



**CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 15, 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 (SEPTEMBER 15, 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/86779574903?pwd=oizy6iYWNCxvCmlzLtBfoSeeDp8Di2.1>

Meeting ID: 867 7957 4903

Passcode: 892172

Join instructions

<https://us06web.zoom.us/join/86779574903?signature=IwjllojkFk5QqxJ6j-CUohAsjegNQFTJBTqLrdm3dtM>.

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

WRITTEN PUBLIC COMMENTS

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

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

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

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

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
 - A. Public Safety
 - B. Committee Reports/Council Comments
 - C. Mayor
 - D. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
6. **WORKSHOP DISCUSSION**
 - A. Periodic Update: MLMC Amendments concerning Critical Areas (*page 3*)
 - B. Periodic Update: Zoning Map (*page 37*)
 - C. Draft 2027 Legislative Priorities (*page 41*)
 - D. Draft Job Descriptions (*page 43*)
 - i. Streets Lead
 - ii. Streets Technician
 - iii. WWTP Laboratory Lead
 - iv. WWTP Plant Operations Lead
 - v. Communications Coordinator
7. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **September 1, 2026**, minutes. (*page 75*)
 - ii. Approve **September 15, 2026**, Claim Warrants numbered **54083** and **54084**, and **54093** through **54139** in the amount of **\$253,754.36** and Payroll Claim Warrants numbered **54085** through **54092** and Payroll Payable Warrants numbered **30396** through **30406** in the amount of **\$197,118.35**. (*page 80*)
8. **PUBLIC HEARINGS** – None.
9. **EXECUTIVE SESSION** – None.
10. **RESOLUTIONS**
 - A. 26-833 Backup Generator Grant Agreement Amendment (*page 82*)
 - B. 26-834 Service Agreement with CDA Heating and Cooling for Library HVAC (*page 89*)
 - C. 26-835 Service Agreement with Go Green for ADA Access of Fox Hollow Trail at Tara Lee (Resolution will be provided at council meeting) (*page 99*)
11. **ORDINANCES**
 - A. Second Read of Ordinance 1150 Adopting the Comprehensive Plan (*page 106*)
12. **EMERGENCY ORDINANCES**
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



9/15/2026 City Council Meeting

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

Requested Action:

Provide feedback and guidance on potential language and draft amendments regarding critical areas to the Medical Lake Municipal Code (MLMC).

Key Points:

The Washington State Growth Management Act (GMA) requires jurisdictions to identify and protect five categories of critical areas:

- Wetlands
- Frequently flooded areas
- Fish and wildlife habitat conservation areas
- Geologically hazardous areas
- Critical aquifer recharge areas (CARAs)

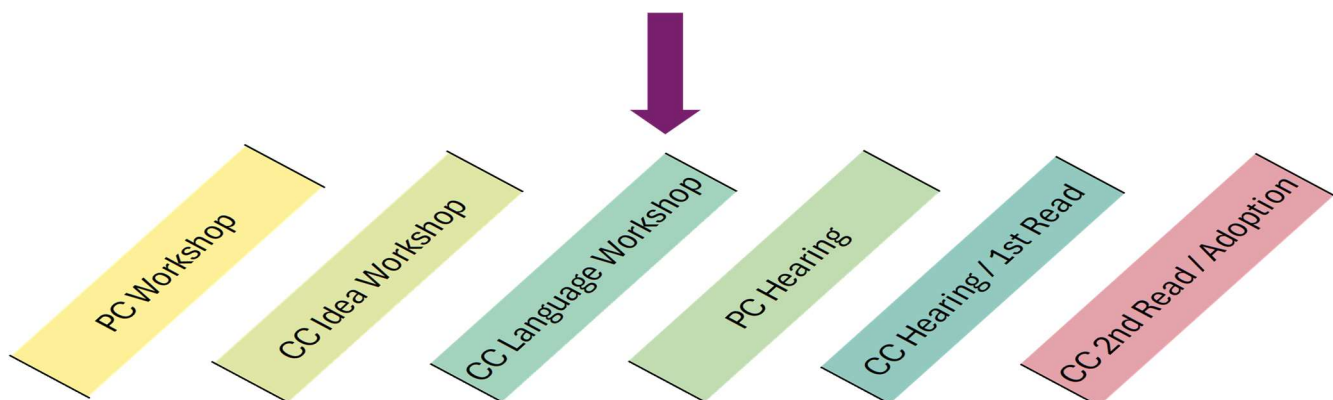
Chapter 17.10 is attached with draft amendments. These include:

- New CARA and Geologically Hazardous Areas sections.
- Updates to Wetland standards based on revised guidance from the Department of Ecology.
- Various changes to make the chapter easier to maneuver and implement.

Background Discussion:

The first Medical Lake CAO was adopted in 1994 and amended in 2010. The City's Critical Areas Ordinance (CAO), codified as Chapter 17.10 of the Medical Lake Municipal Code, was comprehensively updated through Ordinance No. 1108 in March 2023.

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



Public Involvement:

This topic has already been discussed during Planning Commission and City Council workshop sessions as part of the City's Periodic Update process. A public hearing will be held with both the Planning Commission (Sept 24) and the City Council (Oct 6). In addition, language will be provided on the City website for review and comment by the public.

Next Steps:

Following City Council direction, staff will finalize draft language for Planning Commission review and public hearing on September 24, 2026. The Planning Commission recommendation will then be forwarded to the City Council for a public hearing and first reading on October 6, 2026.

Draft Amendments to Chapter 17.10 CRITICAL AREAS

17.10.010 Purpose.

- A. The purpose of this chapter is to designate and protect critical areas and their functions and values and, protect residents from hazards, while also allowing for reasonable use of property.
- B. As mandated by the Growth Management Act (RCW 36.70A), this chapter provides protection for the critical areas of wetlands, fish and wildlife habitat conservation areas, ~~and~~ frequently flooded areas, geologically hazardous areas, and critical aquifer recharge areas.
- C. This chapter implements RCW 36.70A, RCW 36.70B, WAC 365-190, WAC 365-195, WAC 365-196, the goals and policies of the Medical Lake Comprehensive Plan, ~~under the Washington Growth Management Act~~ and other related state and federal laws.

Applicability, jurisdiction, and interpretation

- A. This chapter applies to every land use, development, subdivision, clearing, grading, fill, excavation, vegetation alteration, discharge, structure, facility, and other action that may alter a critical area or buffer, whether or not another City permit is required.
- B. All areas meeting a designation criterion are regulated whether mapped or unmapped. Buffers are part of the regulated critical area system.
- C. When critical areas or buffers overlap, every applicable standard applies. If standards conflict, the provision that provides greater protection to functions, values, and public safety controls, unless preempted by state or federal law.
- D. The Planning Official administers this chapter and may consult agencies or qualified professionals. A map is a screening tool and does not establish the exact boundary.
- E. The applicant is responsible for obtaining all federal, state, and local permits. City approval does not authorize violation of another law.
- F. The standards are minimum requirements and do not create a representation or warranty that hazards are absent or that compliance will prevent all harm.
- G. The provisions of this chapter shall apply whether or not a Critical Area Review, permit, or authorization is required.

Critical area maps and designation

- A. The City designates critical areas by the criteria in this chapter. The most current reasonably available federal, state, regional, county, and City maps and inventories shall be used for screening.
- B. Potential sources include FEMA flood maps; Ecology wetland, groundwater, and flood data; WDFW Priority Habitats and Species data and water typing; DNR geologic hazard, Natural Heritage, and water-type data; Department of Health wellhead protection information; NRCS soils; and local studies.
- C. If screening indicates a critical area may be present on or within the distance likely to be affected by a proposal, the City may require a field investigation and critical area report.
- D. The precise boundary shall be established by field investigation, survey, delineation, or technical analysis. Illegal alteration does not eliminate designation or reduce the required protection.

~~17.10.020 General provisions.~~

- A. ~~No Net Loss of Functions.~~ Activity shall result in no net loss of functions and values in the critical areas. Since values are difficult to measure, no net loss of functions and values means no net loss of functions. The beneficial functions provided by critical areas include, but are not limited to, water quality protection and enhancement; fish and wildlife habitat; food chain support; flood storage; conveyance and attenuation of flood waters; ground water recharge and discharge; and erosion control. These beneficial functions are not listed in order of priority. This chapter is also intended to protect residents from hazards and minimize risk of injury or property damage.
- B. ~~Relationship to Other Regulations.~~
1. ~~These critical areas regulations shall apply in addition to zoning and other regulations adopted by the city.~~
 2. ~~Any individual critical area that overlaps another type of critical area shall meet the requirements that provide the most protection to the critical areas involved.~~
 3. ~~When there is a conflict between any provisions of this chapter or any other regulations, that which provides the most protection to the subject critical area shall apply.~~
 4. ~~Conditions of approval of a project affecting critical areas may be supplemented by a review under the State Environmental Policy Act (SEPA), as locally adopted.~~
 5. ~~Compliance with the provisions of this chapter does not constitute compliance with other federal, state, and local regulations and permit requirements. The applicant is responsible for complying with other state and federal requirements in addition to the requirements of this chapter. Obtaining all applicable state and federal permits shall be made a condition of a Critical Areas Permit. Such permits shall be obtained prior to issuance of permits for development, construction or site disturbance.~~
- C. ~~Jurisdiction.~~ All areas within the city meeting the definition of one or more critical areas, whether mapped or not, are hereby designated critical areas and with their buffers are subject to the provisions of this chapter.
- D. ~~Abrogation and Greater Restrictions.~~ This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- E. ~~Severability.~~ This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.
- F. ~~Warning and Disclaimer of Liability.~~ The standards established herein are minimum standards. The standards are established for regulatory purposes only. Minimum compliance with these standards may not be sufficient protection from identified or unidentified hazards. City establishment of these minimum standards is not a representation that these standards are sufficient protection from any hazard. Critical areas development should be based on sound scientific and engineering considerations that may be more stringent than this chapter. The city assumes no liability if these established standards prove to be insufficient protection.
- G. ~~Interpretation of Critical Area Boundaries.~~ The planning official shall be authorized to interpret the exact location of the mapped critical area boundary. Final designations shall be based on site conditions and other available data or information.
- H. ~~Exceptions.~~ Where the applicant seeks an exception to any requirement imposed by this code, or believes said requirement denies all reasonable economic use of the subject property, justification in support of an exception must be clear and convincing. Grant of an exception, on the other hand, must not be unreasonably withheld.

17.10.030 ~~Applicability and exemptions from requirement to obtain permit~~Exemptions.

A. ~~Applicability.~~

1. ~~Unless exempted by this chapter the provisions of this chapter shall apply to all lands, all land uses, clearing and development activity, and all structures and facilities in the city located within a critical area or buffer or on a site containing a critical area or buffer including single family residential lots platted before July 19, 1994, and developments such as play structures that require no other permits. The following are examples of activities regulated within a critical area or its buffer:~~
 - a. ~~The removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material of any kind.~~
 - b. ~~The dumping of, discharging of, or filling with any material.~~
 - c. ~~The draining, flooding, or disturbing the water level or water table.~~
 - d. ~~Pile driving.~~
 - e. ~~The placing of obstructions.~~
 - f. ~~The construction, reconstruction, demolition, or expansion of any structure.~~
 - g. ~~The destruction or alteration of wetland vegetation through clearing, harvesting, shading, intentional burning, or planting of vegetation that would alter the character of a regulated wetland.~~
 - h. ~~Activities that result in:~~
 - i. ~~A significant change of water temperature.~~
 - ii. ~~A significant change of physical or chemical characteristics of the sources of water.~~
 - iii. ~~A significant change in the quantity, timing, or duration of the water.~~
 - iv. ~~The introduction of pollutants.~~
2. ~~The provisions of this chapter shall apply whether or not a permit or authorization is required.~~
3. ~~No person, company, agency, or applicant shall alter a critical area or buffer (including removal of downed woody vegetation or application of chemicals harmful to fish and wildlife) except as consistent with the requirements of this chapter.~~
4. ~~The critical areas permit required pursuant to this chapter shall be obtained prior to undertaking any activity or development regulated by this chapter, unless exempted by this chapter.~~
5. ~~Land that is located wholly within a wetland or its buffer may not be subdivided.~~

- B. Exemptions. Reasonable methods shall be used to avoid potential impacts to critical areas. Any damage to, or alteration of, a critical area that is not a necessary outcome of the exempt activity shall be corrected at the property owner's expense.

The following activities are exempt from needing a ~~critical areas permit~~Critical Area Review:

1. Emergencies. Those activities necessary to prevent an immediate threat to public health, safety, or welfare, or that pose an immediate risk of property damage and that require remedial or preventative action in a time frame too short to allow for compliance with the requirements of this chapter, so long as all of the following apply:
 - a. The emergency action uses reasonable methods to address the emergency.
 - b. The emergency action must have the minimum possible impact to the critical area or its buffer.

- c. The property owner, person or agency undertaking such action shall notify the ~~city~~City within one working day following commencement of the emergency activity.
 - d. After the emergency, the property owner, person or agency undertaking the action shall fully fund and conduct necessary restoration and/or mitigation for any impacts to the critical area and buffers resulting from the emergency action in accordance with an approved critical areas report and mitigation plan. The property owner, person or agency undertaking the action must apply for a ~~critical areas permit~~Critical Area Review. The alteration, Critical Areas Report, and mitigation plan shall be reviewed by the ~~city~~City in accordance with the review procedures contained in this chapter.
 - e. Restoration and/or mitigation activities must be initiated within three months of the date of the emergency or as otherwise determined by the planning official, and completed in a timely manner.
- ~~2. Valid Critical Areas Permit. Any development proposed on property pursuant to a currently valid Critical Areas Permit, provided all conditions and requirements of the Critical Areas Permit are met and the proposed activity is within the scope of the original permit.~~
- 3. Hazard Tree. Emergency or hazard tree removal conducted so that critical area impacts are minimized.
 - 4. Landscape Maintenance. Landscape maintenance (other than tree removal or use of pesticides, herbicides, fungicides or fertilizers) consistent with accepted horticultural practices, such as those recommended by the Washington State University Extension Service, within the boundaries of an existing lawn, garden or landscaped area and not associated with development.
 - 5. Noxious or Invasive Plants. Clearing of noxious or invasive plants using hand-held equipment such as a weed-whacker, provided:
 - a. Fueling and maintenance take place outside the critical area and buffer;
 - b. All cleared vegetation is taken away and disposed of properly; and
 - c. Denuded soils are stabilized with native vegetation.
 - 6. State or Federally Approved Conservation or Preservation. State or federally approved conservation or preservation of soil, water, vegetation, fish, shellfish, and other wildlife that does not entail changing the structure or functions of the existing critical area or buffer.
 - 7. Harvesting Wild Crops. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops or other native vegetation and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of the critical area or buffer by changing existing topography, water conditions or water sources.
 - 8. Passive Activities. Passive outdoor recreation, education, and scientific research activities such as fishing, hiking, and bird watching that do not degrade the critical area or buffer.
 - 9. Land surveys, soil sampling, percolation tests, and other related activities. In every case, impacts to the critical area or buffer shall be minimized and disturbed areas shall be stabilized immediately.
 - 10. Navigational Aids and Boundary Markers. Construction or modification of navigational aids and boundary markers. Impacts to the critical area or buffer shall be minimized and disturbed areas shall be restored within seventy-two hours.
 - 11. Agricultural Activities. Existing and ongoing agricultural activities conducted on lands defined in RCW 84.34.020(2).
 - 12. State or Federally Approved Restoration or Enhancement Project. Implementation of a state or federally approved restoration or enhancement project not related to any development project.

13. Operation, Repair and Maintenance. Operation, repair, and maintenance of existing structures, infrastructure, roads, sidewalks, railroads, trails, water, sewer, stormwater, power, gas, telephone, cable, or fiber optic facilities if the activity does not further increase the impact to, or encroach farther within, the critical area or buffer and there is no increased risk to life or property as a result of the proposed operation, repair, or maintenance.
14. Fence Repair. Maintenance, repair, and in-kind replacement of existing fences.
15. Those activities and uses conducted pursuant to the Washington State Forest Practices Act and its rules and regulations, WAC 222-12-030.
16. Repair and maintenance of legally established non-conforming uses or structures, provided they do not increase the degree of nonconformity.

17.10.040 Approval process.

- A. ~~Critical Areas Permit~~Critical Area Review Process. A Critical Area Review shall be obtained prior to undertaking any activity or development regulated by this chapter, unless exempted by this chapter.
 1. Critical ~~area~~Area ~~reviews~~Reviews are processed as a Type III review with the planning commission holding a public hearing and the ~~city~~City council making the final decision. The Type III review process is found in MLMC Section 19.270.040, Type III reviews.
 2. For a ~~critical-area permit~~Critical Area Review application to be deemed complete, the following information must be submitted:
 - a. An appropriate ~~city~~City application form;
 - b. A written description of the proposal;
 - c. A site plan;
 - d. All required reports and mitigation plans;
 - e. A written response to all applicable approval criteria;
 - f. A SEPA checklist unless the proposal is exempt from SEPA; and
 - g. The applicable fee.
- B. Notice on Title—Covenant and Tracts.
 1. Covenants. This section applies to all nonexempt projects that involve critical areas and buffers.
 - a. In order to inform subsequent purchasers of real property of the existence of critical areas, the owner of any property containing a critical area or buffer on which a development proposal is approved shall file a covenant with the ~~county records and elections division~~Spokane County Auditor's Office according to the direction of the ~~city~~City. The covenant shall state the presence of the critical area or buffer on the property, the application of this chapter to the property, and the fact that limitations on actions in or affecting the critical area or buffer may exist. The covenant shall "run with the land."
 - b. The applicant shall submit proof that the covenant has been filed for public record before the ~~city~~City approves any site development or construction for the property or, in the case of subdivisions, short subdivisions, planned unit developments, binding site plans, and other developments that involve platting, at or before recording of the plat.
 2. Tracts. This section applies in addition to subsection (B)(1) of this section to projects that involve platting on properties containing ~~fish and wildlife habitat conservation areas, wetlands,~~critical areas and their buffers. The location of the tract, critical area(s), and buffer(s) shall be shown on the face of the plat. See subsection (B)(2)(b) of this section for exceptions.

- a. The property owner shall place the subject critical areas and buffers in one or more nondevelopable tracts except when:
 - i. Creation of a nonbuildable tract would result in violation of minimum lot depth standards; or
 - ii. The responsible planning official determines a tract is impractical.
 - b. When an exception in subsection (B)(2)(a) of this section applies, residential lots may extend into the critical area(s) or buffer(s) provided:
 - i. The location of the outer perimeter of the critical area(s) and buffer(s) is marked in the field and approved by the planning official prior to the commencement of permitted activities and maintained throughout the duration of the permit.
 - ii. A permanent physical demarcation along the outer/upland boundary of the critical area buffer(s) is installed and thereafter maintained. Such demarcation may consist of fencing, hedging or other prominent physical marking that allows wildlife passage, blends with the critical area environment, and is approved by the planning official.
 - iii. Permanent signs are posted at an interval of one per lot ~~for single family residential uses or at a maximum interval of two hundred feet~~, or as otherwise determined by the planning official, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the planning official: "Protected Natural Resource. Call 509-565-5000 for more information."
- C. Financial Assurances.
1. When ~~mitigation required pursuant to~~ a development proposal has required mitigation that is not completed prior to the cityCity final ~~permit~~ approval, such as final plat approval or final building inspection, the cityCity shall require the applicant to provide security in a form ~~and amount~~ deemed acceptable by the cityCity. ~~If the development proposal is subject to mitigation, the applicant shall provide security in a form and amount deemed acceptable by the city~~ to ensure mitigation is fully functional (including, but not limited to, construction, maintenance, and monitoring). The security shall be in the amount of one hundred ~~twenty-five~~ fifty (150) percent of the estimated cost of restoring the functions of the critical area that are at risk.
 2. The security shall remain in effect for a minimum of five years or until the cityCity determines, in writing, that the standards have been met.
 3. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.
 4. Public development proposals shall be relieved from having to comply with the bonding requirements of this section if public funds have previously been committed in the project budget or capital improvement budget for mitigation, maintenance, monitoring, or restoration.
 5. Failure to satisfy any critical area requirements established by law or condition including, but not limited to, the failure to provide a monitoring report within thirty days after it is due or comply with other provisions of an approved mitigation plan shall constitute a default, and the cityCity may demand payment of any financial guarantees or require other action authorized by the cityCity Code or any other law.
 6. Any funds recovered pursuant to this section shall be used to complete the required mitigation. Excess funds shall be returned to the applicant.
- D. Critical Area Inspections. Reasonable access to the site shall be provided to the cityCity, state, and federal agency review staff for the purpose of inspections during any proposal review, restoration, emergency action, or monitoring period.

- E. Appeals. Any decision to approve, condition, or deny a development proposal or other activity based on the requirements of this chapter may be appealed according to MLMC Chapter 19.135 - Interpretations and Chapter 19.290 - Appeals.

17.10.050 Submittal requirements.

- A. Preparation by Qualified Professional. Any required critical areas report shall be prepared by a qualified professional as defined herein.
- B. General Critical Areas Report Contents. At a minimum, the critical areas report shall contain the following:
 - 1. The name and contact information of the applicant, a description of the proposal, and identification of the permit requested;
 - 2. A copy of the site plan for the development proposal including:
 - a. A map to scale depicting critical areas, buffers, the development proposal, and any areas to be cleared; and
 - b. Estimate of conditions of all critical areas within two hundred fifty (250) feet of the project boundaries using best available information.
 - c. Proposed stormwater management and sediment control plan for the development including a description of any impacts to drainage alterations; and
 - d. A digital map of the geographic information required pursuant to the applicable provisions of this chapter for each critical area and buffer on site.
 - 3. The dates, names, and qualifications of the persons preparing the report and documentation of any fieldwork performed on the site;
 - 4. Identification and scientific characterization of all critical areas and buffers. The scientific characterization shall include a detailed assessment of the functional characteristics of the critical areas;
 - 5. An assessment of the probable impacts to critical areas and buffers and risk of injury or property damage including permanent, temporary, temporal, and indirect impacts resulting from development of the site and the operations of the proposed development;
 - 6. A written response to each of the approval criteria in Section 17.10.060, approval criteria;
 - 7. Plans for adequate mitigation, as needed, to offset any impacts, in accordance with the mitigation plan requirements below.
- C. Additional Information. Any additional information required for the specific critical areas and buffers as specified in Section 17.10.070, fish and wildlife habitat conservation area, Section 17.10.075, Critical Aquifer Recharge Areas, Section 17.10.080, frequently flooded areas, Section 17.10.085, Geologically Hazardous Areas, and Section 17.10.090, wetlands.
- D. Other Reports or Studies. Unless otherwise provided, a critical areas report may be supplemented by or composed, in whole or in part, of any reports or studies required by other laws and regulations or previously prepared for and applicable to the development proposal site, as approved by the planning official, provided, the site conditions have not changed since the earlier report or study was completed.
- E. Critical Areas Report—Modifications to Requirements. Modifications to required contents. the applicant may consult with the planning official prior to or during preparation of the critical areas report to obtain cityCity approval of modifications to the required contents of the report where, in the judgment of a qualified professional, more or less information is required to adequately address the potential impacts to any critical areas or buffers and the required mitigation. The planning official may also initiate a modification to the required report contents by requiring either additional or less information, when determined to be necessary to the review of the proposed activity in accordance with this chapter.

F. Mitigation Plan Requirements. When mitigation is required, the applicant shall submit a mitigation plan as part of the critical areas report. the mitigation plan shall include:

1. Detailed Construction Plans. The mitigation plan shall include descriptions of the mitigation proposed, such as:
 - a. The proposed construction sequence, timing, and duration;
 - b. Grading and excavation details;
 - c. Erosion and sediment control features;
 - d. A planting plan specifying plant species, quantities, locations, size, spacing, and density; and
 - e. Measures to protect and maintain plants until established.

~~f. Surface and subsurface hydrological conditions unless hydrological conditions are not applicable to the subject critical area.~~

These written descriptions shall be accompanied by detailed site diagrams, scaled cross sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome.

2. Monitoring Program. The mitigation plan shall include a program for monitoring construction of the mitigation project and for assessing a completed project. A protocol shall be included, outlining the schedule for site monitoring, and how the monitoring data will be evaluated to determine if the performance standards are being met. A monitoring report shall be submitted as needed to document milestones, successes, problems, and contingency actions of the mitigation project. The mitigation project shall be monitored for a period necessary to establish that performance standards have been met, but not for a period less than five years.

When the applicant believes that the conditions of the monitoring plan are met, the applicant shall contact the [cityCity](#) and request that the [cityCity](#) verify and certify so in writing. The [cityCity](#) shall conduct an on-site assessment as part of the verification process. The applicant shall provide reasonable access to the property as necessary for verification and certification.

When the [cityCity](#) has verified and certified that the conditions of the monitoring plan have been met, the critical area shall no longer be considered as mitigation, but as a naturally-occurring critical area when processing a future development permit application(s).

3. Adaptive Management. The mitigation plan shall include identification of potential courses of action, and any corrective measures to be taken if monitoring or evaluation indicates project performance standards are not being met.

17.10.060 Approval criteria.

Any activity or development subject to this chapter, unless otherwise provided for in this chapter, shall be reviewed and approved, approved with conditions, or denied based on the proposal's ability to comply with all of the following criteria. The [cityCity](#) may condition the proposed activity as necessary to mitigate impacts to critical areas and their buffers and to conform to the standards required by this chapter. Activities shall protect the functions of the critical areas and buffers on the site.

- A. Avoid Impacts. The applicant shall first seek to avoid all impacts that degrade the functions and values of critical area(s). This may necessitate a redesign of the proposal.
- B. Minimize Impacts. Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.

- C. **Compensatory Mitigation.** The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.
- D. **No Net Loss.** The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.
- E. **Consistency with General Purposes.** The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site;
- F. **Performance Standards.** The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas Section 17.10.070.C, Critical Recharge Aquifer Areas Section 17.10.075.D, frequently flooded areas, section 17.10.080.D, Geologically Hazardous Areas Section 17.10.085.C, and wetlands Section 17.10.090.F, as applicable.

17.10.070 Fish and wildlife habitat conservation areas.

A. Designation.

Designated fish and wildlife habitat conservation areas (FWHCAs) include habitat for state or federally listed endangered, threatened, or sensitive species; Washington State Department of Fish and Wildlife (WDFW) priority habitats and areas associated with priority species; naturally occurring ponds and waters of the state; waters and habitat of local importance designated by the City; and riparian ecosystems.

Water typing and riparian management areas shall use current Washington State Department of Natural Resources (DNR) water-type maps, field verification, WDFW Priority Habitats and Species data, and WDFW Riparian Ecosystems, Volumes 1 and 2 (2020), or successor BAS.

Riparian management-area width shall be established by a qualified biologist using current WDFW BAS and site conditions. Until a site-specific BAS analysis establishes another width, the City shall use the applicable WDFW recommended riparian management-zone width.

- ~~1. Final designations shall be based on site conditions and other available data or information. There are established in the city the following identified fish and wildlife habitat conservation areas:

 - ~~a. Habitat used by any life stage of state or federally designated endangered, threatened, and sensitive fish or wildlife species. A current list of federally and state identified species is available from the Washington State Department of Fish and Wildlife.~~
 - ~~b. Priority Habitats and Areas Associated with Priority Species. Current maps and lists of priority habitats and species and applicable management recommendations are available from the Washington Department of Fish and Wildlife.~~
 - ~~c. Water bodies including lakes, streams, rivers, and naturally occurring ponds.~~
 - ~~d. Riparian Management Zones. Riparian management zones shall be determined using the best available science, including the Washington Department of Fish and Wildlife publication Riparian Ecosystems: Volumes 1 and 2 (updated July 2020 or as revised).~~~~

When impervious surfaces from previous development completely functionally isolate the riparian management zone. From the waterbody, the regulated riparian area shall extend from the ordinary high water mark to the impervious surfaces. If the waterbody is not completely physically isolated, but is completely functionally isolated, the planning official may adjust the regulated riparian area to reflect site conditions and sound science.

- ~~2. Habitat Location Information. Information on the approximate location and extent of habitat conservation areas is available from the planning official.~~

~~The habitat location information is based on:~~

- ~~a. Washington Department of Fish and Wildlife Priority Habitat and Species Maps;~~
- ~~b. Washington Department of Natural Resources Official Water Type Reference Maps;~~

B. Additional Critical Areas Report Requirements.

~~1. A habitat report shall identify species and habitat, seasonal use, connectivity, water type and ordinary high water mark, functions, impacts, agency management recommendations, and protection and monitoring measures.~~

~~1. A critical areas report for a riparian management area or riparian buffer shall include evaluation of the habitat functions using a habitat evaluation tool approved by the Washington Department of Fish and Wildlife.~~

~~2. In addition to the standards of Section 17.10.050.B, where~~ Where ~~a mitigation plan is required as part of the critical areas report for a fish and wildlife habitat conservation area~~ FWHCA ~~that involves a water body, riparian management area or riparian buffer, the monitoring program protocol shall include where relevant to the impacted functions:~~

- ~~a. a.~~ a. Observations and measurements of riparian integrity and quality (buffer width, riparian corridor continuity or fragmentation, species diversity, stand age, plant survival rates).
- ~~b. b.~~ b. Large woody debris surveys.
- ~~c. c.~~ c. Streamflow monitoring.
- ~~d. d.~~ d. Water quality monitoring to detect pollution impacts.
- ~~e. e.~~ e. Biological monitoring (including fish surveys and benthic macroinvertebrate sampling).

~~3. 2. If the clearing or development activity is in the riparian management area, the critical areas report shall contain the following information, if applicable, in addition to the general critical areas report requirements of Section 17.10.050.B:~~

- ~~a. a.~~ a. How the clearing or development activity constitutes a water-dependent, water-related or water-enjoyment use; or
- ~~b. b.~~ b. How the clearing or development activity cannot feasibly be located on the site outside of the riparian management area; and
- ~~c. c.~~ c. How the proposal will not adversely affect the connectivity of habitat functions.

C. Performance Standards.

1. General. Development shall avoid FWHCAs and maintain habitat connectivity. Where impact is unavoidable, the applicant shall follow current WDFW management recommendations and provide no net loss of habitat functions.

- a. Development or clearing activities shall protect the functions of the habitat conservation areas on the site. ~~The activity shall result in no net loss of functions.~~ Protection can be provided by avoiding (the preferred protection) or minimizing and mitigating as described in the general critical areas approval criteria in Section 17.10.060. Functions include:
 - i. Providing habitat for breeding, rearing, foraging, protection and escape, migration, and over-wintering; and
 - ii. Providing complexity of physical structure, supporting biological diversity, regulating stormwater runoff and infiltration, removing pollutants from water, and maintaining appropriate temperatures.

- b. An applicant shall replace any lost functions preferably by restoring or if not, then by enhancing other habitat functions, so long as the applicant demonstrates that enhancement of the other functions provides no net loss in overall functions and maintains habitat connectivity. An example of unavoidable loss of function would be interruption of a travel corridor in a riparian management zone. To the maximum extent feasible, enhancement shall be undertaken on-site.
 - c. If development or clearing activity is within a priority habitat and species area, the applicant shall follow Washington Department of Fish and Wildlife Management Guidelines, Management Recommendations or other standards approved by the Washington Department of Fish and Wildlife. Where there are no guidelines, recommendations or other standards, development or clearing may occur provided that:
 - i. The development or clearing results in no net loss of habitat function on the site; and
 - ii. Functionally significant habitat, defined as habitat that cannot be replaced or restored within twenty years, shall be preserved.
 - d. Signs for Fish and Wildlife Conservation Areas
 - i. Temporary markers. The location of the outer perimeter of the fish and wildlife habitat conservation area shall be marked in the field, and such marking shall be approved by the planning official prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the permit.
 - ii. Permanent signs. Permanent signs shall be posted on public and private properties at an interval of one per lot for single family residential uses or at a maximum interval of two hundred feet or as otherwise determined by the planning official, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the planning official: "Natural Resource Area. Call 509-565-5000 for information."
2. Riparian Management Zones. In addition to the standards in Section 17.10.070.C.1 the standards in this section shall apply in riparian management areas and buffers.
- a. Riparian Management Zone. No development or clearing activity is allowed within the riparian management zone unless such activity is:
 - i. A water-dependent, water-related or water-enjoyment activity where there are no feasible alternatives that would have a less adverse impact on the riparian management area or riparian buffer. The applicant shall minimize the impact and mitigate for any unavoidable impact to functions; cost may be considered, but shall not be overriding; or
 - ii. A road, railroad, trail, or a water, sewer, stormwater conveyance, gas, power, cable, fiber optic, or telephone facility that cannot feasibly be located outside of the riparian management area, that minimizes impacts, and that mitigates for any unavoidable impact to functions. Cost may be considered, but shall not be overriding; or
 - iii. Mitigation for activities allowed by this chapter, providing the activity provides no net loss of riparian habitat functions on the site.
 - b. Owners of developed properties within the riparian management zone are encouraged to enhance the area by planting native plants and to apply integrated pest management.

17.10.075 – Critical Aquifer Recharge Areas

A. Designation.

Critical Aquifer Recharge Areas (CARAs) are areas with a critical recharging effect on aquifers used for potable water, including areas vulnerable to contamination or that contribute significantly to groundwater recharge. All land within the City is designated as a general Critical Aquifer Recharge Area because groundwater is used for

potable water, available information does not delineate recharge and vulnerability at parcel scale, and contamination prevention is necessary to protect groundwater quality and quantity.

B. Review Required

A Critical Area Review is required for a new or expanded uses involving: hazardous materials; hazardous waste generation, treatment, storage, or disposal; solid waste handling; underground injection; pollution generating stormwater infiltration; bulk fuel or chemical storage; dry cleaning; vehicle fueling, repair, or washing; mining; landfills; or another use involving another material risk to groundwater.

C. Additional Critical Area Report Requirements.

For those development types listed in 17.10.075, a hydrogeologic report, prepared by a Washington licensed hydrogeologist, is required as part of the critical area report.

D. Performance Standards.

All land within the city is subject to the following standards:

1. Development and land use activities shall be designed and conducted to prevent degradation of groundwater quality and maintain groundwater recharge functions.
2. Activities involving hazardous substances shall incorporate best management practices and containment measures sufficient to prevent release into groundwater.
3. New underground storage tanks shall comply with all applicable federal and state regulations.
4. Stormwater infiltration facilities shall be designed in accordance with current Washington State Department of Ecology stormwater regulations and manuals.
5. The following activities shall be prohibited unless the applicant demonstrates through a Critical Areas Report that no significant risk to groundwater quality exists:
 - a. Landfills, waste transfer facilities, and hazardous waste treatment facilities;
 - b. Disposal or injection of hazardous substances into the ground; and
 - c. Storage of hazardous materials without secondary containment.

17.10.080 Frequently flooded areas.

This section shall apply to all special flood hazard areas within the boundaries of the CityCity of Medical Lake.

- A. Designation. Frequently flooded areas are the areas of special flood hazards identified by the Federal Insurance Administration and the Federal Emergency Management Agency (FEMA).

When base flood elevation (BFE) data has not been provided in frequently flooded areas, the planning official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source in order to administer the provisions of this chapter.

- B. Warning and Disclaimer of Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the CityCity of Medical Lake, any officer or employee thereof, or the Federal Insurance Administration for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

- C. **Additional Critical Areas Report Requirements.** In addition to the critical areas report requirements in Section 17.10.050, submittal requirements, the following information shall be submitted. Elevation data shall reference the NAVD 1988 Datum.
1. Base (100-year) flood elevation in relation to mean sea level. When base flood elevation has not been provided or is not available from an authoritative source, it shall be generated by the applicant for developments which contain at least fifty lots or five acres, whichever is less.
 2. Elevation in relation to mean sea level, of the lowest floor (including basement) of all existing and proposed structures.
 3. Elevation in relation to mean sea level to which any structure's lowest floor (including basement) is raised to be at least one foot above the base flood elevation or for nonresidential flood-proofed structures, the elevation in relation to mean sea level to which any structure is flood-proofed.
 4. Description of strategies taken to avoid, minimize, and mitigate unavoidable impacts to public safety. When the base flood elevation has not been provided, the critical areas report shall include a discussion of how and whether the proposed development would be reasonably safe from flooding. Historical data, high water marks, photographs of past flooding and other available information will be used as the basis for this discussion and conclusion.
 5. Certification, documentation, and demonstration by a qualified professional of how the applicable performance standards will be met.
- D. **Performance Standards.** Except as noted, the following standards apply to all structures and development (including, but not limited to, the placement of manufactured homes, substantial improvement, roads, railroads, trails, water, sewer, stormwater conveyance, gas, power, cable, fiber optic or telephone facilities) in all areas of special flood hazards and channel migration zones.
1. **Prohibited Encroachments.** The following are prohibited in the floodway:
 - a. Water wells.
 - b. On-site waste disposal systems.
 - c. Residential structures or other structures for human habitation including but not limited to:
 - i. Building envelopes within subdivisions;
 - ii. New construction or reconstruction of residential structures;
 - iii. Placement or replacement of manufactured homes (all types);
 - iv. Critical facilities housing vulnerable populations and emergency services; and
 - v. Recreational vehicles.
 2. **Property Damage.** Development shall not result in adverse impacts to other properties either upstream or downstream.
 3. **Drainage.** Drainage paths around structures and on slopes shall be adequate to guide floodwaters around and away from proposed structures and adjacent properties.

17.10.085 – Geologically Hazardous Areas

A. Purpose.

The purpose of this chapter is to protect public health, safety, and welfare by identifying, classifying, and regulating development activities within and adjacent to geologically hazardous areas. These areas include lands susceptible to erosion, landslides, seismic hazards, mine hazards, volcanic hazards, and other geologic conditions that may pose risks to people, property, infrastructure, and the natural environment.

Geologically hazardous areas shall be identified through a screening process using the best available information, including but not limited to the Medical Lake Geologic Hazards Map, information and mapping published by the Washington State Department of Natural Resources (DNR) and the United States Geological Survey (USGS), Natural Resources Conservation Service (NRCS) soil survey data, LiDAR-derived topographic information, the City's adopted Hazard Mitigation Plan, and site-specific observations or technical studies. The presence of a geologically hazardous area may be established through any one or a combination of these information sources. The absence of a hazard from any map, inventory, database, or other screening resource shall not be interpreted as evidence that a geologic hazard does not exist. Where site-specific evidence indicates the presence of a geologic hazard not otherwise identified by available mapping, the area shall be regulated as a geologically hazardous area pursuant to this chapter.

<u>Hazard Category</u>	<u>Risk</u>	<u>Concern</u>
<u>Erosion</u>	<u>Suspected risk</u>	<u>Highly erodible soils where slope exceeds 15%</u>
<u>Landslide</u>	<u>Risk unknown</u>	<u>Not applicable</u>
<u>Seismic</u>	<u>Risk unknown</u>	<u>Not applicable</u>
<u>Volcanic</u>	<u>Risk unknown</u>	<u>Not applicable</u>
<u>Mining</u>	<u>No known risk</u>	<u>Not applicable</u>

B. Additional Critical Areas Report Requirements.

In addition to the requirements of Section 17.10.050, any proposal within a Geologically Hazardous Area or its buffer shall submit a geologic hazard report prepared by a qualified professional.

The report shall include:

1. A description of site geology, topography, soils, drainage conditions, and vegetation;
2. Identification and mapping of hazard areas and recommended buffers;
3. An assessment of risk associated with the proposed development;
4. Evaluation of the proposal's effect on slope stability and surrounding properties;
5. Recommendations for construction methods, drainage controls, and erosion prevention measures;
6. Evaluation of potential cumulative impacts;
7. Recommendations for mitigation sufficient to protect public health and safety; and
8. Certification by the qualified professional that the development can be safely constructed if the recommended measures are implemented.

C. Performance Standards.

1. Development shall not create or increase geological hazards on the subject property or neighboring properties.
2. Development shall not increase the threat to public health, safety, or welfare.
3. Alteration of geologically hazardous areas shall be avoided whenever feasible.
4. Where avoidance is not feasible, impacts shall be minimized through site design, construction practices, and mitigation measures.
5. Structures, roads, utilities, and other improvements shall be located outside geologically hazardous areas and buffers whenever feasible.

6. The planning official may require buffers based upon recommendations of the qualified professional and site-specific conditions.
7. The following activities are prohibited unless specifically authorized through an approved geologic hazard report:
 - a. Grading that increases slope instability;
 - b. Placement of fill on unstable slopes;
 - c. Removal of vegetation that contributes significantly to slope stability;
 - d. Diversion of surface or groundwater in a manner that increases hazard potential; and
 - e. Construction that poses unreasonable risk to life or property.
8. Drainage facilities shall be designed to avoid concentrating runoff onto slopes or hazard areas.
9. Erosion and sediment control measures shall be installed before land-disturbing activities commence and maintained throughout construction.
10. Development within a geologically hazardous area may be approved only when a qualified professional demonstrates that:
 - a. The proposal will not increase hazards to the site or adjacent properties;
 - b. The proposal will not increase risk to life or property;
 - c. Appropriate mitigation measures have been incorporated into the project design; and
 - d. The proposal complies with all other applicable provisions of this chapter.
11. The city may require monitoring, maintenance, geotechnical certification, or financial assurance when necessary to ensure long-term protection of public health, safety, and property.

17.10.090 Wetlands.

- A. Purpose. Wetlands provide beneficial functions which include, but are not limited to, providing food, breeding nesting and/or rearing habitat for fish and wildlife; recharging and discharging ground water; contributing to stream flow during low flow periods; stabilizing stream banks and shorelines; storing storm and flood waters to reduce flooding and erosion; and improving water quality through biofiltration, adsorption, and retention and transformation of sediments, nutrients, and toxicants.
- B. Designation. Wetlands are those areas, designated in accordance with the 1987 Federal Wetland Delineation Manual and applicable regional supplements. All areas meeting the wetland definition, mapped or not, are hereby designated critical areas and subject to this chapter.
- C. Identification and Delineation. Identification of wetlands and delineation of their boundaries pursuant to this Chapter shall be done in accordance with the approved federal wetland delineation manual and applicable regional supplement. All areas within the City meeting the wetland definition and designation criteria in that procedure are hereby designated critical areas and are subject to the provisions of this Chapter. Wetland delineations are valid for five years; after such date the City shall determine whether a revision or additional assessment is necessary. Wetland delineations will be documented on a ground-verified map using either professional surveying methods or an equivalent professional method using GPS with sub-meter accuracy.~~Wetland delineations are valid for five years; after such date a qualified professional must determine whether a revision or additional assessment is necessary.~~
- D. Wetland Ratings. Wetlands shall be rated according to the Washington State Department of Ecology (Ecology) wetland rating system, as set forth in the Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology Publication #14-06-030, or as revised). Wetland ratings are valid for five

~~years; after such date the City shall determine whether a revision or additional rating is necessary. The rating system document contains the definitions and methods for determining if the criteria below are met. The most recent version of the rating system form must be used. Wetland Rating Categories are as follows:~~

E. ~~Illegal modifications. Wetland rating categories shall not change due to illegal modifications made to the wetland.~~

~~1. Category I wetlands are:~~

- ~~a. Alkali wetlands;~~
- ~~b. Wetlands of high conservation value that are identified by scientists of the Washington Natural Heritage Program/DNR;~~
- ~~c. Bogs and calcareous fens;~~
- ~~d. Mature and old-growth forested wetlands over one-fourth acre with slow-growing trees;~~
- ~~e. Forests with stands of aspen; and~~
- ~~f. Wetlands that perform many functions well (scores between twenty-two and twenty-seven). These wetlands are those that:~~
 - ~~i. Represent a unique or rare wetland type; or~~
 - ~~ii. Are more sensitive to disturbance than most wetlands; or~~
 - ~~iii. Are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or~~
 - ~~iv. Provide a high level of function.~~

~~2. Category II wetlands are:~~

- ~~a. Forested wetlands in the floodplains of rivers;~~
- ~~b. Mature and old-growth forested wetlands over one-fourth acre with fast-growing trees;~~
- ~~c. Vernal pools; and~~
- ~~d. Wetlands that perform functions well (scores between nineteen and twenty-one points). These wetlands are difficult, though not impossible, to replace and provide high levels of some functions.~~

~~3. Category III wetlands have a moderate level of functions (scores between sixteen and eighteen points). They generally have been disturbed in some way and are less diverse or more isolated from other natural resources. These wetlands can often be adequately replaced with well-planned mitigation.~~

~~4. Category IV wetlands have the lowest levels of functions (scores fewer than sixteen points) and are often heavily disturbed. These are wetlands that should be able to be replaced, or in some cases improved. However, experience has shown that replacement cannot be guaranteed in any specific case. These wetlands may provide some important functions and also need to be protected.~~

F. ~~Land Divisions. Land that is located wholly within a wetland and/or wetland buffer may not be subdivided~~

EG. ~~Additional Critical Areas Report Requirements. A critical areas report for wetlands shall be prepared according to the Washington State Wetland Rating System for Eastern Washington. The critical areas report shall contain an analysis of the wetlands including the following site and proposal-related information:~~

- ~~1. A written assessment, data sheets and accompanying maps of any wetlands or buffers on the site including the following information:~~
 - ~~a. Hydrogeomorphic (HGM) subclassification and Cowardin class;~~
 - ~~b. Wetland category;~~

- c. Wetland delineation and required buffers;
 - d. Existing wetland acreage;
 - e. Vegetative, faunal, and hydrologic characteristics;
 - f. Soil types and substrate conditions;
 - g. Topographic elevations, at one-foot contours; and
 - h. A discussion of the water sources supplying the wetland and documentation of hydrologic regime (locations of inlet and outlet features, water depths throughout the wetland, evidence of recharge or discharge, evidence of water depths throughout the year - drift lines, algal layers, moss lines, and sediment deposits).
2. Functional evaluation for the wetland and buffer using Ecology's most current approved method and including the reference of the method and all data sheets.
 3. Proposed mitigation, if needed, including a discussion of alternatives and trade-offs inherent in the various alternatives (for example, where enhancement for one function would adversely affect another), a written description and accompanying maps of the mitigation area, including the following information:
 - a. Existing and proposed wetland acreage;
 - b. Existing and proposed vegetative and faunal conditions;
 - c. Surface and subsurface hydrological conditions of existing and proposed wetlands and hydrologically associated wetlands including an analysis of existing hydrologic regime and proposed hydrologic regime for enhanced, created, or restored mitigation areas;
 - d. Relationship to lakes, streams and rivers in the watershed;
 - e. Soil type and substrate conditions;
 - f. Topographic elevations, at one-foot contours;
 - g. Required wetland buffers including existing and proposed vegetation;
 - h. Identification of the wetland's contributing area; and
 - i. A functional assessment of proposed mitigation to ensure no net loss of shoreline ecological function.

FH. Performance Standards. Development or clearing activities shall protect the functions of wetlands and wetland buffers on the site. Activities shall result in no net loss of wetland or buffer functions. Protection may be provided by avoiding (the preferred protection) or minimizing and mitigating as described in the general critical areas performance standards.

1. Wetlands.
 - a. In Category I wetlands only the following activities may be allowed:
 - i. A road, railroad, trail, water, sewer, stormwater conveyance, gas, power, cable, fiber optic or telephone facility that cannot feasibly be located outside of the wetland, that minimizes the impact, and that mitigates for any unavoidable impact to functions. Cost may be considered, but shall not be overriding; or
 - ii. Trails and wildlife viewing structures; provided, that the trails and structures minimize the impact and are constructed so that they do not interfere with wetland hydrology and do not result in increased sediment entering the wetland.
 - b. In Category II wetlands only the following activities may be allowed:

- i. Activities allowed in Category I wetlands.
 - ii. Enhancement and restoration activities aimed at protecting the soil, water, vegetation or wildlife.
 - iii. Within shoreline jurisdiction, water-dependent, water-related or water-enjoyment activities where there are no feasible alternatives that would have a less adverse impact on the wetland, its buffers and other critical areas.
 - iv. Where non-water dependent, related or enjoyment activities are proposed, it shall be presumed that alternative locations are available, and activities and uses shall be prohibited unless the applicant demonstrates that the basic project purpose cannot reasonably be accomplished and successfully avoid or result in less adverse impacts on a wetland on another site or sites in the ~~City~~City of Medical Lake.
- c. In Category III wetlands only the following activities may be allowed:
- i. Activities allowed in Category II wetlands.
 - ii. Other activities may be allowed if the applicant demonstrates that the basic project purpose cannot reasonably be accomplished and avoid or result in less adverse impacts on a wetland or its buffer than alternative uses or designs (including reduction in the size, scope, configuration or density of the project).
 - iii. Stormwater management facilities. A wetland or its buffer can be physically or hydrologically altered if:
 - (A) There will be no net loss of functions and values of the wetland;
 - (B) The wetland does not contain a breeding population of any native amphibian species;
 - (C) The wetland lies in the natural routing of the runoff, and the discharge follows the natural routing;
 - (D) All local and state stormwater regulations, codes, manuals, and permits are being followed; and
 - (E) All functions and values that are lost will be compensated.
- d. In Category IV wetlands only the following activities may be allowed:
- i. Activities allowed in Category III wetlands.
 - ii. Activities and uses that result in impacts may be permitted in accordance with an approved critical areas report and mitigation plan if the proposed activity is the only reasonable alternative that will accomplish the applicant's objectives. Full mitigation for the loss of acreage and functions shall be provided under the terms established pursuant to Section 17.10.090.F.2.
2. Wetland Buffers.
- a. Buffer Requirements. The following buffer ~~widths-tables~~ have been established in accordance with the best available science. They are based on ~~the land use intensity,~~ the category of wetland, and the habitat score as determined by a qualified wetland professional using the Washington State Wetland Rating System for Eastern Washington; 2014 Update (Ecology Publication #14-060-030, or as revised).

Table 1. Wetland buffer width requirements, in feet, if Table 3 is implemented and a habitat corridor is provided.

<u>Category of Wetland</u>	<u>Habitat Score 3-5 points (corridor not required)</u>	<u>Habitat Score 6-7 points</u>	<u>Habitat Score 8-9 points</u>
<u>Category I & II: Based on rating of wetland functions (and not listed below)</u>	<u>75</u>	<u>110</u>	<u>150</u>
<u>Category I & II: Forested</u>	<u>75</u>	<u>110</u>	<u>150</u>
<u>Category I: Bogs, calcareous fens, and Wetlands of High Conservation Value</u>	<u>190</u>	<u>190</u>	<u>190</u>
<u>Category I: Alkali</u>	<u>150</u>	<u>150</u>	<u>150</u>
<u>Category II: Vernal pool</u>	<u>150</u>	<u>150</u>	<u>150</u>
<u>Category III</u>	<u>60</u>	<u>110</u>	<u>150</u>
<u>Category IV</u>	<u>40</u>	<u>40</u>	<u>40</u>

Table 2. Wetland buffer width requirements, in feet, for applicants not providing a habitat corridor or implementing measure in Table 3.

<u>Category of Wetland</u>	<u>Habitat Score 3-5 points (corridor not required)</u>	<u>Habitat Score 6-7 points</u>	<u>Habitat Score 8-9 points</u>
<u>Category I & II: Based on rating of wetland functions (and not listed below)</u>	<u>100</u>	<u>150</u>	<u>200</u>
<u>Category I & II: Forested</u>	<u>100</u>	<u>150</u>	<u>200</u>
<u>Category I: Bogs, calcareous fens, and Wetlands of High Conservation Value</u>	<u>190</u>	<u>190</u>	<u>190</u>
<u>Category I: Alkali</u>	<u>150</u>	<u>150</u>	<u>150</u>
<u>Category II: Vernal pool</u>	<u>150</u>	<u>150</u>	<u>150</u>
<u>Category III</u>	<u>80</u>	<u>150</u>	<u>200</u>
<u>Category IV</u>	<u>50</u>	<u>50</u>	<u>50</u>

- b. Impact Mitigation Measures. Developments that produce the listed disturbances and are requesting a buffer reduction are required to address the disturbance through the use of applicable minimization measures.

This is not a complete list of measures, nor is every example measure required. Though not every measure is required, all effort should be made to implement as many measures as possible. The decision body should determine, in coordination with the applicant, which measures are applicable and practicable.

Table 3. Impact Mitigation Measures.

<u>Examples of disturbance</u>	<u>Activities and uses that cause disturbances</u>	<u>Examples of measures to minimize impacts</u>
<u>Lights</u>	<u>• Parking lots</u> <u>• Commercial/Industrial</u> <u>• Residential</u> <u>• Recreation (e.g., athletic fields)</u> <u>• Agricultural buildings</u>	<u>• Direct lights away from wetland</u> <u>• Only use lighting where necessary for public safety and keep lights off when not needed</u>

		• <u>Use motion-activated lights</u> • <u>Use full cut-off filters to cover light bulbs and direct light only where needed</u> • <u>Limit use of blue-white colored lights in favor of red-amber hues</u> • <u>Use lower-intensity LED lighting</u> • <u>Dim light to the lowest acceptable intensity</u>
<u>Noise</u>	• <u>Commercial</u> • <u>Industrial</u> • <u>Recreation (e.g., athletic fields, bleachers, etc.)</u> • <u>Residential</u> • <u>Agriculture</u>	• <u>Locate activity that generates noise away from wetland</u> • <u>Construct a fence to reduce noise impacts on adjacent wetland and buffer</u> • <u>Plant a strip of dense shrub vegetation adjacent to wetland buffer</u>
<u>Toxic runoff</u>	• <u>Parking lots</u> • <u>Roads</u> • <u>Commercial/industrial</u> • <u>Residential areas</u> • <u>Application of pesticides</u> • <u>Landscaping</u> • <u>Agriculture</u>	• <u>Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered</u> • <u>Establish covenants limiting use of pesticides within 150 ft. of wetland</u> • <u>Apply integrated pest management</u> (Note: These examples are not necessarily adequate for minimizing toxic runoff if threatened or endangered species are present at the site.)
<u>Stormwater runoff</u>	• <u>Parking lots</u> • <u>Roads</u> • <u>Residential areas</u> • <u>Commercial/industrial</u> • <u>Recreation</u> • <u>Landscaping/lawns</u> • <u>Other impermeable surfaces, compacted soil, etc.</u>	• <u>Retrofit stormwater detention and treatment for roads and existing adjacent development</u> • <u>Prevent channelized or sheet flow from lawns that directly enters the buffer</u> • <u>Infiltrate or treat, detain, and disperse new runoff from impervious surfaces and lawns</u>
<u>Pets and human disturbance</u>	• <u>Residential areas</u> • <u>Recreation</u>	• <u>Use privacy fencing</u> • <u>Plant dense native vegetation to delineate buffer edge and to discourage disturbance</u> • <u>Place wetland and its buffer in a separate tract</u> • <u>Place signs around the wetland buffer every 50-200 ft., and for subdivisions place signs at the back of each residential lot</u> • <u>When platting new subdivisions, locate greenbelts, stormwater facilities, or other lower-intensity land uses adjacent to wetland buffers</u>
<u>Dust</u>	• <u>Tilled fields</u> • <u>Roads</u>	• <u>Use best management practices to control dust</u>

c. Habitat Corridors. For wetlands that score 6 points or more for habitat function, the buffers in Table 1 can be used only if all of the following criteria are met:

i. A relatively undisturbed, vegetated corridor at least 100 feet wide is protected between the wetland and:

- A legally protected, relatively undisturbed and vegetated area (e.g., Priority Habitats, compensatory mitigation sites, wildlife areas/refuges, national, county, and state parks where they have management plans with identified areas designated as Natural, Natural Forest, or Natural Area Preserve, or
 - An area that is the site of a Watershed Project identified within, and fully consistent with, a Watershed Plan as defined by RCW 89-08-460, or
 - An area where development is prohibited according to the provisions of the local shoreline master program, or
 - An area with equivalent habitat quality that has conservation status in perpetuity, in consultation with WDFW.
- ii. The corridor is permanently protected for the entire distance between the wetland and the shoreline or legally protected area by a conservation easement, deed restriction, or other legal means.
 - iii. Presence or absence of the shoreline or Priority Habitat must be confirmed by a qualified biologist or shoreline Administrator.
 - iv. The measures in Table 3 are implemented, as applicable, to minimize the impacts of the adjacent land uses.
- d. Buffer Vegetation. The buffer widths in Tables 1 and 2 assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is un-vegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer must either be planted to create the appropriate native plant community or be widened to ensure that the buffer provides adequate functions to protect the wetland.
- e. Measurement. All buffers shall be measured perpendicular from the wetland boundary as delineated in the field.
- f. Functionally Disconnected Buffer Areas. Areas which are completely functionally separated from a wetland and do not protect the wetland from adverse impacts may be excluded from buffers otherwise required.
- g. Allowed Buffer Uses. The following uses may be allowed within a wetland buffer in accordance with the review procedures of this Chapter, provided they are not prohibited by any other applicable law, and they are conducted in a manner so as to minimize impacts to the buffer and adjacent wetland:
- i. Conservation or restoration activities aimed at protecting the soil, water, vegetation, or wildlife.
 - ii. Passive recreation facilities designed in accordance with an approved critical area report, including:
 - a. Walkways and trails, provided that they are limited to minor crossings having no adverse impact on water quality. They should be generally parallel to the perimeter of the wetland, located only in the outer twenty-five percent (25%) of the wetland buffer area, and located to avoid removal of mature trees. They should be limited to pervious surfaces no more than five (5) feet in width and designed for pedestrian use only. Raised boardwalks utilizing nontreated pilings may be acceptable.
 - b. Wildlife-viewing structures.

- iii. Educational and scientific research activities. Publication 22-06-014 Appendix A. Sample Wetland Regulations Page A-11 October 2022
- iv. Normal and routine maintenance and repair of any existing public or private facilities within an existing right-of-way, provided that the maintenance or repair does not increase the footprint or use of the facility or right-of-way.
- v. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of the wetland by changing existing topography, water conditions, or water sources.
- vi. Drilling for utilities/utility corridors under a buffer, with entrance/exit portals located completely outside of the wetland buffer boundary, provided that the drilling does not alter the ground water connection to the wetland or percolation of surface water down through the soil column. Specific studies by a hydrologist are necessary to determine whether the ground water connection to the wetland or percolation of surface water down through the soil column would be disturbed.
- vii. Enhancement of a wetland buffer through the removal of non-native, invasive plant species. Removal of invasive plant species shall be restricted to hand removal. All removed plant material shall be taken away from the site and appropriately disposed of. Plants that appear on the Washington State Noxious Weed Control Board list of noxious weeds should be handled and disposed of according to a noxious weed control plan appropriate to that species. Revegetation with appropriate native species at natural densities is allowed in conjunction with removal of invasive plant species.
- viii. Repair and maintenance of legally established non-conforming uses or structures, provided they do not increase the degree of nonconformity.
- b. For high intensity uses, the buffers in Table 17.10.090(3) can be used if the impact measures of Table 17.10.090(5) are implemented.
- c. If an applicant chooses not to, or are unable to apply the impact measures of Table 17.10.090(5), then Table 17.10.090(4) must be used.
- d. The buffer widths in Tables 17.10.090(2-4) assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided.
- e. Buffer widths are measured horizontally from the edge of the wetland:
- f. All buffers shall be measured from the wetland boundary as surveyed in the field.
- g. Areas which are completely functionally separated from a wetland and do not protect the wetland from adverse impacts may be excluded from buffers otherwise required.

Table 17.10.090(1) LAND-USE INTENSITIES

Land Use Intensity	Land Use
High	Commercial, industrial, and institutional uses. Residential uses greater than 1 unit per acre. High-intensity recreation such as golf courses, playgrounds, and ball fields.
Moderate	Residential uses equal to or less than 1 unit per acre. Moderate-intensity recreation such as paved trails. Utility corridors without a maintenance road.

Low	Low-intensity open space including unpaved trails.
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Table 17.10.090(2) Buffer widths for Low-Intensity Uses

	Buffer width (in feet) based on habitat score			
Wetland Category	3—4	5	6—7	8—9
Category I: Based on total score or Forested	50	60	75	125
Category I: Bogs and Wetlands of High Conservation Value	175			
Category I: Alkali	125			
Category II: Based on total score or Forested	50	60	75	125
Category II: Vernal pool	125			
Category III	40	60	75	125
Category IV	25			

Table 17.10.090(3) Buffer Widths for Medium Intensity Uses or High Intensity Uses that have minimized impacts via Table 17.10.090(5)

	Buffer width (in feet) based on habitat score			
Wetland Category	3—4	5	6—7	8—9
Category I: Based on total score or Forested	75	90	120	150
Category I: Bogs and Wetlands of High Conservation Value	190			
Category I: Alkali	150			
Category II: Based on total score or Forested	75	90	120	150
Category II: Vernal pool	150			
Category III	60	90	120	150
Category IV	40			

Table 17.10.090(4) Buffer Widths for High-Intensity Uses

	Buffer width (in feet) based on habitat score			
Wetland Category	3—4	5	6—7	8—9
Category I: Based on total score or Forested	100	130	180	200

Category I: Bogs and Wetlands of High Conservation Value	250			
Category I: Alkali	200			
Category II: Based on total score or Forested	100	130	180	200
Category II: Vernal pool	200			
Category III	80	130	180	200
Category IV	50			

Table 17.10.090(5) Measures to Minimize Impacts on Wetlands

Disturbance	Required Measures to Minimize Impacts
Lights	• Direct lights away from wetland
Noise	• Locate activity that generates noise away from wetland • If warranted, enhance existing buffer with native vegetation plantings adjacent to noise source • For activities that generate relatively continuous, potentially disruptive noise, such as certain heavy industry, establish an additional 10' heavily vegetated buffer strip immediately adjacent to the outer wetland buffer
Toxic runoff	• Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered • Establish covenants limiting use of pesticides within 150' of wetland • Apply integrated pest management
Stormwater runoff	• Retrofit stormwater detention and treatment for roads and existing adjacent development • Prevent channelized flow from lawns that directly enters the buffer • Use Low Intensity Development techniques
Change in water regime	• Infiltrate or treat, detain, and disperse into buffer new runoff from impervious surfaces and new lawns
Pets and human disturbance	• Use privacy fencing or plant dense vegetation to delineate buffer edge and to discourage disturbance using vegetation appropriate for the ecoregion • Place wetland and its buffer in a separate tract or protect with a conservation easement
Dust	• Use best management practices to control dust

- h. Wetland Buffer Width Averaging. The buffer width may be modified in accordance with an approved critical areas report on a case-by-case basis by averaging buffer widths. Buffer width averaging shall not be used in combination with a minor exception. Averaging of buffer widths may only be allowed where a qualified professional wetland scientist demonstrates that:
- Such averaging will not reduce wetland functions or functional performance; and
 - The wetland varies in sensitivity due to existing physical characteristics, or the character of the buffer varies in slope, soils, or vegetation, and the wetland would benefit from a wider buffer in places and would not be adversely impacted by a narrower buffer in other places; and
 - The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer; and

- iv. The buffer at its narrowest point is never less than either 75 percent of the required width or 75 feet for Category I and II, 50 feet for Category III, and 25 feet for Category IV, whichever is greater.~~The buffer width is reduced by no more than twenty-five percent of the standard width and at no point to less than twenty-five feet.~~
 - i. Buffer Maintenance. Except as otherwise specified or allowed in accordance with this chapter, wetland buffers shall be maintained according to the approved ~~critical areas permit~~Critical Area Review.
- GJ. Signs and Fencing of Wetlands.**
1. The location of the outer perimeter of the wetland and buffer shall be marked in the field, and such marking shall be approved by the planning official prior to the commencement of permitted activities. Such field markings shall be maintained throughout the duration of the permit.
 2. A permanent physical demarcation along the upland boundary of the wetland buffer shall be installed and thereafter maintained. Such demarcation may consist of fencing, hedging or other prominent physical marking that allows wildlife passage, blends with the wetland environment, and is approved by the planning official.
 3. Permanent fencing of the wetland buffer on the outer perimeter shall be erected and thereafter maintained when there is a substantial likelihood of the presence of domestic grazing animals within the property. ~~unless the planning official determines that the animals would not degrade the functions of the wetland or buffer~~ Fences shall be designed so as to not interfere with species migration, including fish runs, and shall be constructed in a manner that minimizes impacts to the wetland and associated habitat.
 4. Permanent signs shall be posted at an interval of one per lot for single-family residential uses or at a maximum interval of two hundred feet, or as otherwise determined by the planning official, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the planning official: "Protected Natural Resource. Call 509-565-5000 for more information."
- HJ. Compensatory Mitigation.** Compensatory mitigation for alterations to wetlands shall be used only for impacts that cannot be avoided or minimized, and shall achieve equivalent or greater biologic functions. Compensatory mitigation plans shall be consistent with Wetland Mitigation in Washington State - Part 2: Developing Mitigation Plans - Version 1, (Ecology Publication #06-06-011b, March 2006 or as revised), and Selecting Wetland Mitigation Sites Using a Watershed Approach (Eastern Washington) (Publication #10-06-015, August 2012 or as revised).
1. Mitigation for Lost or Affected Functions. Compensatory mitigation actions shall address functions affected by the alteration to achieve functional equivalency or improvement, and shall provide similar wetland or buffer functions as those lost, except when:
 - a. The lost wetland or buffer provides minimal functions as determined by a site-specific function assessment, and the proposed compensatory mitigation action(s) will provide equal or greater functions or will provide functions shown to be limited within a watershed through a formal Washington State watershed assessment plan or protocol; or
 - b. Out-of-kind replacement will best meet formally identified watershed goals, such as replacement of historically diminished wetland types.
 2. Mitigation Actions.
 - a. Creation. The manipulation of the physical, chemical or biological characteristics present to develop a wetland on an upland or deepwater site where a biological wetland did not previously exist. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, hydric soils, and support the growth of hydrophytic plant species. Creation results in a gain in wetland acres and functions.

- b. Reestablishment. The manipulation of the physical, chemical or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Activities could include removing fill material, plugging ditches or breaking drain tiles. Reestablishment results in a gain in wetland acres and functions.
 - c. Rehabilitation. The manipulation of the physical, chemical or biological characteristics of a site with the goal of repairing natural or historic functions and processes of a degraded wetland. Activities could involve breaching a dike to reconnect wetlands to a floodplain, restoring tidal influence to a wetland, or breaking drain tiles and plugging drainage ditches. Rehabilitation results in a gain in wetland functions but not in wetland acres.
 - d. Enhancement. The manipulation of the physical, chemical or biological characteristics of a biological wetland to increase or improve specific functions or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention or wildlife habitat. Activities typically consist of planting vegetation, controlling nonnative or invasive species, modifying site elevations to result in open water ponds, or some combination of these. Enhancement results in a change in certain wetland functions and can lead to a decline in other wetland functions. It does not result in a gain in wetland acres.
3. Type and Location of Mitigation. Compensatory mitigation for ecological functions shall be in kind. Compensatory mitigation shall be on site or within the impacted wetland's: (i) contributing area; (ii) stream reach; (iii) sub-watershed; or (iv) watershed. The mitigation site shall be where the greatest level of wetland functions can be achieved. Mitigation actions may be conducted in a different watershed when:
- a. Based on a determination of the natural capacity of the potential mitigation sites to mitigate for the impacts, there are no reasonable on-site or in-watershed opportunities, or those opportunities do not have a high likelihood of success. Consideration shall include: anticipated wetland mitigation replacement ratios, buffer conditions and proposed widths, hydrogeomorphic classes of on-site wetlands when restored, proposed flood storage capacity, and potential to impact riparian fish and wildlife habitat including connectivity; or
 - b. Watershed goals for water quality, flood or conveyance, habitat or other wetland functions have been established and strongly justify location of mitigation at another site; or
4. Mitigation Ratios.
- a. Replacement Ratios.
 - i. The replacement ratios shall apply to wetland mitigation that:
 - (1) Is for the same hydrogeomorphic subclass (e.g., riverine flow-through, depressional outflow or flats), and Cowardin class (e.g., palustrine emergent, palustrine forested or estuarine wetlands);
 - (2) Is on site;
 - (3) Is in the same category;
 - (4) Is implemented prior to or concurrent with alteration; and
 - (5) Has a high probability of success.
 - ii. The replacement ratios are based on replacing the affected wetland with a compensation wetland of the same category, and hydrogeomorphic (HGM) subclass and Cowardin class.
 - iii. The replacement ratios do not apply to the use of credits from a state-certified wetland mitigation bank. When credits from a certified bank are used, replacement ratios should be consistent with the requirements of the bank's certification.

- iv. Mitigation Ratios. Mitigation ratios are as follows (see Section 17.10.090.H.2 for definitions of mitigation actions):

Table 17.10.090(6) Wetland Mitigation Ratios

Category and Type of Wetland	Creation or Re-establishment	Rehabilitation	Enhancement
Category I: Bog, Natural Heritage Site	Not considered possible	Case by Case	Case by Case
Category I: Mature Forest	6:1	12:1	24:1
Category I: Based on Functions	4:1	8:1	16:1
Category II	3:1	6:1	12:1
Category III	2:1	4:1	8:1
Category IV	1.5:1	3:1	6:1

5. Mitigation Timing. The mitigation shall be implemented prior to or concurrent with alterations. If mitigation is implemented after alteration is allowed, the planning official may require additional mitigation to compensate for temporal losses of wetland functions.
6. Buffers for Mitigation Wetlands. Refer to Wetland Buffer Tables 17.10.090(2—4).

17.10.100 Reasonable use exceptions.

- A. Exception Request and Review Process. If the application of this chapter would deny all reasonable economic use of the subject property, the property owner may apply for an exception pursuant to this section through the ~~Critical Areas Permit~~Critical Area Review Process of Section 17.10.040.A.

An application for a reasonable use exception shall be made to the ~~city~~City and shall include a Critical Areas Report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (RCW 43.21C).

- B. Reasonable Use Review Criteria. The ~~city~~City shall approve ~~Critical Areas Permit~~Critical Area Reviews for reasonable use exceptions when all of the following criteria are met:
1. The application of this chapter would deny all reasonable economic use of the property;
 2. No other reasonable economic use of the property has less impact on the critical area;
 3. The proposed impact to the critical area is the minimum necessary to allow for reasonable economic use of the property;
 4. The inability of the applicant to derive reasonable economic use of the property is not the result of actions by the applicant after the effective date of this chapter, or its predecessor;
 5. The proposal does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site;
 6. The proposal mitigates for the loss of critical area functions to the greatest extent feasible; and
 7. The proposal is consistent with other applicable regulations and standards.
- C. Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

17.10.110 Minor exceptions.

- A. Minor Exceptions Authorized. Minor exceptions of no greater than ten percent from the standards of this chapter may be authorized through the ~~critical-area-permit~~Critical Area Review process. No minor exception may reduce a floodway or flood elevation requirement, authorize development posing an unacceptable geologic risk, waive a prohibited CARA use, or reduce a wetland or riparian standard unless a qualified professional demonstrates no net loss of functions and values and consistency with BAS
- B. Minor Exception Criteria. A minor exception from the standards of this chapter may be granted only if the applicant demonstrates that the requested action conforms to all of the following criteria.
 - 1. Unusual conditions or circumstances exist that are peculiar to the intended use, the land, the lot, or something inherent in the land, and that are not applicable to all other lands in the ~~city~~City;
 - 2. The unusual conditions or circumstances do not result from the actions of the applicant;
 - 3. Granting the minor exception requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings under similar circumstances;
 - 4. The minor exception is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the ~~city~~City;
 - 5. Degradation of the functions (including public health and safety) of the subject critical areas and any other adverse impacts resulting from granting the minor exception will be minimized and mitigated to the extent feasible in accordance with the provision of this chapter;
 - 6. Granting the minor exception will not otherwise be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity of the subject property;
 - 7. The proposed development complies with all other applicable standards.
- C. Conditions May Be Required. In granting any minor exception, the ~~city~~City may attach such conditions and safeguards as are necessary to secure adequate protection of critical areas and developments from adverse impacts, and to ensure conformity with this chapter.
- D. Time Limit. The ~~city~~City shall prescribe a time limit within which the action for which the minor exception is required shall be begun, completed, or both. Failure to begin or complete such action within the established time limit shall void the minor exception.
- E. Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and upon which any decision has to be made on the application.

17.10.120 Unauthorized alterations and enforcement.

- A. Enforcement. When a critical area or its buffer has been altered in violation of this Chapter, all ongoing development work shall stop and the critical area shall be restored. The ~~city~~City shall have the authority to issue a "stop-work" order to cease all ongoing development work and order restoration, rehabilitation, or replacement measures at the owner's or other responsible party's expense to compensate for violation of this chapter.
- B. Requirement for Restoration Plan. In the event the ~~city~~City initiates enforcement action or files a complaint in court, the ~~city~~City may require a restoration plan consistent with the requirements of this chapter. Such a plan shall be prepared by a qualified professional using the best available science and shall describe how the actions proposed meet the minimum requirements described below. The planning official shall, at the violator's expense, seek expert advice in determining whether the plan restores the affected area to its pre-existing condition or, where that is not possible, restores the functions of the affected area. Inadequate plans shall be returned to the applicant or violator for revision and re-submittal.
- C. Minimum Performance Standards for Restoration. For alterations to frequently flooded areas, wetlands, and fish and wildlife habitat conservation areas, the following minimum performance standards shall be met for

the restoration of a critical area, provided that if the violator can demonstrate that greater functional and habitat values can be obtained, these standards may be modified:

1. The structure and functions of the critical area or buffer prior to violation shall be restored, including water quality and habitat functions;
 2. The soil types and configuration prior to violation shall be replicated;
 3. The critical area and buffers shall be replanted with native vegetation;
 4. Drainage patterns shall be resorted to those existing before the alteration; and
 5. Information demonstrating compliance with the requirements in Section 17.10.050.F, mitigation plan requirements shall be submitted to the planning official.
- D. Site Investigations. The planning official is authorized to make site inspections and take such actions as are necessary to enforce this chapter. As a condition of the restoration plan, the applicant shall grant reasonable access to the property.
- E. Noncompliance in Frequently Flooded Areas. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction, be subject to enforcement under this section. Nothing herein contained shall prevent the CityCity of Medical Lake from taking such other lawful action as is necessary to prevent or remedy any violation.

17.10.130 Definitions.

Alkali Wetland - A wetland characterized by the presence of shallow saline water with a high PH, as described in Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology publication #14-06-30, or as revised).

Alteration - Any human-induced change in an existing condition of a critical area or its buffer. Alterations include, but are not limited to, grading, filling, channelizing, dredging, clearing of vegetation, construction, compaction, excavation, or any other activity that changes the character of the critical area.

Best Available Science - Current scientific information used in the process to designate, protect, or restore critical areas that is derived from valid scientific process as defined by WAC 365-195-900 through 925.

Best Management Practices - The utilization of methods, techniques, or products which have been demonstrated to be the most effective and reliable for minimizing impacts.

Bog - A low-nutrient, acidic wetland with organic soils and characteristic bog plants, as described in Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology publication #14-06-30, or as revised).

Buffer - The area contiguous with a critical area that maintains the functions and/or structural stability of the critical area.

Calcareous Fen - An alkaline peat wetland in which the groundwater is typically rich in calcium and magnesium sulfates, as described in Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology publication #14-06-30, or as revised).

Channel Migration Zone - The area within which a river channel is likely to migrate and occupy over a specified time period (e.g., one hundred years).

Clearing - The destruction, disturbance, or removal of logs, scrub-shrub, stumps, trees, or any vegetative material by burning, chemical, mechanical, or other means.

Critical Areas - Critical areas include any of the following areas or ecosystems: fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, critical aquifer recharge areas, and wetlands, as defined in RCW 36.70A and this chapter.

Creation - The manipulation of the physical, chemical, or biological characteristics to develop a wetland on an upland or deepwater site, where a wetland did not previously exist. Creation results in a gain in wetland acreage and function. A typical action is the excavation of upland soils to elevations that will produce a wetland hydroperiod and hydric soils, and support the growth of hydrophytic species.

Development - A land use consisting of the construction or exterior alteration of structures; grading, dredging, drilling, or dumping; filling; removal of sand, gravel, or minerals; bulk heading; driving of pilings; or any project of a temporary or permanent nature which modifies structures, land, or shorelines.

Enhancement - The manipulation of the physical, chemical, or biological characteristics of a critical area to heighten, intensify or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in critical area function(s) and can lead to a decline in other critical area functions, but does not result in the gain of critical area acres. Examples are planting vegetation, controlling non-native or invasive species, and modifying site elevations to alter hydroperiods.

Fish and Wildlife Habitat Conservation Areas - Areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors, and areas with high relative population density or species richness. Counties and cities may also designate locally important habitats and species. Fish and wildlife habitat conservation areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

Flood Hazard Area - The lands listed in a floodplain which are areas adjacent to a lake, stream, ocean or other body of water lying outside the ordinary band of the water body and periodically inundated by flood flow subject to a one percent or greater expectancy of flooding in any given year.

Floodway - Is the area that has been established in federal emergency management agency flood insurance rate maps or floodway maps.

Frequently Flooded Areas - Lands in the flood plain subject to at least a one percent or greater chance of flooding in any given year, or within areas subject to flooding due to high groundwater. These areas include, but are not limited to, streams, rivers, lakes, coastal areas, wetlands, and areas where high groundwater forms ponds on the ground surface.

Functions and Values - The services provided by critical areas to society, including, but not limited to, improving and maintaining water quality, providing fish and wildlife habitat, supporting terrestrial and aquatic food chains, reducing flooding and erosive flows, wave attenuation, historical or archaeological importance, educational opportunities, and recreation.

Hydric Soil - The soil that is saturated, flooded or ponded long enough during the growing season to develop anaerobic conditions in the upper part.

Hydroperiod - The seasonal occurrence of flooding and/or soil saturation which encompasses the depth, frequency, duration and seasonal pattern of inundation.

Hydrophyte - An aquatic plant growing in water or on a substrate (hydric soil) that is at least periodically deficient in oxygen where the saturated soil is too wet for most plants to survive. Examples of these plants are cattails, sedges and bulrush.

Impervious Surface - A surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the

surface in greater quantities or at an increased rate of flow from the flow present under pre-development or pre-developed conditions. Common impervious surfaces include, but are limited to, rooftops, walkways, patios, driveways, parking lots, storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

In-Kind Compensation - To replace critical areas with substitute areas whose characteristics and functions closely approximate those destroyed or degraded by regulated activity.

Infiltration - The downward entry of water into the immediate surface of soil.

Isolated Wetland - A wetland that is hydrologically isolated from other aquatic resources.

Mature and Old-Growth Forested Wetland - As defined by Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology publication #14-06-30, or as revised).

Mitigation - Avoiding, minimizing, or compensating for adverse critical area impacts.

Monitoring - Evaluating the impacts of development proposals on the biological, hydrological, and geological elements of such systems, and assessing the performance of required mitigation measures through the collection and analysis of data by various methods for the purpose of understanding and documenting changes in natural ecosystems and features. Monitoring includes gathering baseline data.

Native Vegetation - Plant species that occur naturally in a particular region or environment and were present before European colonization.

Ordinary High Water Mark - That mark which is found by examining the bed and banks of water bodies and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, that the soil has a character distinct from that of the abutting upland in the respect to vegetation.

Planning Official - The [cityCity](#) official appointed or retained by the [cityCity](#) to administer to administer and enforce zoning and planning regulations.

Priority Habitat - The seasonal range or habitat element with which a given species is primarily associated and which, if altered, may reduce survival potential of that species over the long term. These may include: habitat areas of high relative density or species richness, breeding habitats, with high vulnerability to alteration.

Priority Species - Species which are of concern due to their population status and sensitivity to habitat alteration. Priority species include those which are state listed as endangered, threatened, or sensitive species as well as other species of concern and game species.

Qualified Professional - A person with expertise in the pertinent scientific discipline directly related to the critical area in question. The qualified professional shall have a minimum of a B.S. or B.A., or equivalent certification, and a minimum of two years of directly related work experience.

Qualified Professional, Wetlands - A qualified professional for wetlands must be a professional wetland scientist with at least two years of full-time work experience as wetland professional, including delineating wetlands using the federal manual and supplements, preparing wetlands reports, conducting function assessments, and developing implementing mitigation plans.

Rare, Threatened, or Endangered Species - Plant or animal species that are regionally relatively uncommon, are nearing endangered status, or whose existence is in immediate jeopardy and that are usually restricted to highly specific habitats.

Reestablishment - The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former critical area. Reestablishment results in rebuilding a former critical area and results in a gain in critical area acres and functions. Activities could include removing fill, plugging ditches, or breaking drain tiles.

Rehabilitation - The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions and processes of a degraded critical area. Rehabilitation results in a gain in

wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or returning tidal influence to a wetland.

Repair or Maintenance - An activity that restores the character, scope, size, and design of serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design and drain, dredge, fill, flood, or otherwise alter critical areas are not included in this definition.

Restoration - Measures taken to restore an altered or damaged natural feature, including:

1. Active steps taken to restore damaged wetlands, streams, protected habitat, or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
2. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.

Riparian - Relating to or living or located on the bank of a natural watercourse (such as a river) or sometimes of a lake or a tidewater.

Riparian Management Zone - The riparian management zone is defined by the greater of the outermost point of the riparian vegetative community or the pollution removal function, at one hundred feet.

Species - Any group of animals or plants classified as a species or subspecies as commonly accepted by the scientific community.

Stream - An area where open surface water produces a defined channel or bed, not including irrigation ditches, canals, storm or surface water runoff devise, or other entirely artificial watercourses, unless they are used by salmonids or are used to convey a watercourse naturally occurring prior to construction. A channel or bed need not contain water year-round, provided there is evidence of at least intermittent flow during years of normal rainfall.

Unavoidable Impacts - Adverse impacts that remain after all appropriate and practicable avoidance and minimization has been achieved.

Vernal Pool - Small depressions in scabrock or in shallow soils that fill with snowmelt or spring rains as described in Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology publication #14-06-30, or as revised).

Water-Dependent Activity - An activity or use that requires the use of surface water to fulfill the basic purpose of the proposed project.

Wetlands - Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate the conversion of wetlands.

Wetland of High Conservation Value - A wetland that has been identified by scientists from the Washington Natural Heritage Program as an important ecosystem for maintaining plant diversity in Washington State.



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

9/15/2026 City Council Meeting

To: City Council
From: Elisa Rodriguez, Senior Planner
TOPIC: Periodic Update: Official Zoning Map

Requested Action:

Provide feedback and guidance on the proposed Official Zoning Map and its consistency with the Comprehensive Plan and adopted zoning districts via Ordinance 1144.

Key Points:

A zoning map is an official, legally binding document that visually outlines how land within a community is divided into specific zoning districts. The existing and proposed zoning maps are attached.

Per Ordinance 1144, adopted by the City Council in April 2026, the City now has five zoning districts to be applied within the city limits. These districts are as follows:

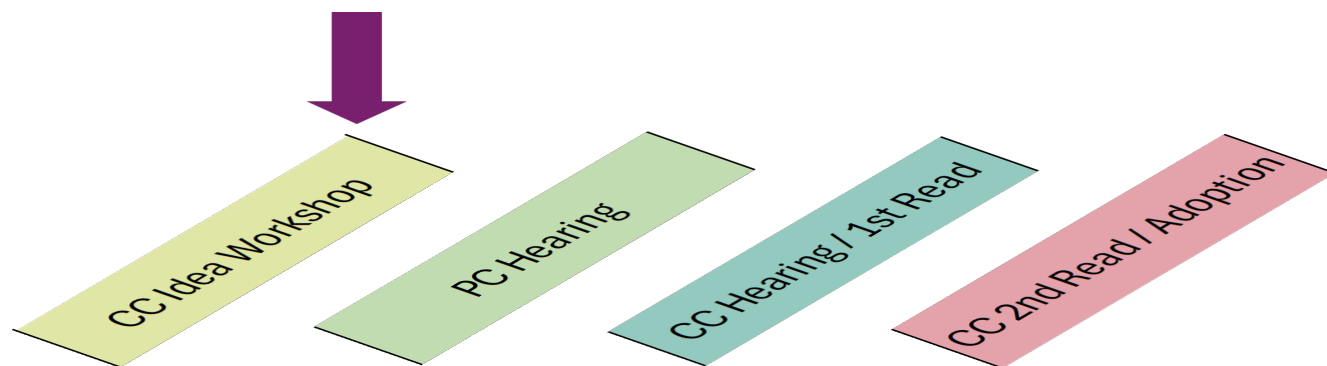
- Low Density Residential (LDR). Intended to preserve and expand neighborhoods characterized by detached single family housing. This designation also supports middle income housing through accessory dwelling units, group living, and cottage housing, consistent with adopted zoning standards.
- Medium Density Residential (MDR). Intended to preserve and enhance older residential areas near commercial centers and services. This designation allows townhouses, plexes, cottage housing, and multi dwelling developments to support housing diversity and efficient land use.
- Central Business District (CBD). The CBD is intended to preserve and enhance downtown as a compact, walkable, mixed use center. Commercial uses, housing, offices, services, and civic spaces are integrated vertically and horizontally, with pedestrian oriented design standards.
- Mixed Use (MU). Mixed Use areas accommodate larger scale residential and commercial development, supporting housing, employment, services, and regional access. These areas provide flexibility for evolving land use needs while emphasizing connectivity and design quality.
- Public Facilities (PF). This designation recognizes the distinct nature of public services and institutional uses, including utilities, schools, parks, civic buildings, and essential public facilities, including the State institutions.

Background Discussion:

The current zones Single-Family Residential (R-1), Two-Family Residential (R-2), Multiple-Family Residential (R-3), Commercial (C-1), and Light Industrial (I-1) were adopted into the municipal code

in 1960. Institutional Zoning was added in 1994. Parks, Open Space, Schools, Public Lands, and Single-Family Planned Residential (R-1P) were added in 1999. Finally, Mixed -Use Commercial (MC-1) was added in 2000.

Because the Official Zoning Map is a result of recent code amendments and the new comprehensive plan, the adoption process is shorter. This is the step 1 of a 4-step process for adopting a new official zoning map.

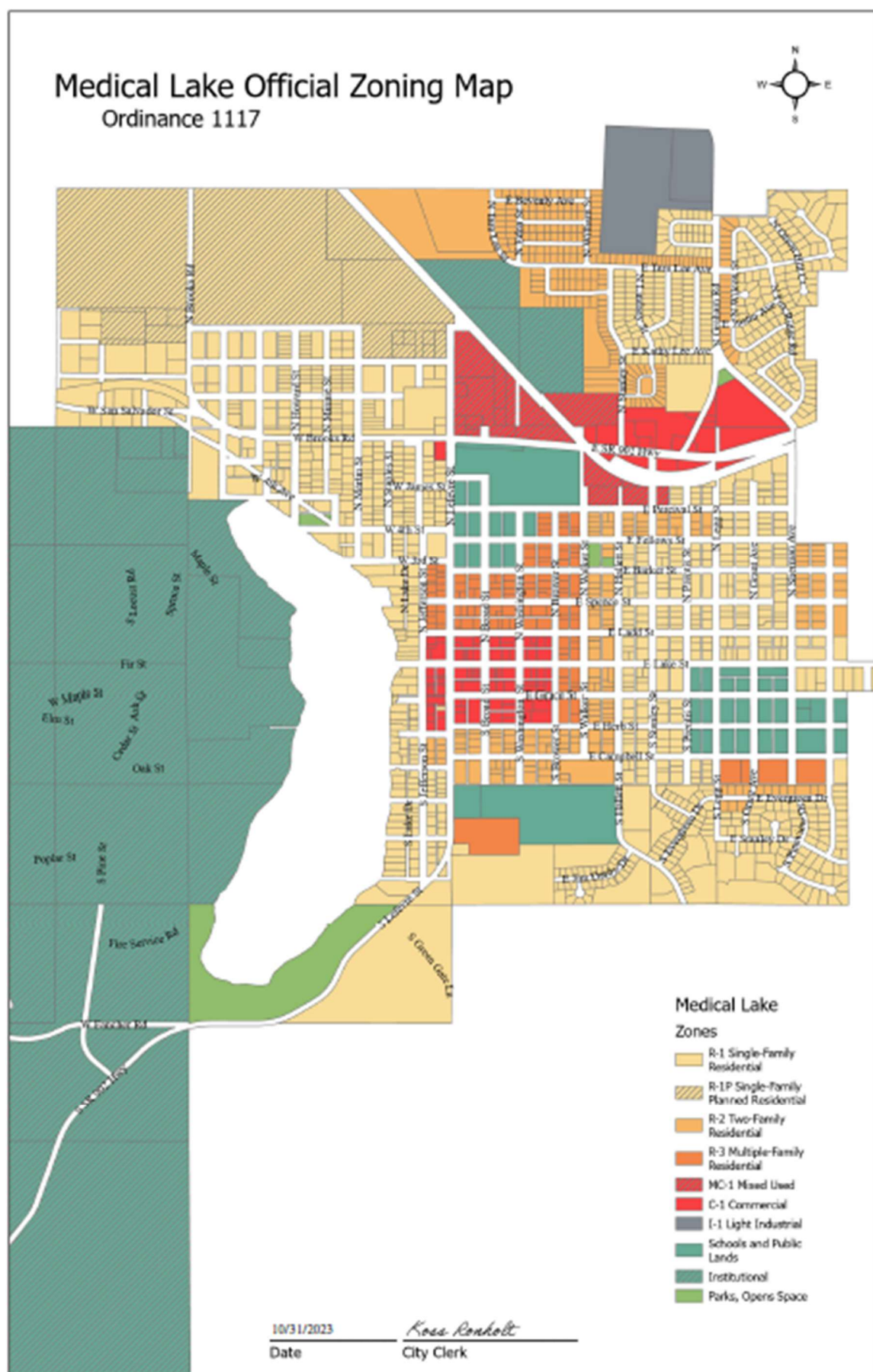


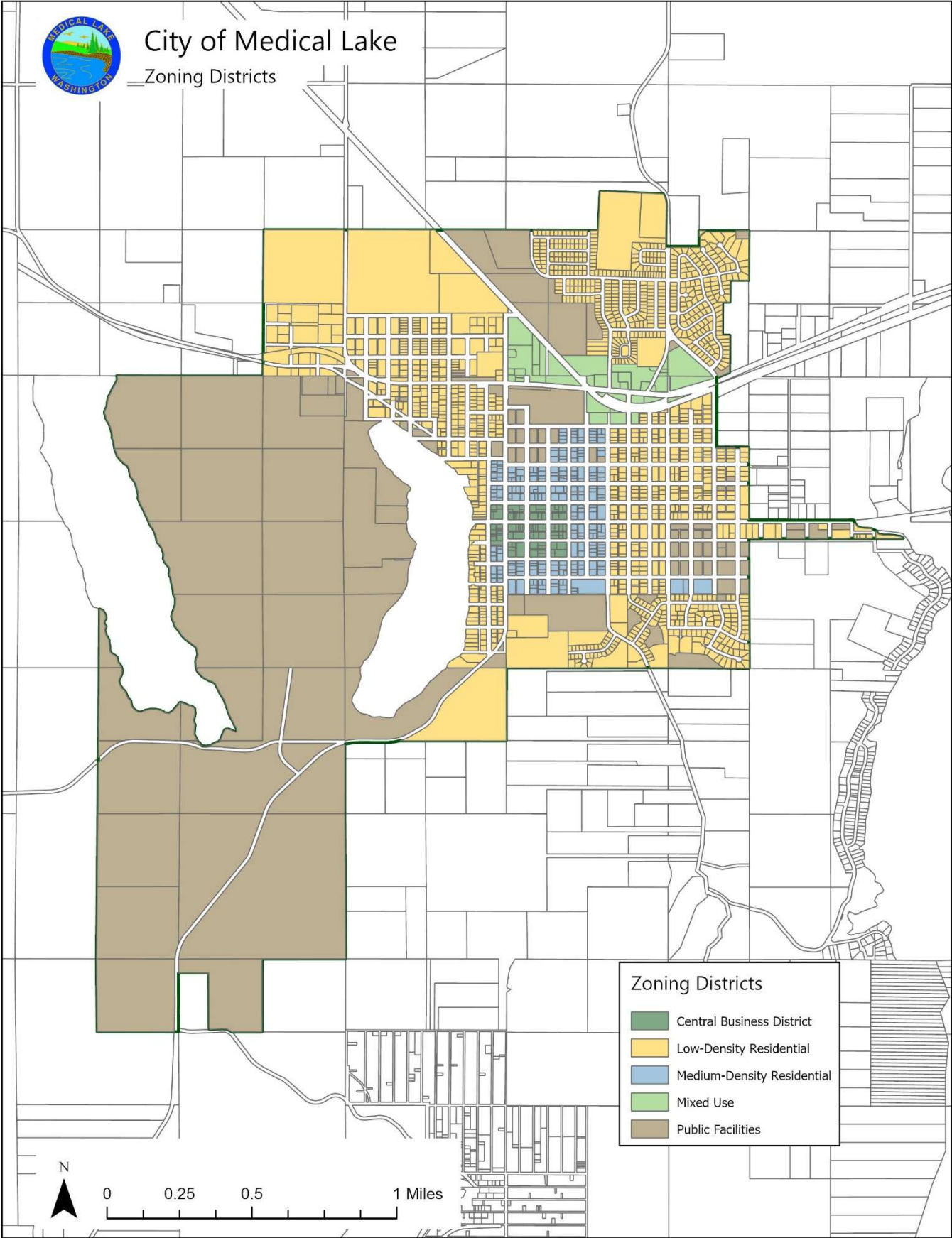
Public Involvement:

The draft Zoning Map is informed by and created with the information from the new Comprehensive Plan and the zoning districts adopted via Ordinance 1144. The public is invited to provide comment at public hearings with the Planning Commission and City Council. In addition, the map is available on the City website for review and comment by the public.

Next Steps:

After review and recommendation is made by the Planning Commission, a public hearing will be held with City Council. This hearing is currently scheduled for October 6, 2026.







9/15/2026 City Council Meeting

To: City Council
From: Sonny Weathers, City Administrator
TOPIC: 2027 Draft Legislative Priorities

Requested Action:

Review the draft 2027 legislative priorities and provide feedback regarding the proposed capital and policy requests. Council direction will be used to refine the agenda before it is finalized and presented to legislators, state agencies, and regional partners in advance of the 2027 Legislative Session.

Key Points:

- City Hall Public Safety Modernization: Seek state matching funds to replace aging windows, doors, roofing, and HVAC systems, improve the reliability of essential municipal operations, reduce energy and maintenance costs, and complement the City's pending federal funding request. The final state funding amount remains under development.
- Community Policing: Pursue permanent statutory funding for the Community Partnership Program serving Eastern State Hospital, replacing the need to secure funding through a biennial budget proviso.
- Legacy Developed Areas: Seek a narrow Growth Management Act amendment allowing counties to include qualifying, already-developed neighborhoods within an urban growth area when necessary to address public health, water quality, wildfire resilience, or emergency access, without authorizing new greenfield expansion.
- Property-Tax Disaster Relief: Support a targeted statutory change to ensure qualifying disaster survivors are not unintentionally denied existing property-tax relief because filing deadlines occur while affected households are displaced or navigating recovery.
- PFAS Mitigation: Request state support for interim mitigation at No Name Ditch to reduce continued PFAS migration while broader investigation and long-term remediation efforts proceed.
- The City would also continue supporting applicable legislative priorities advanced by the Association of Washington Cities.

Background Discussion:

The City develops an annual legislative agenda to clearly communicate its capital, policy, and intergovernmental priorities and to position Medical Lake for effective advocacy before and during the legislative session. The draft priorities have been developed through coordination among the Mayor, City staff, and Emily Shay of Gordon Thomas Honeywell Government Relations, with consideration given to legislative feasibility, alignment with state priorities, and the City's strategic and capital needs.

The current draft places the statewide capital emphasis on City Hall modernization while pursuing other grant opportunities for wastewater and Waterfront Park projects. The policy priorities reflect issues arising from Medical Lake's experience as a small rural city hosting major state facilities, recovering from regional wildfires, protecting groundwater resources, and

addressing infrastructure and emergency-access challenges in established neighborhoods outside the current urban growth area.

Early adoption will provide time to prepare supporting data, identify legislative sponsors, coordinate with affected agencies and partners, and brief newly elected legislators before the start of the 2027 session.

Public Involvement:

The draft priorities are being presented during an open City Council workshop, where Councilmembers and members of the public may review and comment on the proposed agenda. The priorities also reflect issues identified through the City's strategic planning, comprehensive planning, disaster-recovery, infrastructure, and community-engagement efforts. Additional outreach may occur as individual proposals are refined with residents, partner agencies, property owners, and other affected stakeholders.

Next Steps:

Following Council direction, staff and the City's government-relations consultant will revise the draft priorities, confirm outstanding funding amounts and supporting information, and prepare the agenda for formal Council consideration. Planned advocacy activities include a pre-session presentation, targeted meetings with legislators and agency representatives, development of draft policy language where appropriate, and potential site visits focused on PFAS, water infrastructure, parks, and community resilience.



9/15/2026 City Council Meeting

To: City Council
From: Sonny Weathers, City Administrator
TOPIC: Draft Job Descriptions

Requested Action:

Review and provide direction on the proposed job descriptions for Streets Lead, Streets Technician, WWTP Laboratory Lead, WWTP Plant Operations Lead, and Communications Coordinator. Staff intends to incorporate Council feedback and complete the applicable legal, labor, classification, and budget reviews before returning the descriptions for formal approval.

Key Points:

- The Streets Lead and Streets Technician descriptions establish defined roles for maintaining streets, rights-of-way, stormwater facilities, signs, equipment, and related infrastructure. The Streets Lead provides daily work coordination and field leadership, while the Streets Technician performs skilled maintenance, repair, inspection, emergency-response, and operational-support duties.
- The WWTP Laboratory Lead serves as the technical lead for laboratory operations, regulatory monitoring, quality assurance, data integrity, compliance reporting, and staff training. The position may also serve as Operator-in-Charge when designated.
- The WWTP Plant Operations Lead provides day-to-day operational leadership for wastewater treatment, reclaimed water, biosolids management, equipment maintenance, process control, regulatory compliance, emergency response, and operator development.
- The part-time Communications Coordinator would centralize website, social-media, newsletter, public-engagement, emergency-information, media-support, branding, accessibility, and records-retention responsibilities. The description also includes coordination with departments and partner organizations to promote City programs and community events.

Background Discussion:

The proposed descriptions are intended to clarify duties, qualifications, certifications, reporting relationships, lead-worker responsibilities, and operational expectations for several important City functions. The Streets positions would establish a more defined transportation and stormwater maintenance structure in place of broadly defined general maintenance roles. The Streets Lead would coordinate daily work, inspections, maintenance planning, emergency response, and field activities, while the Streets Technician would provide skilled operational support under the direction of the Streets Lead and Public Works Director..

The two WWTP descriptions distinguish laboratory leadership from plant operational leadership. The Laboratory Lead focuses on sampling, testing, quality assurance, regulatory documentation, data analysis, and laboratory accreditation readiness. The Plant Operations Lead focuses on treatment processes, equipment reliability, preventative maintenance, SCADA monitoring, biosolids and reclaimed-water operations, and day-to-day direction of operators. Together, the positions support the WWTP work plan's emphasis on certified staffing, succession planning, permit compliance, infrastructure reliability, safety, and continuity of operations.

The Communications Coordinator is proposed as a part-time Administrative Services position supporting accurate, timely, consistent, and accessible City communications. The role would maintain an editorial calendar, coordinate website and social-media content, translate technical information into plain language, support public engagement and emergency communications, respond to recurring information needs, and strengthen coordination with community partners. The draft reflects the City's interest in making its website the primary source for substantive public information while consistently extending approved information through other communication channels.

Public Involvement:

No formal public-engagement process has been conducted specifically for these draft job descriptions. Council's workshop discussion will occur during a public meeting, and members of the public may provide comment through the City's established meeting-comment procedures..

Next Steps:

Following Council discussion, staff will incorporate recommended revisions and complete legal and applicable labor review. Staff will also verify consistency among position titles, reporting relationships, qualifications, certification requirements, compensation ranges, appointment language, and adopted personnel policies. Final job descriptions will then be returned to Council for formal consideration, with any staffing or compensation impacts addressed through the 2027 budget process before recruitment, posting, or appointment.

City of Medical Lake

Job Description



Job Title: Streets Lead

Department: Public Works

Reports To: Public Works Director

Effective Date: 10/6/2026

Pay Range: [REDACTED]

The Streets Lead is appointed by the Mayor and reports to the Public Works Director. Work is performed under general guidance and direction and according to City policies, procedures, and various State and federal regulations.

Major Function and Purpose

The Streets Lead is a full-time lead worker responsible for coordinating, maintaining, repairing, and improving the City's transportation and stormwater infrastructure systems. The position provides day-to-day leadership of Streets Department operations and works closely with Water, Sewer, Parks, and other Public Works personnel to ensure safe, reliable, efficient, and cost-effective delivery of municipal services.

The Streets Lead supports the City's strategic priorities by promoting community safety, protecting public infrastructure investments, maintaining regulatory compliance, enhancing operational resilience, and delivering high-quality customer service. The position exercises independent judgment in field operations, emergency response activities, infrastructure maintenance, and work prioritization.

A. Essential Functions:

1. Provides day-to-day direction, prioritizes tasks, coordinates field activities, and ensures work is completed in accordance with established standards and safety requirements.
2. Installs, repairs, and maintains traffic control signs and related street signage.
3. Assists with snow and ice control operations, including coordinating crew callouts and operating snowplows and other related equipment.
4. Provides street valve and manhole repairs.

5. Works in adverse weather conditions and potentially hazardous environments for extended periods of time.
6. Performs and documents preventive maintenance on City vehicles and equipment.
7. Performs routine condition assessments of streets, sidewalks, drainage systems, signs, and associated infrastructure.
8. Performs repair and maintenance of City streets and alleys.
9. Repairs, maintains, and installs storm sewer lines and catch basins.
10. Assists with coordination and inspection of contractor work occurring within street rights-of-way.
11. Enters confined spaces in compliance with all safety regulations and requirements.
12. Responds to emergency calls during off-duty hours.
13. Carries a cellular phone and remains available during assigned 24-hour on-call rotations.
14. Operates heavy equipment, specialized instruments, and tools owned by the City.
15. Handles hazardous materials in accordance with established safety procedures and regulations.
16. Performs duties for other City departments as requested by department heads and approved by the Public Works Director.
17. Maintains accurate records of completed work, inspections, maintenance activities, equipment usage, and infrastructure conditions.
18. Performs other duties as assigned.

The job description should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform any other related duties, as may be lawfully required by their supervisor.

B. Secondary Functions:

All Public Works employees are expected to assist or provide coverage for other Public Works personnel as needed, including but not limited to:

1. Sewer collection system maintenance and repair.
2. Meter reads as needed.
3. Water well operation and maintenance.
4. Lift station operation and maintenance.
5. Park attendant and grounds maintenance duties, including assisting the Parks and Recreation Department with maintenance and repair of park equipment and irrigation systems.
6. Lake aerator repair and maintenance.
7. Performs administrative duties, including answering phones, completing work orders, processing purchase orders, and assisting citizens with water shut-off notices.

C. Supervisory Responsibility

Provides lead direction and technical guidance to assigned personnel. Responsibilities include organizing work assignments, coordinating field activities, training employees, monitoring work quality, ensuring compliance with safety requirements, and communicating operational needs to the Public Works Director.

This position functions as a working lead and does not have independent authority to hire, discipline, terminate, or conduct formal performance evaluations unless specifically delegated.

D. Reporting Relationships

Reports to the Public Works Director.

E. Knowledge, Skills, or Abilities Desired

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

- Strong reading, writing, and mathematical skills with the ability to effectively multitask and achieve established goals.
- Knowledge of and experience operating heavy equipment.

- Knowledge of and ability to perform gas, arc, and MIG welding.
- Ability to perform general mechanical repairs on equipment, vehicles, and buildings.
- Comply with all City safety policies and applicable local, state, and federal regulations.
- Basic computer proficiency.

F. Special Requirements

Required:

- Washington State certification in flagging and traffic control (or ability to obtain within 6 months).
- Washington State certification as a pesticide and/or herbicide applicator (or ability to obtain within 6 months).
- Valid Washington State Driver License.
- CPR/First Aid certification within six months.

Preferred:

- Confined Space Entry training
- Excavation and Trenching safety training.
- NIMS ICS-100 and ICS-200 emergency management coursework.

G. Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Appropriate safety equipment, clothing, and training in its use are provided by the employer.

While performing the duties of this job, the employee regularly works outdoors with exposure in varying weather conditions, including occasional severe weather. The position frequently involves working near moving mechanical parts and exposure to freezing, wet, humid, and vibrating conditions. The employee may occasionally work at heights or in precarious locations and may be exposed to fumes, airborne particles, toxic or caustic chemicals, and risk of electric shock. The noise level in the work environment is frequently loud. Use of personal protective equipment (PPE) required. Subject to rotating schedules, weekend work, overtime, and emergency call-outs as needed.

H. Contacts and Relationships

The Streets Lead will have daily contact with employees of the City and members of the public. The employee is expected to conduct themselves in a manner creditable to the City in all contacts with any individual, agency, or jurisdiction.

I. Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands and fingers to handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee is required to stand, walk, bend, reach, climb or balance, stoop, kneel, and communicate effectively in person, by radio, by telephone, and through written documentation, with or without reasonable accommodation.. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds within WISHA safety limitations. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

J. Experience and Training

A high school diploma or GED is required.

Three years or more of progressively responsible public works, street maintenance, construction, utility, heavy equipment, or related experience.

Experience leading or coordinating work crews preferred.

Ability to obtain and maintain a Class B CDL within one year.

Any combination of experience and training that provides the desired skills, knowledge, and abilities will be considered.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

K. Selection Guidelines

Formal application, rating of education and experience, oral interview and reference check, and job-related tests may be required.

The duties above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change. This job description should not be construed to imply that these requirements are the exclusive standards of the position. The duties listed above are intended only as illustrations of the various types of work that may be performed. Incumbents will follow any other instructions, and perform any other related duties, as may be lawfully required by their supervisor.

Signature

Date

City of Medical Lake

Job Description



Job Title: Streets Technician

Department: Public Works

Reports To: Public Works Director/Streets Lead

Effective Date: 10/6/2026

Pay Range: [REDACTED]

The Streets Technician is appointed by the Mayor and reports to the Public Works Director. Work is performed under general guidance and direction and according to City policies, procedures, and various State and federal regulations.

Major Function and Purpose

The Streets Technician performs skilled work in the operation, maintenance, repair, and improvement of City streets, rights-of-way, stormwater facilities, equipment, and related public infrastructure. The position supports the delivery of safe, reliable, and efficient public services through infrastructure maintenance, emergency response, preventative maintenance, and operational support activities.

Working under the direction of the Streets Lead and Public Works Director, the Streets Technician exercises independent judgment in assigned work tasks, promotes safe work practices, interacts professionally with the public, and supports the City's commitment to stewardship, resiliency, customer service, and operational excellence.

A. Essential Functions:

1. Installs, repairs, and maintains traffic control signs and related street signage.
2. Assists with snow and ice control operations, including operating snowplows and other related equipment.
3. Provides street valve and manhole repairs.
4. Works in adverse weather conditions and potentially hazardous environments for extended periods of time.

5. Performs and documents preventive maintenance on City vehicles and equipment.
6. Performs routine inspections of streets, rights-of-way, sidewalks, signs, stormwater facilities, and related infrastructure.
7. Performs repair and maintenance of City streets and alleys.
8. Repairs, maintains, and installs storm sewer lines and catch basins.
9. Assists in preparing materials, equipment, and work sites for planned maintenance and construction activities.
10. Enters confined spaces in compliance with all safety regulations and requirements.
11. Responds to emergency calls during off-duty hours.
12. Carries a cellular phone and remains available during assigned 24-hour on-call rotations.
13. Operates heavy equipment, specialized instruments, and tools owned by the City.
14. Handles hazardous materials in accordance with established safety procedures and regulations.
15. Maintains accurate work records, maintenance logs, inspection reports, equipment usage records, and work order documentation.
16. Performs duties for other City departments as requested by department heads and approved by the Public Works Director.

The job description should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform any other related duties, as may be lawfully required by their supervisor.

B. Secondary Functions:

All Public Works employees are expected to assist or provide coverage for other Public Works personnel as needed, including but not limited to:

1. Sewer collection system maintenance and repair.
2. Meter reads as needed.
3. Water well operation and maintenance.

4. Lift station operation and maintenance.
5. Park attendant and grounds maintenance duties, including assisting the Parks and Recreation Department with maintenance and repair of park equipment and irrigation systems.
6. Lake aerator repair and maintenance.
7. Performs administrative duties, including answering phones, completing work orders, processing purchase orders, and assisting citizens with water shut-off notices.

C. Supervisory Responsibility

May provide work direction and technical assistance to temporary employees, seasonal workers, volunteers, or intergovernmental work crews as assigned. This position does not exercise formal supervisory authority.

D. Reporting Relationships

Reports to the Streets Lead and Public Works Director.

E. Knowledge, Skills, or Abilities Desired

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

- Strong reading, writing, and mathematical skills with the ability to effectively multitask and achieve established goals.
- Knowledge of and experience operating heavy equipment.
- Knowledge of and ability to perform gas, arc, and MIG welding.
- Ability to perform general mechanical repairs on equipment, vehicles, and buildings.
- Comply with all City safety policies and applicable local, state, and federal regulations.
- Basic computer proficiency.

F. Special Requirements

Required:

- Washington State certification in flagging and traffic control (or ability to obtain within 6 months).
- Valid Washington State Driver License.

Preferred:

- CPR/First Aid certification
- Confined Space Entry training
- Excavation and Trenching safety training.

G. Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Appropriate safety equipment, clothing, and training in its use are provided by the employer.

While performing the duties of this job, the employee regularly works outdoors with exposure in varying weather conditions, including occasional severe weather. The position frequently involves working near moving mechanical parts and exposure to freezing, wet, humid, and vibrating conditions. The employee may occasionally work at heights or in precarious locations and may be exposed to fumes, airborne particles, toxic or caustic chemicals, and risk of electric shock. The noise level in the work environment is frequently loud. Use of personal protective equipment (PPE) required. Subject to rotating schedules, weekend work, overtime, and emergency call-outs as needed.

H. Contacts and Relationships

The Streets Technician will have daily contact with employees of the City and members of the public. The employee is expected to conduct themselves in a manner creditable to the City in all contacts with any individual, agency, or jurisdiction.

I. Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands and fingers to handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee is required to stand, walk, bend, reach, climb or balance, stoop, kneel, and communicate effectively in person, by radio, by telephone, and through written documentation, with or without reasonable accommodation. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds within WISHA safety limitations. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

J. Experience and Training

A high school diploma or GED is required.

One to three years or more of public works, transportation maintenance, construction, utility maintenance, heavy equipment, landscaping, or related experience.

Ability to obtain and maintain a Class B CDL within one year.

Any combination of experience and training that provides the desired skills, knowledge, and abilities will be considered.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

K. Selection Guidelines

Formal application, rating of education and experience, oral interview and reference check, and job-related tests may be required.

The duties above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change. This job description should not be construed to imply that these requirements are the exclusive standards of the position. The duties listed above are intended only as illustrations of the various types of work that may be performed. Incumbents

will follow any other instructions, and perform any other related duties, as may be lawfully required by their supervisor.

Signature

Date

DRAFT

City of Medical Lake

Job Description



Job Title: WWTP Laboratory Lead

Department: Waste-Water Treatment Plant

Reports To: WWTP Director

Effective Date: 10/6/2026

Pay Range: \$27.27 - \$37.16 per hour

The WWTP Laboratory Lead is appointed by the Mayor and reports to the WWTP Director. Work is performed under general guidance and direction and according to City policies, procedures, and various State and federal regulations.

Major Function and Purpose

The Lead Laboratory Operator serves as the City's technical lead for wastewater laboratory operations, regulatory monitoring, quality assurance, and environmental compliance. The position coordinates laboratory activities, supports process optimization, maintains the integrity of regulatory reporting, and provides lead direction to laboratory and operations personnel.

The position contributes to the City's strategic priorities by protecting public health, maintaining permit compliance, supporting reliable treatment plant operations, reducing environmental risk, promoting continuous improvement, and preserving critical wastewater infrastructure assets. The Lead Laboratory Operator may serve as Operator-in-Charge when designated.

A. Essential Functions:

1. Performs chemical, biological, and physical analyses of wastewater, influent, effluent, and biosolids samples in accordance with State and EPA approved methods.
2. Maintains laboratory records, QA/QC programs, and prepares regulatory compliance reports (e.g., DMRs)
3. Leads and trains laboratory and operations staff in sampling, testing, and data management procedures.
4. Ensures laboratory instruments and equipment are properly calibrated, maintained, and operated safely.

5. Investigates permit exceedances, anomalous results, and laboratory discrepancies and assists in corrective action implementation.
6. Reviews, validates, trends, and interprets operational and laboratory data to identify treatment plant performance issues and optimization opportunities.
7. Develops performance indicators and trend analyses to support operational decision making.
8. Maintains laboratory databases, electronic records, and compliance documentation.
9. Develops preventative maintenance schedules for laboratory equipment and instrumentation.
10. Assists with laboratory capital planning, equipment replacement evaluations, and technology upgrades.
11. Coordinates equipment servicing, calibration, troubleshooting, and vendor support activities.
12. Assists in developing and updating standard operating procedures (SOPs) for laboratory activities.
13. Participates in wastewater plant operations, maintenance, and process control activities as needed.
14. Monitors laboratory and treatment plant activities for compliance with NPDES permit requirements, Department of Ecology regulations, accreditation requirements, and internal operating procedures.
15. Supports safety and emergency response procedures as part of the plant operations team.
16. Receives direction from the WWTP Director and exercises lead supervision over up to three (3) WWTP Operators and other assigned staff.
17. Serves as on-call operator on a rotating basis, including weekends and holidays.
18. Performs other duties as assigned.

The job description should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other instructions and perform any other related duties, as may be lawfully required by their supervisor.

B. Supervisory Responsibility

Provides lead direction, scheduling assistance, technical guidance, training, and work coordination for assigned wastewater treatment personnel. This position does not independently hire, discipline, terminate, or perform formal evaluations except when specifically delegated by the Wastewater Director.

C. Reporting Relationships

Reports to the WWTP Director.

D. Knowledge, Skills, or Abilities Desired

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

Knowledge Of:

- Principles, methods, and practices of wastewater treatment, collection systems, biosolids handling, and reclaimed water reuse.
- State and Federal regulations governing wastewater treatment and discharge (DOE, EPA, and NPDES)
- SCADA systems and computerized maintenance management systems.
- Wastewater laboratory testing methods, QA/QC procedures, and applicable WAC/EPA standards.
- Laboratory accreditation standards and audit preparation.
- Data management and laboratory information systems.
- Asset management principles.
- Risk management and environmental compliance systems.
- Emergency response procedures for wastewater facilities.

Skilled In:

- Operating, maintaining, and troubleshooting wastewater treatment equipment.
- Analyzing operational data and adjusting treatment processes accordingly.
- Regulatory interpretation and compliance reporting.

- Root-cause analysis and corrective actions.
- Trend analysis and process optimization.
- Technical report writing.
- Public and regulatory agency interactions.
- Leading and training staff effectively and maintaining cooperative working relationships.

E. Special Requirements

Required:

- Washington State Wastewater Treatment Plant Operator Group II minimum.
- Valid Washington State Driver License.
- CPR/First Aid certification within six months.

Preferred:

- Lab Analyst certification from the Washington Environmental Laboratory Accreditation Program (WELAP).
- ICS-100 and ICS-200 training.
- Hazardous Materials Awareness training.
- Confined Space Rescue training.

F. Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Appropriate safety equipment, clothing, and training in its use are provided by the employer.

While performing the duties of this job, the employee primarily works in laboratory environment with exposure to wastewater, hazardous chemicals, odors, and biological hazards. May be required to perform field sampling and occasionally assist in plant operations. Use of personal protective equipment (PPE) required. Subject to rotating schedules, weekend work, and emergency call-outs as needed.

G. Contacts and Relationships

The WWTP Laboratory Lead will have daily contact with employees of the City. In addition, he/she will be expected to present him/herself in a manner creditable to the City in all contacts with any individual, agency, or jurisdiction.

H. Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands and fingers to handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee is required to stand, walk, bend, reach, climb or balance, stoop, kneel, and communicate effectively in person, by radio, by telephone, and through written documentation, with or without reasonable accommodation. The employee must frequently lift and/or move up to **10 pounds**. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

I. Experience and Training

A high school diploma or GED is required. An associate degree in environmental science, biology, or related field is preferred.

Four years or more of experience in Wastewater Treatment Plant operations or laboratory analysis, including at least one year in a lead or supervisory capacity.

Any combination of experience and training that provides the desired skills, knowledge, and abilities will be considered.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

J. Selection Guidelines

Formal application, rating of education and experience, oral interview and reference check, and job-related tests may be required.

The duties above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude

them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change. This job description should not be construed to imply that these requirements are the exclusive standards of the position. The duties listed above are intended only as illustrations of the various types of work that may be performed. Incumbents will follow any other instructions, and perform any other related duties, as may be lawfully required by their supervisor.

Signature

Date

City of Medical Lake

Job Description



Job Title: WWTP Plant Operations Lead

Department: Waste-Water Treatment Plant

Reports To: WWTP Director

Effective Date: 10/6/2026

Pay Range: \$27.27 - \$37.16 per hour

The WWTP Plant Operations Lead is appointed by the Mayor and reports to the WWTP Director. Work is performed under general guidance and direction and according to City policies, procedures, and various State and federal regulations.

Major Function and Purpose

The Plant Operations Lead serves as the operational lead for the City's wastewater treatment, reclaimed water, biosolids, and related wastewater infrastructure systems. The position coordinates treatment plant operations, maintenance activities, process optimization, regulatory compliance, and staff development to provide reliable and environmentally responsible wastewater services.

The Plant Operations Lead supports the City's strategic priorities by protecting public health, preserving environmental quality, ensuring permit compliance, safeguarding critical infrastructure, promoting workplace safety, and driving continuous operational improvement. The position may serve as Operator-in-Charge (OIC) during the absence of the Wastewater Director.

A. Essential Functions:

1. Leads, schedules, and participates in daily operations and maintenance of the Wastewater Treatment Plant, reclaimed water system, and biosolids processing.
2. Provides technical direction and training to assigned operators and maintenance staff; monitors work for quality, safety, and regulatory compliance.
3. Monitors and adjusts plant processes, including flow rates, chemical feed systems, aeration, disinfection, and solids handling to maintain optimal treatment performance.

4. May assist in laboratory tests and sampling; records, interprets, and reports data in accordance with DOE and NPDES requirements.
5. Analyzes operational trends and treatment performance data, investigates permit exceedances and operational anomalies, and assists with corrective actions.
6. Identifies opportunities to improve treatment efficiency, energy consumption, process reliability, and permit compliance.
7. Recommends operational modifications and process improvements.
8. Conducts inspections and condition assessments of treatment plant equipment and infrastructure; assists with DOE inspections, audits, and permit reviews.
9. Assists in developing maintenance, rehabilitation, replacement, and capital improvement priorities.
10. Supports long-range asset management planning efforts.
11. Develops performance indicators and trend analyses to support operational decision making.
12. Operates and maintains SCADA systems for process control and data monitoring; identifies system alarms, trends, and performance issues.
13. Develops preventative maintenance schedules and coordinates maintenance and repair of pumps, motors, valves, blowers, chemical feed systems, and instrumentation.
14. Prepares and maintains accurate logs, operational records, and compliance reports; assists Lab Lead in preparation of monthly and annual regulatory reports.
15. Participates in the development and implementation of safety procedures, emergency response plans, and standard operating procedures (SOPs).
16. Assists in inventory control and ordering of supplies, parts, and chemicals.
17. Serves as on-call operator on a rotating basis, including weekends and holidays.
18. Performs other duties as assigned.

The job description should not be construed to imply that these requirements are the exclusive standards of the position. Incumbents will follow any other

instructions and perform any other related duties, as may be lawfully required by their supervisor.

B. Supervisory Responsibility

Provides lead direction, technical guidance, scheduling assistance, work coordination, and training to assigned wastewater operators and maintenance personnel. This position does not independently hire, discipline, terminate, or conduct formal performance evaluations unless specifically delegated by the Wastewater Director.

C. Reporting Relationships

Reports to the WWTP Director.

D. Knowledge, Skills, or Abilities Desired

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

Knowledge Of:

- Principles, methods, and practices of wastewater treatment, collection systems, biosolids handling, and reclaimed water reuse.
- State and Federal regulations governing wastewater treatment and discharge (DOE, EPA, and NPDES)
- SCADA systems and computerized maintenance management systems.
- Safe work practices, confined space entry, lockout/tagout, and chemical handling.
- Data management and laboratory information systems.
- Asset management principles.
- Risk management and environmental compliance systems.
- Emergency response procedures for wastewater facilities.

Skilled In:

- Operating, maintaining, and troubleshooting wastewater treatment equipment.
- Analyzing operational data and adjusting treatment processes accordingly.

- Regulatory interpretation and compliance reporting.
- Root-cause analysis and corrective actions.
- Trend analysis and process optimization.
- Public and regulatory agency interactions.
- Leading and training staff effectively and maintaining cooperative working relationships.

E. Special Requirements

Required:

- Washington State Wastewater Treatment Plant Operator Group II minimum.
- Valid Washington State Driver License.
- CPR/First Aid certification within six months.

Preferred:

- ICS-100 and ICS-200 training.
- Hazardous Materials Awareness training.
- Confined Space Rescue training.

F. Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Appropriate safety equipment, clothing, and training in its use are provided by the employer.

While performing the duties of this job, the employee primarily works both indoors and outdoors with exposure to wastewater, hazardous chemicals, odors, noise, and biological hazards. Requires climbing, lifting up to 50 pounds, working in confined spaces, and performing duties in varying weather conditions. May be required to perform field sampling and occasionally assist in lab operations. Use of personal protective equipment (PPE) required. Subject to rotating schedules, weekend work, overtime, and emergency call-outs as needed.

G. Contacts and Relationships

The WWTP Laboratory Lead will have daily contact with employees of the City. In addition, he/she will be expected to present him/herself in a manner creditable to the City in all contacts with any individual, agency, or jurisdiction.

H. Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands and fingers to handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee is required to stand, walk, bend, reach, climb or balance, stoop, kneel, and communicate effectively in person, by radio, by telephone, and through written documentation, with or without reasonable accommodation. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

I. Experience and Training

A high school diploma or GED is required. An associate degree in environmental science, biology, or related field is preferred.

Four years or more of progressively responsible experience in Wastewater Treatment Plant operations, including at least one year in a lead or supervisory capacity.

Any combination of experience and training that provides the desired skills, knowledge, and abilities will be considered.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

J. Selection Guidelines

Formal application, rating of education and experience, oral interview and reference check, and job-related tests may be required.

The duties above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude

them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change. This job description should not be construed to imply that these requirements are the exclusive standards of the position. The duties listed above are intended only as illustrations of the various types of work that may be performed. Incumbents will follow any other instructions, and perform any other related duties, as may be lawfully required by their supervisor.

Signature

Date

City of Medical Lake

Job Description



Job Title: Communications Coordinator **Department:** Administrative Services

Reports To: City Administrator

Effective Date: 10/6/2026

Pay Range: \$23.06 - \$31.43 per hour **Part Time:** 20 hours per week

The Communications Coordinator is appointed by the Mayor and reports to the City Administrator. Work is performed under general guidance and direction and according to City policies, procedures, and various State and federal regulations.

Major Function and Purpose

The Part-Time Communications Coordinator supports the City Administrator, department directors, and authorized public information personnel in communicating City services, projects, programs, decisions, initiatives, and events.

The position prepares and coordinates accurate, timely, accessible, and consistent public information; maintains City communication channels and content schedules; supports community engagement, media-response preparation, emergency communications, and promotional activities; and measures communication effectiveness. The position works under established approval procedures and does not independently establish City policy or serve as an official spokesperson unless specifically authorized.

Essential Functions

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by a supervisor.

1. Develop and maintain a monthly editorial calendar based on Council activities, departmental priorities, capital projects, public meetings, City events, engagement deadlines, and seasonal communication needs.
2. Draft, edit, format, schedule, and publish approved website updates, news posts, newsletters, social-media content, email notices, text alerts, utility

inserts, fact sheets, flyers, news releases, presentations, and related materials.

3. Maintain the City website as the primary source for substantive public information and coordinate consistent amplification through social media, newsletters, email, print, video, and partner channels.
4. Obtain verified information from department directors and subject-matter staff; translate technical material into clear, concise, plain-language public information without changing its meaning.
5. Prepare project communication materials identifying purpose, public benefit, affected audiences, impacts, timelines, funding sources, contact information, anticipated questions, and next-update dates.
6. Support communications regarding City Council actions, adopted policies, budgets, public hearings, planning activities, utility services, capital projects, recreation programs, public safety, grants, legislative priorities, and community events.
7. Maintain official City logo, colors, typography, templates, voice, accessibility, and branding standards across all public-facing materials.
8. Receive and log media inquiries; document reporter, outlet, deadline, subject, and requested information; route inquiries promptly to the City Administrator or authorized PIO; and prepare approved background information, talking points, releases, or source links.
9. Support public-engagement activities, including surveys, workshops, open houses, town halls, stakeholder meetings, pop-up outreach, newsletters, comment summaries, and “what we heard” or “you said/we did” reports.
10. Monitor City communication channels for public questions, recurring information needs, inaccurate information, content requiring correction, and emerging communication risks; elevate sensitive matters to the City Administrator.
11. During emergencies or significant incidents, assist authorized personnel by drafting holding statements, posting approved updates, maintaining incident webpages, monitoring questions and misinformation, coordinating partner messages, and preserving communication logs.
12. Coordinate with departments and partner organizations to promote City services, facilities, recreation, tourism, economic-development activities, local-business resources, grant-funded accomplishments, legislative priorities, and community events.

13. Maintain communication records consistent with City records-retention requirements, including published content, media inquiries, approval records, public comments when applicable, photographs, mailing lists, and performance reports.
14. Compile monthly or quarterly communication metrics and recommend practical improvements based on outputs, reach, engagement, timeliness, accessibility, corrections, and recurring public questions.
15. Perform other related duties as lawfully assigned by the City Administrator.

Secondary Functions

1. Photograph or document City projects, events, facilities, and approved community activities.
2. Maintain media, community-partner, business, institutional, legislative, and emergency-communications contact lists.
3. Assist with meeting materials, presentations, Council communication summaries, legislative briefing sheets, project tours, and public-information displays.
4. Support preparation and distribution of annual reports, strategic-plan progress summaries, departmental accomplishments, grant-success stories, and recognition materials.
5. Assist with accessibility checks, captions, alternative text, readable graphics, QR codes, mailing-list maintenance, and print distribution.
6. Participate in communication training, tabletop exercises, emergency drills, community events, and occasional evening meetings.

Supervisory Responsibility

This position has no regular supervisory responsibilities. The employee may coordinate communication assignments, volunteers, interns, vendors, photographers, or partner contributions when directed but does not exercise independent hiring, discipline, or performance-evaluation authority.

Knowledge, Skills and Abilities

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

- Knowledge of professional writing, editing, proofreading, public information, customer service, and basic public-relations practices.
- Ability to communicate complex or technical information in clear, accurate, neutral, and accessible language.
- Working knowledge of website content management, email newsletters, social-media platforms, digital calendars, word processing, spreadsheets, presentations, basic graphic design, and document-management systems.
- Ability to organize multiple assignments, meet deadlines, maintain an editorial calendar, and respond appropriately to changing priorities.
- Ability to verify information, distinguish confirmed facts from unverified information, and protect confidential or legally restricted information.
- Ability to work effectively with elected officials, staff, media, residents, businesses, partner agencies, community organizations, and members of the public.
- Ability to follow approval procedures, maintain political neutrality, exercise sound judgment, and refer sensitive matters to appropriate officials.
- Knowledge of or ability to learn municipal operations, public meetings, public records, accessibility practices, records retention, emergency public information, AP style, and City branding standards.
- Strong interpersonal, teamwork, initiative, responsiveness, discretion, and customer-service skills.

Working Conditions and Physical Abilities

Work is performed primarily in an office environment with extensive computer, telephone, writing, editing, and digital-platform use. Work involves frequent interruptions, competing deadlines, public contact, and coordination across departments.

Some assignments require attendance at evening meetings, public events, emergency activities, project sites, or outdoor functions. During an emergency or significant public-information need, the employee may be asked to work outside the normal schedule consistent with City policy.

The employee must be able to perform continuous or frequent sitting, speaking, hearing, viewing computer screens, keyboarding, handling documents, and repetitive hand and wrist motions. The employee may occasionally stand or walk for extended periods, operate office or photographic equipment, move

presentation materials, and lift or carry up to 25 pounds. Reasonable accommodations may be made to enable qualified individuals to perform essential functions.

Contacts and Relationships

The position maintains frequent contact with the City Administrator, Mayor, City Council support staff, department directors, City employees, residents, businesses, community organizations, schools, institutions, partner agencies, media representatives, consultants, and vendors. Contacts require professionalism, accuracy, tact, discretion, responsiveness, and an understanding of the distinction between preparing information and authorizing an official City statement.

Experience and Training

A high school diploma or GED is required.

Preferred qualifications include an associate degree or higher in communications, public relations, journalism, marketing, public administration, community development, or a related field; municipal or public-sector experience; familiarity with emergency public-information practices; and experience with website publishing, email campaigns, graphic templates, photography, or social-media analytics.

Any combination of experience and training that provides the desired skills, knowledge, and abilities.

Selection Guidelines

Formal application, rating of education and experience, oral interview, and reference checks. Job-related writing, editing, technology, or public information exercises may be required.

The duties above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change. This job description should not be construed to imply that these requirements are the exclusive standards of the position. The duties listed above are intended only as illustrations of the various types of work that may be performed. Incumbents will follow any other instructions, and perform any other related duties, as may be lawfully required by their supervisor.

Signature

Date

CITY OF MEDICAL LAKE
City Council Regular Meeting and Public Hearings

6:30 PM
September 1, 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.

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard
Lance Speirs
Heath Wilbur
Don Kennedy
Ted Olson
Tony Harbolt

Administration & Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Thomas Rohrer, City Attorney
Elisa Rodriguez, Senior Planner
Roxanne Wright, 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 Ray-Abbott requested an absence for a family matter. Motion to approve made by Councilmember Speirs, seconded by Councilmember Olson, carried 6-0.

2. AGENDA APPROVAL

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

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS - none

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – none

5. REPORTS

- A. Committee Reports/Council Comments
 - i. Councilmember Pritchard – HCDAC meeting in a week or two. Attended West Plains Chamber of Commerce breakfast.
 - ii. Councilmember Speirs – STA Board is on summer hiatus, no meeting in August. STA Prop 1 passed.
 - iii. Councilmember Wilbur – none
 - iv. Councilmember Kennedy – Finance Committee – all in order. Regional transportation council did not have a meeting last month.
 - v. Councilmember Olson - none
 - vi. Councilmember Harbolt – none
- B. Mayor Cooper – been busy assisting wildfire recovery efforts.
- C. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – received notice that the full updated amount of the FEMA Hazard Mitigation Grant will be awarded. Planning Commission held a public hearing on August 27th regarding stormwater mitigation (swales). Approved unanimously by Commission. Reviewed what the project will entail. Street preservation project wrapping up this week or next. Fall recreation programs underway. Legislative agenda workshop coming at the next meeting. Legislative trips in January and February. Final Linger at the Lake will be Saturday, September 12th. Partnering with Dollars for Scholars Craft Beer for a Cause. Budget retreat poll showed October 14th had the most availability. Asked council to let him know which time slot they preferred, 10am-2pm or 12pm-4pm.
- ii. Grant Application report – reviewed grants being pursued and progress of current grant projects.

6. WORKSHOP DISCUSSION

- A. Periodic Update: MLMC Amendments concerning Critical Areas
 - i. Elisa Rodriguez, Senior Planner – reviewed briefing sheet and requirements for update. Medical Lake has never had language for CARA (Critical Aquifer Recharge Areas). Aquifer not fully mapped. Because of this, the approach will be “all water is connected” since specific areas are not clear.
- B. Utility Rate Study Update
 - i. Mr. Weathers gave a presentation. See attached. Discussion.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve August 18, 2026, minutes
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Pritchard, carried 3-0-3, with Councilmembers Olson, Speirs, and Wilbur abstaining because they were absent from the 8/18 meeting.
 - ii. Approve September 1, 2026, Claim Warrants numbered **54045** through **54082** in the amount of **\$282,311.71**.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.

8. PUBLIC HEARINGS

- A. Periodic Update: Ordinance 1152 concerning Impact Fees
 - i. Mayor Cooper opened the hearing at 7:23pm.
 - ii. Ms. Rodriguez reviewed process thus far. Planning Commission unanimously recommended approval. Summarized staff report.
 - iii. Public comment – none
 - iv. Mayor Cooper closed the hearing at 7:28pm.
 - v. First Read Ordinance 1152 concerning Impact Fees
 - 1. Legal counsel read into record.
 - 2. Motion to approve first read made by Councilmember Wilbur, seconded by Councilmember Speirs, carried 6-0.
- B. Periodic Update: Ordinance 1150 adopting the Comprehensive Plan
 - i. Mayor Cooper opened the hearing at 7:29pm.
 - ii. Ms. Rodriguez reviewed briefing sheet. Nearing the end of this long process. Outlined changes from the initial draft in July. Council discussion.
 - iii. Public comment
 - 1. Michael Garry, Greengate Lane – commented that it seems emphasis is on low-income housing. Mayor explained that it’s a state requirement. Voiced his concerns.

2. Sonya Sievers, Spangle resident – asked about property by Silver Lake Bible Camp. Asked about money for fire survivors. Mayor Cooper addressed – funding was to add infrastructure, only some can be used for housing, public infrastructure projects.
3. Kathy Carpenter, Silver Lake – asked if residents of Silver Lake could be allowed to use the recycling center. Mayor Cooper stated that the City would look into it. Note that this comment was not pertinent to the public hearing.
4. Mayor Cooper closed the hearing at 7:48pm.
- iv. First Read Ordinance 1150 adopting the Comprehensive Plan
 1. Legal counsel read into record.
 2. Motion to approve first read made by Councilmember Wilbur, seconded by Councilmember Speirs, carried 6-0.

9. EXECUTIVE SESSION – None.

10. RESOLUTIONS

- A. 26-831 WaterSMART Grant Application Authorization
 - i. Mr. Weathers reviewed. Grant deadline is September 9th.
 1. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Wilbur, carried 6-0.

11. ORDINANCES

- A. Second Read of Ordinance 1151 concerning Subdivisions
 - i. Ms. Rodriguez – no changes from first read.
 - ii. Legal counsel read into record.
 - iii. Motion to approve made by Councilmember Wilbur, seconded by Councilmember Olson, carried 6-0.
- B. See 8Ai and 8Bi

12. EMERGENCY ORDINANCES – none

13. UPCOMING AGENDA ITEMS - none

14. INTERESTED CITIZENS - none

15. CONCLUSION

- A. Motion to conclude at 7:53pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

Utility Rate Study

Financial planning and infrastructure stewardship for water, wastewater, and stormwater

Purpose: frame the analysis, clarify policy choices, and establish a transparent path to Council consideration.

A study informs decisions. It does not predetermine a rate increase.



1

WHY IT MATTERS

A disciplined study protects service, assets, and trust

The value is better information for policy choices, not a predetermined outcome.

Reliable Services

Align recurring resources with the ongoing work required to operate and maintain each system.

Infrastructure Stewardship

Connect rates, reserves, and financing choices to asset lifecycle and capital priorities.

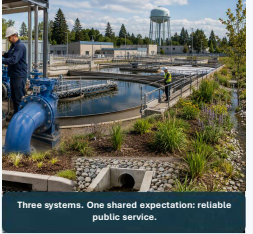
Fairness and Transparency

Use a documented methodology to explain what customers pay for and why.

Financial Resilience

Reduce reliance on deferred maintenance and abrupt, reactive funding decisions.

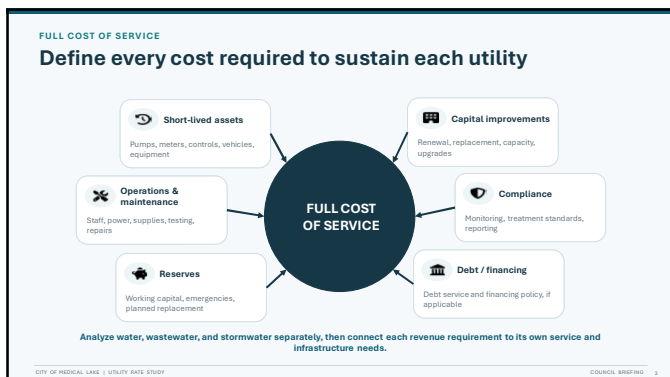
Council value: clearer tradeoffs among service levels, affordability, capital timing, reserves, grants, and financing.



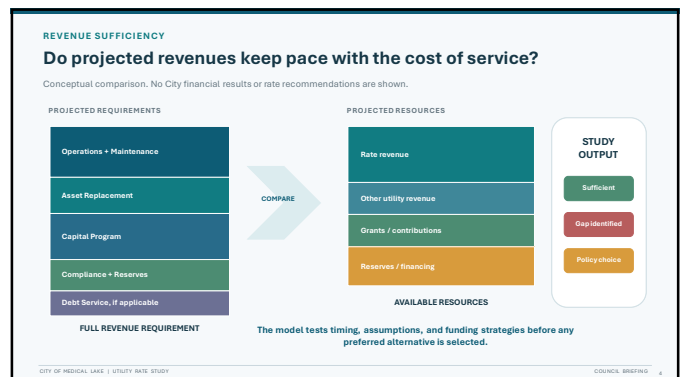
Three systems. One shared expectation: reliable public service.

CITY OF MEDICAL LAKE | UTILITY RATE STUDY COUNCIL BRIEFING 2

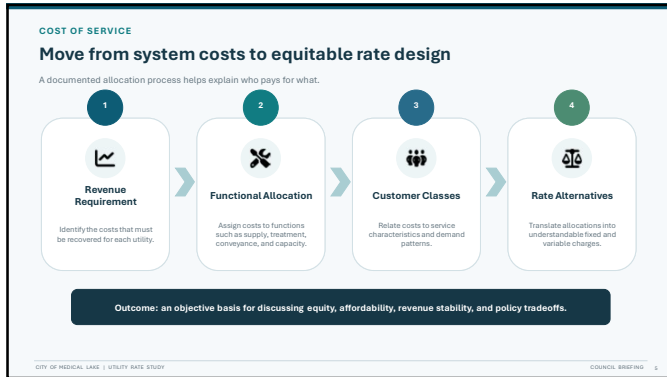
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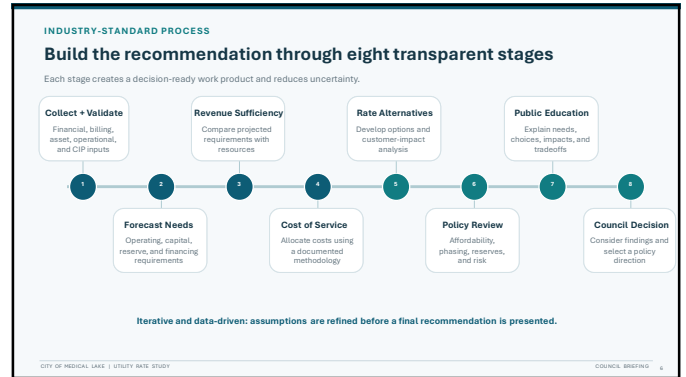
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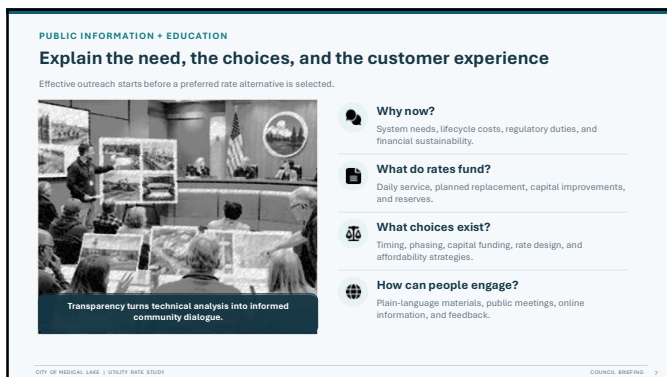
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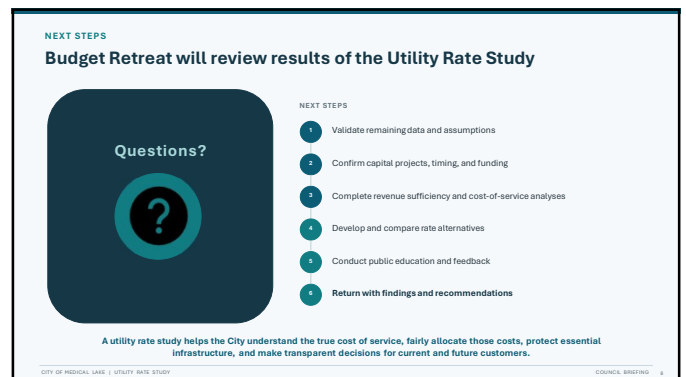
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7



8

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 **54085** through **54092**, and Payroll Payable Warrants numbered **30396** through **30406** in the amount of **\$197,118.35**.



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 **54085** through **54092** and the Payroll Payable Warrants numbered **30396** through **30406** in the amount of **\$197,118.35** this **15th** day of **September 2026**.

Terri Cooper, Mayor

Date

CITY OF MEDICAL LAKE

CLAIMS CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the ***City of Medical Lake***, and that I am authorized to authenticate and certify said Claim Warrants numbered 54083 and 54084, and 54093 through 54139 in the amount of \$253,754.36.

Utility Refunds: 54083 and 54084	\$ 84.03
Check(s): 54093 - 54139	\$ 234,178.64
<u>EFT(s)</u>	<u>\$ 19,491.69</u>
Total:	\$ 253,754.36



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 54083 and 54084, and 54093 through 54139 in the amount of \$253,754.36 this 15th day of September 2026.

Terri Cooper, Mayor

Date



9/15/2026 City Council Meeting

To: City Council
From: Sonny Weathers, City Administrator
TOPIC: HMGP Grant Agreement Amendment

Requested Action:

Discuss and consider approval of the amendment to the Hazard Mitigation Grant Program agreement for the Backup Power for Critical Infrastructure project. The amendment updates the project budget to reflect actual procurement costs and the approved use of available grant funding.

Key Points:

- The project provides backup power at five critical facilities: City Hall, the Public Works maintenance building, the Wastewater Treatment Plant, and the Craig Road and Lehn Road wells.
- The original grant agreement established a project budget of \$798,740.60, excluding \$15,005.21 in subrecipient management costs, with a local match of \$99,842.58.
- The lowest responsive bid exceeded the approved project budget by approximately \$130,993. The amendment applies the existing \$37,968.60 contingency and adds \$93,024.37 to the project budget, resulting in a revised project total of \$891,764.97, or \$906,770.18 including subrecipient management costs.
- The amendment allows the City to align the grant budget with actual project costs while completing backup-power improvements that support water, wastewater, emergency communications, sheltering, and maintenance operations during outages.

Background Discussion:

Following the 2023 Gray Road Fire, the City pursued FEMA Hazard Mitigation Grant Program funding to strengthen the reliability of critical infrastructure during extended power outages. City Council approved the original grant agreement in April 2025. After competitive bidding, the lowest responsive bid was higher than the original estimate due to increased equipment, material, and labor costs. The City subsequently requested a budget increase through the Washington State Military Department, including reallocation of the original contingency to equipment and adjustment of the grant budget to the awarded contract amount.

The project is now nearing service readiness. The City Hall, Public Works Shop, and Craig Road and Lehn Road well generators have been tested and are operational; testing at the Wastewater Treatment Plant is the next commissioning step.

Public Involvement:

No separate public hearing is required for the grant agreement amendment. The project and associated funding have been presented through prior City Council actions, the Capital Improvement Program, public agenda packets, and regular capital-project status updates.

Next Steps:

Upon Council approval, staff will execute the amendment with the Washington State Military Department, update the project's financial records, complete remaining installation and commissioning activities, submit eligible reimbursement documentation, and proceed with grant closeout. Staff will continue monitoring the final project budget and report any remaining City funding obligation to the Council.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-833**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AMENDMENT TO THE HAZARD MITIGATION ASSISTANCE GRANT
AGREEMENT BETWEEN THE WASHINGTON STATE MILITARY
DEPARTMENT AND THE CITY OF MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) entered into a grant agreement (“Agreement”) with the Washington State Military Department on April 15, 2025, in the amount of Seven Hundred Ninety-Eight Thousand Seven Hundred Forty and 60/100 Dollars (\$798,740.60) to assist the City with hazard mitigation in the form of backup power for critical infrastructure (the “Project”); and

WHEREAS, the City awarded a contract to Dorsh & Kahl Co. on September 2, 2025, for completion of the Project in the amount of Nine Hundred Twenty-Nine Thousand Seven Hundred Thirty-Three and 75/100 Dollars (\$929,733.75), pursuant to Resolution No. 25-768; and

WHEREAS, the City has requested an amendment to the Agreement to increase the grant amount by One Hundred Thirty-Two Thousand Three Hundred Ninety-Three and 15/100 Dollars (\$132,393.15) to incorporate the cost of the awarded contract into the Agreement, as provided for in Exhibit “A”; and

WHEREAS, City Staff recommends the City Council approve the Amendment to the Agreement.

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

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

Section 2. Authorization. The Mayor is authorized and directed to execute the Amendment on behalf of the City in substantially the form attached in 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 Amendment authorized hereby.

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

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

ADOPTED this ____ day of September 2026.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

Washington State Military Department AMENDMENT

1. SUBRECIPIENT NAME/ADDRESS: City of Medical Lake 124 S. Lefevre St Medical Lake, WA 99022		2. GRANT NUMBER: D25-052	3. AMENDMENT NUMBER: 1
4. SUBRECIPIENT CONTACT, PHONE/EMAIL: Terri Cooper, 509-565-5049 tcooper@medical-lake.org		5. DEPARTMENT CONTACT, PHONE/EMAIL: Tim Cook 253-512-7072 Tim.Cook@mil.wa.gov	
6. EIN: 91-6001460	7. ASSISTANCE LISTINGS # & TITLE: 97.039 (HMGP)	8. FEDERAL AWARD ID # (FAIN): FEMA-FM-5456-06-R-WA	
9. FUNDING AUTHORITY: The Washington State Military Department (Department) and the US Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: On July 23, 2026, City of Medical Lake received a budget increase of \$132,393.15. This amendment revises the previous budget total of \$798,740.60 to reflect the new budget total of \$931,133.75. Changes are noted in red font, strikethrough, and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Change the Total Grant Agreement Amount from \$798,740.60 to \$931,133.75, an increase of \$132,393.15 (\$99,294.86 federal, \$16,549.14 state, and \$16,549.15 local), as described on Page 2 of this Amendment. 2. The Grant Agreement End Date of May 30, 2028 remains unchanged. 3. Change the original PROJECT BUDGET, Attachment 5, as described on Page 2 of this Amendment.			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Seth Daniel Nickerson, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: _____/Signature on file/_____ Dierk Meierbachtol, Assistant Attorney General 4/4/2023		Signature _____ Date _____ Terri Cooper, Mayor City of Medical Lake APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review _____ Date _____	

Washington State Military Department Amendments to Agreement D25-052

1. **Change the Total Grant Agreement Amount (excluding SubMC) from \$798,740.60 to \$931,133.75., an increase of \$132,393.15. This includes increase of \$99,294.86 Federal, \$16,549.15 State, and \$16,549.14 Local)**
 - a. Agreement Face Sheet, Box 2:
Total Grant Amount (excl. SubMC): ~~\$798,740.60~~ \$931,133.75; an increase of \$132,393.15
State: ~~\$99,842.57~~ \$116,391.72; an increase of \$16,549.15.
Federal: ~~\$599,055.45~~ \$698,350.31; an increase of \$99,294.86.
Local: ~~\$99,842.58~~ \$116,391.72; an increase of \$16,549.14.
SubMC: \$15,005.21; remains unchanged.
2. **Change Attachment 1, Article II Administrative Requirements, A.2. Project Funding.**
 - a. Attachment 1, Article II Administrative Requirements, A.2. Project Funding, paragraphs a, b, c and d:
 - a.: *'The total cost of the project for the purposes of this Agreement is ~~\$798,740.60~~ \$931,133.75;...'*
 - b. *'The value of the contributions by the SUBRECIPIENT to the project shall be ~~\$99,842.58~~ \$116,391.72;...'*
 - c. *"... federal contribution will be ~~\$599,055.45~~ \$698,350.31..."*
 - d.: *"The value of the contributions by the DEPARTMENT to the project shall be ~~\$99,842.57~~ \$116,391.72;..."*
3. **Change the original PROJECT BUDGET, Attachment 5.**
 - a. Original PROJECT BUDGET, Attachment 5, with PROJECT BUDGET – Revision 1, Attachment 5.

PROJECT BUDGET – Revision 1

SUBRECIPIENT: City of Medical Lake
 PROJECT TITLE: Backup Power for Critical Infrastructure

APPROVED BUDGET CATEGORY	ESTIMATED COST
Administrative and Legal Expenses	\$1,400
Construction	\$175,750.00
Equipment (trackable assets costing \$5,000 or more)	\$583,622.00
Contractual	\$929,733.75
Contingencies	\$37,968.60 \$0
	<i>Project Total</i> \$798,740.60 \$931,133.75
SubMC – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.	\$15,005.21
TOTAL (Project Total + SubMC):	\$843,745.84 \$946,138.96
Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies. Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.	

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5456-WA). A request for additional funds must be fully documented and justified.



9/15/2026 City Council Meeting

To: City Council
From: Sonny Weathers, City Administrator
TOPIC: Service Agreement with CDA Heating and Cooling for Library HVAC Work

Requested Action:

Discuss and consider approval of the service agreement with CDA Heating and Cooling for HVAC work at the Medical Lake Library and authorize the Mayor and Finance Director to execute the agreement and administer the work. Project is not included in 2026 budget, meaning a budget amendment would be required for the full amount of the project if approved.

Key Points:

- The agreement would authorize CDA Heating and Cooling to perform the HVAC work described in the attached service agreement.
- The Library is a City-owned public facility located at 321 E. Herb Street and serves as a public library, meeting space, and community gathering place.
- The 2026 facility condition assessment included a mechanical evaluation of the Library and identified HVAC replacement as a recommended building investment.
- Completing the work will help maintain reliable building operations and a comfortable environment for Library patrons and staff.

Background Discussion:

The Medical Lake Library was constructed in 1991 and is owned by the City. The facility includes the public library, meeting room, restrooms, staff work areas, offices, and support spaces. The Library facility condition assessment reviewed architectural, mechanical, electrical, civil, accessibility, and other building conditions. The assessment identified recommended improvements intended to support the facility's continued operation and long-term lifecycle management.

The proposed service agreement with CDA Heating and Cooling would allow the City to proceed with the identified Library HVAC work under a defined scope, price, and contractual framework. Approval will support timely completion of the work while clarifying contractor responsibilities, City oversight, and project administration.

Public Involvement:

No separate public involvement process is required for this service agreement. The agreement will be considered during a public City Council meeting, with the supporting materials included in the agenda packet and opportunities for public comment available through the City's standard meeting process.

Next Steps:

Upon Council approval, staff will finalize and execute the agreement, coordinate scheduling with CDA Heating and Cooling and Library representatives, issue authorization to proceed, and monitor the work through completion. Staff will verify satisfactory performance, retain applicable project and warranty documentation, and process payment in accordance with the agreement.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-834**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MEDICAL LAKE
AND CDA HEATING AND COOLING FOR LIBRARY BUILDING HVAC
SYSTEM REPLACEMENT**

WHEREAS, the City of Medical Lake (“City”) is the owner of the Library building located at 321 E Herb St., Medical Lake, Washington (“Library”), which is leased to the Spokane County Library District (“District”); and

WHEREAS, the City and the District entered into an Interlocal Cooperation Agreement (“ICA”) on February 18, 2009, to define the terms and responsibilities of each party for the use and maintenance of the Library; and

WHEREAS, Section 3, subsection B of the ICA states that the City shall be responsible for all costs associated with providing building maintenance services, which includes, but is not limited to, HVAC system non-maintainable components; and

WHEREAS, the City has been notified by the District that the heating function of their HVAC system is not functioning; and

WHEREAS, City staff has requested quotes from three (3) qualified service providers to replace the Library’s HVAC system and found that CDA Heating & Cooling was the lowest responsive and responsible quotation in the amount of Twenty-Two Thousand Six-Hundred Twenty-Nine Dollars (\$22,629.00); and

WHEREAS, the City desires to enter into an agreement with CDA Heating & Cooling for the replacement of the Library's HVAC system, attached hereto as Exhibit A, together with all attachments incorporated therein (“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 between the City of Medical Lake and CDA Heating & Cooling for the replacement of the Library's HVAC system, attached hereto as Exhibit A and incorporated herein by this reference, together with all attachments thereto.

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

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

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

ADOPTED this 15th day of September 2026.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

AGREEMENT FOR SERVICES

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

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as "Exhibit A." Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
 - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
 - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
 - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a "living document" and may be amended, as mutually agreed upon by the Parties or as required by other factors.
 - 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 Project and does not materially alter the nature of the Services to be provided. The cumulative amount of all Change Orders shall not exceed ten percent (10%) of the original Agreement amount without approval from council. Any Change Order executed pursuant to this Section shall be deemed part of this Agreement and shall not require a formal amendment executed with the same formalities as 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 Scope of Service 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 Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.
4. **Notice.** Notice shall be given in writing or electronically through email as follows:

CITY

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

SERVICE PROVIDER

CDA Heating & Cooling
Stephen Bailon
stephen@cdcaheating.net
208-659-9626
16436 W Prairie Ave
Hauser, ID 83854

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local Laws, ordinances, and regulations.
6. **Relationship of the Parties.** It is understood, agreed, and declared that the Service Provider shall be an independent contractor and not the agent, employee, servant, or otherwise of the City. It is further understood, agreed, and declared that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.
7. **Ownership of Documents.** All materials, documents, plans, specifications, and other related documents prepared by the Service Provider under this Agreement are and shall be the property of the City.

8. **Records.** The Parties or State Auditor and any of their respective representatives shall have full access to and the right to examine during normal business hours any and all of the Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and records of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.
9. **Insurance.** Prior to commencement of the Scope of Services, the Service Provider shall provide the City with a Certificate of Insurance confirming liability insurance in the event of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider.

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

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

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

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

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

However, should a court of competent jurisdiction determine liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.

15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at www.dol.wa.gov for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be

21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.
24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.

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

CITY OF MEDICAL LAKE

By: _____
Terri Cooper, Mayor

CDA Heating & Cooling

By: 
Its: Owner



BID PROPOSAL

16436 W Prairie Ave, Hauser, ID 83854
 (208) 916-1956
 Idaho Mechanical Contractor # 6271797
 WA BUSINESS LICENSE # 604990725

eddiep@cdaheating.net

PROPOSAL: **22,629.00**

PREPARED FOR
 DAVE WEISBECK
dweisbeck@medical-lake.org
509-565-5024
 DATE: 9/10/2026

VALID FOR 21 DAYS

CDA Heating & Cooling is pleased to present this proposal for HVAC at the Model listed below. Proposal is as follows:

MEDICAL LAKE LIBRARY (TWINNED SINGLE STAGE FURNACE AND A/C)

INCLUDES:

- o 2- Carrier single stage 95 % gas furnace model # 59SC6A100M12-20 100,000 BTU Twinned
- o 2- Carrier single stage 4 ton AC Model # 26SCA448 Twinned
- o 2- Carrier 4 ton AC coil 17" Model # CVAVA4821 Twinned
- o New 4" air filter rack and filter
- o New equipment tied into existing duct work
- o Condensate ran to existing floor drain
- o New 7/8" line sets ran through mechanical closet to exterior
- o New furnaces tied into existing PVC vent
- o 1- New thermostat
- o Duct transitions included
- o Demo and haul away existing equipment
- o Commission new system to ensure proper operation and function
- o 1 year labor warranty
- o 10 year parts warranty
- o All labor and materials for new system

Options:

Ecobee smart stat \$300.00/ each
 Seasonal Advantage plan: \$220.00 per year per system (2 professional tune ups per year spring and fall)

This is a quotation on the goods named, subject to the conditions noted below:
 Additional costs will be added for any plumbing needs not initially requested. A 5% service charge will be added to past due accounts.

TO ACCEPT THIS BID, PLEASE SIGN HERE & RETURN

THANK YOU FOR YOUR BUSINESS!

AGREEMENT FOR SERVICES

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

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

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

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

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

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

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

CITY

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

SERVICE PROVIDER

Go Green Concrete
Nate Thomas
nthomas@gogreenconcrete.com
509-570-2449
6821 E. Orchard Bluff
Chattaroy, WA 99003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this 15th day of September 2026.

CITY OF MEDICAL LAKE

GO GREEN CONCRETE

By: _____
Terri Cooper, Mayor

By: _____
Its: _____



PROPOSAL

PROJECT: COML ADA Ramp, Sidewalk & Driveway Replacement Shepard Field

BID DATE: 9/1/2026

TO: Scott Duncan

SCOPE:

The following proposal is to provide labor, equipment, and material to remove and replace the existing roll curb, sidewalk and drive to make 1EA ADA compliant ramp and new driveway.

Subtotal Bid: \$11,212.00

9.2% Tax: \$1,031.50

Total: \$12,243.50

INCLUSIONS:

- Remove, gravel, and grading of existing concrete curbs, drive, sidewalk and ramp
- Form and pour roll curb approx. 18 LF
- Form and pour 1EA ADA compliant ramps approx. 92.5 SF
- Form and pour 6" driveway approx. 77.5 SF
- Form and pour 6" sidewalk approx. 240 SF

EXCLUSIONS:

- Bonds, Permits
- Traffic Control
- Testing and Inspections
- Cold weather concrete and protection

BID SUPPLEMENT

- The bid includes up to 1 mobilization. Each additional mobilization will be charged \$1,000/EA.
- All work to be done on a mutually agreed schedule
- Pricing is subject to acceptance within 10 days from the date of the quote.



9/15/2026 City Council Meeting

To: City Council
From: Elisa Rodriguez, Senior Planner
TOPIC: Periodic Update: Comprehensive Plan (Ordinance 1150)

Requested Action:

Consider the second read and approval of Ordinance 1150, adoption of the Medical Lake Comprehensive Plan 2046

Key Points:

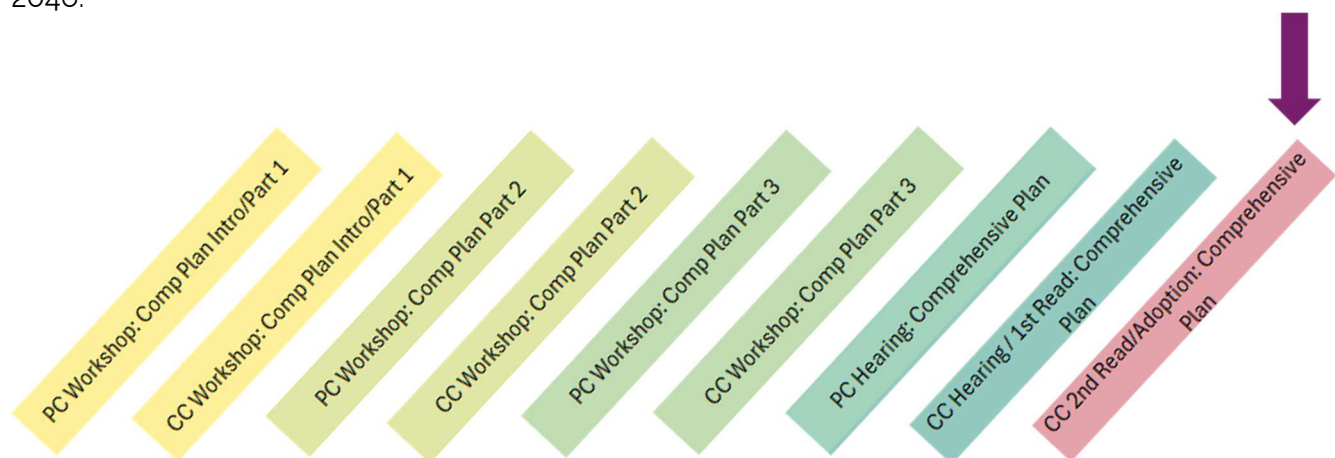
A draft ordinance and draft comprehensive plan was provided in the September 1, 2026 packet. Ordinance 1150 is attached with no changes. The [draft Comprehensive Plan](https://medical-lake.org/city-government/comprehensive-plan/) can be viewed on the City website, <https://medical-lake.org/city-government/comprehensive-plan/>. No changes were recommended or have been made to the September 1 version.

Background Discussion:

The City initiated the periodic update to ensure that its Comprehensive Plan continues to comply with the Washington Growth Management Act and provides an internally consistent framework for accommodating projected growth. The update replaces the prior comprehensive plan with the Medical Lake Comprehensive Plan 2046, a 20-year policy framework aligned with applicable state and regional planning requirements.

The Planning Commission unanimously recommended approval of the Plan. On September 1, 2026, the City Council conducted a public hearing, received the staff presentation and public testimony, and completed the first reading of Ordinance 1150.

This is the final step in a nine-step process for adoption of the Medical Lake Comprehensive Plan 2046.



Public Involvement:

Development of the Comprehensive Plan included community surveys, newsletters, utility-bill inserts, online information, social media outreach, community events and pop-up engagement, Steering Committee meetings, Planning Commission and City Council workshops, and opportunities for written and oral public comment. The Planning Commission conducted a public hearing on August 27, 2026, and the City Council conducted a public hearing on September 1, 2026. Draft Plan materials have also remained available on the City website for public review and comment..

Next Steps:

Celebration! Upon adoption, staff will finalize and publish the adopted Comprehensive Plan, complete applicable post-adoption notifications and recordkeeping, and begin incorporating the Plan's implementation priorities into departmental work plans, capital planning, development-regulation updates, and future budget processes.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON**

ORDINANCE NO. 1150

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON,
ADOPTING THE MEDICAL LAKE COMPREHENSIVE PLAN 2046;
REPEALING AND REPLACING THE PREVIOUSLY ADOPTED
COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY;
ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER
MATTERS PROPERLY RELATED THERETO**

WHEREAS, the City of Medical Lake ("City") is a fully-planning city under the Washington Growth Management Act ("GMA"), chapter 36.70A RCW, and is required to plan for and accommodate growth through an internally consistent comprehensive plan; and

WHEREAS, RCW 36.70A.130 requires the City to periodically review and, if needed, revise its comprehensive plan and development regulations to ensure continued compliance with the GMA; and

WHEREAS, the City undertook a periodic update that replaces the prior comprehensive plan with the Medical Lake Comprehensive Plan 2046 ("Plan"), a twenty-year policy framework addressing community context, housing, public services, education, land use, transportation and mobility, capital facilities, parks, the natural environment, climate resiliency, placemaking, zoning and development standards, the Urban Growth Area, implementation, and action items; and

WHEREAS, the Plan identifies a community vision that nurtures Medical Lake's small-town character and history; thoughtfully integrates the natural and built environments; supports safe, walkable neighborhoods, accessible parks, and housing choice; promotes equitable access to resources and a healthy environment; and encourages partnerships and recreational tourism, with particular attention to downtown; and

WHEREAS, the Plan was developed through a public participation program that included community surveys, newsletters, utility bill inserts, online information, social media engagement, community events and pop-up outreach, Steering Committee meetings, Planning Commission and City Council workshops, and opportunities for written and oral public comment; and

WHEREAS, the Plan has been coordinated with applicable GMA planning goals, Spokane County Countywide Planning Policies, regional transportation planning, population and housing allocations, capital facilities planning, and other applicable state and regional requirements; and

WHEREAS, the City prepared and considered supporting information, including the Healing Waters Strategic Plan, Capital Improvement Plan, Land Capacity Analysis, Housing Needs Assessment, Hazard Mitigation Plan, Transportation Master Plan, Parks Master Plan, and Shoreline Master Program, as applicable; and

WHEREAS, a determination of non-significance was issued on July 7, 2026, and all requirements of the State Environmental Policy Act, chapter 43.21C RCW, and applicable implementing rules were satisfied prior to final action; and

WHEREAS, pursuant to RCW 36.70A.106, the City transmitted notice of its intent to adopt the Plan to the Washington State Department of Commerce on June 12, 2026, at least sixty (60)

days before final adoption, and considered comments received from state agencies and others reviewing parking; and

WHEREAS, the Medical Lake Planning Commission held a duly noticed public hearing on July 23, 2026 and August 27, 2026, considered the public record and testimony, and recommended approval of the Plan to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on September 1, 2026, considered the Plan, staff reports, the Planning Commission recommendation, public testimony, written comments, agency comments, and the entire legislative record; and

WHEREAS, the City Council finds that the Plan is consistent with the GMA, applicable countywide planning policies, and other applicable law; is internally consistent; provides for the public health, safety, and general welfare; and is in the best interests of the City and its residents.

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

Section 1. Findings and Recitals. The recitals set forth above are adopted as findings of fact and conclusions in support of this Ordinance and are incorporated herein by this reference. The City Council further adopts the findings and analysis contained in the staff reports and legislative record associated with the Plan.

Section 2. Adoption of Medical Lake Comprehensive Plan 2046. The Medical Lake Comprehensive Plan 2046, dated September 2026, together with its maps, goals, strategies, appendices, and other components presented to and approved by the City Council, is hereby adopted as the comprehensive plan of the City of Medical Lake. The Plan is attached to this Ordinance as Exhibit A and incorporated herein by this reference as if fully set forth. One complete official copy shall be maintained by the City Clerk and made available for public inspection.

Section 3. Repeal and Replacement of Prior Comprehensive Plan. The City's previously adopted comprehensive plan, together with amendments incorporated into that plan before the effective date of this Ordinance, is repealed and replaced in its entirety by the Medical Lake Comprehensive Plan 2046. This repeal does not revive any ordinance, resolution, plan provision, or regulation previously repealed or superseded.

Section 4. Relationship to Development Regulations and Other Plans. The Plan establishes long-range policy direction and shall be implemented through the Medical Lake Municipal Code, the City budget, capital plans, functional plans, programs, and other lawful implementation measures. Existing development regulations and other adopted plans remain in effect unless and until separately amended or repealed. If a conflict exists, applicable state law and duly adopted City legislation shall control.

Section 5. Administrative Corrections. The City Clerk, City Administrator, and Senior Planner are authorized to make non-substantive corrections to the Plan and this Ordinance, including correction of clerical errors, scrivener's errors, spelling, grammar, punctuation, internal references, pagination, formatting, map legends, and incorporation of City Council-approved revisions, provided that no correction changes the substantive meaning or policy adopted by the City Council.

Section 6. Transmittal and Publication. The City Clerk or designee is directed to transmit a complete and accurate copy of the adopted Plan and this Ordinance to the Washington State

Department of Commerce within ten (10) days after final adoption, as required by RCW 36.70A.106, and to complete publication and any other notice required by law.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, provision, or application of this Ordinance or the Plan is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, provision, or application, of the Ordinance or Plan, and the remaining portions shall remain in full force and effect.

Section 8. 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 of the City of Medical Lake at a regular meeting this ____ day of _____, 2026.

CITY OF MEDICAL LAKE

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Finance Director/City Clerk

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

Date of Publication: _____

Effective Date: _____

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1150 passed by the City of Medical Lake City Council on the ____ day of September, 2026.

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADOPTING
THE MEDICAL LAKE COMPREHENSIVE PLAN 2046 AS THE CITY'S
COMPREHENSIVE PLAN; REPEALING AND REPLACING THE PREVIOUSLY
ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY;
ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS
PROPERLY RELATED THERETO**

- **Section 1.** Adopts the recitals and legislative record as findings supporting the Ordinance.
- **Section 2.** Adopts the Medical Lake Comprehensive Plan 2046 as the City's comprehensive plan and incorporates it as Exhibit A.
- **Section 3.** Repeals and replaces the previously adopted comprehensive plan.
- **Section 4.** Describes the Plan's relationship to development regulations, budgets, capital plans, functional plans, and other implementation measures.
- **Section 5.** Authorizes non-substantive administrative corrections.
- **Section 6.** Directs transmittal to the Washington State Department of Commerce and completion of required publication and notice.
- **Section 7.** Establishes a severability clause if any portion of the Ordinance or Plan is held invalid.
- **Section 8.** Establishes an effective date five (5) days after publication of the Ordinance or a summary thereof in the City's official newspaper.

The full text of the Ordinance and the Medical Lake Comprehensive Plan 2046 are available at City Hall at the address listed above and through the City Clerk. A copy will be provided upon request as required by law.

Koss Ronholt, Finance Director/City Clerk

Published: _____

EXHIBIT A
MEDICAL LAKE COMPREHENSIVE PLAN 2046

The final City Council-approved version of the Medical Lake Comprehensive Plan 2046, dated September 2026, is incorporated by reference and shall be attached here for the official ordinance record.

[ATTACH FINAL ADOPTED COMPREHENSIVE PLAN]

*The Comprehensive Plan can be accessed at <https://medical-lake.org/city-government/comprehensive-plan/>