CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 17, 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 (NOVEMBER 17, 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/82694094825?pwd=V91bWPjiXnJDhhbeHzqS8XBWzKPcbl.1

  Meeting ID: 826 9409 4825
  Passcode: 892172

  One tap mobile
  +12532158782,,82694094825#,,,,*892172# US (Tacoma)
  +12532050468,,82694094825#,,,,*892172# US

  Join instructions
  https://us06web.zoom.us/meetings/82694094825/invitations?signature=pdmMZ6l20KugRqIWWu5DiBXhnuOdItknw6wB5l_3Sv4

- **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

NOVEMBER 17, 2026, 6:30PM - REGULAR SESSION

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
    A. Public Safety
    B. Committee Reports/Council Comments
    C. Mayor
    D. City Administrator & City Staff
        i. Sonny Weathers, City Administrator
        ii. Koss Ronholt, Finance Director - 2026 Q3 Budget Report *(page 3)*
        iii. Ted Adams, Code Enforcement Officer - 2026 Q3 Code Enforcement Report
6. **WORKSHOP DISCUSSION**
    A. Comprehensive Financial Policy *(page 10)*
    B. 2027 Preliminary Budget *(page 32)*
7. **ACTION ITEMS**
    A. Consent Agenda
        i. Approve **November 3, 2026**, minutes. *(page 33)*
        ii. Approve **November 17, 2026,** Payroll Claim Warrants numbered **54288** through **54295** and Payroll Payable Warrants numbered **30437** through **30448** in the amount of **$177,580.82** and Claim Warrants numbered **54296** through **54333** in the amount of **$262,461.31.** *(page 37)*
8. **PUBLIC HEARINGS** – None.
9. **EXECUTIVE SESSION –** None.
10. **RESOLUTIONS**
    A. 26-836 Service Agreement with WiFiber for Broadband at City Hall *(page 38)*
    B. 26-845 Capital Improvement Plan Update 2027 *(page 50)*
    C. 26-847 WSDOT Maintenance Agreement on Lefevre St./SR902 *(page 82)*
    D. 26-848 Amended and Restated ILA with the City of Spokane for Disposal of Solid Waste *(page 93)*
    E. 26-849 Revising City Administrator Pay Scale *(page 110)*
    F. 26-850 Adding 1% to the Pay Scale *(page 114)*
11. **ORDINANCES**
    A. Second Read of Ordinance 1153 concerning Critical Areas *(page 119)*
    B. Second Read of Ordinance 1156 concerning 2027 Property Tax Levy *(page 155)*
    C. First Read of Ordinance 1157 concerning 2026 Q3 Budget Amendments *(page 158)*
12. **EMERGENCY ORDINANCES**
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**

Quarterly Budget Report
2026 Q3

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

Budget Benchmark: **75%**
Analysis of 2026 Budget status for current period:

Positive Highlights

- Most operational funds are tracking near the expected budget benchmark.
- Revenue performance for taxes and State shared revenues in the General Fund, Streets Fund, and Tourism Fund are generally strong or on track.
- Revenue performance for Solid Waste and Wastewater utilities are right above budget benchmark.
- Municipal Court expenditures are significantly lower than prior years due to change to Airway Heights Municipal Court.
- Water Fund and Solid Waste Fund expenditures are lower than expected.

Areas Being Monitored

The following funds/departments will have proposed budget amendments, with reasons for requiring an amendment stated in Ordinance 1157:

- General Fund; Legislative, Administrative Services, Code Enforcement, Transfers-Out, and Grants departments.
- Leave & Severance Fund
- Contingency Fund
- American Rescue Protection Act (ARPA) Fund
- Public Safety Fund
- Criminal Justice Fund
- Park Facilities Fund
- Library Facilities Fund

Metric	Status
Operational Revenue	76% of budget
Operational Expenditures	75% of budget
Funds or Departments Being Monitored	9
Funds or Departments Over-Budget	3

Quarterly Budget Report

Proposed Amendments (26.1 to 26.16)

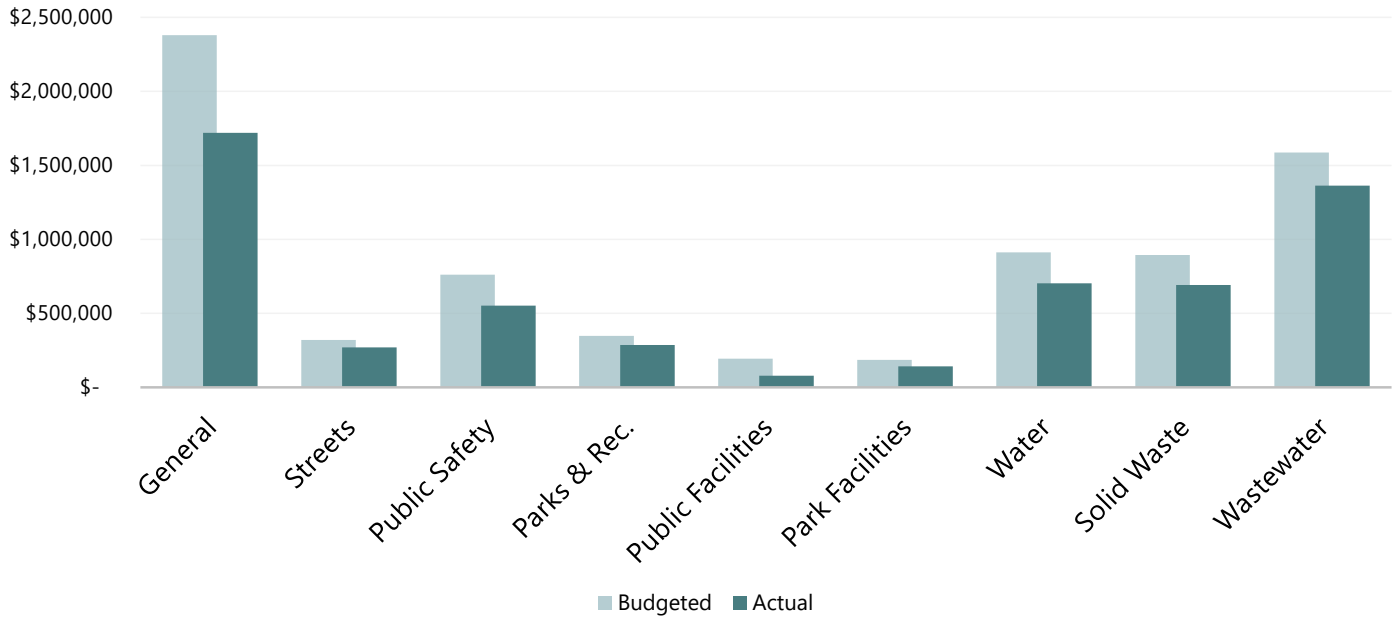
Fund	Fund Name	Budgeted	Actual	Amendment	Amended Budget
001	General (Depts)				
001	Grants	$ 90,500	$ 67,722	$ 11,402	$ 101,902
001	Legislative	$ 88,553	$ 78,794	$ 30,000	$ 118,553
001	Municipal Court	$ 61,000	$ 7,860	$ (40,000)	$ 21,000
001	Legal	$ 100,000	$ 40,433	$ (35,000)	$ 65,000
001	Admin. Svcs	$ 608,841	$ 477,608	$ 29,000	$ 637,841
001	Code Enforcement	$ 83,299	$ 64,869	$ 9,000	$ 92,299
001	Transfers-Out	$ 773,000	$ 564,662	$ 45,800	$ 818,800
105	Leave & Severance	$ -	$ 2,278	$ 3,000	$ 3,000
106	Contingency	$ -	$ 270,580	$ 271,000	$ 271,000
107	ARPA	$ -	$ 19,533	$ 90,000	$ 90,000
110	Public Safety	$ 761,675	$ 647,546	$ 130,000	$ 891,675
111	Criminal Justice	$ 7,500	$ 32,714	$ 26,000	$ 33,500
132	Park Facilities	$ 185,412	$ 172,043	$ 35,000	$ 220,412
135	Library Facilities	$ 3,353	$ 3,421	$ 26,500	$ 29,853
408	Wastewater Collection	$ 370,500	$ 274,263	$ 60,000	$ 430,500
408	Wastewater Treatment	$ 121,000	$ 54,555	$ 120,000	$ 241,000
410	Broadband	$ -	$ 540	$ 60,000	$ 60,000
			Total	**$ 871,702**	
Increased Revenue					
408	Wastewater	$ 1,587,000	$ 1,363,602	$ 180,000	$ 1,767,000

Quarterly Budget Report 2026 Q3

Revenue - Operational Funds

Expected Use: 75%

Fund	Fund Name	Budgeted	Actual	% Used	Notes
001	General	$ 2,380,552	$ 1,719,725	72%	
101	Streets	$ 320,640	$ 269,950	84%	
110	Public Safety	$ 761,675	$ 552,684	73%	
112	Parks & Rec.	$ 348,000	$ 285,961	82%	
126	Tourism	$ 121,600	$ 97,751	80%	
131	Public Facilities	$ 194,500	$ 78,750	40%	
132	Park Facilities	$ 186,050	$ 141,617	76%	
133	Train Depot	$ 12,000	$ 10,500	88%	
134	Kitchen	$ 41,250	$ -	0%	
135	Library Facilities	$ 8,200	$ 6,000	73%	
401	Water	$ 912,100	$ 703,446	77%	
407	Solid Waste	$ 893,750	$ 691,001	77%	
408	Wastewater	$ 1,587,000	$ 1,363,602	86%	
410	Broadband	$ 500	$ 3,109	622%	



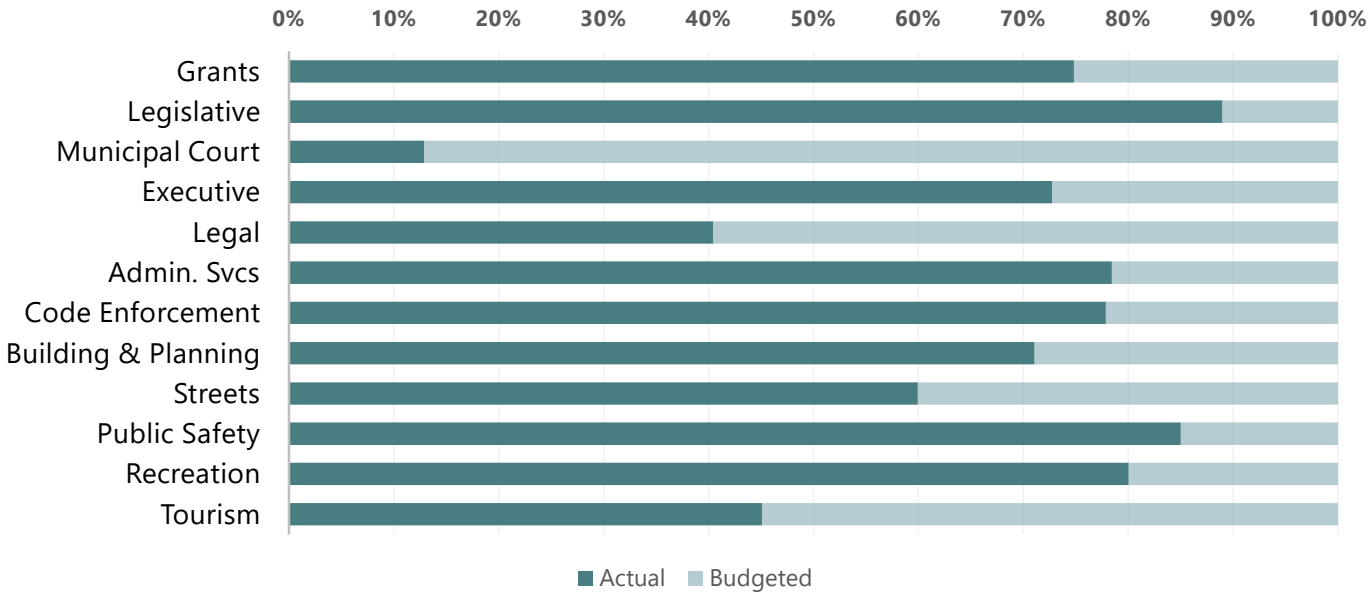
*City Beautification, Broadband, Train Depot, Kitchen, and Library Facilities revenues too small to represent on graph

Quarterly Budget Report 2026 Q3

Expenditure - Operational Funds (pg. 1)

Expected Use: 75%

Fund	Fund Name	Budgeted	Actual	% Used	Notes
001	General (Depts)				
001	Grants	$ 90,500	$ 67,722	75%	
001	Legislative	$ 88,553	$ 78,794	89%	
001	Municipal Court	$ 61,000	$ 7,860	13%	
001	Executive	$ 296,725	$ 215,885	73%	
001	Legal	$ 100,000	$ 40,433	40%	
001	Admin. Svcs	$ 608,841	$ 477,608	78%	
001	Code Enforcement	$ 83,299	$ 64,869	78%	
001	Building & Planning	$ 268,975	$ 191,185	71%	
101	Streets	$ 322,578	$ 193,385	60%	
110	Public Safety	$ 761,675	$ 647,546	85%	
112	Recreation	$ 370,500	$ 274,263	74%	
126	Tourism	$ 121,000	$ 54,555	45%	

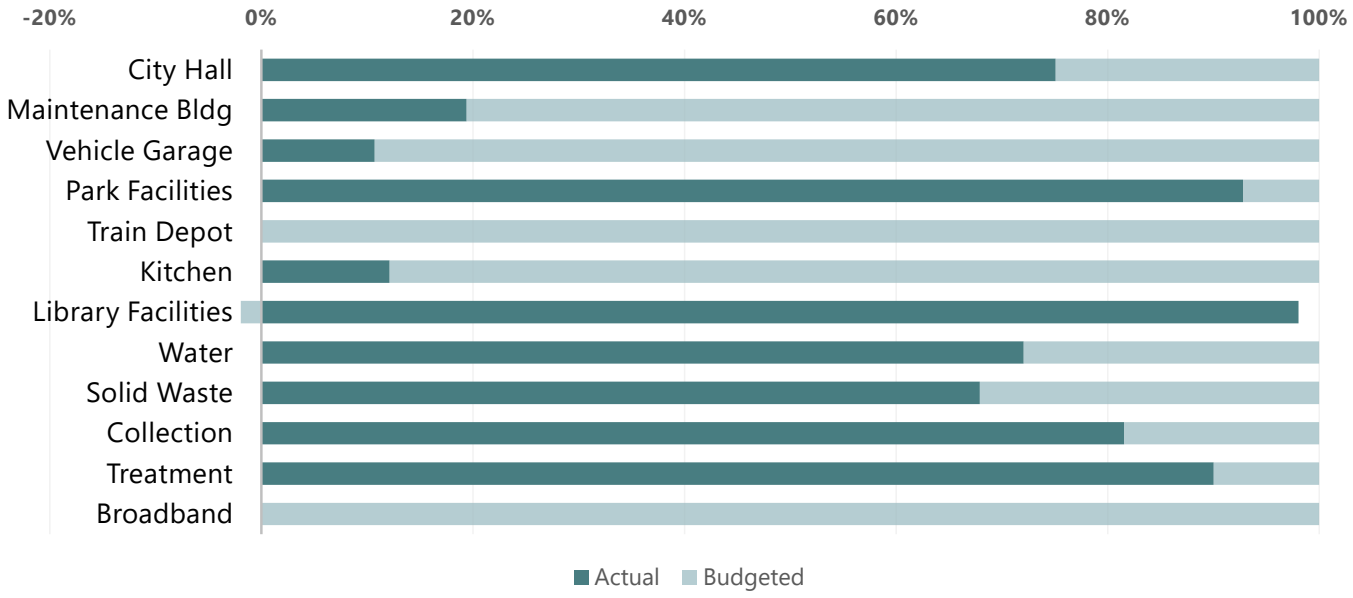


Quarterly Budget Report 2026 Q3

Expenditure - Operational Funds (pg. 2)

Expected Use: 75%

Fund	Fund Name	Budgeted	Actual	% Used	Notes
131	Public Facilities (Depts)				
131	City Hall	$ 99,093	$ 74,412	75%	
131	Maintenance Bldg	$ 49,812	$ 9,661	19%	
131	Vehicle Garage	$ 39,000	$ 4,175	11%	
132	Park Facilities	$ 185,412	$ 172,043	93%	
133	Train Depot	$ 9,250	$ -	0%	
134	Kitchen	$ 41,250	$ 5,000	12%	Appropriated, funding required
135	Library Facilities	$ 3,353	$ 3,421	102%	Insurance
401	Water	$ 876,300	$ 631,490	72%	
407	Solid Waste	$ 883,520	$ 600,129	68%	
408	Wastewater (Depts)				
408	Collection	$ 401,816	$ 327,695	82%	
408	Treatment	$ 1,281,162	$ 1,153,199	90%	
410	Broadband	$ -	$ 540	0%	



Quarterly Budget Report 2026 Q3

Project-Based Funds

Fund	Fund Name	Beginning Bal.	Revenue	Expenditure	Current Bal.	Within Budget?
104	Streets - Restricted	$ (118,818)	$ 473,961	$ 121,789	$ 233,355	Yes
105	Leave & Severance	$ 119,566	$ 17,908	$ 2,278	$ 135,195	Yes
106	Contingency	$ (302,835)	$ -	$ 270,580	$ (573,415)	Yes
107	ARPA	$ 85,023	$ 1,631	$ 19,533	$ 67,120	No
111	Criminal Justice	$ 40,365	$ 6,243	$ 32,714	$ 13,894	No
113	Emergency Response	$ 197,675	$ 4,357	$ -	$ 202,032	Yes
125	City Beautification	$ 11,024	$ 15,149	$ 4,126	$ 22,047	Yes
301	Capital Improvement	$ 147,185	$ 68,559	$ 186,914	$ 28,829	Yes
302	Parks Improvement	$ 387,872	$ 16,092	$ 72,745	$ 331,220	Yes
402	Water - Restricted	$ 336,828	$ 347,914	$ 416,755	$ 267,987	Yes
409	Wastewater - Restricted	$ 622,251	$ 131,080	$ 231,000	$ 522,331	Yes
501	Unemployment Comp.	$ 26,471	$ 141	$ 689	$ 25,923	Yes

Notes

ARPA: commercial kitchen project was anticipated to be completed in 2025, so was not budgeted for in 2026. Fully funded by ARPA grant dollars, and must be spent by end of 2026
Criminal Justice: Park camera project was anticipated to be completed in 2025, so was not budgeted for in 2026. Funded by state shared revenues restricted for use on innovative law enforcement strategies.

User Guide

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

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

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

To: City Council

From: Koss Ronholt, Finance Director

TOPIC: Comprehensive Financial Policy

Requested Action:
Review and discuss adoption the draft Comprehensive Financial Policy, establishing consistent standards and procedures for the City's budgeting, accounting, financial controls, and reporting practices.

Key Points:
- Establishes a comprehensive framework for the City's budgeting, accounting, and financial reporting functions.
- Promotes fiscal sustainability, transparency, consistency, accountability, and continuity in City financial operations.
- Formalizes expectations for reserves and fund balances, accounting controls, grants, financial reporting, and other key financial practices.
- Aligns City practices with applicable Washington State Auditor's Office BARS requirements and statutory financial reporting requirements.
- Provides a durable framework to guide annual budgeting and financial administration while allowing the City to respond to changing operational, legal, and financial requirements. The draft was also reviewed for safeguards concerning minimum reserves, target balances, and conflicts with controlling legal or accounting requirements.

Background Discussion:
The City has been developing a Comprehensive Financial Policy to consolidate and formalize its core financial practices into a clear and repeatable framework. City Council reviewed the budgeting portion during a March 3, 2026 workshop and requested several minor updates. Staff subsequently completed the accounting and reporting sections and presented the comprehensive draft for Council review and feedback at the November 3 workshop.

City Council held a second workshop discussion on November 3, 2026 to review the new sections of the policy and discuss impacts the policy would have on budgeting procedures. Council requested to continue the workshop discussion at the November 17, 2026 meeting.

Public Involvement:
The policy has been developed through the City's public Council workshop process, providing Council and the public an opportunity to review the proposed financial framework before formal adoption.

Next Steps:
With Council direction, staff will draft a resolution adopting the Comprehensive Financial Policy as the City's guiding framework for budgeting, accounting, financial controls, and reporting.

City of Medical Lake

POLICY & PROCEDURES

Comprehensive Financial Policy

Financial Policy 14.111

Policy Purpose

This policy is designed to ensure the fiscal health and sustainability of the City's operations through consistent and reliable budgeting, transparent and effective accounting, and accurate preparation of the City's financial statements.

Objectives

- To establish uniform policies for preparing the annual budget, the City's system of accounting, and the preparation of financial statements.

Definitions

- Appropriations – Total dollar amount authorized for expenditures as approved in the budget.
- BARS – The Budgeting, Accounting, and Reporting System (BARS) Manual, which establishes accounting and reporting requirements for local governments in accordance with RCW 43.09.200 and is maintained by the Washington State Auditor's Office.
- Budget – A legally adopted plan that outlines anticipated revenues and authorized expenditures (appropriations) for a specific year, serving as the City's primary financial management tool.
- Budget Amendment – A formal change to the adopted budget, authorized by ordinance, to adjust revenues, expenditures, or fund balances based on updated information or priorities.
- Capital Improvement Plan – A multi-year planning document that identifies, prioritizes, and schedules major capital projects – such as infrastructure, facilities, and equipment – along with estimated costs and proposed funding sources. Identifies and reports condition of current facilities.
- Estimated Ending Balance – The projected amount of resources remaining in a fund at the end of the fiscal year, based on anticipated revenues and expenditures.
- Final Budget – The officially adopted budget approved by Council, establishing legal spending authority for the fiscal year.
- Finance Committee – Committee comprised of a maximum of three councilmembers and the Finance Director. This committee is primarily responsible for reviewing payments prior to approval by Council, as well as other secondary reviews as detailed in this policy. Optionally, the Mayor and City Administrator may participate in committee meetings.
- Fiscal Year – the twelve (12) month period used for budgeting and financial reporting. The City of Medical Lake's fiscal year follows the calendar year, beginning on January 1 and ending on December 31.

- **Full-Time Equivalent (FTE) –** A unit of measure representing one full-time employee or the equivalent combination of part-time employees, used to quantify staffing levels.
- **Fund –** An independent fiscal and accounting entity with its own set of accounts, established to track specific resources and activities in accordance with legal or financial requirements.
- **Journal Entry –** A formal accounting record used to record, adjust, reclassify, correct, or accrue financial transactions within the accounting system.
- **Line-Item** - A distinct account or category of revenue, expenditure, or other financial activity separately identified within a budget, financial statement, schedule, or report.
- **Minimum Reserve –** The minimum estimated ending fund balance established by policy for a fund and used as a floor during the annual budget process.
- **Managerial Fund** – A separate set of accounts established for internal accounting and management purposes that functions as a sub-fund of a reportable fund and is not reported separately in the City's financial statements.
- **Parent Fund** – The fund into which the financial activity of a managerial fund is incorporated for purposes of financial reporting.
- **Preliminary Budget –** The draft version of the annual budget prepared by staff and presented to the Mayor and then Council for review and public comment, prior to formal adoption.
- **Target Balance –** The desired estimated ending fund balance established by policy as a planning benchmark for maintaining financial stability and supporting identified future needs.
- **Unrestricted Revenue –** Funds that are not legally or contractually limited in use and may be allocated at the discretion of the governing body.

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Administration

This policy shall be administered in compliance with applicable federal, state, and local laws, as well as any applicable guidance or standards prescribed by the BARS Manual. Where conflict exists, applicable law or standard prevail. The Finance Director shall recommend any necessary policy amendments.

Section 1.0 – Budgeting

1.1 Purpose

1.1.1 The City's budget process is conducted in a manner that allows the City's policy officials to comprehensively review the direction of the City and to redirect its activities by means of the allocation of financial resources. On this basis, the budget sets policy for the following year. The budget process also facilitates the evaluation of the City programs by providing a means to measure the financial activities of the departments.

1.1.2 The budget provides financial control by setting forth both legislative and administrative guidance to City employees regarding the character and scope of their activities in both summary and detail form in the various products of the budget process.

1.1.3 The budget outlines the manner in which the financial resources of the City will be managed during the budget period. This allocation of resources is based on an understanding of both the current year's needs and the long-term view of the development of City programs.

The budget takes into account unforeseen contingencies and provides a process for periodic adjustments.

1.1.4 The budget provides management information as a comprehensive tabulation of information regarding both the character and scope of City activity. It also provides a unique opportunity to allow and encourage public review of City operations. The budget describes the activities of the City, the reason or cause for those activities, future implications, and the direct relationship to the citizenry.

1.2 Pre-Budget Items

1.2.1 Activities described in this section shall be completed during the budgeting process, prior to adoption of the final budget.

1.2.2 The Finance Director shall collaborate with the Mayor, City Administrator, and other Department Heads to propose updates to the Capital Improvement Plan.

1.2.3 Finance Director shall review actual ending balances for prior year and verify that the budget reflects accurate beginning and estimated ending balances.

1.2.4 Finance Director shall provide Department Heads with finalized prior-year figures and solicit requests for significant budget changes. These requests shall be documented and considered during budget development.

1.2.5 Finance Director shall meet with the Mayor annually to review prior-year financial results, discretionary department requests, and discuss strategic priorities for the upcoming budget cycle.

1.2.6 The Finance Director shall coordinate annual salary and wage reviews in compliance with labor agreements, adopted compensation policies, and applicable law.

1.3 Budget Schedule

1.3.1 Exhibit A shall be updated each year to reflect the current year's schedule of budget-related items.

1.4 Preliminary Budget Preparation

1.4.1 The Finance Director shall prepare the core budget using a standardized framework that incorporates current financial information and historical data. Each fund—and each department, if applicable—must include a detailed listing of all account line items supported by historical financial information, current operational data, and other relevant data sufficient to develop reasonable estimates. The methodology and data sources used shall be documented and maintained for audit and review purposes.

1.4.2 The City's budget shall be prepared on a cash basis, consistent with the City's accounting system and the BARS Manual.

1.4.3 The Finance Director shall ensure that salaries, wages, and associated payroll taxes are calculated using a documented methodology that reflects current labor agreements, statutory requirements, and applicable tax regulations. This methodology shall be reviewed and updated annually to maintain compliance.

1.4.4 The Finance Director shall calculate medical, dental, and vision insurance costs based on current provider contracts, enrollment data, and projected rate adjustments. A documented methodology shall be maintained and reviewed annually to ensure accuracy and alignment with contractual obligations.

1.4.5 Liability and property insurance costs shall be calculated using a documented methodology that incorporates current coverage levels, premium schedules, and anticipated adjustments. This methodology shall be reviewed annually in coordination with the risk management function.

1.4.6 Revenue estimates shall be prepared using a documented methodology that considers historical trends, economic indicators, and other relevant factors, excluding property tax projections as outlined in Section 1.5. The methodology shall be reviewed annually and updated as necessary to ensure reliability.

1.4.7 Expenditure estimates shall be developed using a documented methodology that accounts for historical spending patterns, inflationary factors, and anticipated operational needs, excluding salary, insurance, and payroll tax calculations addressed in Sections 1.4.3 through 1.4.5. The methodology shall be reviewed annually for accuracy and relevance.

1.4.8 The Finance Director shall present the Preliminary Budget to the Mayor in advance of statutory budget deadlines. The Mayor may make modifications, revisions, or additions as deemed appropriate. The Preliminary Budget shall set forth the City's proposed financial program, including estimated revenues and proposed expenditures by fund and department, and shall incorporate adopted compensation assumptions.

1.4.9 The Mayor shall present the Preliminary Budget to Council in advance of statutory budget deadlines. The Preliminary Budget shall be presented at least two (2) weeks prior to the Preliminary Budget Hearing (1.8.2).

1.4.10 After the Mayor makes any desired revisions to the Preliminary Budget and has received public comment during the Preliminary Budget Hearing (1.8.2), the Mayor shall file the Preliminary Budget with the Finance Director.

1.5 Property Tax Levy

1.5.1 Pursuant to RCW 84.55.120, the City shall hold a public hearing on revenue sources for the following fiscal year's current expense budget, including consideration of possible increases in property tax revenues, before the City levies the taxes.

1.5.2 The City shall adopt the ordinance establishing the amount of property tax to be levied for the next fiscal year in accordance with applicable law and shall certify the levy to the County Assessor on or before November 30 as required by RCW 84.52.070.

1.6 Rates

1.6.1 This section establishes the principles and methodologies the City shall use to develop, review, and recommend rates and related charges for utilities and administration. All specific rates and charges are adopted separately by City Council resolution.

1.6.2 All rates and charges shall be established using the following principles:

- Cost-of-service – Rates must recover the full cost of providing the service, including operations and maintenance, administrative overhead, capital replacement and rehabilitation (if applicable), debt service (if applicable), and required reserves (see section 1.10).
- Equity and Fairness – Rate structures shall treat similar customer or citizen classes equitably and proportionately based on impact on costs.
- Stability and Predictability – Rates should avoid sudden or dramatic changes when feasible and should support long-term financial stability for the City operation and customers.
- Legality – Rates shall comply with all relevant state and federal laws.

1.6.3 As a part of the annual budget process, the Finance Director shall evaluate whether existing rates will sufficiently cover projected operating costs, debt service, inflationary impacts, and capital needs.

1.6.4 All rates shall be adopted by resolution annually, even if no changes are made to currently adopted rates.

1.7 Final Budget Preparation

1.7.1 The Final Budget incorporates input from the Mayor, Council, and public to present a complete and balanced financial plan for adoption.

1.7.2 Pursuant to RCW 35A.33.075, the City Council shall adopt the Final Budget by ordinance prior to the beginning of the fiscal year. Because the City's fiscal year begins January 1, the Final Budget shall be adopted no later than December 31.

1.7.3 The Mayor, with the assistance of the Finance Director, shall prepare a Final Budget that reflects any adjustments that occurred after the Preliminary Budget. These adjustments - in addition to any desired representations of the City's priorities, initiatives, or capital projects – shall be incorporated into a Mayor's Budget Letter and presented with the Final Budget.

1.7.4 The Final Budget Ordinance shall contain the proposed amounts for the beginning balances, revenues, expenditures, and ending balances for each fund.

1.7.5 The Final Budget Ordinance shall contain a schedule of salaries and wages for every position.

1.7.6 The Final Budget Ordinance shall contain a schedule of proposed FTE employee budgeted positions that have been incorporated into the Final Budget.

1.8 Budget Hearings

1.8.1 The public hearings described in this section are required by law and provide an opportunity for citizens to comment on the subject and materials presented at each hearing.

1.8.2 The City Council shall conduct a public hearing on revenue sources and the property tax levy in accordance with RCW 84.55.120. During the public hearing, the Finance Director shall present the current property tax levy, maximum lawful levy, and any proposed adjustments.

1.8.3 The Council shall conduct a public hearing on the Preliminary Budget.

1.8.4 The Council shall conduct a public hearing on the Final Budget.

1.9 Allocation of Unrestricted Revenues

1.9.1 The City shall allocate unrestricted revenues in accordance with the principles outlined in Exhibit C of this policy. Exhibit C provides the framework for prioritizing and distributing these revenues among operational needs, reserves, and strategic initiatives.

1.9.2 The Finance Director shall review unrestricted revenue allocations annually and present any proposed changes.

1.10 Fund Reserve Balances

1.10.1 Fund Reserve Balances established by this policy become the minimum estimated ending balance that may be proposed for each fund in the annual budget. The adopted budget should not result in an estimated ending balance below the applicable minimum reserve.

1.10.2 Fund Reserve Balances shall be established by this policy and detailed in Exhibit B.

1.10.3 On an annual basis, the Finance Director shall review the established Fund Reserve Balances and propose any recommended amendments to Council.

1.10.4 Exhibit B specifies the minimum reserve percentage, which determines the minimum estimated ending balance permitted in the adopted budget.

1.10.5 The Target Balance for each project-based fund is established in Exhibit B as a *range* that represents the City's preferred estimated ending balance during typical budget cycles. Target Balances are planning benchmarks intended to provide sufficient resources to support planned capital projects, ensure readiness for grant match opportunities, and maintain continuity in project delivery. Target Balances do not create or modify legal appropriation authority.

1.10.6 If extraordinary circumstances require an exception, the budget or amendment shall identify the reason and a reasonable replenishment strategy.

1.11 Quarterly Budget Reports

1.11.1 The Finance Director shall prepare Quarterly Budget Reports that present the previously concluded quarter's data on revenues and expenditures and how they compare to the adopted budget.

1.11.2 Quarterly Budget Reports shall be presented to Council by the first Council Meeting of the second month following the conclusion of the quarter.

1.11.3 Each Quarterly Budget Report must contain the adopted budget revenues and expenditures for each fund and department - including any previously adopted amendments - and the actual revenues and expenditures up to the end of the reporting period.

1.11.4 Prior to presenting each Quarterly Budget Report, the Finance Director shall provide the Finance Committee with a detailed budget report.

1.12 Budget Amendment Process

1.12.1 Budget Amendments shall be approved by passage of Ordinance by Council.

1.12.2 Budget Amendments must be adopted on or before December 31 of the current fiscal year.

1.12.3 Budget Amendment Ordinances shall contain, at minimum, the following information:

- Total increase in appropriations.
- Currently adopted total appropriations and amended total appropriations

- Detail of amendments, including fund or department, requested increase in appropriations, and reason or justification for increase.
- Breakdown of impact of amendment(s) on estimated ending cash balance for current fiscal year for each fund.

Section 2.0 – Accounting

2.1 Purpose

2.1.1 Establish accounting policies that ensure financial records are accurate, complete, timely, transparent, and auditable.

2.1.2 Ensure compliance with the Washington State Auditor's BARS Cash Manual, grant requirements, debt covenants, and all applicable federal, state, and local laws.

2.2 Funds and Allowable Activities

2.2.1 All financial activities shall be accounted for within legally established funds.

2.2.2 Expenditures shall only be made for purposes authorized by law, grant agreements, bond covenants, resolutions, ordinances, or other governing documents.

2.2.3 Interfund activity shall be properly authorized and recorded in accordance with BARS Manual section 3.9 *Interfund Activities*. Such activity included, but is not limited to, interfund loans, interfund services provided and used, interfund transfers, and interfund reimbursements.

2.2.4 New reportable funds shall be established only as authorized by ordinance or other applicable legal authority before financial activity is recorded.

2.3 Managerial Funds

2.3.1 Managerial funds may be established for internal budgeting and management purposes.

2.3.2 Managerial funds may be used to separately account for revenues, expenditures, and available resources associated with a specific activity, project, or program for internal financial management purposes.

2.3.3 Managerial funds do not supersede statutory fund requirements.

2.3.4 Managerial funds may be established or discontinued by the Finance Director with approval of the Mayor, provided they do not conflict with statutory fund requirements or financial reporting requirements.

2.4 Internal Controls

2.4.1 Segregation of duties shall be maintained to the extent reasonably feasible based on the City's staffing, resources, organizational structure, and the risks associated with the applicable process. When complete segregation of duties is not reasonably feasible, compensating controls, such as independent review, approval, reconciliation, or monitoring, shall be implemented to mitigate the associated risks.

2.4.2 Each financial transaction shall have supporting documentation representing the amounts, purpose, and recipient/remitter.

2.4.3 Access to accounting systems shall be restricted based on job responsibilities. The Finance Director shall review and establish security access to ensure that employees only have access to financial systems or functions that are necessary to perform their assigned job duties.

2.4.4 Assets shall be safeguarded against loss, theft, misuse, or unauthorized access through appropriate physical and administrative controls.

2.4.5 Financial transactions shall be authorized by individuals delegated approval authority through ordinance, resolution, policy, or administrative procedure.

2.4.6 Accounting records shall be maintained in sufficient detail to permit independent verification and audit.

2.4.7 Internal control policies and compliance shall be documented and reviewed periodically for effectiveness.

2.5 Beginning and Ending Cash and Investments

2.5.1 Beginning balances shall agree to the prior year's ending balances.

2.5.2 Ending cash and investments shall be classified as Nonspendable, Restricted, Committed, Assigned, or Unassigned in accordance with the BARS Cash Manual.

2.6 Bank Accounts and Investments

2.6.1 Responsibilities for cash receipting, disbursements, bank reconciliations, and financial review shall be appropriately segregated whenever practical.

2.6.2 Bank and investment accounts shall be reconciled monthly.

2.6.3 Reconciling items shall be investigated and resolved in a timely manner.

2.6.4 Completed bank reconciliations shall receive an independent review by the Mayor, City Administrator, or other designated reviewer before being presented to the Finance Committee.

2.7 Line Item Account Names

2.7.1 Account naming conventions for line items shall be standardized throughout the accounting system.

2.7.2 Account structures shall support BARS reporting requirements.

2.7.3 Duplicate or redundant accounts should be avoided.

2.7.4 Changes to the chart of accounts shall be approved by the Finance Director to ensure consistency and reporting integrity.

2.8 Journal Entries

2.8.1 Journal entries to the accounting system shall be supported by adequate documentation indicating the reason, amount, and date of the transaction.

2.8.2 Whenever feasible, individuals entering journal entries into the accounting system shall not be the same individual responsible for reviewing and approving them.

2.8.3 Routine, recurring transactions should be recorded through standard accounting processes whenever feasible. Manual journal entries should primarily be used for corrections, adjustments, accruals required by the BARS Cash Manual, and other transactions that cannot be processed through normal accounting functions.

2.9 Liabilities

2.9.1 The City shall account for liabilities and other financing obligations in accordance with applicable Washington State statutes, the Washington State Auditor's Office Budgeting, Accounting and Reporting System (BARS) Manual, and applicable Governmental Accounting Standards Board (GASB) standards.

2.9.2 For purposes of accounting, liabilities and other financing obligations include, but are not limited to, short-term and long-term debt, leases, subscription-based information technology arrangements ("SBITA"), installment contracts, and other financing arrangements that create an obligation of the City.

2.9.3 The Finance Director shall evaluate new financing arrangements and agreements to determine the appropriate accounting treatment and classification.

2.9.4 For purposes of applying the City's capitalization and liability recognition policy, the City shall use a threshold of $1,000 for leases and SBITAs. The Finance Director shall evaluate each arrangement in accordance with applicable BARS and GASB requirements to determine whether a liability is required to be recognized.

2.9.5 When recording payments on debt and other financing obligations, the principal and interest portions shall be recorded using the applicable BARS accounts.

2.9.6 The Finance Director shall maintain an accurate and current schedule of the City's outstanding obligations. The schedule shall be reconciled to the City's accounting records periodically and updated for new obligations, modifications, and other changes.

2.10 Grants (Awards)

2.10.1 Grant revenues and expenditures require additional accounting measures to ensure accurate reporting and adherence to grant requirements.

2.10.2 Revenues received as a result of a grant shall be recorded using the BARS account coding specific to the granting agency. Federal funds passed through a state agency shall be coded to the awarding federal agency.

2.10.3 In addition to the applicable BARS account, project accounts shall be created specifically for each grant and used to account for any related financial transactions.

Section 3.0 – Reporting

3.1 Purpose

3.1.1 The purpose of this section is to establish clear and consistent requirements for the preparation of the City's annual financial statements ("Annual Report") and schedules through the Washington State Auditor's Office ("SAO") Annual Report System. These statements are the primary means of providing users with reliable information regarding the City's financial position and activities. Establishing clear and repeatable procedures promotes consistency, accuracy, transparency, and continuity in the preparation and reporting of the City's financial statements.

3.2 General Reporting Information

3.2.1 The City of Medical Lake prepares its Annual Report in accordance with SAO's Budgeting Accounting and Reporting Standards ("BARS") Cash Manual.

3.2.2 All subsections in this section refer to the preparation of the most recent fiscal year, unless stated otherwise.

3.2.3 In accordance with RCW 43.09.230, the Annual Report shall be submitted within One Hundred and Fifty (150) days after the close of the fiscal year.

3.2.4 Annual Reports shall receive documented secondary review and be approved by the City Council, prior to filing.

3.2.5 The Annual Report shall be prepared using complete and accurate financial information derived from the City's accounting records. All reporting balances shall be supported by reconciliations, schedule, or other documentation sufficient to satisfy audit requirements.

3.2.6 Financial information shall be reported consistently from year to year unless a change is required by law, accounting standard, or operational necessity.

3.2.7 Workpapers supporting the Annual Report shall be retained in accordance with the City's records retention schedule and shall be sufficient to allow another qualified individual to understand and reproduce the reported balances.

3.3 Updates and Changes

3.3.1 Prior to preparing the Annual Report, the Finance Director reviews the Alerts & Changes section of the BARS Cash Manual on SAO's website and implements any applicable changes.

3.3.2 The Finance Director shall evaluate all new BARS requirements, GASB pronouncements adopted by the State Auditor's Office, and other applicable reporting requirements to determine whether implementation is required.

3.3.3 Significant reporting changes shall be documented and disclosed in the Notes to the Financial Statements.

3.4 Schedule 01

3.4.1 The Schedule 01 is a summary of account line-item activity in the City's accounting software, which provides the underlying financial activity used to prepare Statements C4 and C5.

3.4.2 The Schedule 01 shall be reconciled to the City's general ledger prior to submission.

3.4.3 All year-end adjusting journal entries shall be posted prior to generating the Schedule 01.

3.4.4 The applicable fiscal year shall be closed prior to generating the Schedule 01. If it must be re-opened to make corrections, the Finance Director shall ensure the correction is also made to the Amended Schedule 01.

3.4.5 Any transfers (397 and 597) that occurred between a managerial fund and its parent fund shall be excluded from the Schedule 01 and noted in the Notes to the Financial Statements.

3.5 Notes to the Financial Statements

3.5.1 The Notes to the Financial Statements offer detailed narrative support to assist readers in understanding the data presented in the related financial statements.

3.5.2 The Notes to the Financial Statements shall be subject to a documented secondary review by an individual other than the preparer prior to submission to the Washington State Auditor's Office. The review shall evaluate the Notes for completeness, accuracy, and compliance with applicable reporting requirements.

3.5.3 Note 1 – Summary of Significant Accounting Policies: the Finance Director shall review each section for accuracy and to ensure any changes from the prior year's Annual Report have been documented.

3.5.4 Note 2 – Budget Compliance: the Finance Director shall review each fund and department listed in this note for which the City has adopted appropriations. If any funds or departments have been added or removed in the reporting period, edits must reflect those changes. This must also be reflected in a table that lists each fund (and department), Final Appropriated Expenditures, Actual Expenditures for fiscal year, and the variance between the Appropriated and Actual Expenditures.

3.5.5 Note 3 – Deposits and Investments: the Finance Director shall update the table in this note to reflect the bank and investment account activity that occurred in the reporting period. To ensure accuracy, the following requirements shall be met for this table:

- Amounts listed under City's own deposits and investments shall be equal to the total of all applicable bank account balances at the end of the current period.
- The note shall include a reconciling item that ties to the Schedule 06's reconciling items.
- The total of the City's own deposits and investments column shall be equal to the total of the C4 of the Annual Report.
- The total of deposits and investments held by the City as custodians for other local governments, individuals, or private organizations shall be equal to the total of the C5 of the Annual Report.
- The total of the total column shall accurately reflect the sum of the City's own deposits and investments and Deposits and Investments held by the City as custodians for other local governments, individuals, or private organizations columns.

3.5.6 Note 4 – Joint Ventures, Component Units, and Related Parties: the Finance Director shall review related-party relationships and transactions in accordance with applicable BARS reporting requirements and disclose any material transactions.

3.5.7 Note 5 – Pension Plans: the Finance Director shall review details pertaining to pension plans available to City employees and makes any edits if applicable:

- A. State Sponsored Pension Plans – the City currently participates in PERS 2 and 3 and updates table listing each plan, employer contributions, allocation percentage, and liability (asset) allocated to the City by DRS. The Finance Director shall complete the applicable SAO-prescribed Pension Worksheet and update the disclosure using the resulting information.
- B. Defined Contribution Pension Plans – Describes the City's optional deferred compensation plan. Requires edits each year to reflect the amount contributed by the City on behalf of its employees as a benefit. May require additional edits if other details related to the plan are changed.

3.5.8 Note 6 – Property Tax: the Finance Director shall disclose property tax levy, assessed value, and total amount of property taxes collected for the reporting period.

3.5.9 Note 7 - Risk Management: Describes the types of risk faced by the City and how those risks are managed. For each risk pool in which the City participates, the Finance Director shall disclose a statement provided by the applicable pool agency. For each risk type for which the City does not participate in a risk pool, the City shall provide a description of the program or other measures implemented to manage the risk.

3.5.10 Note 8 - Leases: the Finance Director shall disclose the City's lease obligations, providing a general description of the leasing arrangements, such as assets leased, terms of the leases, the amount and timing of lease payments, cancellation clauses, significant commitments before the start of the lease, changes in lease term for previously reported leases, and any other pertinent information. The note disclosure shall also include a total paid for leases in the current reporting period and a table listing future lease payments for each of the five subsequent years and in five-year increments thereafter.

3.5.11 Note 9 - Subscription Based Information Technology Arrangements (SBITA): the Finance Director shall disclose the City's SBITA obligations, providing a general description of its SBITA contracts, such as the SBITA term, the amount and timing of payments, cancellation clauses, significant commitments before the start of the SBITA, changes in subscription term for previously reported SBITA, and any other pertinent information. The note disclosure shall also include a total paid for SBITAs in the current reporting period and a table listing future SBITA payments for each of the five subsequent years and in five-year increments thereafter.

3.5.12 Note 10 – Long-Term Liabilities: the Finance Director shall disclose the City's outstanding long-term liabilities and summarize changes in those liabilities during the current reporting period. Liability transactions related to compensated absences and other long-term obligations shall be included in this disclosure, as applicable.

3.5.13 The Finance Director shall review all applicable and prescribed note disclosure

requirements to determine whether circumstances or activities occurring during the current reporting period require new or additional disclosures.

3.6 Schedule Summary of Bank Reconciliation

3.6.1 The Schedule Summary of Bank Reconciliation ("Schedule 06") summarizes the reconciliation of the City's bank account activity to its General Ledger activity.

3.6.2 The Schedule 06 should match the City's bank account balances and activity, bank reconciliations, accounting records, and C4/C5 or Schedule 01.

3.7 Schedule of Liabilities

3.7.1 The City shall report applicable outstanding liabilities and other financing obligations in the Schedule 09 – Liabilities in accordance with the BARS Manual and applicable GASB reporting requirements. The Schedule shall be prepared using the same basis of accounting, reporting period, reporting entity, and underlying accounting records as the Schedule 01 and financial statements.

3.7.2 Finance Director shall calculate the City's Pension Liability in accordance with BARS Manual section 3.4.13 and completes calculation using SAO prescribed calculation worksheet, downloaded annually from SAO's BARS Reporting Templates.

3.7.3 The Finance Director shall calculate the City's Compensated Absences Liability in accordance with BARS Manual section 3.4.23. The City currently includes three (3) types of leave in this calculation: Vacation, Sick, and Compensatory Time.

3.7.4 The Finance Director shall calculate lease and SBITA liability beginning balances, additions, reductions, and ending balances by reconciling accounting records to the schedule of the City's outstanding obligations maintained pursuant to Section 2.9.6.

3.7.5 The Finance Director shall reconcile any liabilities reported to the City's accounting records and supporting documentation prior to submission.

3.8 Schedule of Expenditure of State Awards

3.8.1 The Schedule of Expenditure of State Awards is a listing of all financial awards expended, received directly or indirectly from Washington State agencies. This report is only required to be completed if the City incurred expenditures related to state awards during the current period.

3.8.2 State-funded equipment, supplies, or real property shall be reported at fair value in the year received.

3.8.3 The Finance Director shall report any award-related expenditures that occurred during the current period. Any portion of such expenditures that will not be reimbursed, or are in excess of the funding awarded, shall not be reported.

3.9 Schedule of Expenditure of Federal Award

3.9.1 The Schedule of Expenditure of Federal Awards is a listing of all financial awards expended, awarded from Federal agencies. This report is only required to be completed if the City incurred expenditures related to federal awards during the current period.

3.9.2 Federally funded equipment, supplies, or real property shall be reported at fair value in the year received.

3.9.3 The Finance Director shall report any award-related expenditures that occurred during the current period. Any portion of such expenditures that will not be reimbursed, or are in excess of the awarded funding, shall not be reported.

3.9.4 Within the Annual Report Filing system, select and edit any items that require additional prescribed reporting requirements. Example: COVID 19 expenditures.

3.10 Notes to the Schedule of Expenditure of Federal Awards

3.10.1 The Notes to the Schedule of Expenditure of Federal Awards offer detailed narrative support to assist readers in understanding any material circumstances related to the Schedule of Expenditure of Federal Awards.

3.10.2 For each annual report, the Finance Director shall review the BARS Manual applicable guidance when preparing the Notes to the Schedule of Federal Awards to determine which disclosures apply to the expenditures reported in the current period.

3.11 Risk Management (Schedule 21)

3.11.1 The Schedule 21 provides a narrative assessment of the City's exposure to risk and the programs in place to mitigate those risks, including insurance coverage, participation in risk pools, and other risk management activities. For reporting purposes, there are three (3) types of methods for managing, or planning for, risk:

- Self-insurance – An approach in which the City accumulates financial resources and sets them aside to pay for or fund future claims and probable losses.
- Risk Assumption – An approach in which the City has an insurable risk of loss but neither purchases an insurance policy nor has a program to set aside funds to cover potential obligations.

- Public Entity Risk Pool – An approach in which the City joins and participates in a cooperative group of governmental entities through written agreement to finance an exposure, liability or risk.

3.11.2 The Finance Director shall prepare the Schedule 21 by answering the questions supplied by SAO for the schedule. Detailed information on self-insured programs shall be provided, if applicable.

Exhibit A

2026 Budget Schedule

Item	Scheduled Date	What to Expect
Capital Improvement Plan Updated	September 1	Council approves proposed updates to capital improvement plan.
Finance Director presents Preliminary Budget to Mayor	September 15,	Mayor review draft budget with Finance Director; discussion of priorities, changes, departmental request, and funding gaps.
Council Budget Retreat held	October 8	Council, Mayor, and staff discuss revenues forecasts, departmental requests, set budget direction
Revenues and Property Tax Hearing held	October 20	Public opportunity to comment on revenue forecasts and property tax options.
Rates Workshop held	October 20	Council reviews proposed utility and administrative rates changes.
Property Tax Ordinance (First Read) presented	November 3	Council formally introduced to proposed property tax levy ordinance.
Rates Resolutions adopted	November 3	Council formally adopts new utility and administrative rates and fees by resolution.
Property Tax Ordinance (Second Read) adopted	November 17	Council votes to adopt property tax levy ordinance.
Preliminary Budget Hearing held	November 17	Public hearing on preliminary budget from Mayor, opportunity for citizen comment.
Mayor files Final Budget Proposal with Finance Director	November 17	Mayor finalizes adjustments based on inputs and submits final budget documents to Finance Director.
Mayor files Final Budget Letter with Council	November 17	Formal transmittal letter summarizing key changes and priorities from Mayor
Final Budget Hearing held	December 1	Public hearing on Final Budget, opportunity for citizen comment.
Final Budget Ordinance (First Read) presented	December 1	Council formally introduced to final budget and ordinance.
Final Budget Ordinance (Second Read) adopted	December 15	Council votes to approve final budget ordinance.
Final Budget to Published for Public	December 16	Finance Director publishes the adopted Final Budget for the public.
Final Budget submitted to MRSC and SAO	December 16	Finance Director submits adopted Final Budget to MRSC and SAO per state law.

Exhibit B

Established Fund Reserve Balances

A. Operational Funds

Fund	Minimum Reserve	Rationale
General	25% (90 days)	Supports most services, subsidizes funds
Streets	10%	Steady revenue sources
Public Safety	16.7% (60 days)	High-risk service, dependent on SCSO / Jail
Criminal Justice	0%	Use all restricted revenues on projects
City Beautification	0%	Use all revenues on projects
Recreation	10%	Fee-based revenues fluctuate seasonally
Kitchen	10%	New operation, should increase over-time
Water	12.5% (45 days)	Recommended % from MRSC for utilities
Solid Waste	25% (90 days)	Reliance on contractor, but no overhead
Wastewater	18%	Higher reserves for emergency needs
Stormwater	0%	Newly adopted, not yet in operation
Broadband	0%	Focused on establishing utility
Public Facilities	5%	Subsidized (General Fund)
Parks Facilities	10%	Subsidized (General Fund), seasonal revenues

B. Project-Based Funds

Fund	Target Range	Purpose of Reserves
Streets - Restricted	$150-300k	Streets projects
Leave & Severance	$100-200k	Post-employment payments
Contingency	$25-35K	Discretionary unbudgeted items
Emergency Response	$300-350K	Declared emergency
Tourism	$10-15k	Grant match, significant project
Train Depot	$25-50k	Train Depot improvement projects
Library Facilities	$60-100k	Capital repairs to building
Capital Improvement	$50-100k	Grant match opportunities
Parks Improvement	$50-100k	Grant match opportunities
Water - Restricted	$100-150k	Grant match opportunities
Wastewater - Restricted	$100-150k	Grant match opportunities
Unemployment Comp.	$8.5-15k	Unemployment Claims

Exhibit C

Allocation of Unrestricted Revenues

Revenue	Estimated Annual Revenues	Assigned Fund
Property Tax	$665,815	26.00% General ($173,112) 41.00% Parks Facilities ($272,984) 33.00% Recreation ($219,719)
Sales Tax	$688,000	47.00% General ($323,360) 12.00% Streets ($82,560) 24.50% Public Safety ($168,560) 15.25% Public Facilities ($104,920) 01.25 % Library Facilities ($8,600)
Utility Tax (15%)	$415,000	General
Electric B&O Tax	$273,500	General
Gas B&O Tax	$115,000	Tourism
Cable B&O Tax	$6,700	City Beautification
Liquor Board Profits	$32,000	General
Telephone B&O Tax	$33,000	Streets
Facilities Rental – Reservoir	$100,000	Water – Restricted

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

To: City Council

From: Koss Ronholt, Finance Director

TOPIC: Budget Workshop

Requested Action:
Discuss the Mayor's preliminary budget and consider any requests for changes.

Key Points:
- This workshop discussion provides an opportunity for Council to continue the discussion of the preliminary budget and motion to make any changes, if desired. It is also an opportunity to review any requests for changes to the preliminary budget.
- **Request for consideration into the preliminary budget**: The Kitchen Fund (134) expenditures had not been estimated by the completion of the preliminary budget. The Mayor is requesting consideration of the revenues and expenditures provided in the attached Kitchen Fund budget sheet (Attachment A)
- **Request for consideration into the preliminary budget**: City staff received an updated bid authorization form from the Transportation Improvement Board (TIB) with up-to-date estimations on expenditures and funding for the Lefevre St Restriping project. Staff is requesting that the updated figures be incorporated into the 2027 preliminary budget, as reflected in the attached Streets – Restricted (104) budget sheet (Attachment B).

Background Discussion:
- The Mayor's preliminary budget was provided to council at the November 3, 2026, meeting, and can be found on medical-lake.org under City Government, Annual Budget Report, or by following this link: Hearing-2027-Preliminary-Budget.pdf.
- After the preliminary budget is submitted to council, it may only be changed by a vote of council.

Public Involvement:
The proposed adjustment is being considered as part of the City's public budget and Council decision-making process. Council discussion and action occur in an open public meeting, providing an opportunity for public review and comment. During the November 3, 2026 Preliminary Budget Hearing, no comments were submitted by the public.

Next Steps:
If any changes to the preliminary budget are made, they will be tracked by staff and incorporated into the final budget. The final budget will be presented to council and the public at the December 1, 2026, regular meeting, as a public hearing.

CITY OF MEDICAL LAKE
City Council Regular Meeting & Public Hearing

6:30 PM | Council Chambers
November 3, 2026 | **MINUTES** | 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
Lorin Ray-Abbott
Lance Speirs
Heath Wilbur
Don Kennedy
Ted Olson

Administration & Staff
Sonny Weathers, City Administrator
Thomas Rohrer, City Attorney (via Zoom)
Koss Ronholt, Finance Director
Scott Duncan, Public Works Director
Steve Cooper, WWTP Director
Elisa Rodriguez, Senior Planner
Roxanne Wright, Administrative Clerk

REGULAR SESSION & PUBLIC HEARING – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
   A. Councilmember Harbolt requested an absence due to illness. Motion to approve made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 6-0.
   B. Mayor Cooper offered a prayer for the victims of the shooting that occurred this afternoon.

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

3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
   A. Paul Morgan, Medical Lake resident – shared concerns about crosswalks on Stanley. Asked council to be proactive in looking at the intersections for safety.
   B. Lahnie Henderson, Medical Lake resident (via Zoom) – following up on fireworks discussion and asked if extra patrols will be out for New Year's Eve. Asked again for an update on the depot property. Mayor Cooper responded that the fireworks discussion will happen after the first of the year and an update on the train depot will be given later in tonight's meeting.

4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS** - none

5. **REPORTS**
   A. Committee Reports/Council Comments
      i. Councilmember Pritchard – no report
      ii. Councilmember Ray-Abbott – no report
      iii. Councilmember Speirs – Financial Committee – questions were answered, all looks good. Fall Fest was great success.
      iv. Councilmember Wilbur – Enjoyed Fall Fest with his family.
      v. Councilmember Kennedy – no report
      vi. Councilmember Olson – no report

   B. Mayor Cooper – asked council to vote on Councilmember Kennedy's absence request for the November 17th, December 1st, and December 15th meetings. He will be on vacation. Motion to

approve made by Councilmember Olson, seconded by Councilmember Wilbur, carried 5-0-1 with Councilmember Kennedy abstaining. Commended council and Mayor Pro Tem Kennedy on their proficiency running the last meeting. Reported on Fall Fest.

C. City Administrator & City Staff
    i. Sonny Weathers, City Administrator – reported on IACC conference. Fall youth sports wrap up, shared comments from volunteer coaches commending staff member Kylie Wright on her work. Provided update on train depot property. No loss of value, transfer of cash for property. Taking a measured approach before committing substantial funds to the property. Generated revenue as a rental from June 2025 through August 2026. Discussed suggested ideas for use. Next step is to conduct a feasibility analysis. New page available on the City's website outlining the budget process. Utility Rate Study page is also available. City Hall closed November 11th for Veterans Day. The City will again host a table at the West Plains Best of the West Gala on November 19th.

6. WORKSHOP DISCUSSION

A. Comprehensive Financial Policy
    i. Mr. Ronholt, Finance Director – Reviewed the policy and noted that the suggested changes from Council have been incorporated. Council questions and discussion. Council requested to hold another workshop at the next meeting before entertaining a Resolution.

B. WSDOT Maintenance Agreement
    i. Mr. Weathers reviewed the briefing sheet. Regarding Lefevre St. Restriping project, this agreement will determine the City's responsibility vs WSDOT's. Mr. Duncan shared additional information and changes.

7. ACTION ITEMS

A. Consent Agenda
    i. Approve **October 14, 2026, Budget Retreat and October 20, 2026**, minutes.
        1. Motion to approve October 14th minutes made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 5-0-1. Councilmember Ray-Abbott stepped out of the meeting at this point and did not cast a vote.
        2. Motion to approve October 20th minutes made by Councilmember Olson, seconded by Councilmember Wilbur, carried 5-0-1. Councilmember Ray-Abbott was still out of the room and did not vote.
    ii. Approve **November 3, 2026,** Claim Warrants numbered **54248** through **54287** in the amount of **$154,947.85**
        1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 5-0-1. Councilmember Ray-Abbott was still out of the room and did not vote.

8. PUBLIC HEARINGS

A. 2027 Preliminary Budget Hearing
    i. Mayor Cooper opened the hearing at 7:45pm.
    ii. Mr. Ronholt reviewed process and goal of hearing. Summarized changes.
    iii. Council discussion. Code enforcement update (consultant for code update, additional hours for Code Enforcement Officer). Discussed Communications position.
    iv. Mayor Cooper called for public comment. None.
    v. Mayor Cooper closed the hearing at 7:59pm.
    vi. Final Budget Hearing scheduled for December 1st meeting.

9. EXECUTIVE SESSION - none

10. RESOLUTIONS

A. 26-837 2027 Legislative Priorities

i. Mr. Weathers reviewed. Council discussion.
ii. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.

B. 26-841 2027 Administrative Rates
i. Mr. Weathers reviewed. Missing street vacation fee of $1,000, that will be added under section 6j and correct two h's.
1. Motion to approve with corrections made by Councilmember Kennedy, seconded by Councilmember Olson, carried 6-0.

C. 26-842 2027 Utility Rates
i. Mr. Weathers reviewed.
1. Motion to approve made by Councilmember Wilbur, seconded by Councilmember Pritchard, carried 6-0.

D. 26-843 Service Agreement with Hilger Construction for Lobby Wall Project
i. Mr. Weathers reviewed. Council discussion.
1. Motion to approve made by Councilmember Wilbur, seconded by Councilmember Olson, carried 6-0.

E. 26-844 Service Agreement Amendment with Titan Mechanical for Kitchen Project
i. Mr. Weathers reviewed. Council discussion. Council desires to see itemized invoices on future agreements.
1. Motion to approve made by Councilmember Olson, seconded by Councilmember Wilbur, carried 6-0.

11. ORDINANCES

A. First Read of Ordinance 1156 concerning 2027 Property Tax Levy
i. Legal counsel read into record.
1. Motion to approve made by Councilmember Wilbur, seconded by Councilmember Speirs, carried 6-0.

B. Second Read of Ordinance 1154 concerning Zoning Map
i. Legal counsel read into record.
ii. Ms. Rodriguez noted that there have been no changes. Attachment (map) was missing from this packet, but nothing changed from the first read.
1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Wilbur, carried 5-1 with Councilmember Pritchard voting nay.

C. Second Read of Ordinance 1155 concerning Speed Reduction on Lefevre
i. Legal counsel read into record.
1. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 4-2 with Councilmembers Kennedy and Wilbur voting nay.

12. EMERGENCY ORDINANCES – none

13. UPCOMING AGENDA ITEMS - none

14. INTERESTED CITIZENS

A. Lahnie Henderson, Medical Lake resident (via Zoom) - asked again about policing on New Year's as well as how the City will handle notifying the community about the fireworks code and expectations. Mayor Cooper responded that Council would take comments under advisement and speak to them at a later time.

15. CONCLUSION

A. Motion to conclude at 8:39pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.

_____ _____

Terri Cooper, Mayor Koss Ronholt, Finance Director/City Clerk

_____

Date

DRAFT

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 **54296** through **54333** in the amount of **$262,461.31.**

Check(s): 54248 - 54287	$ 253,192.46
EFT(s)	$ 9,265.85
Total:	$ 262.461.31

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 **54296** through **54333** in the amount of **$262,461.31 this 17th day of November 2026.**

Terri Cooper, Mayor **Date**

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

To: City Council

From: Sonny Weathers, City Administrator

TOPIC: Master Service Agreement with WIFiBER for Broadband at City Hall

Requested Action:
Review and consider approval of Resolution No. 26-836 authorizing the City to enter into a Master Service Agreement and Service Order Summary with Cascades Digital Forensics LLC, doing business as WIFiBER, for dedicated broadband service at City Hall. The proposed 36-month service provides symmetrical 1 Gbps dedicated internet access and one static IP address for $372 per month, plus a one-time $300 installation charge and applicable taxes.

Key Points:
- The proposed service includes symmetrical 1 Gbps dedicated internet access for $260 per month, a $97 monthly Broadlinc connection fee, and one static IP address for $15 per month, for a total recurring cost of $372 per month. A one-time $300 installation charge and applicable taxes and governmental charges also apply.
- The initial service term is 36 months and begins when the facility is available for service. After the initial term, service continues month to month unless renewed or terminated in accordance with the agreement.
- The service order includes a 30-day satisfaction guarantee, allowing the City to cancel without charge within 30 days after installation. Service remains contingent on wholesale-service availability and acceptable site-survey results.
- WIFiBER must use reasonable best efforts to restore interrupted service. If a reported outage continues for at least 24 hours and is not caused by the City or others, the City may request a prorated billing adjustment or credit for the qualifying outage period.
- If the City cancels after installation and before the end of the agreed term, the City may be responsible for the remaining recurring charges. WIFiBER retains ownership of equipment installed under the agreement.

Background Discussion:
The City has been coordinating with WIFiBER and Broadlinc to establish a fiber-based internet connection at City Hall. WIFiBER would provide the dedicated internet service through the Broadlinc-supported fiber connection, while City staff will coordinate site access, internal network readiness, billing and technical contacts, testing, and activation.

Staff evaluated broadband options for the City Hall connection, including proposals from NoaNet and WIFiBER, and sought pricing from Comcast. The proposed WIFiBER service order provides a defined 36-month option for 1 Gbps symmetrical dedicated internet access, together with the Broadlinc connection and one static IP address. The Master Service Agreement establishes billing, maintenance, outage-credit, cancellation, liability, and notice provisions.

The service supports the City's Fiber to City Hall capital project, which extends fiber connectivity to City Hall to improve bandwidth, reliability, cybersecurity, and continuity of municipal operations. Project records identify a $50,000 capital budget funded through City reserves.

Public Involvement:
Resolution No. 26-836 and the associated WIFiBER agreements will be considered during a publicly noticed City Council meeting. The Council may review the proposed service, costs, and contract terms, and members of the public may comment consistent with the City's regular meeting procedures.

Next Steps:
If approved, staff will complete the WIFiBER service order and Master Service Agreement, confirm the requested activation date and City Hall demarcation requirements, coordinate installation and network readiness with WIFiBER and Broadlinc, identify billing and technical contacts, and complete connectivity and bandwidth testing. Staff should also retain documentation of the 30-day satisfaction period and monitor service performance following activation.

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-836

A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A SERVICES AGREEMENT FOR BROADBAND SERVICES BETWEEN THE CITY OF MEDICAL LAKE AND WIFIBER

WHEREAS, the City of Medical Lake ("City") requires broadband services sufficient to support operations; and

WHEREAS, on February 18, 2025, the City entered into a Letter of Reimbursement Commitment for Broadband Materials and Conduit Placement Services for the Lefevre Street Project with the Spokane Regional Broadband Development Authority ("Broadlinc"), providing for reimbursement of costs associated with installing conduit and dark fiber to City Hall to facilitate high-speed broadband connectivity; and

WHEREAS, City staff has requested quotes from three (3) qualified service providers to provide broadband to City Hall and found that Cascades Digital Forensics LLC ("WIFiBER") was the lowest responsive and responsible quote for a Thirty-Six (36) month term, attached hereto as Exhibit B; and

WHEREAS, the City desires to enter into an agreement with WIFiBER for broadband services utilizing the City's installed fiber, with the Services Agreement attached hereto as Exhibit A, together with all attachments incorporated therein;

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 Services Agreement between the City of Medical Lake and WIFiBER for broadband services, 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 Services 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 17th day of November 2026.

_____

Mayor, Terri Cooper

Attest:

_____

Koss Ronholt, City Clerk

Approved as to Form:

_____

City Attorney, Sean P. Boutz

WIFiBER
Master Service Agreement

This agreement made as of this ____ day of _____, 20___ by and between Cascades Digital Forensics LLC (DBA WIFiBER), a limited liability corporation, and the City of Medical Lake Washington (herein after referred to as "CUSTOMER"),

1. FACILITY, TERM AND CONDITIONS: WIFiBER agrees to provide the Facility (defined as the amount of Bandwidth shown on the accompanying WIFiBER Service Order (here after referred to as Contract) on the requested date, for the term(s) and at the rate(s) specified in the Contract. Customer understands that the WIFiBER Demarc is always resident in the WIFiBER Point of Presence (POP) and does not include the provision of local exchange facilities unless noted in writing by an officer of WIFiBER. For purposes of application of the provisions of this Agreement, each Contract shall be considered separately.

2. ADDITIONAL FACILITY: Customer has the right to increase facilities under the terms of this Agreement, provided capacity is available, by executing a WIFiBER Service Order for additional facilities being requested. Such increased facilities will be at the WIFiBER rate(s) in effect upon the date of execution of the Contract.

3. PERFORMANCE: WIFiBER's sole obligation in the event Facility is interrupted, for whatever reason, is to use its reasonable best efforts to repair the facility, and if such Facility remains out of order for twenty four (24) hours or longer after being reported to be out of order, a pro rata adjustment or refund may be made to the Customer, at the Customer's request, if such interruption is not the fault of Customer or Others. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, beginning from the time the interruption of Facility is first reported to WIFiBER. The adjustment or refund to the Customer shall be the pro rata part of the monthly recurring charge for the number in excess of two (24) hours during the period of interruption. Any refund may be accomplished by a credit on a subsequent bill for the Facility. In no event shall WIFiBER be liable for any damages whatsoever for a breach of the foregoing performance and the limitations of WIFiBER' liability specified in Paragraph 13 herein shall be fully applicable to the above paragraph.

4. WIFiBER BEST EFFORTS: WIFiBER will use its reasonable best efforts to make the Facility(s) available by the requested date stated in the Contract. It is agreed that WIFiBER hereby limits its liability for timely installation to that which it would otherwise have under the terms of this agreement pertaining to facility interruptions. Customer further agrees that Customer has sole responsibility for installation and testing of facilities and equipment other than that necessary for provision of Interexchange Facility described in the Contract, and that the Customer's liability for

charges hereunder shall not be limited by untimely installation or non-operation of said facilities and equipment.

5. START OF SERVICE: The term(s) of this Agreement and those stated in the Contract shall begin on the requested facility date contained therein or at the time of Facility first becomes available, whichever is later (hereinafter "start of service date").

6. PAYMENT: Before commencement of services, WIFiBER, in its sole discretion may require Customer to pay and Customer agrees to pay a deposit of $0, which is based on the projected monthly bill for Customer. Customer agrees to pay WIFiBER a monthly charge equal to the rate(s) set forth in the Contract, unless the monthly charge is reduced or increased pursuant to the terms hereof. The installation charges, if any, contained in the Contract are due at the time of first invoicing. Subsequent payments are due net 30 days from date of invoicing. In the event Customer fails to pay the WIFiBER invoice in full on or before 30 days from receipt of invoice Customer agrees to also pay a late fee in the amount of one and one-half percent (1-1/2%) of the unpaid balance per month. If Customer receives two (2) disconnect notices in any twelve (12) month period, WIFiBER retains the option of requiring Customer to pay a deposit or increase its deposit. All deposits will be held in a special deposit account. Deposits and interest will be refunded after a good payment record of twelve (12) consecutive months or within thirty (30) days of termination of this Agreement after payment of all amounts due. If customer has received two (2) or more late notices in the prior twelve (12) months, WIFiBER shall continue to hold said deposit until such time as customer has not received two (2) late notices in the prior twelve (12) months. Customer authorizes WIFiBER to take any steps necessary to evaluate Customer’s credit worthiness, including but not limited to seeking a credit report of Customer from a third party credit reporting agency.

7. SUSPENSION OF FACILITY: In the event payment in full, including all late fees, is not received from Customer by WIFiBER on or before the date due, WIFiBER may issue to Customer a written Notice of Disconnect for non-payment. If Customer fails to bring all charges current within ten (10) days after the date of the notice, WIFiBER shall have the right to suspend all Facilities to Customer until such time as Customer has paid, in full, arrearages, including any late fees as specified herein and reconnect fees which are in effect. Additionally, WIFiBER shall have the option to terminate Facility(s) and services to customer.

8. ADDITIONAL CHARGES: Any applicable federal, state or local use, excise, sales or privilege taxes, duties or similar liabilities chargeable to or against WIFiBER because of the Facility furnished to Customer shall be charged to and payable by the Customer in addition to the regular charges under this Agreement.

9. SYSTEM MAINTENANCE: WIFiBER represents that system maintenance normally will not result in material facility interruptions. In the event that system maintenance should require the interruption of facility(s) to a material degree, to the extent possible WIFiBER will attempt to notify Customer at least 24 hours prior to such interruption. Emergency maintenance or repair shall not require 24 hour notice.

10. CONTINUATION OF SERVICE: Following the expiration of the term(s) contained in the Contract service shall continue in effect, on a month to month basis until renewal is negotiated between Customer and WIFiBER, unless terminated by either party upon sixty (60) days written notice before the end of each term.

11. FORCE MAJEURE: Any other term or provision in this Agreement to the contrary notwithstanding, WIFiBER shall not be liable to Customer or any other person, firm or entity for any failure or performance hereunder if such failure is due to any causes beyond the reasonable control of WIFiBER. Such causes shall include without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence; any law, order, regulation, direction, action or request of the United States Government or of any government, including state and local governments or any department, agency, commission, court bureau, corporation or other instrumentality of any one or more said governments or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, or supplier failures, shortages, breaches or delays.

12. GENERAL LIMITATION OF LIABILITY:
(A) WIFiBER or its representatives shall not be liable to the Customer or to any other person, firm or entity including, without limitation, for damages arising out of mistakes, accidents, errors, omissions, interruptions or defects in transmission, or delays, including those which may be caused by regulatory or judicial authorities, occurring in the course of furnishing the Facility. Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission of facility which are caused or contributed to, directly or indirectly, by any act or omission of the Customer or its agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of Customer-provided facilities or equipment, or arise from or are caused by the use of facilities or equipment furnished by any other person using Customer’s facilities which are connected to WIFiBER facilities, shall not result in the imposition of any liability whatsoever upon WIFiBER. Customer shall pay to WIFiBER any reasonable costs, expenses, damages, fees or penalties incurred by WIFiBER as a result thereof, including costs of local exchange company labor and materials. In the event the facility is interrupted for any reason, WIFiBER shall not be liable for any damages whether direct, indirect, consequential, special actual, punitive or any other damages, or for any lost profits;
(B) WIFiBER or its agents shall have no liability of any kind whatsoever to any person, firm or entity for any act or omission of itself or its agents or any other representatives excepting damage suffered by Customer on account of any property damage or personal injury caused by the willful misconduct of WIFiBER or its agents or representatives. Customer or its agents shall have no liability of any kind whatsoever to any person, firm or entity for any act or omission of itself or its agents or any other representatives excepting damage suffered by WIFiBER on account of any property damage or personal injury caused by the willful misconduct of Customer or its agents or representatives.

13. Indemnification:

(A) WIFiBER agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Customer for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to WIFiBER gross negligence or willful misconduct or (ii) infringement or misappropriation by WIFiBER of any intellectual property rights under this agreement;

(B) Customer agrees to indemnify, defend and hold WIFiBER, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against WIFiBER for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's gross negligence or willful misconduct or (ii) infringement or misappropriation by Customer of any intellectual property rights under this agreement, or (iii) Customer's or its customer's use of the Products or Service, including without limitation, defamation, libel, slander, obscenity, pornography, or violations of the rights of privacy or publicity, or spamming or any other illegal conduct. Customer agrees that its contract with its customers, to the extent that they are related to the Facility provided hereunder, shall contain a limitation of damages similar to that set forth herein.

14. CANCELLATION:
(A) Customer may cancel this Agreement with respect to any segment, without being subject to any cancellation charge of other payment only pursuant to Paragraph 3 above, except for reasons of Force Majeure as provided in Paragraph 11 above;
(B) Either party shall have the right to cancel this Agreement without liability if WIFiBER is prohibited from furnishing the service or if any material rate or term contained herein is substantially changed by order of a court of competent jurisdiction, the Federal Communications Commission or any other local, state or federal government authority;
(C) WIFiBER shall have the right to cancel this Agreement without liability if WIFiBER is prohibited from furnishing telecommunications services by any governmental body;
(D) Customer may cancel this Agreement with respect to any segment, without penalty or other payment whatsoever except for payment of services actually used, if WIFiBER' provision of the Service along such segment does not comply general industry standards and WIFiBER is notified by Customer under normal trouble reporting procedures;
(E) If Customer purports to cancel this Agreement, except for reasons stated in this item and except for a material breach by WIFiBER of terms of the Agreement, or WIFiBER cancels or terminates the Service for nonpayment of Service pursuant to Item 7 of this Agreement, then in either of these events the Customer shall within (30) days pay to WIFiBER all charges due plus a cancellation charge based on a termination liability equal to the 100% minimum recurring monthly charges under this Agreement as specified in the Pricing Description of the Contract through the end of the term of this Agreement as specified in Paragraph 16 below, and in the Contract.

15. ADDITIONAL PROVISIONS:
(A) The failure of either party to give notice of default or to enforce or insist upon compliance with any terms or conditions of the Agreement, the waiver of any terms or conditions of the Agreement or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of the Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing;
(B) The parties do not intend and this Agreement shall not create any partnership or joint venture between the parties nor result in a joint communications service offering to the customers of either WIFiBER or the Customer;
(C) In the event suit is brought or an attorney is retained by WIFiBER to enforce the terms of this Agreement or to collect any monies due hereunder or to collect money damages for breach thereof, WIFiBER shall be entitled to recover, in addition to any other remedy, reimbursement, for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith;
(D) The Facility provided by WIFiBER is subject to the condition that it will not be used for any unlawful purpose;
(E) No subsequent agreement between Customer and WIFiBER concerning the Facility shall be effective or binding unless it is made in writing by authorized representatives of the parties hereto and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein;
(F) This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors or assigns provided however, that Customer shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of WIFiBER;
(G) This Agreement shall be governed by the laws of the state of Washington and the Venue for any action to enforce this Agreement shall be in the same county delivered in;
(H) This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the subject matter hereof;
(I) If any part or any provision of this Agreement or part of any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby; (I) Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this agreement.

16. TERM: This Agreement shall be effective for the term identified in the signed WIFiBER service order incorporated herein by this reference.

17. NOTICE: Unless otherwise provided herein, all notices and communications concerning this Agreement shall be made in writing and shall be deemed duly given with delivered in hand, or U.S. mail, certified mail, return receipt requested addressed to the parties as follows:

WIFiBER
PO BOX 777
Tekoa, WA 99033

City of Medical Lake
124 S Lefevre St
Medical Lake, WA 99022

If to Customer: Billing Address on first page of Contract or at such address as may be designated in writing to the other party from time to time. The effective date of any notice under this Agreement shall be the date of delivery if hand delivered or the date of mailing.

ACCEPTANCE

Signature: _____

Print Name: _____ Title:_____

SERVICE ORDER SUMMARY

10/07/2026

Requested Service Date: _____
Service Type: Business DIA Internet

Phone: 5095655030
Email: KRonholt@medical-lake.org
Customer Contact: Koss Ronholt

========== **Business Dedicated Internet Access**==========

City of Medical Lake
Koss Ronholt
124 S. Lefevre St.
Medical Lake, WA 99022

==========

PRICING DESCRIPTION

☐	**1000Mbps/1000Mbps**	**Dedicated Internet Access - $260.00 (MRC)** **36 Month Term** **Broadlinc Connection Fee $97.00 (MRC)** **Installation $300.00 (NRC)**
☐	**1000Mbps/1000Mbps**	**Dedicated Internet Access - $235.00 (MRC)** **60 Month Term** **Broadlinc Connection Fee $97.00 (MRC)** **Installation $300.00 (NRC)**
☐	**Static IP**	**One (1) usable host addresses - $15 (MRC)**
☐	**Static IP**	**/29 IP Block of Five (5) addresses- $40 (MRC)**

========== **ACCEPTANCE** ==========

Customer acknowledges and authorizes the installation location and any potential penetration of the exterior of the customer's premises.

Customer agrees that cancelation of service after installation has been made and prior to the agreed term will result in an early termination fee equal the remaining balance of the term of service. Customer acknowledges that WIFiBER maintains ownership of all equipment installed under the provisions of this agreement. Customer will be provided with a 30-day satisfaction guarantee and may cancel services for any reason, without charge within 30-day(s) of the installation of services.

Customer agrees that the internet service will be for their use only, agrees the service will not be shared, traded, resold, and will be provided pursuant to the WIFiBER Master Service Agreement. This agreement and Master Service Agreement shall constitute the entire agreement and shall supersede any other terms and conditions proposed by either party. If any portion of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

This agreement becomes effective on the date of signature by Customer and is contingent upon the availability of wholesale services to WIFiBER as well as acceptable site survey results at the customer's service location.

WiFIBER	Customer
Signature: _____	Signature_____
Date: _____	Date: _____

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

To: City Council

From: Sonny Weathers, City Administrator

TOPIC: 2027 Capital Improvement Plan Update

Requested Action:
Discuss and consider adoption of the 2027 Capital Improvement Plan Update, establishing the City's multi-year framework for prioritizing, sequencing, funding, and implementing capital investments. Adoption provides planning direction and supports the 2027 budget but does not, by itself, authorize individual contracts, expenditures, or projects requiring separate Council action.

Key Points:
- Updates the City's multi-year capital program to reflect current project status, carryover commitments, infrastructure needs, funding opportunities, and 2027 priorities.
- Uses project phasing and sequencing to better align capital priorities with available funding, project readiness, grant requirements, and staff capacity.
- Emphasizes completion of existing commitments, protection and maintenance of critical infrastructure, and advancement of projects that are sufficiently defined, funded, and ready for implementation.
- Connects capital planning with departmental work plans, utility planning, the 2027 budget, and longer-term financial planning.
- Maintains flexibility to adjust project timing, scope, and funding as estimates are refined and grants, partnerships, or other resources become available.

Background Discussion:
The City has continued developing its Capital Improvement Plan from a static project list into a coordinated investment framework connecting planning, funding, budgeting, and project delivery. Earlier Council discussions emphasized evaluating the status of existing projects, introducing multi-year phasing, coordinating the CIP with departmental work plans, and identifying priority projects for 2027.

During the October 14 budget retreat, Council reviewed the updated capital program and discussed current projects and upcoming priorities. Staff's framework emphasized project need, strategic alignment, scope and cost definition, funding, local match requirements, organizational capacity, and future operating impacts when determining which projects should proceed, be phased, or remain positioned for future funding.

Public Involvement:
Capital priorities have been informed by prior community planning and engagement efforts and have been discussed as part of the City's public strategic planning, comprehensive planning, and annual budget processes. The 2027 capital program was also reviewed during the publicly noticed October 14 City Council Budget Retreat, and the proposed update provides an additional opportunity for Council discussion and public comment.

Next Steps:
Upon Council approval, staff will use the updated CIP to guide 2027 capital budgeting, project sequencing, grant and funding applications, engineering and design work, and implementation planning. Staff will continue refining project scopes, schedules, cost estimates, funding strategies, and operating impacts and will return individual projects to Council when separate appropriations, contracts, grant acceptance, or other authorization is required.

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-845

A RESOLUTION OF THE CITY OF MEDICAL LAKE, WASHINGTON, UPDATING THE CITY OF MEDICAL LAKE CAPITAL IMPROVEMENT PLAN

WHEREAS, the Washington State Growth Management Act (GMA) requires counties and cities to prepare Capital Facilities Plans pursuant to RCW 36.70A, WAC 365-195, and related Chapters; and

WHEREAS, the City of Medical Lake ("City") has previously adopted and periodically updates its Comprehensive Plan, which includes Capital Facilities Element Goals and Policies and reference to the Capital Facilities Plan; and

WHEREAS, the Capital Facilities Plan provides supplemental information that complements the goals and policies of the Capital Facilities Element in the City's Comprehensive Plan; and

WHEREAS, the Capital Facilities Plan is a long-range financial plan that allows the City to prioritize public projects and identify funding sources; and

WHEREAS, RCW 36.70A.070(3) requires the City, among other things, to a) conduct an inventory of existing capital facilities owned by the City, b) forecast the future needs for such capital facilities, c) the proposed locations and capacities of expanded or new capital facilities, and d) a financing plan for such capital facilities; and

WHEREAS, the City has reviewed the City's Capital Facilities and prepared an update to its Capital Improvement Plan for 2027, which is set forth in Exhibit A hereto.

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

Section 1. **Adoption of Capital Improvement Plan.** The City of Medical Lake hereby adopts the update to the City's Capital Improvement Plan as set forth in Exhibit A, attached hereto and incorporated by this reference.

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

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

APPROVED this 17th day of November 2026.

_____
Mayor, Terri Cooper

Attest:

_____
City Clerk, Koss Ronholt

Approved as to Form:

_____
City Attorney, Sean P. Boutz



CAPITAL IMPROVEMENT PLAN

2027 - 2032

City of Medical Lake

City of Medical Lake Capital Improvement Plan

Introduction

A Capital Improvement Plan (CIP) is a planning document to be used in setting policy and establishing priorities for capital projects. The Government Finance Officers Association (GFOA) best practices include multi-year capital planning that explain how,

> *"Capital planning is critical to water, sewer, transportation, sanitation, and other essential public services. It is also an important component of a community's economic development program and strategic plan. Capital facilities and infrastructure are important legacies that serve current and future generations. It is extremely difficult for governments to address the current and long-term needs of their citizens without a sound multi-year capital plan that clearly identifies capital needs, funding options, and operating budget impacts."*

A capital project is a project to construct either new facilities or make significant, long-term renewal improvements to existing facilities. Capital projects can be broken down into phases including predesign (planning, exploring alternatives, and providing cost estimates), design (engineering, plans, and specifications), and construction (permitting, physical work, inspection, and project completion). The CIP forecasts and outlines capital expenses including costs to replace, upgrade, or rehabilitate existing facilities. RCW 36.70A.030(32) defines capital facilities as streets, roads, highways, sidewalks, street and road lighting systems, domestic water systems, storm and sanitary sewer systems, parks and recreational facilities, and schools.

The CIP includes a detailed six-year outlook and is reviewed during the budget cycle each year, reflecting on changing community needs, priorities, and funding opportunities. As a debt free municipality, the City of Medical Lake can effectively focus on utilizing capital funds, operating revenues, and reserves. Financial options to consider include pay as you go, capital reserve funds, debt financing, lease-purchase agreements, state/federal grants, impact fees, revolving loan programs, joint financing, and public-private partnerships.

DRAFT

PROCESS AND PROCEDURES

To effectively meet and maintain the goals, objectives, and service delivery levels desired by the Mayor and City Council, the following procedures will guide the efforts of forecasting capital facility needs and matching projected revenues required over a six (6) year period:

1. Establish an administrative and policy framework for the CIP process.
2. Prepare an inventory defining the condition of existing facilities.
3. Determine the status of previously approved projects.
4. Perform financial analysis and financial programming.
5. Compile and evaluate project requests by departments/agencies.
6. Adopt the CIP.
7. Implement the CIP.

ADMINISTRATIVE AND POLICY FRAMEWORK

Levels of Service (LOS) are defined in the Comprehensive Plan.

The CIP is updated annually as part of the City's regular budget process to ensure it addresses new and changing priorities within the City. Each department will submit CIP requests by late spring/early summer. The executive leadership team (consisting of the Mayor, City Administrator, and all Department Heads) will review and evaluate all proposed projects based on Mayor and City Council service priorities, infrastructure needs, the financial capacity of the City, and the impact the projects could have on the City's operating budget.

Once the projects are evaluated, the selection and timing of capital projects will be recommended for City Council approval. Projects identified for the next fiscal year are incorporated into the recommended annual operating budget. Funding opportunities for all identified projects within the planning horizon will continue to be explored (grants, loans, capital reserves, operating revenues, legislative appropriations, etc.).

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FUNDING SOURCES

General Fund Revenues	Enterprise Funds	Bond & Debt Financing	Dedicated Local Options	Grants
Property Taxes	Utility Rates & Fees	State/Federal Low Interest Loans	REET	State/Federal Grants
Retail Sales & Use Taxes	Charges & Fees	General Obligation Bonds	Mitigation & Development Fees	
Business & Utility Taxes		Revenue Bonds	Local Improvement Districts	
State Shared Revenues		Other Bonds	TBDs	
			Impact Fees	
			Levy Lid Lift	

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INVENTORY OF EXISTING FACILITIES

This CIP is organized into the following categories:

1. Utility Infrastructure
    a. Stormwater System
    b. Waste-Water System
        i. Collection
        ii. Treatment
        iii. Discharge
    c. Water System
        i. Source
        ii. Storage
        iii. Transmission/Distribution
2. Parks and Public Facilities
    a. City Hall
    b. City Hall Annex
    c. Library
    d. Medical Lake Depot
    e. Maintenance Shop
    f. Streets Shop
    g. Waste-Water Treatment Plant
    h. Parks, Trails, and Open Spaces
3. Maintenance of City Equipment
4. Transportation Improvement Program
5. Public Safety
    a. Law Enforcement
    b. Fire and Emergency Medical Services
    c. Municipal Court
    d. Hazard Mitigation Plan
6. Schools
    a. Medical Lake High School
    b. Medical Lake Middle School
    c. Hallett Elementary School

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FACILITY CONDITION REPORTS

A Facility Condition Report (FCR) is the result of a structured process to assess the physical state of buildings and infrastructure. It helps guide maintenance, renovation, and capital planning decisions by assessing the following:

1. Site Conditions (stormwater drainage, access and egress, parking, paving and curbing, landscaping and appurtenances, fencing, signage, exterior landings/stairs/railings/bollards)
2. Building Envelope
3. Roof System
4. Structural System (foundation system, building frame and deck surface)
5. Interior Components (walls, doors/frames, ceilings, floors, and interior stairs)
6. Mechanical and HVAC Systems (heating, equipment, air conditioning and ventilation, distribution, and control systems)
7. Electrical Systems (electrical service and metering, distribution)
8. Plumbing Systems (plumbing fixtures, supply and water production, domestic hot water production)
9. Utilities (water, electricity, natural gas, sanitary sewer, storm sewer, and special utility systems)
10. Fire and Life Safety (alarm systems, security, communication systems)
11. ADA/Code Compliance (exterior accessibility, interior accessibility, code classification, certificates of occupancy and building permits, means of egress)

A Facility Condition Report Template and example can be found in Appendix A.

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Utility Systems

The City of Medical Lake maintains utility systems, services, and infrastructure to meet the functional needs of the community while providing predictable rates. City utilities include drinking water, sewer, and stormwater.

STORMWATER SYSTEM

When rain or snow falls on "pervious" surfaces – those in which water can percolate through to the soil – it can be absorbed by plants or soak into the ground. As the stormwater percolates through layers of vegetation and earth, organic materials filter out contaminants. However, when rain or snow hits roofs, parking lots, streets, and other "impervious" surfaces, it collects pollutants. Stormwater runoff includes automotive fluids, fine rubber particles, trace metals, and settle air pollutants. Under state law, cities must manage and control stormwater runoff. (From AWC's *State of the Cities, Washington's Interconnected Infrastructure*)

Existing Facility Condition Report

Collection and Conveyance

- Catch basins and inlets
- Storm drain manholes
- Storm sewer pipes
- Culverts
- Roadside ditches and swales

Treatment

- Water quality treatment structures
- Oil-water separators
- Sediment traps
- Biofiltration swales

Flow Control and Storage

- Detention/retention ponds
- Infiltration basins
- Dry wells
- Stormwater vaults

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Natural Assets

- Wetlands
- Vegetated infiltration areas

Outfalls and Discharge

- Stormwater outfalls
- Emergency overflow structures
- Lake discharge points

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WASTE-WATER SYSTEM

Wastewater systems ensure that human waste and grey water generated by residences, businesses, and institutions are collected and sent to a treatment facility before being released into the environment. This fundamental service preserves the natural environment and protects public health. Waste-water treatment systems are complex, costly, and must evolve continuously to meet state and federal requirements. City waste-water systems include a facility that processes, disinfects, and treats the collected effluent before discharging it into waterways. The Washington State Department of Ecology issues waste-water discharge permits that restrict the level of pollutants and establishes monitoring and reporting requirements. The treatment process also produces a byproduct from the solids that acts as an important soil amendment, called biosolids. Biosolids are further treated and sold for landscape and garden compost. (From AWC's *State of the Cities, Washington's Interconnected Infrastructure*)

Existing Facility Condition Report

Fox Ridge Lift Station
Lakeshore Lift Station
Barker Lift Station
Brown's Lift Station
Evergreen Lift Station
Waterfront Park Lift Station
Influent Pump Station
Headworks Building
Aeration Structure
Dewatering Building
Clarifier 1
Clarifier 2
Final Treatment Building
Laboratory/Operations Building
SCADA
Lagoons

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DRINKING WATER SYSTEM

The City provides safe, reliable drinking water with an adequate supply, treatment that meets rigorous water quality standards, and an extensive distribution system to reach homes and businesses. City water is monitored, analyzed, filtered, and disinfected before being distributed through miles of pipe to consumers. (From AWC's *State of the Cities, Washington's Interconnected Infrastructure*)

Existing Facility Condition Report

Lehn Rd. Well
Craig Rd. Well
Intertie with Consolidated Support Services
Intertie with City of Spokane
Intertie with Four Lakes
Intertie with Strathview
1.5MG Reservoir
Transmission/Distribution System
SCADA

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Parks and Public Facilities

Parks, recreational spaces, and public-use buildings are essential community assets that support quality of life, public health, and civic engagement. These facilities require ongoing investment in development, rehabilitation, maintenance, and accessibility improvements to ensure they remain safe, functional, and sustainable. Well-planned and maintained parks and public facilities provide opportunities for recreation, community gathering, and stewardship of public resources while enhancing neighborhood livability, supporting economic vitality, and contributing to the overall well-being of residents.

Existing Facility Condition Report

City Hall

Last major renovation was in 1978. Upgrades needed for HVAC system, doors and windows, and roof.

City Hall Annex

A Sears Catalog building that has been repurposed many times. Needs exterior paint and roof.

Library

After 35 years of service, the library needs ADA access upgrades, pavement and sidewalk repairs, fire-alarm system replacement, and electrical and energy-efficiency upgrades.

Historic Medical Lake Depot

Built in 1901 and needs various preservation and rehabilitation work done.

Maintenance Shop

Waste-Water Treatment Plant

Completed in 2001, upgrades are needed for HVAC systems and all composite shingle roofing is currently at the end of its life-cycle.

Waterfront Park

Coney Island Park

Pioneer Park

Wilcox Park

Shepard Field

Peper Park

North End Park

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Maintenance of City Equipment

The Washington State Auditor's Office requires some form of asset management for all local governments, regardless of size. Local governments have a wide variety of assets, ranging from capital or fixed assets (facilities, infrastructure, and equipment) as well as non-capital items (computers and tools) that are considered small and attractive assets. Good stewardship of local assets requires oversight in addition to short-term and long-term maintenance, repair, and replacement for continued performance and reduced life-cycle costs. (From MRSC's *Asset Management Policies* Topic Page)

EQUIPMENT

Backup power generators, heavy equipment, and trailers.
Solar Bee Floating Aerators
1992 Caterpillar Forklift
2008 Cat 140M Grader
Case W14 Loader
2005 John Deere 544J Loader
1994 580 Super K Backhoe
2000 Zaugg SF72EL Snow Blower
1997 Holder 9700H Tractor
1993 Kubota Compact Tractor
2021 Kubota Tractor RTV-X1100CWL-H
Vactor
Speed Radar Trailers
1976 Winnebago Agri-Trailer
2003 TRACP Utility Trailer

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VEHICLES

List of City owned vehicles.
1996 Elgin Street Sweeper
1999 Kawasaki Mule
2002 Chevy Blazer
2003 Ford Ranger Pickup
2004 Ford F450 Flatbed
2005 Ford Ranger Pickup
2006 International Dump Truck
2008 Ford F350
2008 International Dump Truck
2016 Ford F150
2016 Ford F250
2016 Ford F250
2016 Ford F350XL
2023 Ford E450 Van
2024 Ford F250

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Transportation

A city street is more than just a paved surface where people drive vehicles and move goods. The most obvious components are the sidewalks, streetlights, crosswalks, and parking. However, transportation infrastructure also includes multi-modal options such as bike paths, wheelchair accessible ramps, transit services, and rail crossings. Signage, striping, and painting are all part of a complete street network, too. City streets must also be designed to accommodate the heavy weight of delivery trucks and freight vehicles that travel through town. Under the ground, streets provide rights-of way for water lines, sewer lines, stormwater drainage, and electric cables. This underground network of infrastructure makes city street systems even more complex and costly. (From AWC's *State of the Cities, Washington's Interconnected Infrastructure*)

STATE HIGHWAYS

State Route 902.

ARTERIALS

Brooks Rd., Stanley St., Barker St., Campbell St., Jefferson St., and Lake St.

LOCAL STREETS AND ROADS

Neighborhood Roads.

SIDEWALKS AND TRAILS

Central Business District, Medical Lake Trail, Fox Hollow Trail.

BICYCLE LANES

SR 902, Stanley St., Barker St., Campbell St., Jefferson St., Lake St., and Lefevre St.

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TRANSIT STOPS

Spokane Transit Authority.

TRANSPORTATION IMPROVEMENT PROGRAM

All cities, towns, and counties are required to develop and adopt a six-year transportation improvement program (TIP). The TIP is a short-range planning document that is updated every year and shows the funding sources and amounts for transportation improvement projects planned for the next six years. The TIP must be consistent with the Comprehensive Plan. Each jurisdiction must review and update its TIP every year, following one or more public hearings. For cities, the deadline for adoption is July 1. Within 30 days of adoption, the TIP must be filed with the state secretary of transportation. The TIP may be revised at any time by a majority of the City Council, but only after a public hearing.

The Transportation Improvement Board (TIB) has a Small City Street Preservation program that rates our streets and provides a Pavement Condition Report. In 2024, the average PCR for Medical Lake was 62/100. In 2025, the average PCR for Medical Lake was 77.8/100. Over 10 miles of streets were resurfaced in 2024 and another 8 miles in 2025 with a Scrub Seal treatment that should extend the life of the roads by 7-10 years.

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CITY OF MEDICAL LAKE, WASHINGTON

SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (2027-2032)

Year	Project	Program Category	Phase	Start	End	Project Cost Est.	Potential Funding Sources	
2027								
	SR 902 Complete Street	Planning & Project Development	Planning & Grant Preparedness	Lefevre St	Graham Rd	$15,000	City	$47,000
	Lake St. Complete Street	Planning & Project Development	Planning & Grant Preparedness	Jefferson St	Washington St	$10,000	City	
	Public Works Design Standards	Planning & Project Development	Design & Engineering			$10,000	City	
	Lake St/Stanley St Safety Upgrades	Safety & Collision Reduction	Construction			$3,000	City	
	SR 902/Lefevre Intersection Control Improvements	Safety & Collision Reduction	Construction			$5,000	City	
	SR 902/Stanley Lane Visibility	Safety & Collision Reduction	Construction			$4,000	City	
2028								
	Stanley St. Complete Street	Planning & Project Development	Planning & Grant Preparedness	SR 902	Lake St	$10,000	City	$494,587
	SR 902/Stanley Intersection Improvements	Planning & Project Development	Planning & Grant Preparedness			$30,000	City	
	SR 902 Complete Street	Planning & Project Development	Design & Engineering	Lefevre St	Graham Rd	$300,000	Complete Streets/TIB	
	Lake St. Complete Street	Planning & Project Development	Design & Engineering	Jefferson St	Washington St	$75,000	Complete Streets/TIB	
	Fancher Connection Preservation	Preservation & System Stewardship	Construction	SR 902	Pine St	$18,036	TIB	
	Fancher Rd. Preservation	Preservation & System Stewardship	Construction	Pine St	City Limits	$41,976	TIB	
	San Salvador Preservation	Preservation & System Stewardship	Construction	Brooks Rd	City Limits	$19,575	TIB	
2029								
	Campbell St. Complete Street	Planning & Project Development	Planning & Grant Preparedness	Lefevre St	Prentis St	$10,000	City	$5,485,000
	SR 902/Lefevre Intersection Improvements	Planning & Project Development	Planning & Grant Preparedness			$15,000	City	
	Walker St. Shared Use Path	Planning & Project Development	Planning & Grant Preparedness	SR 902	Percival St	$10,000	City	
	Stanley St. Complete Street	Planning & Project Development	Design & Engineering	SR 902	Lake St	$200,000	Complete Streets/TIB	
	SR 902/Stanley Intersection Improvements	Planning & Project Development	Design & Engineering			$500,000	City/WSDOT/TIB	
	SR 902 Complete Street	Multimodal & Complete Streets	Construction	Lefevre St	Graham Rd	$4,250,000	Complete Streets/TIB	
	Lake St. Complete Street	Multimodal & Complete Streets	Construction	Jefferson St	Washington St	$500,000	Complete Streets/TIB	
2030								
	Lefevre Complete Street	Planning & Project Development	Planning & Grant Preparedness	Hancock St	Jeffereson St	$15,000	City	$6,945,000
	SR 902/Graham Intersection Improvements	Planning & Project Development	Planning & Grant Preparedness			$15,000	City	
	Campbell St. Complete Street	Planning & Project Development	Design & Engineering	Lefevre St	Prentis St	$150,000	Complete Streets/TIB	
	SR 902/Lefevre Intersection Improvements	Planning & Project Development	Design & Engineering			$250,000	City/WSDOT/TIB	
	Walker St. Shared Use Path	Planning & Project Development	Design & Engineering	SR 902	Percival St	$15,000	RCO	
	SR 902/Stanley Intersection Improvements	Corridor & Intersection Functionality	Construction			$5,000,000	City/WSDOT/TIB	
	Campbell St. Complete Street	Multimodal & Complete Streets	Construction	Lefevre St	Prentis St	$1,500,000	Complete Streets/TIB	
2031								
	Brooks Rd. Shared Use Path	Planning & Project Development	Planning & Grant Preparedness	San Salvador	Lefevre St	$7,500	City	$3,387,500
	Barker Rd. Pedestrian Improvements	Planning & Project Development	Planning & Grant Preparedness	Lefevre St	Stanley St	$5,000	City	
	Lefevre Complete Street	Planning & Project Development	Design & Engineering	Hancock St	Jeffereson St	$325,000	Complete Streets/TIB	
	SR 902/Graham Intersection Improvements	Planning & Project Development	Design & Engineering			$250,000	City/WSDOT/TIB	
	Walker St. Shared Use Path	Multimodal & Complete Streets	Construction	SR 902	Percival St	$150,000	RCO	

Public Safety

Providing for the safety and security of all residents and businesses requires investments in facilities such as police stations, fire departments, emergency response infrastructure, and safety technology (e.g., surveillance cameras) to ensure first responders are adequately equipped to serve effectively. The City works in partnership with the Spokane County Sheriff's Office, Spokane County Fire District #3, Spokane County Emergency Management, and Airway Heights Municipal Court.

LAW ENFORCEMENT

The City of Medical Lake receives law enforcement services through an Interlocal Agreement with the Spokane County Sheriff's Office, providing professional police services through a regional partnership model. The City's police facility serves as a local base of operations for Sheriff's Office deputies assigned to Medical Lake and the surrounding area, supporting both community policing and regional response capabilities. The facility also houses a S.C.O.P.E. (Sheriff's Community Oriented Policing Effort) office, which enhances community engagement, volunteer involvement, crime prevention, and public-safety outreach. This partnership allows the City to maintain reliable law enforcement services while leveraging regional resources and operational efficiencies.

FIRE AND EMERGENCY MEDICAL SERVICES

Following a vote of Medical Lake residents in July 2019, fire protection and emergency medical services for the community have been provided through Spokane County Fire District #3. The City is served by Station 311, located at 124 S. Lefevre Street adjacent to City Hall, which provides local emergency response and supports regional fire and EMS operations. This partnership allows the City to benefit from professional, full-service fire protection and emergency response while leveraging regional resources, personnel, and specialized equipment to enhance public safety and community resilience.

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MUNICIPAL COURT SERVICES

In June 2025, the City of Medical Lake entered into an Interlocal Agreement with the City of Airway Heights for municipal court services and facilities. Through this partnership, Airway Heights Municipal Court provides court administration, judicial services, and related functions on behalf of the City, allowing Medical Lake to meet its statutory obligations through a regional service-delivery model. The agreement improves operational efficiency, provides access to established court resources and facilities, and supports the cost-effective delivery of municipal court services to the community.

EMERGENCY MANAGEMENT

The City of Medical Lake partners with Spokane County Emergency Management through an interlocal agreement that supports emergency preparedness, response, recovery, and hazard-mitigation efforts. This regional partnership provides access to emergency planning resources, training, coordination, and disaster-response support that would be difficult for a small city to maintain independently. The agreement helps strengthen community resilience, improve interagency coordination, and ensure the City is better prepared to respond to natural disasters, public-health emergencies, severe weather events, and other incidents affecting public safety and essential services.

HAZARD MITIGATION PLAN

In 2024–2025, the City worked with a professional consultant to develop a comprehensive Hazard Mitigation Plan that evaluates community risks and identifies strategies to reduce vulnerability to natural and human-caused hazards. The plan provides a framework for improving preparedness, protecting critical infrastructure, enhancing emergency response capabilities, and increasing community resilience. By identifying mitigation projects, funding opportunities, and long-term risk-reduction measures, the plan supports informed capital investment decisions and helps position the City for future grant funding and recovery assistance programs.

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Schools

The Medical Lake School District is responsible for planning, funding, and managing its own capital facilities and improvement programs. The City works cooperatively with the District by participating in school facility studies, surveys, and long-range planning efforts when community infrastructure, transportation, parks, or shared public interests are involved. The City and Medical Lake School District also maintain an Interlocal Agreement for the shared use of facilities, promoting efficient use of public resources and expanding recreational, educational, and community opportunities for residents.

HALLETT ELEMENTARY SCHOOL

Hallett Elementary School is a kindergarten through fifth-grade (K-5) school operated by the Medical Lake School District and serves approximately 400 elementary students from Medical Lake and the surrounding area. As one of the community's primary educational facilities, Hallett provides foundational academic programs, student support services, and opportunities for family and community engagement. Through the City's Interlocal Agreement with the Medical Lake School District, the school also serves as a shared-use community asset, hosting Parks and Recreation programs, after-school activities, youth enrichment opportunities, recreational classes, and community events. This collaborative approach maximizes the use of public facilities, strengthens partnerships between the City and School District, and expands educational, recreational, and social opportunities for residents.

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MEDICAL LAKE MIDDLE SCHOOL

Medical Lake Middle School is a public school operated by the Medical Lake School District that serves students in grades 6 through 8 and enrolls approximately 300 middle school students from Medical Lake and the surrounding area. The school provides academic instruction, extracurricular activities, and student support services that help prepare students for success in high school and beyond. As an important community asset, the facility supports educational, recreational, and civic activities that contribute to the quality of life and long-term vitality of the community. The City coordinates with the School District on planning efforts, transportation considerations, public infrastructure improvements, and community initiatives that support student safety, accessibility, and shared community goals.

MEDICAL LAKE HIGH SCHOOL

Medical Lake High School is a public school operated by the Medical Lake School District that serves students in grades 9 through 12 and enrolls approximately 450-500 students from Medical Lake and the surrounding area. As the community's primary secondary education facility, the school provides academic, career and technical education, athletic, arts, and extracurricular programs that help prepare students for higher education, military service, and workforce opportunities. Medical Lake High School also serves as an important community asset, hosting educational, athletic, civic, and community events that bring residents together and support community identity. The City coordinates with the School District on planning, transportation, public infrastructure, recreation, and community initiatives that enhance student safety, accessibility, and quality of life while supporting the long-term success of both the school and the broader community.

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Forecasted Future Needs

The executive leadership team (consisting of the Mayor, City Administrator, and all Department Heads) have reviewed, prioritized, and organized future transportation, parks and public facilities, and public works projects as follows.

TRANSPORTATION PROJECTS

ID	Standardized Project	Horizon	Planning Cost	Funding / Relationship
T01	Public Works Design Standards	2027–2028	$10,000	Adopted TIP; funding not confirmed
T02	SR 902 Complete Street / Multimodal Corridor	2027–2032	~$4.798M	Adopted TIP; grant-dependent
T03	Lefevre Street Complete Street	2027–2032	~$3.817M long-range corridor basis	Adopted TIP; current phase separately funded
T04	Lake Street / Stanley Street Interim Safety Improvements	2027–2032	$10,000	Adopted TIP
T05	SR 902 / North Stanley Safety Improvements	2027–2032	$5,000	Adopted TIP
T06	SR 902 / Lefevre Interim Traffic Control	2027–2032	$5,000	Adopted TIP
T07	Basic Pedestrian Crossing Installation Program	2027–2032	~$25,670	Adopted TIP
T08	RRFB Crossing Installation Program	2027–2032	~$115,145	Adopted TIP
T09	Brooks Road Complete Street	2033–2046	Planning range within TMP	Transportation Plan
T10	Howard Street Complete Street	2033–2046	Planning range within TMP	Transportation Plan
T11	Jefferson Street–4th Avenue / Lake Street Complete Street	2033–2046	Planning range within TMP	Transportation Plan
T12	Stanley Street–Percival / Campbell Complete Street	2033–2046	Planning range within TMP	Transportation Plan
T13	West 4th Avenue–Trailhead / Jefferson Complete Street	2033–2046	Planning range within TMP	Transportation Plan
T14	Barker Street–Lefevre / Stanley Complete Street	2033–2046	Planning range within TMP	Transportation Plan
T15	Lake Street–Sherman / Freeman Complete Street	2033–2046	Planning range within TMP	Transportation Plan
T16	Campbell Street–Lefevre / Stanley Complete Street	2033–2046	Planning range within TMP	Transportation Plan
T17	Jefferson Street–Brooks / Lefevre Complete Street	Beyond 2046	$0.312M–$10.608M corridor range	Transportation Plan; future TIP
T18	4th Avenue–Jefferson / Lefevre Complete Street	Beyond 2046	Within TMP range	Transportation Plan
T19	Barker Street–Stanley / Sherman Complete Street	Beyond 2046	Within TMP range	Transportation Plan
T20	Sherman / Henderson Complete Street	Beyond 2046	Within TMP range	Transportation Plan
T21	North Stanley–Tara Lee / SR 902 Complete Street	Beyond 2046	Within TMP range	Transportation Plan
T22	Graham Road–City Limit / SR 902 Complete Street	Beyond 2046	Within TMP range	Transportation Plan
T23	North Collector Road	Beyond 2046	Up to ~$10.608M range	Transportation Plan; future TIP
T24	SR 902 / Lefevre Roundabout	Beyond 2046	~$2.0M	Transportation Plan
T25	SR 902 / South Stanley Roundabout	Beyond 2046	~$2.0M	Transportation Plan
T26	SR 902 / Graham Roundabout	Beyond 2046	~$2.0M	Transportation Plan
T27	Lake Street / Stanley Street Roundabout	Beyond 2046	~$1.6M	Transportation Plan
T28	Transit Stop Accessibility & Amenity Program	2029–2032+	$25,000	Transportation Plan; STA coordination
T29	Downtown / Harvest Foods Transit-Oriented Development Improvements	2029–2046	$500K	Transportation/Comprehensive Plans
T30	Citywide Trail Master Plan / Trail Connectivity Study	2027–2032	$75K	Comprehensive/Parks/Transportation Plans
T31	Recurring Street, Sidewalk & Bicycle Rehabilitation Program	Lifecycle	Annual appropriation	CIP/TIP/budget

PARKS AND RECREATION PROJECTS

ID	Standardized Project	Horizon	Planning Cost	Funding / Relationship
P01	Waterfront Park Field #2 Stabilization	2027–2032	~$200,000	Parks Plan
P02	Waterfront Park Athletic & Amenity Modernization	2027–2032	~$250,000	Parks Plan
P03	Shepard Field ADA Access & Parking	2027–2032	~$200,000	Parks Plan; overlaps Fox Hollow ADA phase
P04	Systemwide Playground Reinvestment	2027–2032	~$350,000	Parks Plan
P05	Neighborhood Park Amenity Improvements	2027–2032	~$150,000	Parks Plan
P06	Community Dog Park	2027–2032	~$175,000	Parks Plan
P07	Systemwide Parks ADA Improvements	2027–2032	~$300,000	Parks Plan
P08	Pioneer Park Security & Hardening	2027–2032	~$75,000	Parks Plan
P09	Northend Lake Access Improvements	2027–2032	~$700,000	Parks Plan
P10	Coney Island Boating & Site Improvements	2027–2032	~$350,000	Parks Plan
P11	Peper Park Shoreline Restoration & Seating	2029–2032	~$400,000	Parks Plan
P12	Waterfront Park Future Recreation Amenities	2033–2046	~$2.0M	Parks Plan
P13	Athletic Field Capacity Expansion	2033–2046	~$1.2M	Parks Plan
P14	Indoor Recreation / Community Facility	2033–2046+	~$10.0M planning concept	Parks/Comprehensive/HMP overlap
P15	Pocket Parks & Trail Nodes	2033–2046	~$250,000	Parks/Comprehensive Plans
P16	Park Green Infrastructure & Tree Canopy	2029–2046	~$250,000	Parks/Comprehensive Plans
P17	Waterfront Park Maintenance Storage Replacement	2027–2032	~$250,000	Parks Plan; wildfire recovery relationship

PUBLIC BUILDINGS AND FACILITIES PROJECTS

ID	Standardized Project	Horizon	Planning Cost	Funding / Relationship
F01	City Hall HVAC Modernization	2027–2032	~$1.0M	Legislative/facility planning
F02	City Hall Window & Door Replacement	2027–2032	~$200,000	Facility planning
F03	City Hall Roof Replacement / Rehabilitation	2027–2032	~$200,000	Facility assessment
F04	City Hall ADA & Code Modernization	2027–2032	~$150,000	Facility/Comprehensive Plan
F05	City Hall Annex Exterior Rehabilitation	2027–2032	$75,000	Facility assessment
F06	Library Exterior Repainting	2027–2032	~$30,000	Facility assessment
F07	Library ADA Access / Egress / Sidewalk Improvements	2027–2032	~$50,000	Facility assessment
F08	Library Parking Lot Rehabilitation	2027–2032	~$140,000	Facility assessment
F09	Library Lighting & Electrical Modernization	2027–2032	~$100,000	Facility assessment
F10	Library Fire Alarm Modernization	2027–2032	~$75,000	Facility assessment
F11	Historic Train Depot Rehabilitation / Feasibility	2027–2046	~$350,000	Comprehensive/facility planning
F12	Public Works Storage Expansion	2027–2032	~$250,000	Facility/work-plan need
F13	Auditorium Commercial Kitchen	2027–2028	~$305,000	Active CIP/ARPA
F14	Waterfront Park Permanent Stage	2027–2032	~$100,000 working budget	CIP; on hold
F15	Community Center / Emergency Shelter	2029–2046	~$6.1M	Comprehensive/HMP/CDBG-DR concept
F16	Temporary Housing / RV Infrastructure	Timing NI	~$4.8M	Disaster-recovery concept

PUBLIC WORKS PROJECTS

ID	Standardized Project	Horizon	Planning Cost	Funding / Relationship
W01	Third Municipal Well / Alternative Water Source	2029–2032	~$8.5M	Comprehensive/utility planning
W02	Water Storage & Firm-Capacity Reliability Improvements	2029–2046	~$3.0M	Comprehensive/utility planning
W03	Well Pump & Telemetry Modernization	2027–2032/LR	~$350,000	Utility planning
W04	Water Distribution Main Renewal Program	Lifecycle	~$2.0M	Utility/rate planning
W05	Fixed-Base Water Meter Reading System	2027–2028	~$110,000	CIP concept
W06	Reclaimed-Water “Purple Pipe” to Parks & Schools	2027–2032	~$1.0M	Utility/parks concept
W07	West Shore / Silver Lake Water Extension	2029–2046	~$12.5M	Comprehensive/disaster-recovery planning
W08	Water Intertie / District Consolidation	2033–2046	~$3.5M	Comprehensive/utility planning
WW01	Wastewater Collection Expansion Engineering	2027–2028	~$300,000	Grant/local match
WW02	West Shore / Silver Lake Sewer Extension	2029–2046	~$10.5M	Comprehensive/CDBG-DR relationship
WW03	WWTP UV Disinfection Upgrade	2027–2028	~$450,000	Commerce/local utility
WW04	WWTP PLC / SCADA Upgrade	2027–2028	~$150,000	CIP/utility
WW05	WWTP Storage Building & Equipment Garage	2027–2032	~$250,000	Grant/reserve concept
WW06	WWTP Pump, Mixer & Blower Replacement Program	Lifecycle	Included in schedule	Utility reserves/rates
WW07	WWTP Analyzer & Laboratory Instrument Replacement	Lifecycle	Included in schedule	Utility reserves/rates
WW08	Wastewater Vehicle & Major Equipment Replacement	Lifecycle	Included/partially included in schedule	Utility reserves/rates
SW01	Medical Lake Stormwater Mitigation Project	2027–2028	~$1.444M	$970K Commerce + federal/local funding strategy
SW02	Stormwater Utility / Rate / Asset-Management Program	2027–2032	~$100,000	Utility planning
SW03	Wastewater Infiltration & Inflow Reduction Program	2027–2046	~$1.0M	Utility planning
SW04	No Name Ditch PFAS Interim Mitigation	Timing NI	~$1.5M	Legislative/environmental strategy
E01	Citywide Shoreline Stabilization & Restoration Program	2029–2046	NI	Comprehensive/Parks/environmental planning
E02	City-Owned Wetlands & Natural Property Stewardship Improvements	2029–2046	NI	Comprehensive/environmental planning

ECONOMIC DEVELOPMENT AND PLACEMAKING

ID	Standardized Project	Horizon	Planning Cost	Funding / Relationship
ED01	Wayfinding and Gateway Signage Update	2029–2046	~$100,000	Comprehensive/Transportation Plans
ED02	Downtown Streetscape & Public-Realm Improvements	2029–2046	~$100,000	Comprehensive/Transportation Plans
ED03	Public Art, History & Interpretive Signage Program	2029–2046	~$100,000	Comprehensive/Parks planning

Appendix A

FACILITY CONDITION REPORT TEMPLATE AND EXAMPLE

FACILITY INFORMATION	
Building Name:	
Address:	
Year Constructed/Renovated:	
Current Replacement Value:	
Percent Utilization:	
Site Area (gross acres):	
Building Area (gross sqaure feet):	
Number of Buildings:	
Number of Floors:	
Parking Type and Number of Spaces:	
Building Envelope Construction Materials:	
Structural Systems:	
HVAC Systems:	
Roof Type & Warranty Expiration Date	
Dates of Visit:	
On-Site Point of Contact:	
Assessment and Report Prepared By:	
Reviewed By:	

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LIST OF DEFICIENCIES

Building Component	Priority of Deficiencies					Deficiencies/Recommendations
	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	
Site Conditions						
Building Envelope						
Roof System						
Structural System						
Interior Components						
Mechanical and HVAC Systems						
Electrical Systems						
Plumbing Systems						
Utilities						
Fire and Life Safety:						
ADA and Code Compliance						

Priority 1	Immediate: Items in this category require immediate action to correct deficiencies. Must be done by the end of this calendar year.
Priority 2	Year One: Items in this category, if not corrected expeditiously, will become critical within a year. A correction action plan is required.
Priority 3	Year Two - Five: Items in this category include conditions requiring routine monitoring and near-term planning and preparation.
Priority 4	Year Six - Nine: Items in this category represent out-year improvements that require monitoring.
Priority 5	Year Ten+: Items in this category represent anticipated replacements or improvements due to the end of useful life. Periodic monitoring required.

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Appendix B

CAPITAL PROJECT REPORT INSTRUCTIONS AND EXAMPLE

PROJECT TYPE
The Capital Improvement Plan is inclusive of transportation facilities, public works, parks and public facilities, and public safety. Highlight the appropriate project type.

PRIORITY
Projects can be necessary due to posing a risk to health and safety, the role they play in providing critical infrastructure, and the cost of maintenance related to expiring life cycles. Other projects are merely worthwhile community investments. Highlight all relevant priority categories.

PROJECT ELEMENTS
Projects can be approached incrementally based on phases of completion. Many include pre-design, engineering and design, right-of-way acquisition, and construction. Project funding can also be approached in an incremental fashion, which is helpful in seeking outside funds. Highlight which project elements are included in the proposed project for the fiscal year funding is needed.

CITY GOALS
The City has many planning documents (Strategic Plan, Comprehensive Plan, etc.) that help identify service priorities and community goals. Additionally, state and federal investment strategies are based on clearly stated criteria. Every proposed project should be evaluated based on these goals, priorities, and funding criteria.

PROJECT INFORMATION
Identify a project name, point of contact, cost, useful life, and operational impact. Good data drives good decisions, so do your homework. The operational impact could provide increased efficiencies that will pay for the project over time, or it may increase operational costs and the budget will need to reflect those impacts.

DESCRIPTION
Provide a concise narrative description for context. Include what needs to be done, why it needs to be done, and any specific details related to the intent behind and the importance of delivering the project.

JUSTIFICATION
Provide a concise narrative description for context. Include what needs to be done, why it needs to be done, and any specific details related to the intent behind and the importance of delivering the project.

PUBLIC BENEFIT
Connect the outcomes of the proposed project to how (and to what extent) it will benefit the public.

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CAPITAL IMPROVEMENT PROJECT

PF-301-1-25

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☑ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☑ Risk to Health & Safety
- ☑ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☑ Construction

PROJECT FUNDING

- ☑ Capital Reserves (12.5%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☑ Grant Funds (87.5%)
- ☑ Legislative Appropriation

CITY GOALS

Strategic Plan

Comprehensive Plan

Shoreline Management Plan

PROJECT INFORMATION

Project Name: City Hall Backup Generator & Switchgear

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: $100,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the continuity of government during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

City Hall is not connected to a backup generator for contingency operations. The purchase and installation of a 125kw generator and switchgear will enable continuity of operations and services amidst emergency power outages.

JUSTIFICATION

City Hall is the primary hub of communication for elected leadership, staff, and the citizens. This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain emergency communication and meet the functional needs of the community and provide a limited shelter during emergencies.

PUBLIC BENEFIT

City Hall would remain open and operational in the event of emergencies providing sanctuary to citizens and critical communication to partner agencies.

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

To: City Council

From: Sonny Weathers, City Administrator

TOPIC: WSDOT Maintenance Agreement for Lefevre St./SR 902

Requested Action:
Discuss and consider approval of Resolution No. 26-847, authorizing draft Maintenance Agreement GMB 1156 with the Washington State Department of Transportation for improvements associated with the Lefevre Street (SR 902) Restriping Project.

Key Points:
- Resolution No. 26-847 would authorize draft Maintenance Agreement GMB 1156 in support of the Lefevre Street Restriping Project, including updated striping, bicycle lanes, re-channelization, and signage along SR 902 between 5th Street and Campbell Street.
- Under the draft agreement, the City's responsibilities are limited to the assets specifically assigned to the City in Exhibit A. The draft does not require the City to reconstruct, rehabilitate, or replace WSDOT pavement, structural roadway components, or other state-owned assets without a separate agreement approved by the City Council.
- WSDOT would remain responsible for maintaining and preserving centerline striping, center-turn-lane arrows, and crosswalk markings.
- The draft agreement would take effect upon execution and remain in effect until both parties agree in writing to terminate it.
- Future improvements affecting the other party would require prior approval and may require a separate agreement or amendment.

Background Discussion:
The City is developing the Lefevre Street Restriping Project to improve lane organization, bicycle access, signage, and roadway markings along SR 902 between 5th Street and Campbell Street. Because Lefevre Street is part of the state highway system, the City and WSDOT must clearly assign responsibility for maintaining and preserving project improvements.

Draft Maintenance Agreement GMB 1156 establishes those responsibilities and provides procedures for coordination, emergency repairs, third-party damage, reimbursement, and dispute resolution. Resolution No. 26-847 is presented for City Council discussion and consideration of approval to authorize the draft agreement. The draft limits the City's obligations to the assets expressly identified as City responsibilities in Exhibit A and preserves WSDOT's responsibility for state-owned roadway assets.

Public Involvement:
The maintenance agreement is an administrative agreement between the City and WSDOT and does not establish a separate public participation process. Public notice and an opportunity for comment are provided through the City Council's discussion and consideration of Resolution No. 26-847 at a public meeting. Any additional public engagement associated with the broader Lefevre Street Restriping Project will occur through the applicable planning, design, and implementation processes.

Next Steps:
If approved, Resolution No. 26-847 will authorize draft Maintenance Agreement GMB 1156 for execution and implementation in coordination with WSDOT. If the City Council requests revisions, staff will incorporate the Council's direction and return the item for further consideration as needed.

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-847

A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Medical Lake ("City") is developing a project to implement transportation and pavement-marking improvements along Lefevre Street (SR 902) in the City; and

WHEREAS, the Washington State Department of Transportation ("WSDOT") and the City seek to establish each party's respective responsibilities for the maintenance of the project and any improvements, as set forth in Exhibit A, and

WHEREAS, the City and WSDOT have set forth the terms and conditions for such maintenance in the agreement contained in Exhibit B; and

WHEREAS, City Staff recommends the City Council approve the agreement with WSDOT.

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

Section 1. Approval of Agreement. The City Council hereby approves the agreement in the form attached to this Resolution as Exhibit "B", along with the identification of the project in Exhibit A, which are by this reference incorporated herein.

Section 2. Authorization. The Mayor is authorized and directed to execute the agreement with WSDOT on behalf of the City. The Mayor and City Administrator are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the agreement authorized hereby.

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 17th day of November 2026.

_____
Mayor, Terri Cooper

Attest:

_____
Koss Ronholt, City Clerk

Approved as to Form:

_____
City Attorney, Sean P. Boutz

GMB 1156
Maintenance of WSDOT Facilities
in the City of Medical Lake, Lefevre St (SR 902)

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Medical Lake, hereinafter the "City", individually the "Party", and collectively the "Parties."

RECITALS

A. The City is developing a project to reconstruct Lefevre Street (SR 902) updating striping, adding bike lanes, rechannelizing, and signage from Idaho Rd to Brooks Rd, hereinafter referred to as the "Project."

B. The Project will be fully within City of Medical Lake city limits.

C. The Parties desire to have a common, consistent, and clear understanding as to which elements of the corridor are to be maintained and preserved by each Party.

NOW THEREFORE, pursuant to RCW 47.28.140 and RCW 47.24 and the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits which are incorporated and made a part hereof, it Is Mutually Agreed as Follows:

1. COOPERATION

1.1 The Parties agree to work cooperatively to ensure that the right of way and any improvements are maintained so as to function as designed. The Parties shall meet on an as needed basis to discuss their respective maintenance obligations, the functioning of the improvements, and this Agreement.

2. PURPOSE

2.1 The purpose of this Agreement is to establish each Party's respective responsibilities for the maintenance of the subject property and any improvements.

2.2 Except as specifically set forth herein, as between City and WSDOT only, nothing in this Agreement is intended to depart from, or supersede, RCW 47.52.090 and the current *City Streets as Part of State Highways Guidelines.*

3. PERIOD OF PERFORMANCE

3.1 This Agreement shall commence upon execution and shall remain in effect unless and until terminated by one or both Parties as set forth herein.

4. TERMINATION

4.1 This Agreement may be terminated, without penalty or further liability as follows:

4.1.1 Termination for Convenience

This Agreement may be terminated for convenience by either Party at any time. The notice of intent to terminate for convenience shall be issued by a Party in writing no less than thirty (30) working days in advance of termination. The Party terminating for convenience shall not be liable to the other Party for any direct, indirect, or consequential damages arising solely from termination of this Agreement.

4.1.2 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

4.1.3 Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days or other appropriate time period in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

4.1.4 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than seven (7) calendar days or other appropriate time period in advance of termination.

4.2 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the City agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

4.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. CITY MAINTENANCE RESPONSIBILITIES

5.1 The City, at its sole cost and expense, shall preserve and maintain the features constructed by the Project as set forth in this Agreement and as Shown on Exhibit A. Maintenance and preservation of all features included in this Agreement shall hereinafter be referred to as "Work." The Work does not include any obligation to reconstruct or to make additions to the Project. Any reconstruction or additional construction shall be negotiated in a separate agreement.

5.2 Definitions.

5.2.1 "Preservation" means the rehabilitation or replacement at the end of an element's useful lifespan, after deterioration or damage, when the element can no longer be cost-effectively repaired or maintained.

5.2.2 "Maintenance" means routine preventative service and repair of an element of the limited access facility.

5.3 The City agrees to maintain and preserve at City's expense the cross-street elements upon SR 902 within City limits as shown on Exhibit A.

5.4 In the operation and maintenance of their respective improvements, City will comply with all applicable federal, state and local laws, rules, and regulations, and all permits issued with respect thereto, as they currently exist or as amended.

5.5 The City shall perform all Work in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto, or to the local agency standard if applicable (site specific manual).

5.6 The City shall not perform any Work required under this Agreement in such a manner as to conflict with, impede or disrupt in any way WSDOT highway operation, construction, or maintenance, or interfere with or endanger the safety of the traveling public or pedestrians. The City shall conduct all traffic control required for the Work in a manner consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and/or the WSDOT's Work Zone Traffic Control Guidance M54-44.

5.7 After initial construction by the City, maintenance and preservation responsibilities for Lefevre St are limited to those assets expressly identified as City responsibilities in Exhibit A. Nothing in this Agreement obligates the City to reconstruct, rehabilitate, or replace WSDOT roadway pavement, structural roadway components, or other state-owned assets unless authorized through a separate written agreement approved by the City's governing body.

6. WSDOT MAINTENANCE

6.1 WSDOT shall be responsible for maintenance and preservation of centerline striping, center lane turn arrows, and crosswalk markings.

6.2 In the operation and maintenance of their respective improvements, WSDOT will comply with all applicable federal, state and local laws, rules, and regulations, and all permits issued with respect thereto, as they currently exist or as amended.

7. EMERGENCY MAINTENANCE OR REPAIR

7.1 Should a Party determine that any work that is the responsibility of the other Party presents an immediate danger to the public or to the real property, facility, or operations, the Party will notify the responsible Party in writing with email being acceptable, and request that the responsible Party immediately address the emergency maintenance or repair problem, within one (1) working day of notification.

7.2 In the event that the responsible Party does not or cannot immediately perform the emergency maintenance or repair, the Party providing notice may perform the emergency maintenance or repair at the expense of the responsible Party.

7.3 The responsible Party shall be responsible for the actual direct and related indirect costs of the emergency maintenance or repair work. Reimbursement of the cost of the work shall be made in accordance with invoice and payment procedures set forth below.

8. FAILURE TO PERFORM MAINTENANCE AND EMERGENCY MAINTENANCE

8.1 WSDOT reserves the right to perform the Work required of the City on those segments of the Project that lie within WSDOT owned access to the extent necessary for the safe operation and maintenance of the highway, should the City fail to perform the Work pursuant to this Agreement.

8.1.1 If the City fails to perform the Work required under this Agreement, WSDOT will notify the City, in writing with email being acceptable, of the Work that must be completed, and the City shall perform the Work within thirty (30) calendar days. If the City does not perform the identified Work, WSDOT reserves the right to perform the Work in accordance with minimum WSDOT highway standards set forth in this Agreement.

8.1.2 In the event WSDOT is required to perform any of the Work required to be performed by the City, the City shall reimburse WSDOT for its actual direct and related indirect costs for all

Work performed on behalf of the City within thirty (30) days of the date of the invoice from WSDOT (the "Due Date"). In the event the City fails to make payment by the Due Date, the City will pay WSDOT interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment. Interest will not accrue if payment was pursued through good-faith efforts, or during a dispute resolution process between Parties.

If the City objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the City shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice the City is determined not to owe following settlement between the Parties or completion of dispute resolution process.

9. RIGHT OF ENTRY

9.1 Each Party hereby grants to the other Party a right of entry upon the real property for which the Party holds fee title as may be necessary to perform the Work required under this Agreement.

9.2 The granting of the right of entry pursuant to this Agreement does not relieve the Party exercising the right of entry from obtaining all permits required to perform the Work required under this Agreement.

10. FUTURE IMPROVEMENTS

10.1 A Party shall not make any alterations, additions, or improvements to the property that may affect the other Party without first obtaining the other Party's approval, which approval shall not be unreasonably withheld. Alterations and improvements shall be the subject of a subsequent agreement, or amendment which must be executed prior to commencing work.

10.2 The cost and expense of any such alteration, addition, or improvement consented to by the other Party, including construction, maintenance, and removal, shall be borne by the Party(ies) benefiting from the improvements, in proportion to the benefit received by each Party.

10.3 It shall be the responsibility of the Party making the alteration to secure any and all governmental permits required in connection with any such work, and to perform such work in accordance with governing laws and procedures.

10.4 In addition, any Party constructing such an improvement shall work with the other Party to minimize any adverse impacts of construction to the other Party.

11. THIRD PARTY DAMAGE

11.1 Each Party shall be responsible for third-party damage to its assets assigned to that Party under Exhibit A. The City shall not be responsible for damage to WSDOT-owned assets located within City limits. Nothing in this section prevents either Party from performing emergency work necessary to protect public safety, subject to the notice and reimbursement provisions of this Agreement.

11.2 If WSDOT has information concerning third-party damages, it shall provide the information to the City as soon as practicable after receipt of request for records.

12. ADMINISTRATION AND NOTICES

12.1 The Point of Contact (POC) identified for each Party shall be responsible for administering this Agreement.

POC for WSDOT:
Area 1 Maintenance Administration
12223 N Division St
Spokane, WA 99218
O: (509) 324-6591

POC for City of Medical Lake
Public Works Director
124 S. Lefevre St.
Medical Lake, WA 99022
O: (509)299-7715

12.2 Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, email being acceptable, addressed to the applicable Party's designated POC as set forth herein.

12.3. The name and contact information of a POC may be updated by a Party in writing to the other Party. A change in the name and/or contact information of a POC shall not be considered an amendment to this Agreement.

13. ASSIGNMENT AND SUBCONTRACT

Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate, or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective responsibilities, or parts thereof, without the prior written consent of the other Party to this Agreement, which approval shall not be unreasonably withheld.

14. LEGAL RELATIONS

14.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

14.2 The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

15. INDEMNIFICATION

15.1 Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

15.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose, only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any

immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

15.3 This indemnification and waiver will survive the termination of this Agreement.

16. DISPUTE RESOLUTION

The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The POC, as designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The POCs shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The POCs shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's POC shall notify the other Party in writing of any dispute or issue that the POC believes may require formal resolution contained herein. The POCs shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the POCs cannot resolve the dispute or issue, the City, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. In the event the City and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

17. RECORDS AND AUDIT

All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

18. GENERAL

18.1 Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.

18.2 Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

18.3 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

18.4 Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

18.5 All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

18.6 Venue. Venue of any action brought under this Agreement involving WSDOT shall be in Superior Court for Thurston County, State of Washington.

18.7 Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

18.8 Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

18.9 Counterparts and Electronic Signature. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures. Each Party intends to be bound by its electronic or "PDF" signature and is aware that the other Parties are relying on its electronic or "PDF" signature.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

City	**Washington State Department of Transportation**
By:	By:
Printed:	Printed:
Title:	Title: Regional Administrator
Date:	Date:
Approved as to Form for City	**Approved as to Form for Washington State Department of Transportation**
By:	By:
Printed:	Printed:
Title:	Title:

Date:	Date:

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

To: City Council

From: Sonny Weathers, City Administrator

TOPIC: ILA with City of Spokane for Disposal of Solid Waste

Requested Action:
Discuss and consider approval of the amended and restated Interlocal Agreement between the City of Medical Lake and the City of Spokane for disposal of municipal solid waste at Spokane's Waste to Energy Facility. The agreement would extend the existing terms through December 31, 2026, and establish updated disposal terms beginning January 1, 2027.

Key Points:
- Continues Medical Lake's use of Spokane's Waste to Energy Facility for disposal of acceptable municipal solid waste collected by the City or its authorized collection service provider.
- Maintains the existing disposal rate and agreement terms through December 31, 2026.
- Establishes disposal rates of $104 per ton in 2027 and $111 per ton in 2028. Beginning in 2029, the rate would be adjusted annually using the specified regional Consumer Price Index methodology, with no downward adjustment if the index decreases.
- Runs through December 31, 2031, with the option for one additional five-year renewal by mutual written agreement. Either party may terminate for material breach or, subject to the agreement's timing restriction, without cause upon 180 days' written notice.
- Allows eligible Medical Lake residents to self-haul waste under Spokane's current public rules, gate rates, transaction fees, and minimum charges.
- Provides procedures for billing, records, unacceptable waste, regulatory cost changes, dispute resolution, liability, and insurance. Any additional regulatory-cost rate adjustment would require supporting information, good-faith consultation, and a written amendment approved by both parties.

Background Discussion:
Medical Lake and Spokane have maintained an interlocal solid-waste disposal relationship under prior agreements and extensions. The current extension is scheduled to expire November 16, 2026. The proposed amended and restated agreement would continue the existing arrangement through the end of 2026 and replace the prior agreement beginning January 1, 2027.

The agreement provides continued access to Spokane's Waste to Energy Facility while establishing predictable transition rates for 2027 and 2028 and an annual CPI-based adjustment process beginning in 2029. It also preserves Spokane's authority to inspect or reject unacceptable waste and assigns Medical Lake responsibility for applicable disposal charges and costs arising from prohibited or non-processible waste delivered by the City or its authorized service provider.

Public Involvement:
Approval of the agreement will be considered by the City Council at a public meeting conducted in accordance with applicable public-meeting requirements. The agreement affects the City's cost of solid-waste disposal; any resulting changes to customer rates or charges would be addressed separately through the City's applicable public rate-setting and budget processes..

Next Steps:
If approved, staff will coordinate execution with the City of Spokane and complete the required filing or public-availability process. Staff will also confirm billing arrangements, provide any required insurance documentation, coordinate compliance with the City's authorized collection service provider, and incorporate the 2027 disposal rate into solid-waste financial planning.

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-848

A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE CITY OF MEDICAL LAKE FOR THE DISPOSAL OF SOLID WASTE

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for joint or cooperative governmental action; and

WHEREAS, the City of Spokane owns and operates the Waste to Energy Facility located at 2900 S. Geiger Boulevard in Spokane, Washington, for the processing and disposal of municipal solid waste; and

WHEREAS, the City of Medical Lake and the City of Spokane have maintained an interlocal relationship for the disposal of solid waste under prior agreements and extensions, including City Clerk's No. OPR 2014-0727; and

WHEREAS, the current extension of the parties' existing agreement is scheduled to expire on November 16, 2026, and the parties desire to extend the existing terms and disposal rate through December 31, 2026; and

WHEREAS, the parties have negotiated an Amended and Restated Interlocal Agreement establishing the terms under which solid waste collected by the City of Medical Lake, or by its authorized solid waste collection service provider, may be delivered to the City of Spokane's Waste to Energy Facility beginning January 1, 2027; and

WHEREAS, the Agreement will continue through December 31, 2031, unless earlier terminated in accordance with its provisions, and may be renewed for one additional five-year term by mutual written agreement and approval of the parties; and

WHEREAS, the City Council finds that entering into the Agreement will provide for the continued, reliable, and lawful disposal of the City's municipal solid waste and is in the best interests of the City and its residents;

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

Section 1. Approval. The City Council hereby approves the Amended and Restated Interlocal Agreement Between the City of Medical Lake and the City of Spokane for Disposal of Solid Waste, substantially in the form attached to this Resolution as Exhibit A and incorporated herein by this reference.

Section 2. Authorization. The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit "A". The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such

further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

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

Section 4. Effective Date. This Resolution shall be effective immediately upon passage by the City of Medical Lake City Council.

ADOPTED this 17th day of November 2026.

_____

Terri Cooper, Mayor

Attest:

_____

Koss Ronholt, City Clerk

Approved as to Form:

_____

Sean P. Boutz, City Attorney

City Clerk's No. OPR 2014-0727
Cross Reference: OPR 1989-0727

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF MEDICAL LAKE AND THE CITY OF SPOKANE FOR DISPOSAL OF SOLID WASTE

This AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SPOKANE, a Washington municipal corporation ("Spokane"), and the CITY OF MEDICAL LAKE, a Washington municipal corporation ("Medical Lake"). Spokane and Medical Lake are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, Spokane owns and operates the Waste to Energy Facility located at 2900 S. Geiger Boulevard, Spokane, Washington, for the processing and disposal of municipal solid waste; and

WHEREAS, Spokane and Medical Lake have maintained an interlocal disposal relationship under prior agreements and extensions, including City Clerk's No. OPR 2014-0727, with the current extension scheduled to expire November 16, 2026 (“Existing ILDA”); and

WHEREAS, the Parties desire to extend the Existing ILDA through December 31, 2026, with the existing disposal rate and other terms remaining in effect through that date; and

WHEREAS, Medical Lake desires to continue delivering municipal solid waste collected by Medical Lake or its authorized solid waste collection service provider to Spokane's Waste to Energy Facility, and Spokane desires to continue accepting such waste subject to the terms of this Agreement; and

WHEREAS, the Parties intend this Agreement to supersede and replace the Existing ILDA and all amendments, extensions, renewals, or addenda; and

WHEREAS, the Parties have agreed to directly negotiate disposal rates for 2027 and 2028, followed by annual CPI-based adjustments beginning in 2029.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

SECTION 1. PURPOSE.

A. Upon execution of this Agreement, the Parties agree to extend all terms and conditions of the Existing ILDA, including City Clerk's No. OPR 2014-0727, and all amendments, extensions, renewals, or addenda thereto through 11:59 p.m. on December 31, 2026. During this extension period, the existing disposal rate and all other terms and conditions of the Existing ILDA shall remain in full force and effect. At 12:00 a.m. on January 1, 2027, this Agreement shall commence and replace the Existing ILDA.
B. This Agreement establishes the terms and conditions under which solid waste collected by Medical Lake, or by an authorized solid waste collection service provider acting on Medical Lake's behalf, may be delivered to Spokane's Waste to Energy Facility for disposal.
C. This Agreement also establishes the treatment of eligible residential self-haul loads originating within Medical Lake and the methodology for adjusting the Medical Lake Disposal Rate.

SECTION 2. DEFINITIONS.

A**.** "Acceptable Waste" means municipal solid waste that Spokane is authorized and operationally able to receive and process at the WTE under applicable permits, laws, regulations, and facility operating requirements.
B. "Medical Lake" means the City of Medical Lake and, solely for delivery of waste under this Agreement, any solid waste collection service provider authorized by Medical Lake.
C. "Medical Lake Disposal Rate" means the per-ton disposal rate charged for Acceptable Waste delivered by Medical Lake-owned or operated collection vehicles or by an authorized collection service provider acting on Medical Lake's behalf, and is distinct from the Gate Rate, below.

D. "Gate Rate" means Spokane's then-current publicly established disposal rate applicable to the type of material delivered to the WTE by Self-Haul customers, defined below.
E. "Hazardous Waste" means dangerous, extremely hazardous, or otherwise regulated waste that Spokane is not authorized to accept as ordinary municipal solid waste.
F. "Non-processible Waste" means waste that Spokane determines cannot be safely or reasonably processed at the WTE under its permits, operating practices, or facility limitations.
G. "Self-Haul" means solid waste delivered directly by members of the public in privately owned or operated vehicles rather than by Medical Lake or Medical Lake's authorized collection service provider.
H. "Solid Waste" means municipal solid waste and other nonhazardous solid waste accepted by Spokane at the WTE, excluding Hazardous Waste and Non-processible Waste unless separately approved by Spokane.
I. "WTE" or "Waste to Energy Facility" means Spokane's solid waste facility located at 2900 S. Geiger Boulevard, Spokane, Washington, including the solid waste processing and disposal operations serving the general public.

SECTION 3. DURATION AND TERMINATION.

A. This Agreement shall commence upon signature of all Parties and shall continue through 11:59 p.m. on December 31, 2031, unless earlier terminated in accordance with this Section.
B. **Renewal.** Upon mutual written agreement of the Parties and approval and execution in accordance with applicable law, this Agreement may be renewed for one (1) additional five-year term. Any renewal must be executed prior to expiration of the then-current term. There is no automatic renewal or extension.
C. Either Party may terminate this Agreement for material breach if the breaching Party fails to cure the breach within thirty (30) days after written notice, or within such longer period as the Parties agree is reasonably necessary to cure.

D. Either Party may terminate this Agreement without cause upon one hundred eighty (180) days' written notice; provided, however, that a termination for convenience shall not become effective before July 1, 2029, unless the Parties mutually agree otherwise in writing.

SECTION 4. DISPOSAL SERVICES.

A. Medical Lake may deliver Acceptable Waste to the WTE using Medical Lake-owned or operated solid waste collection vehicles or an authorized solid waste collection service provider. Once accepted and delivered to the WTE, Spokane shall be responsible for management and processing of the waste in accordance with applicable law and facility requirements.

B. Spokane may inspect, reject, redirect, or require special handling of any load that Spokane reasonably determines contains Hazardous Waste, Non-processible Waste, prohibited material, or material that presents an operational, safety, environmental, or permit concern.

C. **Costs of Unacceptable Waste.** In addition to the Medical Lake Disposal Rate, Medical Lake shall be responsible for reasonable costs incurred by Spokane resulting from prohibited or Non-processible Waste delivered by Medical Lake or its authorized service provider, including costs associated with inspection, testing, special handling, redirection, removal, cleanup, remediation, regulatory response, and disposal.

D. Spokane shall use reasonable efforts to maintain the WTE in good operating condition and to provide disposal capacity for Medical Lake's ordinary municipal solid waste. Nothing in this Agreement guarantees uninterrupted operation during emergencies, outages, force majeure events, permit restrictions, or conditions beyond Spokane's reasonable control.

If Spokane becomes unable to accept Medical Lake waste, Spokane shall provide Medical Lake and its authorized collection service provider notice as soon as reasonably practicable, including available information regarding the expected duration of the interruption. Spokane shall notify them when normal service may resume. The Parties shall coordinate in good faith regarding reasonably available alternative disposal options. Nothing in this subsection requires Spokane to guarantee uninterrupted service or the availability, capacity, rates, or costs of an alternative disposal option.

E. Eligible residential Self-Haul loads originating within Medical Lake may use the WTE subject to Spokane's then-current public acceptance rules, hours, minimum charges, transaction fees, and Gate Rates. Access to household hazardous waste, recycling, yard-waste, or other auxiliary services shall be governed by Spokane's then-current eligibility requirements and operating policies.

F. Medical Lake’s use of an authorized solid waste collection service provider shall not relieve Medical Lake of its obligations under this Agreement. Medical Lake shall ensure that each authorized service provider complies with applicable WTE operating, safety, waste-acceptance, and insurance requirements. Medical Lake shall remain responsible for all rates, fees, charges, and other costs incurred by its authorized service provider under this Agreement.

SECTION 5. DISPOSAL RATE, RATE ADJUSTMENTS, BILLING, AND PAYMENT.

A. **Medical Lake Disposal Rate**. The Medical Lake Disposal Rate for Acceptable Waste delivered under this Agreement shall be established as follows:

Effective Period	**Medical Lake Disposal Rate**	**Rate Treatment**
Jan. 1-Dec. 31, 2027	$104.00 per ton	Negotiated transition rate
Jan. 1-Dec. 31, 2028	$111.00 per ton	Negotiated transition rate

Jan. 1, 2029, and each Jan. 1 thereafter	CPI-adjusted	Annual adjustment under Section 5.C

B. **Self-Haul Rate**. Self-Haul customers shall pay Spokane's then-current applicable Gate Rate and any applicable public transaction fee or minimum charge at the time of delivery.

C. **CPI Adjustment**: **Beginning in 2029**. Beginning January 1, 2029, and on each January 1 thereafter during the term, Spokane shall adjust the then-current Medical Lake Disposal Rate to reflect the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, West - Size Class B/C, Consumer Price Index for All Urban Consumers (CPI-U), All Items. The adjustment factor shall be calculated by dividing the October index for the just-completed year by the October index for the preceding year. If the index decreases, no rate decrease shall occur. The adjusted rate shall be rounded to the nearest cent per ton.

Illustrative Example. For methodology only, if the applicable CPI increases by 3.00% from the preceding October, the Medical Lake Disposal Rate effective January 1, 2029, would be calculated as follows: $111.00 x 1.0300 = $114.33 per ton. The actual adjustment shall be based on the applicable CPI indices identified above.

D. **Notice of CPI Adjustment.** Spokane shall provide Medical Lake written notice of each annual CPI adjustment as soon as reasonably practicable after publication of the applicable October index and, when practicable, no later than December 1 preceding the January 1 effective date.

E. **Regulatory Cost Reopener**. If Spokane experiences a material new or increased governmental, environmental, or regulatory compliance cost directly attributable to operation of the WTE, including a material cost associated with Washington's Climate Commitment Act or a successor program, Spokane may provide Medical Lake written notice requesting an additional rate adjustment. The notice shall describe the basis for the request and include reasonable supporting information. The Parties shall meet and confer in good faith within thirty (30) days. Any additional adjustment under this subsection must be approved by written amendment to this Agreement.

F. **Taxes and Fees.** The rates stated in this Agreement are disposal rates. Any tax or fee required by law to be separately imposed or stated shall be handled consistent with applicable law and the Parties' then-current billing practice.

G. **Invoicing and Payment**. Spokane shall invoice Medical Lake or its authorized collection service provider for disposal services based on certified scale weights recorded at the WTE. Payment is due within thirty (30) days after the invoice date. Medical Lake shall promptly notify Spokane of any disputed charge and shall timely pay all undisputed amounts.

H. **Billing Questions and Disputes.** The Parties shall work in good faith to resolve billing questions promptly. A dispute concerning an invoice does not excuse timely payment of undisputed amounts.

SECTION 6. AUDIT AND RECORDS.

A. Each Party shall maintain records relating to performance of this Agreement for at least three (3) years after final payment or for any longer period required by applicable law.

B. Upon reasonable notice and during normal business hours, each Party shall provide the other Party reasonable access to records directly related to charges, tonnage, and performance under this Agreement, subject to applicable public records, confidentiality, and retention laws.

C. If a conflict exists between this Section and a mandatory state or federal audit requirement, the mandatory requirement controls.

SECTION 7. LIABILITY AND INDEMNIFICATION.

A. Each Party shall be responsible for the acts and omissions of its own officers, officials, employees, agents, and contractors in performing this Agreement, subject to applicable law. Medical Lake is responsible for the acts and omissions of any service provider is authorizes to deliver waste to the WTE as if it were Medical Lake's own.

B. If a claim, loss, damage, or expense is caused by the concurrent negligence of the Parties, each Party's responsibility shall be limited to its proportionate share of fault.

C. Each Party shall indemnify and hold harmless the other Party and its officers, officials, employees, agents, and contractors from all costs, claims, judgments, awards of damages, and reasonable defense costs to the extent caused by the negligent acts or omissions of the indemnifying Party or its officers, officials, employees, agents, and contractors acting within the scope of their employment in connection with this Agreement. The indemnifying Party's obligation as to defense costs is limited to reimbursement of reasonable costs actually incurred by the indemnified Party and does not create a duty to defend.

D. Except as provided in Subsection C, nothing in this Agreement creates liability beyond that imposed by applicable law or waives any defense, immunity, limitation of liability, or other protection available to either Party under applicable law.

E. Each Party shall control the investigation, handling, and defense of claims asserted against it, subject to its applicable insurance, self-insurance, or governmental risk-pool coverage. Neither Party is required to assume the defense of a claim against the other Party, nor may a Party interfere with the other Party's coverage arrangements.

SECTION 8. INSURANCE.

A. A Party's participation in a governmental risk-pool satisfies that Party's insurance requirements under this Section so long as the pool's coverage (i) provides limits not less than those stated below, alone or together with excess coverage, and (ii) covers that Party's indemnity obligations under Section 7. A Party shall provide evidence of coverage on request and 30 days' notice of cancellation, withdrawal, or material reduction in coverage. A Party is not required to name the other as an additional insured under risk-pool coverage. This subsection does not relieve a contracted solid waste collection service provider of the requirements below. During the term of this Agreement, each Party or its contracted solid waste collection service provider shall each maintain in force at its own expense, the following insurance coverage or self-insurance:

i. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance (Stop Gap) Insurance in the amount of $5,000,000;

ii. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. A contracted solid waste collection service provider's policy shall name the other Party as additional insureds, but only with respect to the services contemplated by this Agreement.

iii. **Automobile Liability Insurance** with a combined single limit, or the equivalent, of not less than $5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

iv. **Professional Liability Insurance** with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This coverage must remain in effect for two (2) years after the Agreement is completed.

v. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without providing thirty (30) days written notice from a Party or its insurer(s) to the other Party. Verification of insurance shall be provided upon request. Each Party shall provide reasonable evidence of coverage upon request.

B. Medical Lake shall require any private solid waste collection service provider delivering waste under this Agreement to maintain workers' compensation coverage as required by law and commercial general liability and automobile liability coverage meeting Spokane's then-current risk-management requirements for commercial vehicles accessing the WTE.

SECTION 9. RELATIONSHIP OF THE PARTIES. The Parties are independent governmental entities. Nothing in this Agreement creates a partnership, joint venture, agency, employment relationship, or separate legal or administrative entity. Neither Party has authority to bind the other except as expressly provided in this Agreement.

SECTION 10. MISCELLANEOUS.

A. **Assignment**. Neither Party may assign or delegate this Agreement, in whole or in part, without the prior written consent of the other Party, except that Medical Lake may use an authorized solid waste collection service provider to perform collection and delivery functions consistent with this Agreement.

B. **Notices**. Notices required under this Agreement shall be in writing and delivered personally, by recognized overnight delivery, by certified mail, or by email with confirmation of receipt to the following offices, or to any successor office designated in writing:

If to Medical Lake	**If to Spokane**

City of Medical Lake Attn: Mayor / City Administrator P.O. Box 369 Medical Lake, WA 99022-0369 Copy to: Medical Lake City Attorney	City of Spokane Attn: Solid Waste Director 808 W. Spokane Falls Boulevard Spokane, WA 99201 Copy to: Spokane City Attorney 808 W. Spokane Falls Blvd, Fl. #5 Spokane, WA 99201

C. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any court proceeding arising from this Agreement shall be in Spokane County, Washington, unless otherwise required by law.

D. **Dispute Resolution**. Before initiating litigation, the Parties shall first attempt in good faith to resolve any dispute through a meeting of authorized representatives. If the dispute is not resolved, the Parties may pursue any remedy available at law or in equity.

E. **Attorneys' Fees**. Except as otherwise required by law or ordered by a court, each Party shall bear its own attorneys' fees and costs.

F. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter and supersedes prior agreements, negotiations, understandings, and representations concerning the same subject matter.

G. **Third Parties**. This Agreement is for the benefit of the Parties only and does not create any right or benefit in any third party.

H. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

I. **Amendments**. This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties and approved as required by law.

J. **Counterparts and Electronic Signatures**. This Agreement may be executed in counterparts. Electronic and facsimile signatures shall be treated as original signatures to the extent permitted by law.

K. **Authority**. Each person signing this Agreement represents that the person has authority to execute the Agreement on behalf of the Party identified.

L. **Compliance with Laws**. The Parties shall comply with all federal, state, and local laws and regulations applicable to performance of this Agreement.

SECTION 11. INTERLOCAL COOPERATION ACT PROVISIONS.

A. **Purpose**. The purpose of this Agreement is stated in Section 1.

B. **Duration**. The duration of this Agreement is stated in Section 3.

C. **Separate Entity**. No separate legal or administrative entity is created by this Agreement.

D. **Administrator**. For purposes of RCW 39.34.030, the Spokane Solid Waste Director, or designee, shall serve as administrator of this Agreement. The Medical Lake City Administrator, Mayor, or designee shall serve as Medical Lake's administrative liaison. The administrator may coordinate performance, billing, notices, and operational issues but may not amend this Agreement or bind either Party beyond authority otherwise granted by law or this Agreement.

E. **Financing and Budget**. Each Party shall finance its own obligations under this Agreement. Medical Lake shall pay Spokane the rates and charges established in Section 5. No separate joint budget or joint fund is created.

F. **Property**. No joint acquisition of real or personal property is contemplated. Property acquired, held, or used by a Party in performing this Agreement shall remain the property of that Party. Any jointly acquired property must be authorized by a written amendment specifying ownership, custody, and disposition.

G. **Termination and Property Disposition**. Termination is governed by Section 3. Upon termination, each Party retains its own property, records, funds, and other assets, subject to any outstanding payment, record-retention, or other surviving obligations.

H. **Responsibilities of the Parties**. The responsibilities of the Parties are stated throughout this Agreement, including Sections 4 and 5.

I. **Filing / Public Availability**. Before this Agreement enters into force, it shall be filed with the Spokane County Auditor or listed by subject on a public agency website or other electronically retrievable public source as required by RCW 39.34.040.

J. **Required Governmental Approvals**. This Agreement is subject to approval by the governing bodies of the Parties as required by applicable law. If submission to a state officer or agency is required by RCW 39.34.050, that submission shall occur before the Agreement enters into force.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

THE CITY OF MEDICAL LAKE	**THE CITY OF SPOKANE**
_____	_____
Mayor / Authorized Representative	Mayor / Authorized Representative
Date: _____	Date: _____
ATTEST:	**ATTEST:**
_____	_____
City Clerk	City Clerk
APPROVED AS TO FORM:	**APPROVED AS TO FORM:**
_____	_____
City Attorney / Assistant City Attorney	City Attorney / Assistant City Attorney

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

To: City Council

From: Koss Ronholt, Finance Director

TOPIC: 2027 Revised City Administrator Pay Scale

Requested Action:
Discuss and consider approval of a revised City Administrator pay scale, establishing the existing Step 10 as the new Step 6 and adding Steps 7 through 10 at 3.5% increments between each step.

Key Points:
- Restructures the City Administrator pay scale without changing the value of the existing Step 10, which would become the new Step 6.
- Adds four additional steps, Steps 7 through 10, with a 3.5% differential between each successive step.
- Expands the available salary range to provide greater capacity for long-term compensation progression within the position.
- Approval of the pay scale establishes the compensation range but does not, by itself, determine the City Administrator's actual salary or placement within the scale.
- Any adjustment to actual compensation should be made separately in accordance with Council direction, the City Administrator employment agreement, and the adopted budget.

Background Discussion:
The City Administrator position is the City's chief administrative position and is responsible for coordinating City operations, implementing Council policy, managing organizational priorities, and overseeing delivery of municipal services. The proposed adjustment would expand the existing pay scale by converting the current Step 10 to Step 6 and establishing four additional steps above it. Each new step would increase by 3.5%, providing additional progression within the established compensation structure while preserving Council authority over actual compensation.

Public Involvement:
The proposed pay-scale adjustment will be considered by the City Council during an open public meeting. Members of the public may review the proposed action and provide comment through the City's established public-comment process. The City currently provides opportunities for both written and meeting-based public comment as part of its Council process.

Next Steps:
If approved, staff will update the City Administrator pay scale to reflect the revised 10-step structure and incorporate the adopted schedule into the City's applicable compensation and budget documents. Any subsequent change to the City Administrator's actual compensation or step placement would be addressed separately through appropriate Council action and, where applicable, amendment of the employment agreement.

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-849

A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN ADJUSTMENT TO THE CITY ADMINISTRATOR POSITION PAY SCALE FOR THE 2027 BUDGET

WHEREAS, the City of Medical Lake ("City") held the 2027 Preliminary Budget hearing during the November 3, 2026, regular council meeting, to present the Mayor's preliminary budget and receive public comment on matters related thereto; and

WHEREAS, during the budget review process, the Mayor has proposed an adjustment to the City Administrator's salary to be effective January 1, 2027; and

WHEREAS, the City Council has considered the proposed salary adjustment and desires to incorporate the adjustment into the City's 2027 Budget; and

WHEREAS, changes to the Mayor's preliminary budget may be considered and approved by City Council throughout the budget adoption process, with approved changes incorporated into the final budget ordinance.

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

Section 1. Approval of Change to 2027 Preliminary Budget. The City Council hereby approves an adjustment to the City Administrator pay scale, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. Incorporation into the 2027 Budget. The City Council directs staff to incorporate the approved salary adjustment, including the associated employer-paid benefits and payroll-related costs, into the proposed 2027 Budget for consideration and adoption through the final budget ordinance.

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 17th day of November 2026.

_____
Terri Cooper, Mayor

ATTEST:

_____
Koss Ronholt, City Clerk

APPROVED AS TO FORM

_____
Sean P. Boutz, City Attorney

Non-union Position	NU	Exhibit A
Union Position	U	City Administrator - 2027 Salary Steps
		For Resolution 26-849

2027 Scale (Includes impact of Res. 26-850, if approved)

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
City Administrator	NU	$ 9,266	$ 9,591	$ 9,926	$ 10,274	$ 10,633	$ 11,005	$ 11,391	$ 11,789	$ 12,202	$ 12,629

2026 Scale

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
City Administrator	NU	$ 7,725	$ 7,995	$ 8,275	$ 8,565	$ 8,864	$ 9,175	$ 9,496	$ 9,828	$ 10,172	$ 10,528

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

To: City Council

From: Koss Ronholt, Finance Director

TOPIC: 2027 Pay Scale Adjustment

Requested Action:
Discuss and consider approval of a 1% increase to the City's employee pay scale effective in 2027, as incorporated into the 2027 budget.

Key Points:
- Provides a modest 1% adjustment to the established pay scale for 2027.
- Supports the City's objective of maintaining a competitive and sustainable compensation structure while balancing overall budget constraints.
- Maintains the existing structure and relationships within the pay scale rather than making position-specific adjustments.
- The fiscal impact should be evaluated within the adopted 2027 budget and applicable personnel costs.

Background Discussion:
As part of development of the 2027 budget, staff reviewed personnel costs and the City's compensation structure. The proposed 1% adjustment would increase the established pay scale for 2027 while maintaining its current structure. The proposal is intended to provide a measured compensation adjustment that recognizes workforce considerations while remaining sensitive to the City's overall financial position. The City's broader planning for 2027 has included departmental work plans, capital priorities, and alignment of resources with strategic priorities.

Public Involvement:
The proposed adjustment is being considered as part of the City's public budget and Council decision-making process. Council discussion and action occur in an open public meeting, providing an opportunity for public review and comment.

Next Steps:
If approved, staff will incorporate the 1% adjustment into the 2027 pay scale and applicable personnel costs, implement the revised scale consistent with Council direction, and administer compensation in accordance with City personnel policies and applicable employment agreements.

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-850

A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A COST OF LIVING ADJUSTMENT TO THE CITY'S PAY SCALE FOR THE 2027 BUDGET

WHEREAS, the City of Medical Lake ("City") held the 2027 Preliminary Budget hearing during the November 3, 2026, regular council meeting, to present the Mayor's preliminary budget and receive public comment on matters related thereto; and

WHEREAS, during the budget review process, the Mayor has proposed a cost-of-living ("COLA") adjustment of One Percent (1%) for all pay scale positions, to be effective January 1, 2027; and

WHEREAS, the City Council has considered the proposed COLA adjustment and desires to incorporate the adjustment into the City's 2027 Budget; and

WHEREAS, changes to the Mayor's preliminary budget may be considered and approved by City Council throughout the budget adoption process, with approved changes incorporated into the final budget ordinance.

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

Section 1. Approval of Change to 2027 Preliminary Budget. The City Council hereby approves a 1% cost-of-living adjustment for all positions in the pay scale, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. Incorporation into the 2027 Budget. The City Council directs staff to incorporate the approved cost-of-living adjustment, including the associated employer-paid benefits and payroll-related costs, into the proposed 2027 Budget for consideration and adoption through the final budget ordinance.

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 17th day of November 2026.

_____
Terri Cooper, Mayor

ATTEST:

_____
Koss Ronholt, City Clerk

APPROVED AS TO FORM

_____
Sean P. Boutz, City Attorney

Non-union Position NU

Union Position U

Exhibit A

City of Medical Lake - 2027 Hourly & Steps/Ranges

For Resolution 26-850

2027 Scale (1% COLA)

Position		Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
City Administrator	NU		$ 9,266	$ 9,591	$ 9,926	$10,274	$10,633	$11,005	$11,391	$11,789	$ 12,202	$ 12,629
Finance Director	NU		$ 6,829	$ 7,068	$ 7,316	$ 7,572	$ 7,837	$ 8,111	$ 8,395	$ 8,689	$ 8,993	$ 9,308
Public Works Director	NU		$ 6,829	$ 7,068	$ 7,316	$ 7,572	$ 7,837	$ 8,111	$ 8,395	$ 8,689	$ 8,993	$ 9,308
WWTP Director	NU											
Parks & Rec. Director	NU		$ 5,755	$ 5,956	$ 6,164	$ 6,380	$ 6,604	$ 6,835	$ 7,074	$ 7,321	$ 7,578	$ 7,843
Recreation Assistant	NU	**11**	$ 19.03	$ 19.69	$ 20.38	$ 21.10	$ 21.83	$ 22.60	$ 23.39	$ 24.21	$ 25.05	$ 25.93
Parks Maintenance	NU	**12**	$ 19.49	$ 20.17	$ 20.87	$ 21.60	$ 22.36	$ 23.14	$ 23.95	$ 24.79	$ 25.66	$ 26.56
Recreation Assistant II	NU	**13**	$ 19.97	$ 20.67	$ 21.39	$ 22.14	$ 22.92	$ 23.72	$ 24.55	$ 25.41	$ 26.30	$ 27.22
City Maintenance	U											
Administrative Clerk	U	**19**	$ 23.29	$ 24.11	$ 24.95	$ 25.83	$ 26.73	$ 27.67	$ 28.63	$ 29.64	$ 30.67	$ 31.75
Code Enforcement Officer	U											
Parks Lead	U	**20**	$ 23.79	$ 24.62	$ 25.48	$ 26.38	$ 27.30	$ 28.25	$ 29.24	$ 30.27	$ 31.33	$ 32.42
City Maintenance - Journey	U	**21**	$ 24.36	$ 25.21	$ 26.09	$ 27.00	$ 27.95	$ 28.93	$ 29.94	$ 30.99	$ 32.07	$ 33.19
Collections Specialist	U	**22**	$ 24.98	$ 25.85	$ 26.76	$ 27.70	$ 28.67	$ 29.67	$ 30.71	$ 31.78	$ 32.89	$ 34.05
Treatment Plant Operator I	U	**23**	$ 25.58	$ 26.48	$ 27.40	$ 28.36	$ 29.35	$ 30.38	$ 31.45	$ 32.55	$ 33.69	$ 34.86
Water Operator	U	**24**	$ 26.21	$ 27.12	$ 28.07	$ 29.05	$ 30.07	$ 31.12	$ 32.21	$ 33.34	$ 34.51	$ 35.72
Treatment Plant Operator II	U	**25**	$ 26.89	$ 27.83	$ 28.80	$ 29.81	$ 30.86	$ 31.94	$ 33.05	$ 34.21	$ 35.41	$ 36.65
Laboratory Lead	U											
Water Lead	U	**26**	$ 27.54	$ 28.50	$ 29.50	$ 30.53	$ 31.60	$ 32.71	$ 33.85	$ 35.04	$ 36.26	$ 37.53
Plant Operations Lead	U											
Building Inspector	U	**27**	$ 28.21	$ 29.20	$ 30.22	$ 31.28	$ 32.37	$ 33.50	$ 34.68	$ 35.89	$ 37.15	$ 38.45
Treatment Plant Operator III	U	**28**	$ 28.89	$ 29.90	$ 30.95	$ 32.03	$ 33.16	$ 34.32	$ 35.52	$ 36.76	$ 38.05	$ 39.38
Senior Planner												

Longevity Pay begins after 5 years of employment at $50 per month and increases by $50 per month for every five years thereafter

Non-union Position	NU	Exhibit A - Continued
Union Position	U	City of Medical Lake - 2026 Hourly & Steps/Ranges
		For Resolution 26-850

2026 Scale

Position		Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
City Administrator	NU		$ 7,725	$ 7,995	$ 8,275	$ 8,565	$ 8,864	$ 9,175	$ 9,496	$ 9,828	$ 10,172	$ 10,528
Finance Director	NU		$ 6,762	$ 6,998	$ 7,243	$ 7,497	$ 7,759	$ 8,031	$ 8,312	$ 8,603	$ 8,904	$ 9,215
Public Works Director	NU		$ 6,762	$ 6,998	$ 7,243	$ 7,497	$ 7,759	$ 8,031	$ 8,312	$ 8,603	$ 8,904	$ 9,215
WWTP Director	NU											
Parks & Rec. Director	NU		$ 5,698	$ 5,897	$ 6,103	$ 6,317	$ 6,538	$ 6,767	$ 7,004	$ 7,249	$ 7,503	$ 7,765
Recreation Assistant	NU	**11**	$ 18.84	$ 19.50	$ 20.18	$ 20.89	$ 21.62	$ 22.37	$ 23.16	$ 23.97	$ 24.81	$ 25.67
Parks Maintenance	NU	**12**	$ 19.29	$ 19.97	$ 20.67	$ 21.39	$ 22.14	$ 22.91	$ 23.72	$ 24.55	$ 25.41	$ 26.30
Recreation Assistant II	NU	**13**	$ 19.77	$ 20.46	$ 21.18	$ 21.92	$ 22.69	$ 23.48	$ 24.30	$ 25.16	$ 26.04	$ 26.95
City Maintenance	U											
Administrative Clerk	U	**19**	$ 23.06	$ 23.87	$ 24.71	$ 25.57	$ 26.47	$ 27.39	$ 28.35	$ 29.34	$ 30.37	$ 31.43
Code Enforcement Officer	U											
Parks Lead	U	**20**	$ 23.55	$ 24.38	$ 25.23	$ 26.11	$ 27.03	$ 27.97	$ 28.95	$ 29.97	$ 31.02	$ 32.10
City Maintenance - Journey	U	**21**	$ 24.11	$ 24.96	$ 25.83	$ 26.74	$ 27.67	$ 28.64	$ 29.64	$ 30.68	$ 31.75	$ 32.86
Collections Specialist	U	**22**	$ 24.73	$ 25.60	$ 26.49	$ 27.42	$ 28.38	$ 29.37	$ 30.40	$ 31.47	$ 32.57	$ 33.71
Treatment Plant Operator I	U	**23**	$ 25.33	$ 26.21	$ 27.13	$ 28.08	$ 29.06	$ 30.08	$ 31.13	$ 32.22	$ 33.35	$ 34.52
Water Operator	U	**24**	$ 25.95	$ 26.85	$ 27.79	$ 28.77	$ 29.77	$ 30.82	$ 31.89	$ 33.01	$ 34.17	$ 35.36
Treatment Plant Operator II	U	**25**	$ 26.62	$ 27.56	$ 28.52	$ 29.52	$ 30.55	$ 31.62	$ 32.73	$ 33.87	$ 35.06	$ 36.28
Laboratory Lead	U											
Water Lead	U	**26**	$ 27.27	$ 28.22	$ 29.21	$ 30.23	$ 31.29	$ 32.38	$ 33.52	$ 34.69	$ 35.90	$ 37.16
Plant Operations Lead	U											
Building Inspector	U	**27**	$ 27.93	$ 28.91	$ 29.92	$ 30.97	$ 32.05	$ 33.17	$ 34.33	$ 35.54	$ 36.78	$ 38.07
Treatment Plant Operator III	U	**28**	$ 28.61	$ 29.61	$ 30.65	$ 31.72	$ 32.83	$ 33.98	$ 35.17	$ 36.40	$ 37.67	$ 38.99
Senior Planner												

Longevity Pay begins after 5 years of employment at $50 per month and increases by $50 per month for every five years thereafter

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

To: City Council

From: Elisa Rodriguez, Senior Planner

TOPIC: Periodic Update: MLMC amendments regarding Critical Areas (Ordinance 1153)

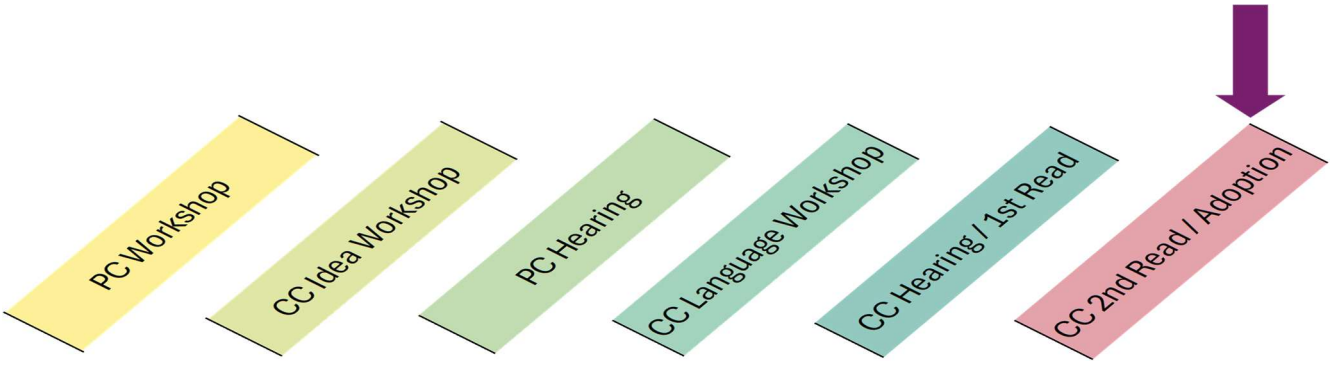
Requested Action:
Conduct the second read and consider adoption of Ordinance 1153, replacing the City's existing critical areas regulations with a new Chapter 19.810 of the Medical Lake Municipal Code.

Key Points:
- This draft ordinance has been revised since the first reading to incorporate recommendations received from the Washington Department of Fish and Wildlife and the Washington Department of Ecology. The revisions are in red and are intended to improve consistency with current Best Available Science and applicable state guidance.
- The proposed amendments address the five categories of critical areas identified under the Washington State Growth Management Act:
  - Wetlands;
  - Frequently flooded areas;
  - Fish and wildlife habitat conservation areas;
  - Geologically hazardous areas; and
  - Critical aquifer recharge areas.
- The amendments would relocate and reorganize the City's critical-areas regulations from existing Chapter 17.10 into proposed Chapter 19.810 to align the regulations with Title 19.
- Substantive amendments include new sections addressing critical aquifer recharge areas and geologically hazardous areas, as well as updates to wetland standards based on revised Department of Ecology guidance.
- Additional revisions are intended to improve organization, readability, administration, and implementation.
- The Planning Commission unanimously recommended approval of the proposed language with minor modifications that have been incorporated into the draft ordinance.
- The City Council should consider whether the proposed regulations are understandable, internally consistent, administratively workable, and appropriately protective of critical areas.

Background Discussion:
Medical Lake initially adopted critical areas regulations in 1994 and subsequently amended them in 2010 and 2023. The existing regulations are codified in MLMC Chapter 17.10.

As part of the City's periodic review under the Washington State Growth Management Act, staff evaluated the existing regulations against current state requirements, agency guidance, and best available science. Ordinance No. 1153 would relocate the regulations to a new Chapter 19.810 and implement amendments identified through that review.

The proposed ordinance has proceeded through Planning Commission and City Council workshops, hearings, and readings. The second reading and consideration of adoption represent the final step in the legislative review process.



Public Involvement:
The Planning Commission held a public hearing on September 24, 2026, and the City Council held a separate public hearing on October 6, 2026. The proposed regulations have also been available on the City's website for public review and comment. Testimony and written comments received through the public-review process have been included in the legislative record and made available to the applicable decision-making body.

Next Steps:
If adopted, Ordinance No. 1153 will be published as required by law and will become effective five days after publication. Upon its effective date, the new MLMC Chapter 19.810 will replace the City's existing critical areas regulations in Chapter 17.10.

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1153

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON RELATING TO AMENDMENTS TO TITLES 17 AND 19 OF THE MEDICAL LAKE MUNICIPAL CODE REGARDING CRITICAL AREAS

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

WHEREAS, pursuant to RCW 36.70A.070, the City must have a Comprehensive Plan; and

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

WHEREAS, critical area regulations implement the Comprehensive Plan; and

WHEREAS, to better serve the City and its citizens, a new chapter, Chapter 19.810 – Critical Areas, is being added to the MLMC to replace MLMC Chapter 17.10 – Critical Areas; and

WHEREAS, a State Environmental Protection Act (SEPA) checklist and a determination of non-significance were distributed on August 28, 2026, and no comments were received and the DNS is retained; and

WHEREAS, the City of Medical Lake Planning Commission (Planning Commission) considered the proposed text amendments at a properly noticed public hearing on September 24, 2026, so as to receive public testimony; and

WHEREAS, at its September 24, 2026, meeting, the Planning Commission voted to recommend approval of the amendments; and

WHEREAS, pursuant to RCW 36.70A.106, on September 11, 2026, the City provided the Washington State Department of Commerce with a sixty (60) day notice of its intent to adopt the amendment(s) to the MLMC; and

WHEREAS, on October 6, 2026, the City of Medical Lake City Council (City Council) discussed the proposed text amendments at a properly noticed open public hearing; and

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

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

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

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

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

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

Section 1. Amendment. Chapter 17.10 – Critical Areas, is hereby deleted from the MLMC.

Section 2. Amendment. The following terms are hereby alphabetically added to the MLMC Chapter 19.160 – Definitions.

Bond. A financial guarantee, in a form acceptable to the City, provided by an applicant, developer, property owner, or other responsible party to ensure the faithful performance of obligations required by this code, including but not limited to the construction, installation, maintenance, repair, replacement, monitoring, mitigation, stabilization, or completion of required improvements, infrastructure, landscaping, critical area measures, or other conditions of approval. A bond may include a surety bond, cash deposit, assignment of funds, irrevocable letter of credit, escrow account, or other financial security approved by the City Attorney and City. The bond shall be in an amount determined by the City to be sufficient to cover the cost of the required obligation and may be used by the City in the event of default, nonperformance, or failure to comply with the provisions of this code or any permit, approval, agreement, or condition issued thereunder.

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.

Maintenance and Repair. Routine, periodic, corrective, preventative, or restorative work performed on a lawfully established building, structure, site improvement, utility system, infrastructure component, landscaped area, or property in order to preserve, sustain, restore, or maintain its existing use, configuration, appearance, capacity, and function.

Section 3. Amendment. Chapter 19.810 – Critical Areas, is hereby added to the MLMC as follows:

19.810.010 Purpose

A. The purpose of this chapter is to designate and protect critical areas and their functions and values using Best Available Science (BAS) 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, 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, and other related state and federal laws.

19.810.020 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.

19.810.030 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 Federal Emergency Management Agency (FEMA) flood maps; Washington State Department of Ecology (DOE) wetland, groundwater, and flood data; Washington Department of Fish and Wildlife (WDFW) Priority Habitats and Species data and ~~water typing~~site potential tree height data; Washington State Department of Natural Resources (DNR) geologic hazard, Natural Heritage, and water-type data; Washington State Department of Health (DOH) wellhead protection information; Natural Resources Conservation Service (NRCS) soils; U.S. Fish and Wildlife Service National Wetland Inventory; 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~~ shall 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.

19.810.040 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 Planning Official shall issue an administrative determination upon request or when necessary to document compliance.

The following activities are exempt from needing a Critical Area Review:

A. 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:

1. The emergency action uses reasonable methods to address the emergency.
2. The emergency action must have the minimum possible impact to the critical area or its buffer.
3. The property owner, person or agency undertaking such action shall notify the City within one (1) working day following commencement of the emergency activity.
4. 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 Area Review. The alteration, Critical Areas Report, and mitigation plan shall be reviewed by the City in accordance with the review procedures contained in this chapter.
5. Restoration and/or mitigation activities must be initiated within three (3) months of the date of the emergency, or as otherwise determined by the Planning Official, and completed in a timely manner.

B. Hazard Tree. When a tree presents an immediate threat to person or property, ~~Emergency or hazard tree removal conducted so~~it may be removed in a manner that critical area impacts are minimized.

C. 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.

D. Noxious or Invasive Plants. Clearing of noxious or invasive plants using hand-held equipment such as a weed-whacker, provided:

1. Fueling and maintenance take place outside the critical area and buffer;
2. All cleared vegetation is taken away and disposed of properly; and
3. Denuded soils are stabilized with native vegetation.
~~3.~~4. DOE approved aquatic herbicides may be used during the least sensitive periods for fish and wildlife.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 (72) hours.

J. Agricultural Activities. Existing and ongoing, but not expansion of agricultural activities conducted on lands defined in RCW 84.34.020(2).

K. 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.

L. 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.

M. Fence Repair. Maintenance, repair, and in-kind replacement of existing fences. Fences may be modified to accommodate wildlife friendly fencing standards.

N. Those activities and uses conducted pursuant to the Washington State Forest Practices Act and its rules and regulations, WAC 222-12-030.

O. Maintenance and repair of legally established non-conforming uses or structures, provided they do not increase the degree of nonconformity.

19.810.050 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 Area Review Process of MLMC Section 19.810.080, Approval Process. An application for a reasonable use exception shall be made to the 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 (SEPA) RCW 43.21C.

B. Reasonable Use Review Criteria. The City shall approve 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.

19.810.060 Minor Exceptions

A. Minor Exceptions Authorized. Minor exceptions of no greater than ten percent (10%) from the standards of this chapter may be authorized through the 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 Critical Aquifer Recharge Area (CARA) use, or reduce a wetland or riparian standard unless a qualified professional demonstrates no net loss of functions and values and consistency with ~~Best Available Science (BAS)~~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;
   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;
   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; and
   7. The proposed development complies with all other applicable standards.

C. Conditions May Be Required. In granting any minor exception, the 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 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.

19.810.070 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 and its buffer shall be restored. The 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. All development work shall remain stopped until a restoration/mitigation plan is prepared by the violator and approved by the City. Such a plan

shall be prepared by a qualified professional and shall describe how the actions proposed meet the minimum requirements described in Subsection C. The Planning Official shall, at the violator's expense, seek expert advice in determining the adequacy of the plan. Inadequate plans shall be returned to the applicant or violator for revision and resubmittal.~~In the event the City initiates enforcement action or files a complaint in court, the 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 BAS 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.

1. For alterations to critical aquifer recharge areas, frequently flooded areas, wetlands, and habitat conservation areas the following minimum performance standards shall be met for the restoration or mitigation of impacts to a critical area.
   a. The historic structural and functional values shall be restored, including water quality and habitat functions;
   b. The historic soil types and configuration shall be replicated;
   c. The critical area and buffers shall be replanted with native vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities; and
   d. The historic functions and values should be replicated at the location of the alteration.
2. For alterations to flood and geological hazards, the following minimum performance standards shall be met for the restoration of a critical area, provided that, if the violator can demonstrate that greater safety can be obtained, these standards may be modified:
   a. The hazard shall be reduced to a level equal to, or less than, the pre-development hazard;
   b. Any risk of personal injury resulting from the alteration shall be eliminated or minimized; and
   c. The hazard area and buffers shall be replanted with native vegetation sufficient to minimize the hazard.

~~C. 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:~~

~~D. The structure and functions of the critical area or buffer prior to violation shall be restored, including water quality and habitat functions;~~

~~E. The soil types and configuration prior to violation shall be replicated;~~

~~F. The critical area and buffers shall be replanted with native vegetation;~~

~~G. Drainage patterns shall be resorted to those existing before the alteration; and~~

~~H. Information demonstrating compliance with the requirements in MLMC Section 19.810.090(F), Mitigation Plan Requirements, shall be submitted to the Planning Official~~.

~~I.~~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.

~~J.~~E. Enforcement and Penalties. Any violation of this chapter shall be enforced under the provisions of MLMC Chapter 1.21 – Compliance and Enforcement. In addition, any development or activity carried out contrary to the provisions of this chapter shall constitute a public nuisance and may be enjoined as provided by the statutes of the state of Washington. ~~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 City of Medical Lake from taking such other lawful action as is necessary to prevent or remedy any violation.~~

19.810.080 Approval Process

A. 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 Reviews are processed as a Type III review with the Planning Commission holding a public hearing and the 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 Review application to be deemed complete, the following information must be submitted:
      a. An appropriate 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. 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 Spokane County Auditor's Office according to the direction of the 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 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 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 (1) or more nondevelopable tracts except when:
    i. Creation of a non-buildable tract would result in violation of minimum lot depth standards; or
    ii. The 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 (1) per lot, 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 a development proposal has required mitigation that is not completed prior to the City final approval, such as final plat approval or final building inspection, the City shall require the applicant to provide security in a form 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 fifty percent (150%) 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 (5) years or until the City 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 (30) days after it is due or comply with other provisions of an approved mitigation plan shall constitute a default, and the City may demand payment of any financial guarantees or require other action authorized by the City 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 City, state, and federal agency review staff for the purpose of inspections during any proposal review, restoration, emergency action, or monitoring period.

E. When the applicant believes that the conditions of the monitoring plan are met, the applicant shall contact the City and request that the City verify and certify so in writing. The City 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.

F. When the City 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).

G. 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 - Interpretation and Chapter 19.290 - Appeals.

19.810.090 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 use BAS and 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;

~~4.~~5. An analysis of site development alternatives;

~~5.~~6. 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.~~7. A written response to each of the approval criteria in MLMC Section 19.810.100, Approval Criteria; and

~~7.~~8. 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 MLMC Section 19.810.110, Fish and Wildlife Habitat Conservation Areas; MLMC Section 19.810.120, Critical Aquifer Recharge Areas; MLMC Section 19.810.130, Frequently Flooded Areas; MLMC Section 19.810.140, Geologically Hazardous Areas; and MLMC Section 19.810.150, 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 City 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. A written report identifying environmental protection goals and objectives of the compensation proposed.

~~1.~~2. Detailed Construction Plans. The mitigation plan shall include detailed site diagrams, scaled cross section drawings, topographic maps showing slope percentage and final grade elevations, and 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.

~~2.~~3. 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 of less than five (5) years.

~~3.~~4. 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.

19.810.100 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 City 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 chapter. 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 MLMC Section 19.810.110, Fish and Wildlife Habitat Conservation Areas; MLMC Section 19.810.120, Critical Aquifer Recharge Areas; MLMC Section 19.810.130, Frequently Flooded Areas; MLMC Section 19.810.140, Geologically Hazardous Areas; and MLMC Section 19.810.150, Wetlands.

19.810.110 Fish and Wildlife Habitat Conservation Areas

A. Designation.
   1. Designated fish and wildlife habitat conservation areas (FWHCA) include habitat for state or federally listed endangered, threatened, or sensitive species; 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; State natural area preserves and natural resources conservation areas, land useful or essential for preserving connections between 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 and open spaces.
   2. ~~Water typing and riparian~~ Riparian management areas shall use ~~current DNR water-type maps,~~ field verification, WDFW Priority Habitats and Species data, and WDFW Riparian Ecosystems, Volumes 1 and 2 (2020), or successor BAS.
   3. 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 for site potential tree height at 200 years.
   4. 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.

B. Additional Critical Area 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.
   2. Where a mitigation plan is required as part of the critical area report for a 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. Observations and measurements of riparian integrity and quality (buffer width, riparian corridor continuity or fragmentation, species diversity, stand age, plant survival rates).
      b. Large woody debris surveys.
      c. Streamflow monitoring.
      d. Water quality monitoring to detect pollution impacts.
      e. Biological monitoring (including fish surveys and benthic macroinvertebrate sampling).
   3. If the clearing or development activity is in the riparian management area, the critical area report shall contain the following information, if applicable:
      a. How the clearing or development activity constitutes a water-dependent, water-related or water-enjoyment use; or
      b. How the clearing or development activity cannot feasibly be located on the site outside of the riparian management area; and
      c. How the proposal will not adversely affect the connectivity of habitat functions.

C. Performance Standards.
   1. General. Development shall avoid FWHCA 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. Protection can be provided by avoiding (the preferred protection) or minimizing and mitigating as described in the general critical area approval criteria in MLMC Section 19.810.100, Approval Criteria. 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 WDFW Management Guidelines, Management Recommendations or other standards approved by WDFW. 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 and values on the site; and
ii. Functionally significant habitat, defined as habitat that cannot be replaced or restored within twenty (20) 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 (200) 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 MLMC Section 19.810.110(C)(1), Performance Standards, General, 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.

19.810.120 Critical Aquifer Recharge Areas

A. Designation. Critical Aquifer Recharge Areas (CARA) 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 CARA 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 MLMC Section 19.810.120(B), Review Required, 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 DOE 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.

19.810.130 Frequently Flooded Areas

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

A. Designation. Frequently flooded areas are the areas of special flood hazards identified by the Federal Insurance Administration (FIA) and the (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 City of Medical Lake, any officer or employee thereof, or the FIA for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

C. Additional Critical Area Report Requirements. In addition to the critical areas report requirements in MLMC Section 19.810.090, 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 (50) lots or five (5) 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 (1) 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.

19.810.140 Geologically Hazardous Areas

A. Purpose. The purpose of this section 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 DNR and the United States Geological Survey, 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.

Table 19.810.140(1)

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

B. Additional Critical Areas Report Requirements. In addition to the requirements of MLMC Section 19.810.090, Submittal Requirements, 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.

19.810.150 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 (5) 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.

D. Wetland Ratings. Wetlands shall be rated according to the DOE wetland rating system, as set forth in the Washington State Wetland Rating System for Eastern Washington: 2014 Update (DOE Publication #14-06-030, or as revised). Wetland ratings are valid for five (5) years; after such date the City shall determine whether a revision or additional rating is necessary.

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

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

G. 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 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 DOE'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.

H. 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. Alteration of a wetland is prohibited except as expressly authorized by this subsection. City approval does not constitute authorization to discharge fill material into waters of the United States or waters of the State and does not replace any authorization required from the United States Army Corps of Engineers, DOE, the DFW, or another agency with jurisdiction. An activity identified in this subsection is not permitted outright and may be approved only through the applicable Critical Area Review process.
      a. The following activities may be approved in a Category I wetland~~In Category I wetlands only the following activities may be allowed~~:
         ~~i.~~ A road, railroad, water or sewer line, stormwater conveyance, gas line, electrical facility, cable, fiber-optic facility, telephone facility, or similar public or private utility crossing that cannot feasibly be located outside the wetland and its buffer~~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. The following activities may be approved in a Category II wetland~~In Category II wetlands only the following activities may be allowed~~:

i. Activities that may be approved in a Category I wetland;~~Activities allowed in Category I wetlands.~~

ii. Wetland restoration or enhancement activities intended to protect or improve soil, water, vegetation, fish, or wildlife functions; and~~Enhancement and restoration activities aimed at protecting the soil, water, vegetation or wildlife~~.

iii. Within shoreline jurisdiction, a water-dependent activity that requires access to or use of the water and cannot feasibly be located outside the wetland~~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 of Medical Lake.~~

c. The following activities may be approved in a Category III wetland~~In Category III wetlands only the following activities may be allowed~~:

i. Activities that may be approved in a Category II wetland; and~~Activities allowed in Category II wetlands.~~

ii. Other activities when the applicant demonstrates through a written alternatives analysis that the basic project purpose cannot reasonably be accomplished through an alternative location or design, including a reduction in project size, scope, configuration, or density, that would avoid the wetland or result in less adverse impact.~~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:~~

- ~~There will be no net loss of functions and values of the wetland;~~
- ~~The wetland does not contain a breeding population of any native amphibian species;~~
- ~~The wetland lies in the natural routing of the runoff, and the discharge follows the natural routing;~~
- ~~All local and state stormwater regulations, codes, manuals, and permits are being followed; and~~
- ~~All functions and values that are lost will be compensated.~~

d. The following activities may be approved in a Category IV wetland~~In Category IV wetlands only the following activities may be allowed~~:
   i. Activities that may be approved in a Category III wetland; and~~Activities allowed in Category III wetlands.~~
   ii. Other activities and uses when the applicant demonstrates through a written alternatives analysis that the proposed activity is the least environmentally damaging reasonable alternative capable of accomplishing the basic project purpose.~~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 MLMC Section 19.810.150(H)(2), Wetland Buffers~~.

2. Wetland Buffers.
   a. Buffer Requirements. The following buffer tables have been established in accordance with the BAS. They are based on 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 (DOE Publication #14-60-030, or as revised).

      Table 19.810.150(1). Wetland buffer width requirements, in feet, if Table 19.810.150(3) is implemented and a habitat corridor is provided.

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

      Table 19.810.150(2). Wetland buffer width requirements, in feet, for applicants not providing a habitat corridor or implementing measure in Table 19.810.150(3).

Category of Wetland	**Habitat Score 3-5 points (corridor not required)**	**Habitat Score 6-7 points**	**Habitat Score 8-9 points**

Category I & II: Based on rating of wetland functions (and not listed below)	100	150	200
Category I & II: Forested	100	150	200
Category I: Bogs, calcareous fens, and Wetlands of High Conservation Value	190	190	190
Category I: Alkali	150	150	150
Category II: Vernal pool	150	150	150
Category III	80	150	200
Category IV	50	50	50

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 19.810.150(3). Impact Mitigation Measures.

Examples of disturbance	**Activities and uses that cause disturbances**	**Examples of measures to minimize impacts**
Lights	• Parking lots • Commercial/Industrial • Residential • Recreation (e.g., athletic fields) • Agricultural buildings	• Direct lights away from wetland • Only use lighting where necessary for public safety and keep lights off when not needed • Use motion-activated lights • Use full cut-off filters to cover light bulbs and direct light only where needed • Limit use of blue-white colored lights in favor of red-amber hues • Use lower-intensity LED lighting • Dim light to the lowest acceptable intensity
Noise	• Commercial • Industrial • Recreation (e.g., athletic fields, bleachers, etc.) • Residential • Agriculture	• Locate activity that generates noise away from wetland • Construct a fence to reduce noise impacts on adjacent wetland and buffer • Plant a strip of dense shrub vegetation adjacent to wetland buffer
Toxic runoff	• Parking lots • Roads • Commercial/industrial	• Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered

	• Residential areas • Application of pesticides • Landscaping • Agriculture	• Establish covenants limiting use of pesticides within 150 ft. of wetland • Apply integrated pest management (Note: These examples are not necessarily adequate for minimizing toxic runoff if threatened or endangered species are present at the site.)
Stormwater runoff	• Parking lots • Roads • Residential areas • Commercial/industrial • Recreation • Landscaping/lawns • Other impermeable surfaces, compacted soil, etc.	• Retrofit stormwater detention and treatment for roads and existing adjacent development • Prevent channelized or sheet flow from lawns that directly enters the buffer • Infiltrate or treat, detain, and disperse new runoff from impervious surfaces and lawns
Pets and human disturbance	• Residential areas • Recreation	• Use privacy fencing • Plant dense native vegetation to delineate buffer edge and to discourage disturbance • Place wetland and its buffer in a separate tract • Place signs around the wetland buffer every 50-200 ft., and for subdivisions place signs at the back of each residential lot • When platting new subdivisions, locate greenbelts, stormwater facilities, or other lower-intensity land uses adjacent to wetland buffers
Dust	• Tilled fields • Roads	• Use best management practices to control dust

c. Habitat Corridors. For wetlands that score six (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 one hundred (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:

- 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.
- 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. This does not include trenching.

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. Maintenance and repair of legally established non-conforming uses or structures, provided they do not increase the degree of nonconformity.

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:

i. Such averaging will not reduce wetland functions or functional performance; and

ii. 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

iii. 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 seventy-five percent (75%) of the required width or seventy-five (75) feet for Category I and II, fifty (50) feet for Category III, and twenty-five (25) feet for Category IV, whichever is greater.

i. Buffer Maintenance. Except as otherwise specified or allowed in accordance with this chapter, wetland buffers shall be maintained according to the approved Critical Area Review.

I. 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. 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 (1) per lot for single-family residential uses or at a maximum interval of two hundred (200) 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."

J. 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, (DOE 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.
4. Mitigation Ratios.
   a. Replacement Ratios.
      i. The replacement ratios shall apply to wetland mitigation that:
         - 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);
         - Is on site;
         - Is in the same category;
         - Is implemented prior to or concurrent with alteration; and
         - 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 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 MLMC Section 19.810.150(J)(2), Mitigation Actions, for definitions of mitigation actions):

Table 19.810.150(4) 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 19.810.150(1) and (2).

19.810.160 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 aquifer recharge areas. Areas with a critical recharging effect on aquifers used for potable water, including areas where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water, or is susceptible to reduced recharge.

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.

Geologically Hazardous Areas. Areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.

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.

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.

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.

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, Geologic. A Washington-licensed geologist, engineering geologist, hydrogeologist, or geotechnical engineer with demonstrated experience evaluating the specific hazard involved.

Qualified Professional, Wetlands. A person with professional wetland experience that meets the following criteria:

(a) A Bachelor of Science or Bachelor of Arts or equivalent degree in hydrology, soil science, botany, ecology, resource management, or related field, or four years of full-time work experience as wetland professional may substitute for a degree, and

(b) At least two additional years of full-time work experience as a wetland professional; including delineating wetlands, preparing wetland reports, conducting function assessments, and developing and implementing mitigation plans, and

(c) Completion of additional wetland-specific training programs. This could include a more comprehensive program such as the University of Washington Wetland Science and Management Certificate Program or individual workshops on topics such as wetland delineation, function assessment, mitigation design, hydrophytic plant or hydric soil identification.~~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~~.

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.

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 a 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.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

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

Mayor, Terri Cooper

ATTEST:

_____
City Attorney, Sean P. Boutz

Date of Publication:

Finance Director/City Clerk, Koss Ronholt

APPROVED AS TO FORM:

_____
Effective Date:

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

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1153 passed by the City of Medical Lake City Council on the _____ day of November, 2026.

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON RELATING TO AMENDMENTS TO TITLES 17 AND 19 OF THE MEDICAL LAKE MUNICIPAL CODE REGARDING CRITICAL AREAS

Section 1. Deletion of Chapter 17.10 – Critical Areas, from the City of Medical Lake Municipal Code.

Section 2. Amendment of Chapter 19.160 – Definitions, to add definitions to the City of Medical Lake Municipal Code.

Section 3. Addition of Chapter 19.810 – Critical Areas, to the City of Medical Lake Municipal Code.

Section 4. Establishes a severability clause in the event some portion of the Ordinance is held invalid.

Section 5. Establishes an effective date for Ordinance No. 1153 for five (5) days after publication of the Ordinance, or a summary thereof, in the official newspaper of the City, as provided by law.

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

_____
Koss Ronholt, Finance Director/City Clerk

Published: _____

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1156

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, LEVYING THE REGULAR PROPERTY TAXES FOR THE CITY OF MEDICAL LAKE, WASHINGTON IN SPOKANE COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2027 TO PROVIDE REVENUE FOR THE PROVISIONS OF CITY SERVICES AS SET FORTH IN THE CITY BUDGET

WHEREAS, State law authorizes the City of Medical Lake ("City") to levy regular property taxes upon the taxable property within the corporate limits in order to provide revenue for the 2027 current expense budget of the City; and

WHEREAS, the City Council, after a public hearing and after duly considering all relevant evidence and testimony presented, has determined that the City desires a 1.75% increase in property tax revenue from the previous year, while receiving increases resulting from the addition of new construction and improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, and any annexations that have occurred and refund made; and

WHEREAS, the City has met and considered its budget for the calendar year 2027; and

WHEREAS, the City's actual levy amount from the previous year was $654,364.30; and

WHEREAS, the population of the City is less than 10,000; and

WHEREAS, RCW 84.52.020 requires the City Council on or before the 30th day of November to certify budget estimates to the Clerk of the Spokane County Board of Commissioners including amounts to be raised by taxing property in the City; and

WHEREAS, the City Council pursuant to notice has held a public hearing on the proposed budget estimates for 2027, on October 20, 2026, including revenue sources which will fund the provision of services; and

WHEREAS, after due consideration of the proposed 2027 budget and the related financial requirements the City Council desires to impose an ad valorem property tax as permitted by State law.

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

Section 1. Certification of Property Tax Levy. There shall be and is hereby levied and imposed upon real property, personal property, all new construction, utility property, and all property resulting from any annexations as defined in RCW Chapter 84.02 and 84.55.005 in the City of Medical Lake, Spokane County, Washington, a regular property tax increase over the 2026 levy of $11,451.38 which is a 1.75% increase for the year commencing January 1, 2027, plus any additional revenue resulting from new construction and improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, and any annexations that have occurred and refund made.

The regular property tax levied through this Ordinance is for the purpose of receiving revenue to make payment upon the general indebtedness of the City of Medical Lake, the general fund obligations and for the payment of services performed by or for the City during the 2027 calendar year.

Section 2. Notice to Spokane County. Pursuant to RCW 84.52.020, the City Clerk shall certify to the County Legislative Authority a true and correct copy of this Ordinance, as well as, the budget estimates adopted by the City Council in order to provide for and direct that the taxes levied herein shall be collected and paid to the City of Medical Lake at the time and in the manner provided by the laws of the State of Washington.

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

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

_____
Mayor, Terri Cooper

ATTEST:

_____
Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

_____
City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

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

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1156 passed by the City of Medical Lake City Council on the 17th day of November 2026.

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, LEVYING THE REGULAR PROPERTY TAXES FOR THE CITY OF MEDICAL LAKE, WASHINGTON IN SPOKANE COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2027 TO PROVIDE REVENUE FOR THE PROVISIONS OF CITY SERVICES AS SET FORTH IN THE CITY BUDGET

Section 1. The Council hereby authorizes a 1.75% increase in the regular property tax levy amount to be collected in the 2027 tax year. This is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refund made.

Section 2. Provides that the City Clerk shall certify and provide notice to Spokane County of Ordinance No. 1156 and the City of Medical Lake property taxes to be levied.

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

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

_____
Koss Ronholt, Finance Director/City Clerk

Published: _____

CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1157

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1138, §1 (2025) AND THE 2026 FINAL BUDGET; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, state law provides for the adoption of a budget by the City Council of the City of Medical Lake ("City Council") for the purpose of making appropriations of the total estimated revenues for each separate department and the aggregate totals for all such funds combined; and

WHEREAS, subsequent to the adoption of the annual budget, it has become necessary to make changes to certain appropriations; and

WHEREAS, the following changes could not reasonably have been anticipated or known at the time Ordinance No. 1138 was passed by the City Council on December 16, 2025; and

WHEREAS, City Council has determined that the best interest of the City is served by amending the adopted budget approved in Ordinance No. 1138.

NOW, THEREFORE, the City Council does hereby ordain as follows:

Section 1: Total appropriations reporting in Section 1 of Ordinance No. 1138 are hereby amended, increasing expenditure appropriations by $871,702, from a total of $11,971,856 to $12,843,558, removing budgeted ending balances and to reflect actual appropriations for 2026.

Section 2: The following funds and departments contained in the 2026 Budget are hereby amended as set forth in Exhibit A, Amendments 26.1 through 26.16, which adds appropriations for the General Fund (001), Leave & Severance Fund (105), Contingency Fund (106), American Rescue Protection Act (ARPA) Fund (107), Public Safety Fund (110), Criminal Justice Fund (111), Park Facilities Fund (132), Kitchen Fund (134), Library Facilities Fund (135), Wastewater Fund (408), and Broadband Fund (410).

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

Section 4: Effective Date. This Ordinance shall be in full force and effect five (5) days after passage, approval and publication in accordance with law.

INTRODUCED THIS 17th day of November 2026.

ADOPTED THIS ____ day of December 2026.

CITY OF MEDICAL LAKE,
WASHINGTON

_____
Terri Cooper, Mayor

ATTEST:

_____
Koss Ronholt, Finance Director/City Clerk

APPROVED TO FORM:

_____
City Attorney, Sean P. Boutz

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

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1157 passed by the City of Medical Lake City Council on the _____ day of December 2026.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1138, §1 AND THE 2026 FINAL BUDGET; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO.

The introductory paragraphs address the adoption of Ordinance No. 1138 providing for the City of Medical Lake's annual budget, and that certain appropriations were unknown at the time of its passage. Such appropriations now require amendment as contained therein.

Section 1: Amends the 2026 Budget to provide for expenditures totaling up to $871,702 over the appropriations passed in Ordinance No. 1138, as detailed in amendments 26.1 through 26.16.

Section 2: Sets forth the particular funds and departments that are to be amended in the 2026 Budget as contained in Exhibit A.

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

Section 4: Provides for an effective date of five (5) days after publication of the Ordinance.

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

_____
Koss Ronholt, Finance Director/City Clerk

Published: _____, 2026

Exhibit A

City Medical Lake
2026 Budget Amendments Detail
Amendments 26.1 – 26.16

Amendment 26.1: General Fund (001) Legislative Department (110); Increase expenditure appropriations by $30,000. City entered into a contract with a federal lobbyist to pursue federal funding for City projects.

Amendment 26.2: General Fund (001) Municipal Court Department (120); Decrease expenditure appropriations by $40,000. City's contract with Airway Heights Municipal Court has had significant cost savings.

Amendment 26.3: General Fund (001) Administrative Services Department (140); Increase expenditure appropriations by $29,000. Essential departmental software costs not adequately budgeted for.

Amendment 26.4: General Fund (001) Legal Department (150); Decrease expenditure appropriations by $35,000. City Attorney costs are lower than anticipated.

Amendment 26.5: General Fund (001) Code Enforcement Department (240); Increase expenditure appropriations by $9,000. Mid-year changes in medical premiums for Code Enforcement Officer resulted in unanticipated costs.

Amendment 26.6: General Fund (001) Grants Department; Increase expenditure appropriations by $11,402. City completed a grant funded cybersecurity project for which expenditures were not budgeted.

Amendment 26.7: Leave & Severance Fund (105); Increase expenditure appropriations by $3,000. Post-employment leave payout for terminated Collections Specialist.

Amendment 26.8: Contingency Fund (106); Increase expenditure appropriations by $271,000. Repaving of Southlake Terrace following damage caused by Gray Road fire recovery and debris removal efforts.

Amendment 26.9: American Rescue Protection Act Fund (107); Increase expenditures appropriations by $90,000. Kitchen project was anticipated to be completed in 2025; 2026 expenditures were not budgeted. Remaining ARPA grant funds must be spent by end of 2026.

Amendment 26.10: Public Safety Fund (110); Increase expenditures appropriations by $130,000. Spokane County prisoner detention costs, extra-duty officer, and park security costs exceeded budgeted amounts. Park camera project identified in the Capital Improvement Plan was completed, but not budgeted for, in 2026.

Amendment 26.11: Criminal Justice Fund (111); Increase expenditures appropriations by $26,000. Park camera project identified in the Capital Improvement Plan but not budgeted for in 2026.

Amendment 26.12: Park Facilities Fund (132); Increase expenditures appropriations by $35,000. Higher than anticipated labor costs due to an extended season and enhanced parks maintenance standards.

Amendment 26.13: General Fund (001) Transfers-Out Department (000) and Kitchen Fund (135); Increase expenditures appropriations in General Fund, Transfers-Out Department by $27,300. Contracted kitchen consultant services to prepare for commercial kitchen operations and activities, along with equipment and materials for rental activities. Kitchen fund currently has sufficient appropriations but requires funding.

Amendment 26.14: General Fund (001) Transfers-Out Department (000) and Library Facilities Fund (135); Increase expenditures appropriations in General Fund, Transfers-Out by $18,500, and increase expenditure appropriations by $26,500. Contractual obligation to repair the library building's failed HVAC system.

Amendment 26.15: Wastewater Fund (408) Wastewater Collection Department (381) and Wastewater Treatment Department (382); Increase revenue appropriations by $180,000 and expenditures appropriations in Wastewater

Collection Department by $60,000, and increase expenditure appropriations in Wastewater Treatment Department by $120,000. Overhead and operating supplies higher than anticipated, revenues under-estimated.

Amendment 26.16: Broadband Fund (410); Increase expenditures appropriations by $60,000. Broadband fiber installation project was budgeted in prior year but not appropriated in 2026. The project has since been completed.