



MEDINA CITY COUNCIL

Monday, July 11, 2022

5:00 PM – REGULAR MEETING

AGENDA

VISION STATEMENT

Medina is a family-friendly, diverse and inclusive community on the shores of Lake Washington. With parks and open spaces, Medina is a quiet and safe small city, with active and highly-engaged residents. Medina honors its heritage while preserving its natural environment and resources for current and future generations.

MISSION STATEMENT

Ensure efficient delivery of quality public services, act as responsible stewards of Medina's financial and natural resources, celebrate diversity, leverage local talent, and promote the safety, health, and quality of life of those who live, work, and play in Medina.



MEDINA, WASHINGTON
MEDINA CITY COUNCIL
CITY COUNCIL REGULAR MEETING

Hybrid – Virtual/In-Person
Monday, July 11, 2022 – 5:00 PM

AGENDA

MAYOR | Jessica Rossman
DEPUTY MAYOR | Randy Reeves
COUNCIL MEMBERS | Cynthia F. Adkins, Jennifer Garone, Harini Gokul, Mac Johnston, Bob Zook
CITY MANAGER | Stephen R. Burns
CITY ATTORNEY | Scott Missall
CITY CLERK | Aimee Kellerman

Virtual Meeting Participation

With the passage of the City’s Proclamation of Local Emergency, City Hall is closed to the public. Council participation in this meeting will be by teleconference/online only. Members of the public may also participate by phone/online. Individuals wishing to speak live during the Virtual City Council meeting will need to register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message before 2PM on the day of the July 11th Council meeting. Please reference Public Comments for July 11th Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3 minute limit.

[Join Zoom Meeting](#)

Meeting ID: 832 5227 3105

Passcode: 589036

One tap mobile

+12532158782,,83252273105# US (Tacoma)

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Adkins, Garone, Gokul, Johnston, Reeves, Rossman and Zook

2. APPROVAL OF MEETING AGENDA

3. PUBLIC COMMENT PERIOD

Individuals wishing to speak live during the Virtual City Council meeting will need to register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message **before 2PM** on the day of the July 11th Council meeting. Please reference Public Comments for July 11th Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is

your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3 minute limit.

4. **PRESENTATIONS**

- 4.1 Reports and announcements from Park Board, Planning Commission, Emergency Preparedness, and City Council.

Time Estimate: 10 minutes

5. **CONSENT AGENDA**

Time Estimate: 5 minutes

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember or City staff requests the Council to remove an item from the consent agenda.

- [5.1](#) June 2022, Check Register
Recommendation: Approve.
Staff Contact: Ryan Wagner, Finance Director

- [5.2](#) Approved May 24, 2022 Planning Commission Meeting Minutes
Recommendation: Receive and file.
Staff Contact: Rebecca Bennett, Development Services Coordinator

- [5.3](#) Draft City Council Meeting Minutes of June 13, 2022
Recommendation: Adopt minutes.
Staff Contact: Aimee Kellerman, CMC, City Clerk

- [5.4](#) Market Adjustments for Public Works and Development Services Directors
Recommendation: Approve.
Staff Contact: Stephen R. Burns, City Manager

- [5.5](#) NE 7TH Street Improvements
Recommendation: Approve.
Staff Contact: Ryan Osada, Public Works Director

6. **LEGISLATIVE HEARING**

None.

7. **PUBLIC HEARING**

- [7.1](#) Ordinance Approving 5-year Telecommunications Franchise with T-Mobile
Recommendation: Move to a second reading.
Staff Contacts: Emily Miner, Assistant City Attorney, Ryan Osada, Public Works Director, Steve Wilcox, Development Services Director

Time Estimate: 20 minutes

- [7.2](#) Tree Code Amendments
Recommendation: Adopt Ordinance No. 1012.
Staff Contact: Stephanie Keyser, Planning Manager

Time Estimate: 30 minutes

8. CITY BUSINESS

- [8.1](#) Permanent Supportive and Transitional Housing Follow-up
Recommendation: Update.
Staff Contact: Scott Missall, City Attorney

Time Estimate: 15 minutes

9. CITY MANAGER'S REPORT

Time Estimate: 15 minutes

Police, Development Services, Finance, Central Services, Public Works, City Attorney

- [9.1a](#) CM Monthly Report

- [9.1b](#) Police Monthly Report

- [9.1c](#) DS Monthly Report

- [9.1d](#) Finance Monthly Report

- [9.1e](#) CS Monthly Report

- [9.1f](#) PW Monthly Report

10. REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE

11. PUBLIC COMMENT

Comment period is limited to 10 minutes. Speaker comments limited to one minute per person.

12. EXECUTIVE SESSION

RCW 42.30.110(1)(i)

To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Time Estimate: 15 minutes

13. **ADJOURNMENT**

Next regular City Council Meeting: July 25, 2022 at 5 PM.

ADDITIONAL INFORMATION

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Medina City Hall.

The agenda items are accessible on the City's website at www.medina-wa.gov on Thursdays or Fridays prior to the Regular City Council Meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (425) 233-6410 at least 48 hours prior to the meeting.

UPCOMING MEETINGS

Monday, July 25, 2022 - City Council Meeting (5:00 PM)
Monday, August 8, 2022 - City Council Meeting - **Dark No Meeting**
Monday, August 22, 2022 - City Council Meeting - **Dark No Meeting**
Monday, September 5, 2022 - Labor Day - City Hall Closed
Monday, September 12, 2022 - City Council Meeting (5:00 PM)
Monday, September 26, 2022 - City Council Meeting (5:00 PM)
Monday, October 10, 2022 - City Council Meeting (5:00 PM)
Monday, October 24, 2022 - City Council Meeting (5:00 PM)
Monday, November 14, 2022 - City Council Meeting (5:00 PM)
Thursday, November 24, 2022 - Thanksgiving Holiday - City Hall Closed
Friday, November 25, 2022 - Day After Thanksgiving Holiday - City Hall Closed
Monday, November 28, 2022 - City Council Meeting (5:00 PM)
Monday, December 12, 2022 - City Council Meeting (5:00 PM)
Monday, December 26, 2022 - Day After Christmas Holiday - City Hall Closed
Tuesday, December 27, 2022 - City Council Meeting (5:00 PM)

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, July 11, 2022 Regular Meeting of the Medina City Council was posted and available for review on Wednesday, July 6, 2022 at City Hall of the City of Medina, 501 Evergreen Point Road, Medina, WA 98039. The agenda is also available on the city website at www.medina-wa.gov.

Vendor Name	Invoice Number	Detail Notes	Invoice Amount	Check Number	Check Date	Account Number	Description
8X8, Inc.	3457564	CH Phones	\$903.65	63846	6/23/2022	001-000-000-518-80-41-50	Technical Services, Software Services
8X8, Inc.	3457564	NEw Phoneline Passport Services	\$1.17	63846	6/23/2022	001-000-000-518-80-41-50	Technical Services, Software Services
8X8, Inc. Total			\$904.82				
911 Supply Inc	INV-2-18831-18836	Gidlof	\$161.85	63776	6/7/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-18831-18836	Gidlof Patch Swap	\$17.61	63776	6/7/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-18831-18836	Gidlof Tailoring	\$49.55	63776	6/7/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-18831-18836	Gidlof uniform	\$297.27	63776	6/7/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-18831-18836	PD Uniform Scott	\$318.19	63776	6/7/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-18831-18836	Credit CM-2-1792	(\$286.22)	63776	6/7/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-19388	PD Uniforms Chief	\$23.06	63847	6/23/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-19391	PD Uniforms Chief Sass	\$27.53	63847	6/23/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-19118	Police Uniforms Roman Scott	\$258.43	63847	6/23/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-19392	PD Uniforms Gidlof	\$159.65	63847	6/23/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-19389	PD Uniforms Gidlof	\$1,697.76	63847	6/23/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-19390	PD Uniforms Gidlof	\$308.24	63847	6/23/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-18831-18836	PD Equipment	\$61.60	63776	6/7/2022	001-000-000-521-20-31-40	Police Operating Supplies
911 Supply Inc Total			\$3,094.52				
Adamson Police Products	INV379107	Ammo Firearm Supplies	\$1,300.00	63848	6/23/2022	001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
Adamson Police Products Total			\$1,300.00				
American Electrical Construction LLC	Invoice 1178	Retainage Pay	\$1,878.15	63777	6/7/2022	307-000-000-582-20-00-00	Refund of Retainage Deposits
American Electrical Construction LLC Total			\$1,878.15				
AT&T MOBILITY	287290584494X05132022	PW Cell Phones	\$275.52	63812	6/7/2022	001-000-000-576-80-42-00	Telephone/postage
AT&T MOBILITY Total			\$275.52				
Bell, Connor	June Reimbursements	Developing and Managing Field Training Program	\$291.49	EFT Payment 6/21/2022 1:04:52 PM - 1	6/21/2022	001-000-000-521-20-43-00	Travel & Training
Bell, Connor Total			\$291.49				
Belleuve City Treasurer - Water	90107027 02/23-04/21/22	View Pt PK irrigation	\$68.93	63813	6/7/2022	001-000-000-576-80-47-00	Utilities
Belleuve City Treasurer - Water	02623004 02/23-04/21/22	View Pt PK irrigation	\$68.93	63813	6/7/2022	001-000-000-576-80-47-00	Utilities
Belleuve City Treasurer - Water Total			\$137.86				
Belleuve, City of	42316	1st half year Fire Protection	\$363,418.50	63823	6/17/2022	001-000-000-522-20-41-00	Fire Control Services
Belleuve, City of	40630	2021 Leoff 1	\$19,809.85	63823	6/17/2022	001-000-000-522-20-41-00	Fire Control Services
Belleuve, City of Total			\$383,228.35				
Big Trees, Inc.	Big Trees, Inc 6/7/22 INV# 22515	Medina Park Willow	\$2,544.40	63821	6/7/2022	103-000-000-558-60-49-10	Miscellaneous-Tree Replacement
Big Trees, Inc. Total			\$2,544.40				
Blueline Group LLC, The	23636	19-075 Medina Planning on Call Services	\$960.00	63824	6/17/2022	401-000-000-558-60-41-01	Planning Consultant
Blueline Group LLC, The Total			\$960.00				
BRC Acoustics & Audiovisual Design	Invoice 26727	Sound Test SVCS	\$2,495.53	63814	6/7/2022	401-000-000-558-60-41-08	Sound Testing Consultant
BRC Acoustics & Audiovisual Design Total			\$2,495.53				
Buenavista Services, Inc	9735	Park Restroom Janitorial Services	\$1,158.62	63825	6/17/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	9736	CH + PO Janitorial Services	\$2,037.75	63825	6/17/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc Total			\$3,196.37				
CALPORTLAND	95477197	95477197	\$1,293.79	63826	6/17/2022	307-000-000-594-76-63-20	Park Improvements
CALPORTLAND Total			\$1,293.79				
Car Wash Enterprises	April 2022	PD Car Washes	\$4.00	63815	6/7/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Car Wash Enterprises Total			\$4.00				
Cedar Grove Composting Inc	0000679177	Soil for Parks	\$103.50	63827	6/17/2022	307-000-000-594-76-63-20	Park Improvements
Cedar Grove Composting Inc Total			\$103.50				
Centurylink	June 049B	CH Terminal	\$169.54	63849	6/23/2022	001-000-000-518-10-42-00	Postage/Telephone
Centurylink	June 384B	PD Emergency Line	\$133.68	63849	6/23/2022	001-000-000-521-20-42-00	Communications (phone,Pager)
Centurylink	425-454-8183 070B	PW SHOP ALARM Firelines	\$258.60	63816	6/7/2022	001-000-000-576-80-42-00	Telephone/postage
Centurylink Total			\$561.82				
CivicPlus, LLC	228021	MMC Update	\$1,624.00	63850	6/23/2022	001-000-000-518-10-41-90	Prof Serv-Imaging
CivicPlus, LLC Total			\$1,624.00				
Comcast	May 0197935	1000 LWB NE Camera	\$245.36	63828	6/17/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	8498330130193587-4/25-5/24/22 CORRECTION	Correction Entry	(\$146.36)			001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	June Service 0193264	NE 12th St Camera	\$245.36	63851	6/23/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	June Service 1741723	700 LWB NE Camera	\$250.87	63851	6/23/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	June Service 0193223	NE 24th St Camera	\$245.36	63851	6/23/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	8498330130193587-5/25-6/24/22	PW internet services	\$156.36	63817	6/7/2022	001-000-000-576-80-42-00	Telephone/postage
Comcast	8498330130193587-4/25-5/24/22 CORRECTION	Correction Entry	\$146.36			001-000-000-576-80-42-00	Telephone/postage
Comcast Total			\$1,143.31				
Crystal And Sierra Springs-Admin	11037150 061822	CH Drinking Water	\$57.08	63852	6/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Crystal And Sierra Springs-Admin Total			\$57.08				
Crystal And Sierra Springs-PW	Invoice 5291929 052122	PW Drinking Water	\$155.35	63818	6/7/2022	001-000-000-576-80-31-00	Operating Supplies
Crystal And Sierra Springs-PW Total			\$155.35				
CWA Consultants	Invoice 22-185	Building Plan Review Svcs	\$550.00	63819	6/7/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice 22-186	Building Plan Review Svcs	\$2,310.00	63819	6/7/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice 22-184	Building Plan Review Svcs	\$1,540.00	63819	6/7/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants Total			\$4,400.00				
Daily Journal of Commerce	3379294	Call for Bid - 7th Street Improvement	\$230.55	63853	6/23/2022	001-000-000-518-10-44-00	Advertising
Daily Journal of Commerce Total			\$230.55				

Davey Tree Expert Company, The	916633885	L&I Fees for Tree Removal	\$110.10	63854	6/23/2022	103-000-000-558-60-41-50	Professional Services/Landscape Consultant
Davey Tree Expert Company, The Total			\$110.10				
Ducky's Office Furniture	00022311	CH Furniture Pickup	\$1,250.00	63855	6/23/2022	001-000-000-518-10-41-00	Professional Services
Ducky's Office Furniture Total			\$1,250.00				
Eastside Public Safety Communicat'n	10814	June Monthly Fees	\$495.39	63829	6/17/2022	001-000-000-521-20-41-20	Dispatch-EPSCA
Eastside Public Safety Communicat'n Total			\$495.39				
FCI - Custom Police Vehicles	14397		\$995.30	63820	6/7/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14395		\$701.11	63820	6/7/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14398		\$782.67	63820	6/7/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14396		\$821.40	63820	6/7/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14394		\$1,877.06	63820	6/7/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14395		\$238.01	63820	6/7/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14394		\$197.74	63820	6/7/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14396		\$259.68	63820	6/7/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14397		\$373.66	63820	6/7/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14398		\$211.05	63820	6/7/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles Total			\$6,457.68				
FirstNet	287287975246x05272022	PD Patrol Car Connection	\$1,135.37	63830	6/17/2022	001-000-000-521-20-42-00	Communications (phone,Pager)
FirstNet Total			\$1,135.37				
Fowler Company, HD	i6096834		\$4,105.01	63831	6/17/2022	307-000-000-594-76-63-20	Park Improvements
Fowler Company, HD Total			\$4,105.01				
Gray & Osborne, Inc.	20597 invoice 9	NPDES Compliance SYCS	\$3,820.53	63787	6/7/2022	101-000-000-542-30-41-03	NPDES Grant
Gray & Osborne, Inc.	22464 invoice 3	NPDES Assistance	\$271.43	63787	6/7/2022	101-000-000-542-30-41-03	NPDES Grant
Gray & Osborne, Inc.	22488.01 invoice 3	NE 7TH ST OVERLAY	\$12,810.08	63787	6/7/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	21441 invoice 17	2101 NE 12 ST Pedestrian improvements	\$8,340.40	63787	6/7/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	22503 invoice 1	2205 LPR System	\$1,197.56	63787	6/7/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	22488 invoice 1	NE 7TH ST OVERLAY	\$2,007.36	63787	6/7/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	22512 invoice 1	2005 storm system assessment	\$3,441.51	63787	6/7/2022	307-000-000-595-30-63-02	Storm Sewer Improvements
Gray & Osborne, Inc. Total			\$31,888.87				
Herc Equipment Rental Corporation	Invoice - 32827920-001	compact track loader for playground	\$3,176.39	63788	6/7/2022	307-000-000-594-76-63-20	Park Improvements
Herc Equipment Rental Corporation Total			\$3,176.39				
Hermanson Company, LLP	Invoice 8027290	CH HRAC Maintenance	\$1,987.86	63789	6/7/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Hermanson Company, LLP	Invoice 8027171	Police HRAC Repair	\$652.00	63789	6/7/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Hermanson Company, LLP	8027797	Police Hot Water Repair	\$434.13	63856	6/23/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Hermanson Company, LLP Total			\$3,073.99				
Home Depot Credit Services	4711 6/10/22	Parts for benches and Tables	\$159.80	63857	6/23/2022	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	4711 05/26/22	Supplies ofr Playground Install	\$126.16	63857	6/23/2022	307-000-000-594-76-63-20	Park Improvements
Home Depot Credit Services	4711 5/25/22	Drainage Connectors for Playground Install	\$94.73	63857	6/23/2022	307-000-000-594-76-63-20	Park Improvements
Home Depot Credit Services Total			\$380.69				
Horticultural Elements, Inc.	Invoice 6411	may maint inst 84th ave median	\$4,490.00	63790	6/7/2022	101-000-000-542-30-41-00	Professional Services
Horticultural Elements, Inc.	6504	June Maintenance Installment	\$4,490.00	63858	6/23/2022	101-000-000-542-30-41-00	Professional Services
Horticultural Elements, Inc. Total			\$8,980.00				
Internal Revenue Service	CP161	December 2021 IRS Payroll Latefee	\$1,621.22	EFT Payment 6/21/2022 1:30:27 PM - 1	6/13/2022	001-000-000-514-20-21-00	Personnel Benefits
Internal Revenue Service Total			\$1,621.22				
Issaquah Glass	8171	Shower Glass Delivery	\$82.50	63832	6/17/2022	001-000-000-576-80-41-00	Professional Services
Issaquah Glass Total			\$82.50				
JR Mailing Services, Inc.	Invoice 23665	Mailing Cost with planning commission	\$738.42	63791	6/7/2022	001-000-000-518-10-49-30	Postcard, Public information
JR Mailing Services, Inc.	23674 A&B	Postcard Mailings	\$1,339.03	63859	6/23/2022	001-000-000-518-10-49-30	Postcard, Public information
JR Mailing Services, Inc. Total			\$2,077.45				
Kamins Construction Inc	Invoice PE 5	77 th ave finish 86th storm and paving	\$9,841.37	63792	6/7/2022	307-000-000-595-30-63-02	Storm Sewer Improvements
Kamins Construction Inc Total			\$9,841.37				
KC Dept of Water & Land Resources	119322	1st Trimester Payment	\$969.70	63833	6/17/2022	101-000-000-542-30-41-00	Professional Services
KC Dept of Water & Land Resources Total			\$969.70				
KC Office of Finance	11012164	KC INET	\$750.00	63860	6/23/2022	001-000-000-518-80-41-50	Technical Services, Software Services
KC Office of Finance Total			\$750.00				
King County Treasury	Invoice 2142062 Customer Number 21	Substance abuse Fee Q2	\$222.60	63793	6/7/2022	001-000-000-564-60-40-00	Mental Health Services-KC Substance Abuse
King County Treasury Total			\$222.60				
Konica Minolta Premier Finance	Invoice 76456207 5/15 - 6/14	PW Printer Copier	\$96.36	63794	6/7/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Konica Minolta Premier Finance	40161835	CH Copier	\$533.61	63861	6/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Konica Minolta Premier Finance	76320052	Printer Services	\$309.25	63822	6/17/2022	001-000-000-521-20-45-00	Equipment-Lease & Rentals
Konica Minolta Premier Finance	76648410	Printer Services	\$254.66	63822	6/17/2022	001-000-000-521-20-45-00	Equipment-Lease & Rentals
Konica Minolta Premier Finance	76051065	Printer Services	\$263.87	63822	6/17/2022	001-000-000-521-20-45-00	Equipment-Lease & Rentals
Konica Minolta Premier Finance Total			\$1,457.75				
Michael & JJ , LLC	1178	PD Dry Cleaning	\$190.78	63834	6/17/2022	001-000-000-521-20-22-00	Uniforms
Michael & JJ , LLC Total			\$190.78				
Moberly & Roberts, PLLC	Invoice 1039	City Prosecution Services	\$4,000.00	63795	6/7/2022	001-000-000-512-50-41-10	Prosecuting Attorney
Moberly & Roberts, PLLC Total			\$4,000.00				
Navia Benefit Solutions	Invoice - 10453764	Flex Fees April 2022	\$50.00	63796	6/7/2022	001-000-000-514-20-49-10	Miscellaneous
Navia Benefit Solutions	Invoice - 10467983	Flex Fees May 2022	\$50.00	63796	6/7/2022	001-000-000-514-20-49-10	Miscellaneous
Navia Benefit Solutions	10446158	March Flex Fees	\$50.00	63835	6/17/2022	001-000-000-514-20-49-10	Miscellaneous
Navia Benefit Solutions Total			\$150.00				
Norcom	Invoice 0001283	Dispatch Service	\$16,383.19	63797	6/7/2022	001-000-000-521-20-41-15	Dispatch Services-Norcom Trans
Norcom Total			\$16,383.19				

Northwestern University Center For Public Safety	Invoice 20324	Training PD command A Gidlof	\$4,200.00	63798	6/7/2022	001-000-000-521-20-43-00	Travel & Training
Northwestern University Center For Public Safety Total			\$4,200.00				
Ogden Murphy Wallace	May 2022 Invoices	May 2022 Attorney Fees	\$22,643.00	63836	6/17/2022	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace Total			\$22,643.00				
Original Watermen, Inc.	Invoice S76779	Uniforms Lifeguards	\$1,189.37	63799	6/7/2022	001-000-000-571-00-30-00	Uniforms - Lifeguards
Original Watermen, Inc. Total			\$1,189.37				
Osada, Ryan	June Reimbursement 3	Red Ribbon for Playground	\$20.91		6/21/2022	001-000-000-576-80-31-00	Operating Supplies
Osada, Ryan	June Reimbursement 2	2022 TIB Funding Workshop	\$119.34		6/21/2022	001-000-000-576-80-43-00	Travel & Training
Osada, Ryan Total			\$140.25				
Otak, Inc.	Invoice 000052200136	Tree Code Consultant	\$3,356.87	63800	6/7/2022	401-000-000-558-60-41-50	Landscape Consultant
Otak, Inc. Total			\$3,356.87				
Pro-shred	Invoice 53900	CH Shredding Service	\$55.66	63801	6/7/2022	001-000-000-518-10-41-00	Professional Services
Pro-shred	Invoice 53478	CH Shredding Service	\$55.66	63801	6/7/2022	001-000-000-518-10-41-00	Professional Services
Pro-shred	54229	CH Shredding Service	\$55.66	63862	6/23/2022	001-000-000-518-10-41-00	Professional Services
Pro-shred	52952	Community Shredder Day	\$1,593.00	63837	6/17/2022	001-000-000-521-20-49-60	Crime Prevention/Public Educ
Pro-shred Total			\$1,759.98				
Puget Sound Energy	Account 200018418620 3 periods 2/18 - 5/19	CH Utilities Gas Electric	\$4,648.96	63802	6/7/2022	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
Puget Sound Energy	Account 200004844698	NE 10th SE Camera	\$31.36	63802	6/7/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	Account 200024956076	82nd AVE NE Camera	\$30.58	63802	6/7/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	Account 200004844904	DDE Camera	\$33.42	63802	6/7/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	June 2022 4850133	NE 24th St Camera	\$24.12	63863	6/23/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	Account 200012316424	PW Shop Medina Pk Power	\$433.66	63802	6/7/2022	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	Account 200004844466	View Pt PK Power	\$15.10	63802	6/7/2022	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	June 5165	Street Light Power	\$12.38	63838	6/17/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	June 0087	Street Light Power	\$0.06	63838	6/17/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	June 1946	Street Light Power	\$105.72	63838	6/17/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	June 1912	Street Light Power	\$1,739.56	63838	6/17/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	June 2732	Street Light Power	\$29.23	63838	6/17/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy Total			\$7,104.15				
Republic Services, Inc. dba Rabanco, Ltd.	0172-008932753	Dumpster Service	\$1,284.66	63839	6/17/2022	001-000-000-576-80-41-04	Professional Services-Misc
Republic Services, Inc. dba Rabanco, Ltd.	0172-008932814	Debris Hauling for Playground Equipment	\$14,573.00	63839	6/17/2022	307-000-000-594-76-63-20	Park Improvements
Republic Services, Inc. dba Rabanco, Ltd.	0172-008895374	Debris Hauling Playground Equipment	\$10,992.32	63839	6/17/2022	307-000-000-594-76-63-20	Park Improvements
Republic Services, Inc. dba Rabanco, Ltd. Total			\$26,849.98				
Robert Half International Inc. dba Office Team	Invoice 60075314	Finance Dept Temp	\$3,720.00	63803	6/7/2022	001-000-000-514-20-11-00	Salaries & Wages
Robert Half International Inc. dba Office Team Total			\$3,720.00				
Seattle Times, The	Invoice 20530	Legal Notice Job Posting	\$1,138.30	63804	6/7/2022	001-000-000-518-10-44-00	Advertising
Seattle Times, The Total			\$1,138.30				
SHI International Corp	Invoice B15319159	Azure Overages	\$445.35	63805	6/7/2022	001-000-000-518-80-41-50	Technical Services, Software Services
SHI International Corp	B15404947	Azure Overages	\$510.15	63864	6/23/2022	001-000-000-518-80-41-50	Technical Services, Software Services
SHI International Corp	B15319159	Azure Overages	\$445.35	63864	6/23/2022	001-000-000-518-80-41-50	Technical Services, Software Services
SHI International Corp	B15315003	Azure Overages	\$492.43	63864	6/23/2022	001-000-000-518-80-41-50	Technical Services, Software Services
SHI International Corp Total			\$1,893.28				
Sound Law Center	2757	Hearing Examiner Services	\$1,895.00	63840	6/17/2022	401-000-000-558-60-41-02	Hearing Examiner
Sound Law Center Total			\$1,895.00				
Sound View Strategies, LLC	Invoice 2672	Consultant SR520	\$3,000.00	63806	6/7/2022	001-000-000-513-10-41-00	Professional Services
Sound View Strategies, LLC Total			\$3,000.00				
Spot-On Print & Design	Invoice 56845	Postcard for Planning Commission	\$490.60	63807	6/7/2022	001-000-000-518-10-49-30	Postcard, Public information
Spot-On Print & Design	56931	Tree Code and Housing Survey	\$955.90	63865	6/23/2022	001-000-000-518-10-49-30	Postcard, Public information
Spot-On Print & Design	56912	June Stormwater Mailing	\$134.12	63865	6/23/2022	001-000-000-518-10-49-30	Postcard, Public information
Spot-On Print & Design	Invoice 56820	NPDES	\$83.60	63807	6/7/2022	101-000-000-542-30-41-03	NPDES Grant
Spot-On Print & Design Total			\$1,664.22				
Staples Business Advantage	8066579721 (3)	CH Office Supplies	\$116.10	63866	6/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	8066579721 (4)	City Hall Supplies	\$8.47	63866	6/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	8066579721 ((2))	PD Office Supplies	\$215.79	63866	6/23/2022	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	8066579721	PD Office Supplies	\$6.29	63866	6/23/2022	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage Total			\$346.65				
Stewart MacNichols Harmell, Inc., PS	May 2022 Public Defender	Public Defender Services	\$250.00	63841	6/17/2022	001-000-000-515-91-40-00	Public Defender
Stewart MacNichols Harmell, Inc., PS Total			\$250.00				
SymbolArts, LLC (Leatham Family)	0431970-IN	Public Education	\$875.02	63867	6/23/2022	001-000-000-521-20-49-60	Crime Prevention/Public Educ
SymbolArts, LLC (Leatham Family) Total			\$875.02				
TIG Technology Integration Group	Invoice 5458751	USB Port for Council Camber	\$50.65	63808	6/7/2022	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
TIG Technology Integration Group	5453597	Surface Replacement Chargers	\$240.02	63868	6/23/2022	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
TIG Technology Integration Group	Invoice 21519	IT Managed Services	\$10,619.78	63808	6/7/2022	001-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group	5461236	Microsoft Surface	\$2,048.00	63868	6/23/2022	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
TIG Technology Integration Group	5461236	Microsoft Complete for BUS 2 Year Warranty	\$319.00	63868	6/23/2022	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
TIG Technology Integration Group	Invoice 21519	IT Managed Services	\$1,956.94	63808	6/7/2022	401-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group Total			\$15,234.39				
Tiki Car Wash	06.01.22	May PD Carwashes	\$53.71	63869	6/23/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Tiki Car Wash	Acct#59 Brown Bear	PD Car Cleaning	\$44.00	63869	6/23/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Tiki Car Wash Total			\$97.71				

Turf Star, Inc.	7229724-00	Mower Parts	\$65.20	63842	6/17/2022	001-000-000-576-80-48-00	Repair & Maint Equipment
Turf Star, Inc. Total			\$65.20				
US Bank	Burns May CC 6.21.22	Training Fiscal Policies	\$30.00			001-000-000-513-10-43-00	Travel & Training
US Bank	Nations May CC 6.21.22	Postage for CS	\$7.38			001-000-000-518-10-31-00	Office And Operating Supplies
US Bank	Nations May CC 6.21.22	Lodging for NW Clerks Training	\$980.64			001-000-000-518-10-43-00	Travel & Training
US Bank	Nations May CC 6.21.22	Washington Municipal Clerks Dues	\$75.00			001-000-000-518-10-49-20	Dues, Subscriptions
US Bank	Kellerman May CC 6.21.22	Public Storage	\$839.00			001-000-000-518-30-45-00	Facility Rental
US Bank	Crickmore May CC 6.21.22	LED Lights Credit	(\$544.77)			001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
US Bank	Crickmore May CC 6.21.22	LED Lights for CH	\$609.11			001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
US Bank	Crickmore May CC 6.21.22	LED Lights for CH	\$876.98			001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
US Bank	Nations May CC 6.21.22	Office Supplies	\$10.21			001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
US Bank	Nations May CC 6.21.22	Office Supplies	\$10.21			001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
US Bank	Nations May CC 6.21.22	Office Supplies, Equipment for IT	\$49.70			001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
US Bank	Nations May CC 6.21.22	4 powerstrips for Council Chambers	\$94.76			001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
US Bank	Kellerman May CC 6.21.22	Web Services for Internet Logs	\$0.28			001-000-000-518-80-41-50	Technical Services, Software Services
US Bank	Gidlof May CC 6.21.22	PD Uniforms	\$308.91			001-000-000-521-20-22-00	Uniforms
US Bank	Gidlof May CC 6.21.22	Space Cube	\$46.31			001-000-000-521-20-31-00	Office Supplies
US Bank	Gidlof May CC 6.21.22	Storage Box	\$70.95			001-000-000-521-20-31-00	Office Supplies
US Bank	Gidlof May CC 6.21.22	Privacy Screens	\$105.17			001-000-000-521-20-31-00	Office Supplies
US Bank	Gidlof May CC 6.21.22	PD Vehicle Seat Covers	\$115.56			001-000-000-521-20-31-40	Police Operating Supplies
US Bank	Gidlof May CC 6.21.22	Inflatable Life Jacket	\$111.71			001-000-000-521-20-31-40	Police Operating Supplies
US Bank	Gidlof May CC 6.21.22	Throw Bag for Water Rescue	\$31.92			001-000-000-521-20-31-40	Police Operating Supplies
US Bank	Gidlof May CC 6.21.22	Firearm Cleaner	\$99.00			001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
US Bank	Gidlof May CC 6.21.22	Ammo PD	\$65.34			001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
US Bank	Gidlof May CC 6.21.22	Ammo Range Targets	\$193.78			001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
US Bank	Gidlof May CC 6.21.22	Ammo Range Battery	\$16.50			001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
US Bank	Sass May CC 6.21.22	WATCH Employee Background	\$11.00			001-000-000-521-20-41-50	Recruitment-Background
US Bank	Sass May CC 6.21.22	Training Accommodation (Sass)	\$489.57			001-000-000-521-20-43-00	Travel & Training
US Bank	Gidlof May CC 6.21.22	Training - Anderson	\$125.00			001-000-000-521-20-43-00	Travel & Training
US Bank	Gidlof May CC 6.21.22	Book for Sergeant exam	\$57.20			001-000-000-521-20-43-00	Travel & Training
US Bank	Gidlof May CC 6.21.22	Internal PC SSD	\$110.09			001-000-000-521-20-48-00	Repairs & Maint-Equip & Evidence SW
US Bank	Crickmore May CC 6.21.22	Shop Supplies	\$345.42			001-000-000-576-80-31-00	Operating Supplies
US Bank	Crickmore May CC 6.21.22	Beaver Removal from Medina Park	\$137.63			001-000-000-576-80-41-00	Professional Services
US Bank	Crickmore May CC 6.21.22	Toro Mower Rear Tire	\$105.58			001-000-000-576-80-48-00	Repair & Maint Equipment
US Bank	Crickmore May CC 6.21.22	Safety Vests and Jacket for Seasonal Workers	\$127.78			101-000-000-542-30-31-00	Operating & Maintenance Supplies
US Bank	Crickmore May CC 6.21.22	Boots for Seasonal Workers	\$159.62			101-000-000-542-30-35-00	Small Tools/minor Equipment
US Bank	Osada May CC 6.21.22	Willow Tree Deposit	\$2,500.00			103-000-000-558-60-49-10	Miscellaneous-Tree Replacement
US Bank	Crickmore May CC 6.21.22	Wear Mats for Playground Install	\$911.50			307-000-000-594-76-63-20	Park Improvements
US Bank	Crickmore May CC 6.21.22	Diesel Fuel (Playground) Rental Equipment	\$300.00			307-000-000-594-76-63-20	Park Improvements
US Bank	Crickmore May CC 6.21.22	Diesel Fuel (Playground) Rental Equipment	\$220.00			307-000-000-594-76-63-20	Park Improvements
US Bank	Wilcox May CC 6.21.22	AWC Registration for Deputy Building Official	\$105.00			401-000-000-558-60-43-00	Travel & Training
US Bank	Wilcox May CC 6.21.22	Training for Department Director	\$100.00			401-000-000-558-60-43-00	Travel & Training
US Bank Total			\$10,009.04				
Utilities Underground Location Ctr	2050180	Utilities Locate Services	\$52.89			101-000-000-542-30-41-00	Professional Services
Utilities Underground Location Ctr	2030180-IN (Credit)	Credit Balance	(\$113.27)			101-000-000-542-30-47-00	Utility Services
Utilities Underground Location Ctr Total			(\$60.38)				
Voyager Systems	8693624262220	PD Fuel	\$1,957.41	63870	6/23/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Voyager Systems Total			\$1,957.41				
WA Assoc of Sheriffs & Police Chief	INV030588	Jeff Sass Conference Registration	\$350.00	63871	6/23/2022	001-000-000-521-20-43-00	Travel & Training
WA Assoc of Sheriffs & Police Chief Total			\$350.00				
WA ST Criminal Justice	201136539	New Officer Training	\$8,862.00	63872	6/23/2022	001-000-000-521-20-43-00	Travel & Training
WA ST Criminal Justice Total			\$8,862.00				
WA ST Dept of Licensing	2022 June JE CPL Fees	5 Licenses	\$90.00	63809	6/7/2022	631-000-000-589-30-01-00	Dept Of Lic-Gun Permit
WA ST Dept of Licensing Total			\$90.00				
WA ST Dept of Transportation	FB91017011221	Inspections Vehicle Fuel	\$541.25	63843	6/17/2022	401-000-000-558-60-32-00	Vehicle Expenses - Gas, Oil, Maint.
WA ST Dept of Transportation Total			\$541.25				
Washington Awards, Inc.	71714	Name Plate + Tahn	\$49.55	63873	6/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Washington Awards, Inc. Total			\$49.55				
Washington State Patrol	Invoice I22006798	Background Checks	\$66.25	63810	6/7/2022	001-000-000-521-20-41-50	Recruitment-Background
Washington State Patrol Total			\$66.25				
Watershed Company, The	2022-0949	Shoreline Master Program	\$451.25	63844	6/17/2022	401-000-000-558-60-41-55	Shoreline Consultant
Watershed Company, The Total			\$451.25				
Willard's Pest Control	Invoice 380623	CH Pest services	\$200.75	63811	6/7/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Willard's Pest Control Total			\$200.75				
Wood Environment & Infrastructure Solutions, Inc.	s51703134	Geotechnical Review Service	\$2,172.50	63845	6/17/2022	401-000-000-558-60-41-07	Engineering Consultant
Wood Environment & Infrastructure Solutions, Inc. Total			\$2,172.50				
Grand Total			\$ 630,793.45	AP Total			
Payroll	February 2022 Payroll	Salaries, Wages & Benefits	\$ 24,496.83	Total		001-000-000-513-10-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Salaries, Wages & Benefits	\$ 15,327.73	Total		001-000-000-514-20-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Salaries, Wages & Benefits	\$ 33,779.54	Total		001-000-000-518-10-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Salaries, Wages & Benefits	\$ 148,569.08	Total		001-000-000-521-20-11-00	Salaries, Wages & Benefits

Payroll	February 2022 Payroll	Salaries, Wages & Benefits	\$ 28,007.31	Total	101-000-000-542-30-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Salaries, Wages & Benefits	\$ 50,583.82	Total	001-000-000-558-60-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Salaries, Wages & Benefits	\$ 40,231.28	Total	001-000-000-576-80-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Salaries, Wages & Benefits	\$ 206.41	Total	001-000-000-571-00-10-00	Salaries, Wages & Benefits
			\$ 341,202.00	Payroll Total		



MEDINA, WASHINGTON

PLANNING COMMISSION MEETING

Virtual/Online

Tuesday, May 24, 2022 – 4:00 PM

MINUTES

COMMISSION CHAIR | Laurel Preston

COMMISSION VICE-CHAIR | Shawn Schubring

COMMISSIONERS | Laura Bustamante, Li-Tan Hsu, David Langworthy, Mark Nelson, Mike Raskin

PLANNING MANAGER | Stephanie Keyser

1. CALL TO ORDER / ROLL CALL

Chair Preston called the meeting to order at 4:05pm.

PRESENT

Chair Laurel Preston

Vice Chair Shawn Schubring

Commissioner Laura Bustamante

Commissioner David Langworthy arrived at 5:18pm

Commissioner Mark Nelson

Commissioner Mike Raskin

ABSENT

Commissioner Li-Tan Hsu

STAFF

Bennett, Burns, Kellerman, Keyser, Miner, Wilcox

2. APPROVAL OF MEETING AGENDA

By consensus, Planning Commission approved the meeting agenda as presented.

3. APPROVAL OF MINUTES

3.1 Planning Commission Minutes of April 26, 2022

Recommendation: Approve Minutes

Staff Contact: Rebecca Bennett, Development Services Coordinator

ACTION: Motion to approve amended minutes. (Approved 6-0)

Motion made by Vice Chair Schubring, Seconded by Commissioner Raskin.

Voting Yea: Chair Preston, Vice Chair Schubring, Commissioner Bustamante,

Commissioner Langworthy, Commissioner Nelson, Commissioner Raskin

4. ANNOUNCEMENTS

4.1 Staff/Commissioners

Keyser announced that starting in September we will be moving to a hybrid meeting. Preston announced that the tree code recommendations are in front of council. Burns updated commissioners on the buffer between transitional housing and schools.

5. AUDIENCE PARTICIPATION

Paul Saad and India Fitting spoke of their concerns to alternatives to original grade.

6. DISCUSSION

6.1 Alternatives to Original Grade

Recommendation: Discussion

Staff Contact(s): Stephanie Keyser, Planning Manager

Time Estimate: 60 minutes

Keyser gave an update for alternatives to original grade. Commissioners discussed and asked questions. Staff responded accordingly.

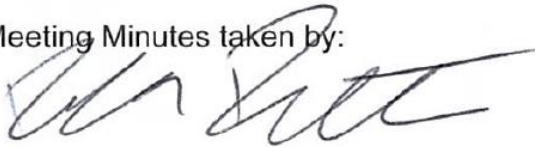
7. ADJOURNMENT

Meeting adjourned at 6:02pm.

ACTION: Motion to adjourn.

Motion made by Commissioner Nelson, Seconded by Vice Chair Schubring.
Voting Yea: Chair Preston, Vice Chair Schubring, Commissioner Bustamante,
Commissioner Langworthy, Commissioner Nelson, Commissioner Raskin

Meeting Minutes taken by:



Rebecca Bennett



MEDINA, WASHINGTON
MEDINA CITY COUNCIL
CITY COUNCIL SPECIAL MEETING

Virtual/Online

Monday, June 13, 2022 – 5:00 PM

MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Rossman called the special meeting to order in the Medina Council Chambers at 5:00 pm.

PRESENT

Mayor Jessica Rossman
 Deputy Mayor Randy Reeves
 Councilmember Cynthia Adkins
 Councilmember Jennifer Garone
 Councilmember Harini Gokul
 Councilmember Mac Johnston
 Councilmember Bob Zook

ABSENT

None

STAFF PRESENT

Steve Burns, Scott Missall, Ryan Osada, Steve Wilcox, Jeff Sass, Ryan Wagner, Dawn Nations, Aimee Kellerman

2. APPROVAL OF MEETING AGENDA

By consensus, the meeting agenda was approved as presented.

3. PUBLIC COMMENT PERIOD

Mayor Rossman opened the public comment period. There were no speakers. City Clerk Aimee Kellerman referred Council to the emailed public comment from Rebecca Johnston regarding gas-powered lawn equipment received on Friday, June 10, 2022. With no further comments, public comment was closed.

4. **PRESENTATIONS**

- 4.1 Reports and announcements from Park Board, Planning Commission, Emergency Preparedness, and City Council.

Director of Public Works, Ryan Osada announced that the grand re-opening of the Medina Park playground will be Tuesday, June 14, 2022, at 4:00 pm.

Planning Commission Chair Laurel Preston gave an update on Planning Commission work since the last meeting.

Interim Police Chief Sass reported that the next Emergency Preparedness meeting is scheduled for July 13, 2022 at 4:00 p.m.

5. **CONSENT AGENDA**

ACTION: Motion Zook second Reeves and carried by a 7:0 vote; Council approved the Consent Agenda as presented.

- 5.1 May 2022, Check Register
Recommendation: Approve.
Staff Contact: Ryan Wagner, Finance Director
- 5.2 Approved March 21, 2022 Park Board Meeting Minutes
Recommendation: Receive and file.
Staff Contact: Dawn Nations, Deputy City Clerk
- 5.3 Approved April 26, 2022 Planning Commission Meeting Minutes
Recommendation: Receive and file.
Staff Contact: Rebecca Bennett, Development Services Coordinator
- 5.4 Draft City Council Meeting Minutes of May 9, 2022
Recommendation: Adopt minutes.
Staff Contact: Aimee Kellerman, CMC, City Clerk
- 5.5 Medina Parks and Recreation Board and Planning Commission Appointment Confirmations
Recommendation: Approve.
Staff Contact: Aimee Kellerman, CMC, City Clerk
- 5.6 Ordinance Amending Council Meeting Date/Time/Location
Recommendation: Adopt Ordinance No. 1010.
Staff Contact: Aimee Kellerman, CMC, City Clerk

6. **LEGISLATIVE HEARING**

None.

7. **PUBLIC HEARING**

7.1 2023-2028 Six-Year Capital Improvement Plan (CIP/TIP/Non-TIP)

Recommendation: Approve.

Staff Contact: Ryan Osada, Public Works Director

Director of Public Works Ryan Osada gave a brief overview of the 2023-2028 Six-Year Capital Improvement Plan and Transportation Improvement Plan.

Council discussed, asked questions and staff responded.

Mayor Rossman opened the public hearing period. The following individual addressed the Council:

- Alexander Kruse commented regarding Medina's restriction on float plane moorage on docks.

With no further comments, the public hearing was closed.

ACTION: Motion Johnston second Reeves to approve as presented. Motion carried 7:0.

8. **CITY BUSINESS**

8.1 Ordinance Rescinding Street Vacation

Recommendation: Adopt Ordinance No. 1011.

Staff Contact: Scott Missall, City Attorney

City Attorney Scott Missall gave a brief update on the approved street vacation of 442 Upland Road. Council asked questions and staff responded.

ACTION: Motion Zook second Adkins and carried by a 7:0 vote; Council adopted Ordinance No 1011.

8.2 Management Transition Plan Update

Recommendation: Council executive session review, discussion and determination of next steps concerning the Management Transition Plan

Staff Contact: Scott Missall, City Attorney

City Attorney Scott Missall gave a brief update on the management transition plan.

ACTION: Update only; no action taken.

9. **INTERIM CITY MANAGER'S REPORT**

Police, Development Services, Finance, Central Services, Public Works, City Attorney

Director of Development Services Steve Wilcox gave an update on activities in Development Services.

Director of Public Works Ryan Osada gave an update on Public Works projects.

Interim Police Chief Jeff Sass gave an update on activities in the Police Department.

Director of Finance and HR Ryan Wagner gave an update on the city's finances and audits.

Interim City Manager Steve Burns gave a brief summary of his report.

10. REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE

None.

11. PUBLIC COMMENT

Mayor Rossman opened the public comment period. The following individual addressed the Council:

- Mark Nelson commented in support of Interim City Manager Steve Burns to become the permanent City Manager.

Mayor Rossman closed the public comment period.

At this point Council took a five-minute break.

12. EXECUTIVE SESSION

Council moved into Executive Session for an estimated time of 30 minutes at 7:09 p.m.

At 7:39 p.m. Council extended Executive Session for an additional up to 15 minutes.

RCW 42.30.110(1)(i)

To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Council moved back into the regular meeting at 7:54 p.m.

ACTION: No action was taken.

Council moved into a second Executive Session at 7:55 p.m. for an estimated time of 30 minutes.

RCW 42.30.110(1)(g)

To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW **42.30.140(4)**, discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual

employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

Council adjourned the Executive Session back into the regular meeting at 8:25 p.m.

ACTION: Motion Reeves to approve the proposed contract as prepared by the city attorney and included in the Council's executive session packet; direct the city attorney to finalize the contract and obtain Stephen Burns signature, followed by the Mayor's countersignature, for final acceptance by Council at its June 27 regular meeting; Appoint Stephen Burns as Medina's regular city manager effective July 1, 2022 and subject to completion of contract signatures above; and direct the city attorney to finalize the resolution paying retroactive compensation to Stephen Burns for his service as Interim City Manager from January 4 to June 30 at the flat rate of \$1,000 per month. This was seconded by Johnston and carried by 7:0 vote.

13. ADJOURNMENT

By consensus, Council adjourned the regular meeting at 8:30 p.m.

DRAFT



MEDINA, WASHINGTON

AGENDA BILL

Day, Month DD, 2022

Subject: Market Adjustments for Public Works and Development Services Directors

Category: Consent

Staff Contact: Stephen R. Burns, City Manager

Summary

During the first quarter of 2022, outgoing Finance Director Julie Ketter performed a salary comparison for the Public Works and Development Services Director positions. Information from Association of Washington Cities was used to perform a detailed analysis to determine a comparable salary range. The information and analysis indicated that both positions could use a positive market adjustment of 10%.

On June 8, 2022, the information was presented to the Medina Finance Committee. The Finance Committee agreed with the market adjustment increase and recommended the change take effect on July 1, 2022.

Attachment(s)

Public Works Director 2023 Salary Comparison Worksheet

Development Services Director 2023 Salary Comparison Worksheet

Budget/Fiscal Impact: \$13,670.40 for 2022 (50% to DS, 30% to Street, 20% to Parks)

Recommendation: Approval on Consent Agenda

City Manager Approval:

Proposed Council Motion: NA

ATTACHMENT 1

Public Works Director Comparison

1	#	Organization	Population	Benchma	Job	Position	Your job	Numb	Hours	Wages	Salary type	Minimum	Max or flat		Exempt	Job match	Position comments
8	74	City of Fircrest	6,860	Public		General	Public	1.00	40.00	Yes	Salary	\$8,099.00	\$10,336.00	-5.6%	Exempt	Essentially	
9	61	City of Clyde Hill	3,055	Public Works	Director	Exempt	Director	1.00	40.00	Yes	Flat rate		\$10,800.00	-1.4%	Exempt	Essentially comparable	In 2021, Clyde Hill provides a Sec 125 Cafeteria plan annual benefit of \$10,104.48 (paid monthly @ \$842.04) to all full time employees. Employees annually select how they would
10	174	City of La Center	3,960	Public Works	PW Dir..pdf	Civil Employees	Works	1.00	40.00	Yes	Flat rate		\$10,808.00	-1.3%	Exempt	Essentially comparable	
11	164	City of Sedro-Woolley	11,900	Public Works		Non-represented	Works	1.00	40.00	Yes	Flat rate		\$10,842.00	-1.0%	Exempt	Essentially comparable	
12	52	City of Yelm	9,470	Public	Revised	Exempt	Public	1.00	40.00	Yes	Salary	\$9,273.00	\$11,133.00	1.6%	Exempt		
13	88	City of Stanwood	7,425	Public		Non	Public	1.00	40.00	Yes	Salary	\$9,918.00	\$11,164.00	1.9%		Essentially	
14	152	City of Milton	8,460	Public Works		Exempt	Works	1.00	40.00	Yes	Salary range	\$8,210.00	\$11,373.00	3.8%	Exempt	Essentially comparable	
15	38	Town of	6,555	Public		Unrepresent	Public	1.00	40.00	Yes	Salary	\$9,945.00	\$11,634.00	6.2%	Exempt	Essentially	
16	51	City of Mountlake	22,640	Public	Director	Non-	Public	1.00	40.00	Yes	Salary	\$10,032.00	\$11,803.00	7.8%	Exempt	Essentially	Avg variance = 10.8%
17	141	City of Mount Vernon	36,540	Public Works		Directors	Works	1.00	40.00	Yes	Salary range	\$10,188.00	\$11,885.00	8.5%	Exempt	Essentially comparable	
18	46	City of Port	9,815	Public		General	Public	1.00	40.00	Yes	Salary	\$10,089.00	\$12,346.00	12.7%	Exempt	Essentially	
19	19	City of Duvall	8,090	Public		Non	PW	1.00	40.00	Yes	Salary	\$10,085.00	\$12,761.00	16.5%	Exempt	Essentially	
20	33	City of Newcastle	13,410	Public	Public	General non-	Public	1.00	40.00	Yes	Salary	\$10,262.92	\$13,065.00	19.3%	Exempt	Essentially	
21	99	City of Lake	35,460	Public		Non-	Public	1.00	40.00	Yes	Salary	\$10,473.87	\$13,252.86	21.0%	Exempt	Essentially	
22	176	City of Woodinville	12,800	Public Works	Public Works	Non-Represented	Works	1.00	40.00	Yes	Salary range	\$10,780.00	\$13,260.00	21.1%	Exempt	Essentially comparable	
23	43	City of Oak	23,080	Public		Non	Public	1.00	40.00	Yes	Salary	\$10,329.00	\$13,736.00	25.4%	Exempt	Essentially	
24	32	City of Bainbridge	25,360	Public		Non-	Public	1.00	40.00	Yes	Salary	\$11,231.00	\$14,083.00	28.6%	Exempt	Essentially	
25	6	City of North Bend	7,700	Public Works		Teamsters Local 763	Public Works	1.00	50.00	Yes	Salary range	\$11,500.00	\$14,100.00	28.7%	Exempt	Essentially comparable	
26	127	City of Snoqualmie	14,370	Public Works		Management and	Parks and	1.00	40.00	Yes	Salary range	\$12,699.00	\$14,109.00	28.8%			

ATTACHMENT 2

Development Services Director Comparison

A	B	C	D	F	G	K	L	M	O	P	Q	R
#	Organization	Population	Benchmark position	Position group	Your job title	Salary type	Minimum salary	Maximum salary		Exempt status	Job match	Position comments
	Used previously as comps	BO making more	<10K pop w/ higher sal	Regional "flavor" fits								
96	City of Medina	3,335.00	Building Official	Non-represented Employees	Development Services Director	Salary range	\$8,763.00	\$10,953.00	0.0%	Exempt	Essentially comparable	
195	City of Issaquah	39,840.00	Director	Non-Represented-Employees	Director	Salary range	\$11,076.58	\$15,029.48	37.2%	Exempt	Essentially comparable	Remove top three outliers
167	City of Mercer Island	24,990.00	Director	Non-Represented	Community Planning & Development-Director	Flat rate		\$14,409.00	31.6%	Exempt	Essentially comparable	Remove top three outliers
136	City of Bainbridge Island	25,360.00	Director	Non-Represented-Employees	Planning and Community Development-Coordinator	Salary range	\$11,231.00	\$14,083.00	28.6%	Exempt	Essentially comparable	Remove top three outliers
120	City of North Bend	7,700.00	Director	Exempt Employees	Community & Economic Development Director	Salary range	\$10,500.00	\$13,500.00	23.3%	Exempt	Essentially comparable	
14	Redmond	71,180.00	Building Official	Non-represented	Assistant Director Development Services	Salary range	\$9,907.00	\$13,376.00	22.1%	Exempt	Essentially comparable	
228	City of Woodinville	12,800.00	Director	Non-Represented Exempt Employees	Development Services Director	Salary range	\$10,780.00	\$13,260.00	21.1%	Exempt	Essentially comparable	Does not oversee Engineers.
184	City of Lake Stevens	35,460.00	Director	Non-represented	Community Development Director	Salary range	\$10,473.87	\$13,252.86	21.0%	Exempt	Essentially comparable	
108	City of Kenmore	23,770.00	Building Official	All City Employees	Development Services Director	Salary range	\$9,550.00	\$13,180.00	20.3%	Exempt	Essentially comparable	
41	Seattle	769,500.00	Building Official	General Employees	Manager 3, Engineering & Plans Review	Salary range	\$8,513.82	\$12,768.12	16.6%	Exempt	Essentially comparable	Available class specifications can
63	City of Bellevue	149,900.00	Building Official	Non-Represented	Asst. Dir, Development Services	Salary range	\$9,201.00	\$12,701.00	16.0%	Exempt	Essentially comparable	
198	City of Snoqualmie	14,370.00	Director	Management and Professional	Community Development Director	Salary range	\$11,051.00	\$12,278.00	12.1%			
89	City of Everett	114,700.00	Building Official	Appointive	Building Official	Salary range	\$9,433.00	\$12,268.00	12.0%	Exempt	Essentially comparable	
137	City of Newcastle	13,410.00	Director	General non-represented	Community Development Director	Salary range	\$9,530.75	\$12,248.67	11.8%	Exempt	Essentially comparable	
32	City of Bothell	48,920.00	Building Official	Non-represented	Building Official	Salary range	\$9,453.60	\$12,019.00	9.7%	Exempt	Essentially comparable	
203	City of Mount Vernon	36,540.00	Director	Directors	Development Services Director	Salary range	\$10,188.00	\$11,885.00	8.5%	Exempt	Essentially comparable	
19	City of Auburn	83,950.00	Building Official	Unaffiliated	Development Services Manager	Salary range	\$9,647.36	\$11,859.18	8.3%	Exempt	Essentially comparable	
147	City of Mountlake Terrace	22,640.00	Director	Non-Represented	Community and Economic Development Director	Salary range	\$10,032.00	\$11,803.00	7.8%	Exempt	Essentially comparable	
125	City of Duvall	8,090.00	Director	Non Represented	Community Development Director	Salary range	\$9,566.00	\$11,523.00	5.2%	Exempt	Essentially comparable	
98	City of Kent	132,400.00	Building Official	Non-Represented	Building Services Manager	Salary range	\$9,390.00	\$11,432.00	4.4%	Exempt	Essentially comparable	
38	Snohomish County	844,400.00	Building Official	Management Exempt	Division Manager	Salary range	\$8,003.65	\$11,309.65	3.3%	Exempt	Essentially comparable	
95	City of Covington	20,890.00	Building Official	Regular Full-time Employees	Chief Building Official	Salary range	\$9,415.00	\$11,242.00	2.6%	Exempt	Essentially comparable	
115	Vancouver	194,600.00	Building Official	Non-Represented	Building Official	Salary range	\$8,556.00	\$11,124.00	1.6%	Exempt	Essentially comparable	
3	City of Marysville	70,040.00	Building Official	Management	Building Official	Salary range	\$8,747.75	\$10,975.33	0.2%	Exempt	Essentially comparable	
174	City of Stanwood	7,425.00	Director	Non Represented	Community Development Director	Salary range	\$9,558.00	\$10,758.00	-1.8%	Exempt	Essentially comparable	
192	City of Black Diamond	5,990.00	Director	Teamsters Local 117 Professional Unit	Community Development Director	Salary range	\$8,383.00	\$10,190.00	-7.0%	Exempt	Essentially comparable	We also have a MDRT/Economic Development Director who is in
221	City of Sedro-Woolley	11,900.00	Director	Non-represented-employees	Planning-Director	Flat rate		\$9,761.00	-10.9%	Exempt	Essentially comparable	Remove bottom three outliers
205	City of Ferndale	15,270.00	Director	Administration	Community-Development-Director	Flat rate		\$9,583.00	-12.5%	Exempt		Remove bottom three outliers
177	Town of Friday Harbor	2,535.00	Director	Town of Friday Harbor Exempt	Land Use Administrator	Flat rate		\$8,650.00	-21.0%	Exempt	Essentially comparable	Remove bottom three outliers

Avg variance = 10%



MEDINA, WASHINGTON

AGENDA BILL

Monday, July 11, 2022

Subject: NE 7TH Street Improvements

Category: Consent

Staff Contact: Ryan Osada, Public Works Director

Summary

This Contract provides for storm and roadway improvements in and along NE 7th Street from 84th Avenue NE to Overlake Drive East. The work to be performed under this contract is separated into two separate schedules of work and includes, but is not limited to, storm system improvements, pavement planning and overlay, temporary erosion control and pedestrian and traffic control, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

Attachment(s)

Contract/Specifications

Project Plans

Bid Summary

Budget/Fiscal Impact: \$325,273.31 (Medina Cost \$24,951.00)

Staff Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: I move to authorize the City Manager to negotiate and enter into an agreement with Kamins Construction for the NE 7th Street Improvements project.

ATTACHMENT 1

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

NE 7TH STREET IMPROVEMENTS

G&O #22488
JUNE 2022



Gray & Osborne, Inc.
CONSULTING ENGINEERS

ATTACHMENT 1

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

NE 7TH STREET IMPROVEMENTS



6-14-22

G&O #22448
JUNE 2022



Gray & Osborne, Inc.

CONSULTING ENGINEERS

ATTACHMENT 1

CALL FOR BIDS

CITY OF MEDINA

**NE 7TH STREET IMPROVEMENTS
ENGINEER'S ESTIMATE \$278,000**

Sealed Proposals will be received by the undersigned at the City of Medina, 501 Evergreen Point Road, Medina, Washington 98039, up to 1:00 p.m.; local time on Wednesday, June 29, 2022, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the NE 7th Street Improvements.

This Contract provides for storm and roadway improvements in and along NE 7th Street from 84th Avenue NE to Overlake Drive East. The work to be performed under this contract is separated into two separate schedules of work and includes, but is not limited to, storm system improvements, pavement planning and overlay, temporary erosion control and pedestrian and traffic control, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

The Work shall be substantially complete within 30 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Medina, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "City of Medina" and in an amount of not less than five percent (5%) of the total Proposal amount.

Bid Documents for this project are available free-of-charge at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (206) 284-0860. Contract questions shall be directed only to the office of the Project Engineer.

Financing of the Project has been provided by City of Medina, Washington and Washington State Transportation Improvement Board. The City of Medina expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

(Signed) **AIMEE KELLERMAN**
CITY CLERK

ATTACHMENT 1

**CONTRACT PROVISIONS
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CITY OF MEDINA
NE 7TH STREET IMPROVEMENTS**

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ATTACHMENT 1

PART 1
BID DOCUMENTS

ATTACHMENT 1**BIDDER'S CHECKLIST****1. REQUIRED FORMS**

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-9)
- b. Bid Deposit or Proposal Bond (PB-1)

2. SUPPLEMENTAL BIDDER CRITERIA

The Apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria forms in the Appendix by noon of the second business day following the bid submittal deadline.

3. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Contract execution.

- a. Agreement (Pages A-1 - A-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

ATTACHMENT 1

NE 7TH STREET IMPROVEMENTSPROPOSAL

City of Medina
501 Evergreen Point Road
Medina, Washington 98039

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner will Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

PROPOSAL - Continued

ATTACHMENT 1

SCHEDULE A: STORM IMPROVEMENTS

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1 CALC	\$5,000.00	\$5,000.00
2.	SPCC Plan (1-07.15(1))	1 LS	\$ _____	\$ _____
3.	Mobilization, Cleanup and Demobilization (1-09.7)	1 LS	\$ _____	\$ _____
4.	Project Temporary Traffic Control (1-10.4(1))	1 LS	\$ _____	\$ _____
5.	Clearing and Grubbing (2-01.5)	1 LS	\$ _____	\$ _____
6.	Removal of Structures and Obstructions (2-02.5)	1 LS	\$ _____	\$ _____
7.	Locate Existing Utilities (2-09.5)	1 LS	\$ _____	\$ _____
8.	Crushed Surfacing Top Course (4-04.5)	35 TN	\$ _____	\$ _____
9.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	30 TN	\$ _____	\$ _____
10.	PVC Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	130 LF	\$ _____	\$ _____
11.	DI Storm Sewer Pipe, 6 In. Diam. (Incl. Bedding) (7-04.5)	20 LF	\$ _____	\$ _____
12.	DI Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding) (7-04.5)	200 LF	\$ _____	\$ _____
13.	DI Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	48 LF	\$ _____	\$ _____
14.	Concrete Inlet (7-05.5)	7 EA	\$ _____	\$ _____
15.	Catch Basin, Type 1 (7-05.5)	4 EA	\$ _____	\$ _____
16.	Removal of Unsuitable Material (Trench) (7-08.5)	5 CY	\$ _____	\$ _____
17.	Bank Run Gravel for Trench Backfill (7-08.5)	60 TN	\$ _____	\$ _____

PROPOSAL - Continued

ATTACHMENT 1

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
18.	Trench Excavation Safety Systems (7-08.5)	1 LS	\$ _____	\$ _____
19.	Plug Existing Pipe (7-08.5)	4 EA	\$ _____	\$ _____
20.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$ _____	\$ _____
21.	Topsoil, Type A (8-02.5)	8 CY	\$ _____	\$ _____
22.	Bark or Wood Chip Mulch (8-02.5)	2 CY	\$ _____	\$ _____
23.	Sod Installation (8-02.5)	70 SY	\$ _____	\$ _____
24.	Cement Concrete Driveway Repair (8-06.5)	21 SY	\$ _____	\$ _____
Subtotal (Schedule A):				\$ _____
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):				\$ _____ 0.00
TOTAL CONSTRUCTION COST (SCHEDULE A):				\$ _____

PROPOSAL - Continued

ATTACHMENT 1

SCHEDULE B: OVERLAY

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization, Cleanup and Demobilization (1-09.7)	1 LS	\$ _____	\$ _____
2.	Project Temporary Traffic Control (1-10.4(1))	1 LS	\$ _____	\$ _____
3.	Unsuitable Foundation Excavation, Incl. Haul (2-03.5)	10 CY	\$ _____	\$ _____
4.	Pavement Repair Excavation, Incl. Haul (5-04.5)	50 SY	\$ _____	\$ _____
5.	Planing Bituminous Pavement (5-04.5)	4,150 SY	\$ _____	\$ _____
6.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	520 TN	\$ _____	\$ _____
7.	Job Mix Compliance Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
8.	Compaction Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
9.	Adjust Catch Basin (7-05.5)	4 EA	\$ _____	\$ _____
10.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$ _____	\$ _____
11.	Plastic Stop Line (8-22.5)	60 LF	\$ _____	\$ _____
Subtotal (Schedule B):				\$ _____
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):				\$ _____ 0.00
TOTAL CONSTRUCTION COST (SCHEDULE B):				\$ _____

PROPOSAL - Continued

ATTACHMENT 1

BID SUMMARY

- 1. TOTAL CONSTRUCTION COST
(SCHEDULE A forwarded from page P-3):..... \$ _____

- 2. TOTAL CONSTRUCTION COST
(SCHEDULE B forwarded from page P-4):..... \$ _____

- 3. TOTAL CONSTRUCTION COST
(SCHEDULES A AND B)..... \$ _____

Note: A bid must be received on all items.

PROPOSAL - Continued

ATTACHMENT 1

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Bidder will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount

PROPOSAL - Continued

ATTACHMENT 1

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the five categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
Heating, Ventilation and Air Conditioning	
Plumbing	
Electrical	
Structural Steel Installation	
Rebar Installation	

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 30 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 35 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,500.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the

PROPOSAL - Continued**ATTACHMENT 1**

Substantial Completion Date is achieved and \$700.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is _____;
 Dept. of Licensing Contractor's Registration No. is _____;
 Unified Business Identifier Number is _____;
 Excise Tax Registration Number is _____; and
 Employment Security Account Number is _____.

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date June 15, 2022, that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

ATTACHMENT 1

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ of _____ as principal, and the _____

_____ a corporation duly organized under the laws of the state of _____, _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the CITY OF MEDINA in the full and penal sum of five percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction project, to wit:

NE 7TH STREET IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the CITY OF MEDINA within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

ATTACHMENT 1

PART 2
AGREEMENT AND BONDS

ATTACHMENT 1**AGREEMENT**

THIS AGREEMENT is entered into by and between the **CITY OF MEDINA** (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

[Include description of all schedules, alternate or additive items awarded]

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within _____ working days (the Substantial Completion Date) and physically complete the Work within _____ working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$ _____) per day for each working day beyond the Substantial Completion Date until the Contractor achieves substantial completion of the Work and (\$ _____) per day for each working day beyond the Physical Completion Date until the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

AGREEMENT – Continued

ATTACHMENT 1

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

For purpose of indemnifying and defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.
 _____ (Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

AGREEMENT – Continued

ATTACHMENT 1

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF MEDINA

CONTRACTOR

By _____

License No. _____

By _____

Date _____

Title _____

Attest _____

Name and Address for giving notices (print)

INFORMATION ONLY

**PUBLIC WORKS PERFORMANCE BOND
to CITY OF MEDINA, WA**

ATTACHMENT 1

Bond No. _____

The **CITY OF MEDINA**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as NE 7th Street Improvements in Medina, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____ **amount to include sales tax**) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date

Surety Signature _____ Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

**PUBLIC WORKS PAYMENT BOND
to CITY OF MEDINA, WA**

ATTACHMENT 1

Bond No. _____

The **CITY OF MEDINA**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as NE 7th Street Improvements in Medina, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____ **amount to include sales tax**) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

ATTACHMENT 1

PART 3
SPECIAL PROVISIONS

ATTACHMENT 1

1 INTRODUCTION TO THE SPECIAL PROVISIONS

2
3 (December 10, 2020 APWA GSP)
4

5 The work on this project shall be accomplished in accordance with the *Standard*
6 *Specifications for Road, Bridge and Municipal Construction*, 2022 edition, as
7 issued by the Washington State Department of Transportation (WSDOT) and the
8 American Public Works Association (APWA), Washington State Chapter (hereafter
9 “Standard Specifications”). The Standard Specifications, as modified or
10 supplemented by these Special Provisions, all of which are made a part of the
11 Contract Documents, shall govern all of the Work.
12

13 These Special Provisions are made up of both General Special Provisions (GSPs)
14 from various sources, which may have project-specific fill-ins; and project-specific
15 Special Provisions. Each Provision either supplements, modifies, or replaces the
16 comparable Standard Specification, or is a new Provision. The deletion,
17 amendment, alteration, or addition to any subsection or portion of the Standard
18 Specifications is meant to pertain only to that particular portion of the section, and
19 in no way should it be interpreted that the balance of the section does not apply.
20

21 The project-specific Special Provisions are not labeled as such. The GSPs are
22 labeled under the headers of each GSP, with the effective date of the GSP and its
23 source. For example:
24

- 25 (March 8, 2013 APWA GSP)
- 26 (April 1, 2013 WSDOT GSP)
- 27 (May 1, 2013 G&O GSP)

28
29 Also incorporated into the Contract Documents by reference are:
30

- 31 • *Manual on Uniform Traffic Control Devices for Streets and Highways*,
32 currently adopted edition, with Washington State modifications, if any
- 33 • *Standard Plans for Road, Bridge and Municipal Construction*,
34 WSDOT/APWA, current edition
35

36 Contractor shall obtain copies of these publications, at Contractor’s own expense.

ATTACHMENT 1

DIVISION 1
GENERAL REQUIREMENTS

ATTACHMENT 1

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for storm and roadway improvements in and along NE 7th Street from 84th Avenue NE to Overlake Drive East. The work to be performed under this contract is separated into two separate schedules of work:

Schedule A is funded by the City and includes approximately 400 linear feet of storm pipe and catch basins to be installed at various locations along the project alignment to address existing drainage concerns.

Schedule B is funded in part by the City and the Washington State Transportation Improvement Board and includes for the overlay of NE 7th Street from 84th Avenue NE to Overlake Drive East. This schedule of work includes pavement planing, casting adjustments, surface restoration and replacement of pavement markings.

All schedules of work include temporary erosion control and pedestrian and traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS**1-01.3 Definitions**

(February 7, 2022 G&O GSP)

Delete the definition of "Bid Documents," "Completion Dates," "Contract" and "Contracting Agency."

This Section is supplemented with the following:

All references in the Standard Specifications and WSDOT General Special Provisions to the terms "Department of Transportation," "Washington State Transportation Commission," "Commission," "Secretary of Transportation," "Secretary," "Headquarters," and "State Treasurer" shall be revised to read "Contracting Agency."

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 All references to “State Materials Laboratory” shall be revised to read
2 “Contracting Agency designated location.”

3

4 All references to “final contract voucher certification” shall be interpreted to
5 mean the Contracting Agency form(s) by which final payment is authorized,
6 and final completion and acceptance granted.

7

8 **Additive**

9 A supplemental unit of work or group of bid items, identified separately in
10 the Proposal, which may, at the discretion of the Contracting Agency, be
11 awarded in addition to the base bid.

12

13 **Alternate**

14 One of two or more units of work or groups of bid items, identified separately
15 in the Proposal, from which the Contracting Agency may make a choice
16 between different methods or material of construction for performing the
17 same work.

18

19 **Bid Documents**

20 The component parts of the proposed Contract which may include, but are
21 not limited to, the Proposal form, the proposed Contract Provisions, the
22 proposed Contract Plans, Addenda, and Subsurface Boring Logs (if any).

23

24 **Business Day**

25 A business day is any day from Monday through Friday, except holidays as
26 listed in Section 1-08.5.

27

28 **Contract**

29 The written agreement between the Contracting Agency and the Contractor.
30 It describes, among other things:

31

- 32 1. What work will be done, and by when;
- 33 2. Who provides labor and materials; and
- 34 3. How Contractor will be paid.

35

36 The Contract includes the Contract (Agreement) form, bidder’s completed
37 Proposal Form, all required certificates and affidavits, performance and
38 payment bonds, Standard Specifications for Road, Bridge and Municipal
39 Construction, Contract Provisions, Contract Plans, Standard Plans,
40 addenda and change orders.

41

42 **Contract Bond**

43 The definition in the Standard Specifications for “Contract Bond” applies to
44 whatever bond form(s) are required by the Contract Documents, which may
45 be a combination of a Payment Bond and a Performance Bond.

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

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Contract Documents

See definition for "Contract."

Contract Time

The period of time established by the terms and conditions of the contract within which the Work must be completed.

Contracting Agency (Owner)

Agency of Government that is responsible for the execution and administration of the Contract.

Dates***Bid Opening Date***

The date on which the Contracting Agency publicly opens and reads the bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the Work.

Contract Execution Date

The date when both the Contractor and the Contracting Agency have signed the Agreement, binding themselves to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. The Engineer has received from the Contractor record drawings, operation and maintenance manuals, manufacturers' affidavits, and software and programming.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

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2

Completion Date

3

4

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Final Acceptance Date

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Notice of Award

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Notice to Proceed

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21

22

Traffic

23

24

25

1-02 BID PROCEDURES AND CONDITIONS

26

27

1-02.1 Prequalification of Bidders

28

29

Delete this Section and replace it with the following:

30

31

1-02.1 Qualifications of Bidder

32

33

34

(January 24, 2011 APWA GSP)

35

36

37

38

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

39

1-02.1(1) Supplemental Qualifications Criteria

40

41

(April 6, 2018 G&O GSP)

42

43

44

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1 evaluation and the deadline for appealing a determination that a Bidder is not
 2 responsible. These criteria are contained in Section 1-02.14.

3
 4 **1-02.2 Plans and Specifications**

5 (June 27, 2011 G&O GSP)

6
 7 Delete this Section and replace it with the following:

8
 9 Information as to where Bid Documents can be obtained or reviewed is
 10 contained in the Call for Bids (Advertisement for Bids) for the Work.

11
 12 After Award of the Contract, Plans and Contract Provisions will be issued to
 13 the Contractor at as stated below:

14	15 To Prime Contractor	16 No. of Sets	17 Basis of Distribution
18	19 Contract Provisions	20 5	21 Furnished automatically
22	23 Reduced Plans (11" x 17")	24 1	25 Furnished automatically

26 Additional Plans and other Contract Provisions may be purchased by the
 27 Contractor.

28
 29 **1-02.4 Examination of Plans, Specifications, and Site of Work**

30
 31 **1-02.4(1) General**

32 (January 19, 2022 APWA GSP Option A)

33 The first sentence of the ninth paragraph, beginning with “Any prospective Bidder
 34 desiring...”, is revised to read:

35
 36 Any prospective Bidder desiring an explanation or interpretation of the Bid
 37 Documents, must request the explanation or interpretation in writing soon
 38 enough to allow a written reply to reach all prospective Bidders before the
 39 submission of their Bids.

40 (June 16, 2006 G&O GSP)

41 This Section is supplemented with the following:

42 Contractor shall review the entire Contract to ensure that the completeness
 43 of their Proposal includes all items of Work regardless of where shown in
 44 the Contract. Bidders are cautioned that alternate sources of information
 (copies of the Contract obtained from third parties) are not necessarily an

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 accurate or complete representation of the Contract. Bidders shall use such
2 information at their own risk.

3

4 **1-02.4(2) Subsurface Information**

5 (February 7, 2022 G&O GSP)

6

7 Delete this Section and replace it with the following:

8

9 If the Contracting Agency has made a subsurface investigation of the site
10 of the proposed Work, the boring log data and soil sample test data
11 accumulated by the Contracting Agency will be made available for
12 inspection by the Bidders. However, the Contracting Agency makes no
13 representation or warranty, expressed or implied, that:

14

15 a. The Bidders' interpretations from the boring logs may be
16 correct;

17

18 b. Moisture conditions and indicated water tables will not vary
19 from those found at the time the borings were made;

20

21 c. The ground at the location of the borings has not been
22 physically disturbed or altered after the boring was made; and

23

24 d. Conditions below the surface of the ground are consistent
25 throughout the site with the information made available
26 hereunder, or that conditions to be encountered on the site
27 are uniform or consistent with geological conditions usually
28 encountered in the area.

29

30 The Contracting Agency makes no representations, guarantees, or
31 warranties as to the condition, materials, or proportions of the materials
32 between the specific borings, regardless of any subsurface information the
33 Contracting Agency may make available to the prospective Bidders.
34 Bidders are solely responsible for making the necessary investigations to
35 support and/or verify any conclusions or assumptions used in preparation
36 of their bids.

37

38 Any subsurface investigations and analysis were carried out for design
39 purposes only. Contractor may not rely upon or make any claim against
40 Contracting Agency, Engineer, or any of their subconsultants, with respect
41 to:

42

43 1. The completeness of such reports for Contractor's purposes,
44 including, but not limited to, any aspects of the means, methods,
45 techniques, sequences, and procedures of construction to be

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 employed by Contractor, and safety precautions and programs
2 incident thereto; or
3

4 2. Other conclusions, interpretations, opinions, representations, and
5 information contained in such reports; or
6

7 3. Any Contractor interpretation of or conclusion drawn from any
8 "technical data" or any such other data, conclusions, interpretations,
9 opinions or information.
10

11 The availability of subsurface information from the Contracting Agency shall
12 not relieve the Bidder or the Contractor from any risks or of any duty to make
13 examinations and investigations as required by Section 1-02.4(1) or any
14 other responsibility under the Contract or as may be required by law.
15

1-02.5 Proposal Forms

16 (June 27, 2011 G&O GSP)
17
18

19 Delete this Section and replace it with the following:
20

21 Proposals shall be submitted on the Proposal Form, which is included with
22 the Contract. All Proposals shall be completed, signed and dated.
23

24 The Proposal Form will identify the project and its location and describe the
25 Work. It will also list estimated quantities, units of measurement, the items
26 of work, and the materials to be furnished at the lump sum and/or unit bid
27 prices. The Bidder shall complete spaces on the Proposal Form that call for,
28 but are not limited to, unit prices; extensions; summations; the total bid
29 amount; signatures; date; and, where applicable, retail sales taxes and
30 acknowledgment of addenda; the bidder's name, address, telephone
31 number, and signature; the Bidder's D/M/WBE commitment, if applicable; a
32 State of Washington Contractor's Registration Number; and a Business
33 License Number, if applicable. Bids shall be completed by typing or shall
34 be printed in ink by hand, preferably in black ink. Required certifications are
35 included as part of the Proposal Form.
36

37 The Contracting Agency reserves the right to arrange the proposal forms
38 with alternates and additives, if such be to the advantage of the Contracting
39 Agency. The Bidder shall bid on all alternates and additives set forth in the
40 Proposal form unless otherwise specified.
41
42

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-02.6 Preparation of Proposal**

(June 25, 2021 G&O GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace it with the following:

The Bidder shall certify compliance with Contractor Certification Wage Law. The certification is included in the Proposal form.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

All Proposals submitted shall, on their face, remain valid for a period of 60 days following the date of Bid opening. In the event of a conflict in this duration, which may appear elsewhere in the Contract Provisions, the longest duration shall apply.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-02.7 Bid Deposit**

(March 8, 2013 G&O GSP)

Supplemented this Section with the following:

Bid bonds shall contain the following:

1. The name of the project;
2. The name of the Contracting Agency, named as the obligee;
3. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
4. The signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the Proposal should agree with the signature on the bond, and the title of the person must accompany the said signature;
5. The signature of the surety's officer empowered to sign the bond, and the power of attorney.

The Bidder must use the bond form included in the Contract.

1-02.9 Delivery of Proposal

(January 3, 2012 G&O GSP)

Delete this section in its entirety and replace with the following:

The Proposal, bid deposit, and all other certificates, forms or other documents required by any Contract Provisions to be executed and delivered with said Proposal shall be submitted, in a sealed package, addressed to the Contracting Agency, and plainly marked "Proposal for _____ (insert name of project as shown on the Proposal) to be opened on the _____ day of _____, 20____," (said day, month and year to be used as shown in the published Call for Bids).

The Contracting Agency will not consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals, or received in a location other than that specified for receipt of Proposal. Emailed or faxed Proposals or supplement to a Proposal are not acceptable.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-02.10 Withdrawing, Revising, or Supplementary Proposal**

(July 23, 2015 APWA GSP)

Delete this Section and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.11 Combination and Multiple Proposals

(June 16, 2006 G&O GSP)

Delete this Section in its entirety.

1-02.13 Irregular Proposals

(March 29, 2018 G&O GSP)

Delete this Section and replace it with the following:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1 b. The authorized proposal form furnished by the Contracting
2 Agency is not used or is altered;
3
4 c. The completed proposal form contains any unauthorized
5 additions, deletions, alternate Bids, or conditions;
6
7 d. The Bidder adds provisions reserving the right to reject or
8 accept the award, or enter into the Contract;
9
10 e. A price per unit cannot be determined from the Bid Proposal;
11
12 f. The Proposal form is not properly executed;
13
14 g. The Bidder fails to submit or properly complete a
15 Subcontractor list, if applicable, as required in Section 1-02.6;
16
17 h. The Bidder fails to submit or properly complete a
18 Disadvantaged Business Enterprise Certification, if
19 applicable, as required in Section 1-02.6;
20
21 i. The Bid Proposal does not constitute a definite and
22 unqualified offer to meet the material terms of the Bid
23 invitation; or
24
25 j. More than one proposal is submitted for the same project from
26 a Bidder under the same or different names.
27
28 2. A Proposal may be considered irregular and may be rejected if:
29
30 a. The Proposal does not include a unit price for every Bid item;
31
32 b. Any of the unit prices are excessively unbalanced (either
33 above or below the amount of a reasonable Bid) to the
34 potential detriment of the Contracting Agency;
35
36 c. Receipt of Addenda is not acknowledged;
37
38 d. A member of a joint venture or partnership and the joint
39 venture or partnership submit Proposals for the same project
40 (in such an instance, both Bids may be rejected); or
41
42 e. If Proposal form entries are not made in ink.
43

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-02.14 Disqualification of Bidders**

(April 6, 2018 G&O GSP)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1 through 8 in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1. Evidence that the Bidder meets Supplemental Criteria 2 through 8 shall be provided by the Bidder as stated later in this Section.

1. Federal Debarment

A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

2. Delinquent State Taxes

A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

B. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Department of Revenue. If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

3. Claims Against Retainage and Bonds

A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the 3 years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its Subcontractors, suppliers, and workers, unless there are

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 extenuating circumstances and such circumstances are
2 deemed acceptable to the Contracting Agency.

3
4 B. Documentation: The Bidder shall, if and when required as
5 detailed below, sign a statement (on a form to be provided by
6 the Contracting Agency) that the Bidder has not had claims
7 against retainage and bonds in the 3 years prior to the bid
8 submittal date. If the Bidder has had claims against retainage
9 and bonds in the 3 years prior to the bid submittal date, they
10 shall submit a list of the public works projects completed in the
11 3 years prior to the bid submittal date that have had claims
12 against retainage and bonds and include for each project the
13 following information:

- 14
- 15 • Name of project
- 16 • The owner and contact information for the owner;
- 17 • A list of claims filed against the retainage and/or
- 18 payment bond for any of the projects listed;
- 19 • A written explanation of the circumstances
- 20 surrounding each claim and the ultimate resolution of
- 21 the claim.
- 22

23 4. **Public Bidding Crime**

24

25 A. Criterion: The Bidder and/or its owners shall not have been
26 convicted of a crime involving bidding on a public works
27 contract in the 5 years prior to the bid submittal date.

28

29 B. Documentation: The Bidder, if and when required as detailed
30 below, shall sign a statement (on a form to be provided by the
31 Contracting Agency) that the Bidder and/or its owners have
32 not been convicted of a crime involving bidding on a public
33 works contract.

34

35 5. **Termination for Cause / Termination for Default**

36

37 A. Criterion: The Bidder shall not have had any public works
38 contract terminated for cause or terminated for default by a
39 government agency in the 5 years prior to the bid submittal
40 date, unless there are extenuating circumstances and such
41 circumstances are deemed acceptable to the Contracting
42 Agency.

43

44 B. Documentation: The Bidder, if and when required as detailed
45 below, shall sign a statement (on a form to be provided by the

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Contracting Agency) that the Bidder has not had any public
 2 works contract terminated for cause or terminated for default
 3 by a government agency in the 5 years prior to the bid
 4 submittal date; or if Bidder was terminated, describe the
 5 circumstances.

6
 7 **6. Lawsuits**

8
 9 A. Criterion: The Bidder shall not have lawsuits with judgments
 10 entered against the Bidder in the 5 years prior to the bid
 11 submittal date that demonstrate a pattern of failing to meet the
 12 terms of contracts, unless there are extenuating
 13 circumstances and such circumstances are deemed
 14 acceptable to the Contracting Agency.

15
 16 B. Documentation: The Bidder, if and when required as detailed
 17 below, shall sign a statement (on a form to be provided by the
 18 Contracting Agency) that the Bidder has not had any lawsuits
 19 with judgments entered against the Bidder in the 5 years prior
 20 to the bid submittal date that demonstrate a pattern of failing
 21 to meet the terms of contracts, or shall submit a list of all
 22 lawsuits with judgments entered against the Bidder in the five
 23 years prior to the bid submittal date, along with a written
 24 explanation of the circumstances surrounding each such
 25 lawsuit. The Contracting Agency shall evaluate these
 26 explanations to determine whether the lawsuits demonstrate
 27 a pattern of failing to meet of terms of construction related
 28 contracts.

29
 30 **7. Contract Time (Liquidated Damages)**

31
 32 A. Criterion: The Bidder shall not have had liquidated damages
 33 assessed on any projects it has completed 5 years prior to the
 34 bid submittal date that demonstrate a pattern of failing to meet
 35 contract time, unless there are extenuating circumstances
 36 and such circumstances are deemed acceptable to the
 37 Contracting Agency.

38
 39 B. Documentation: The Bidder, if and when required as detailed
 40 below, shall sign a statement (on a form to be provided by the
 41 Contracting Agency) that the Bidder has not had liquidated
 42 damages assessed on any projects it has completed within
 43 the five years prior to the bid submittal date, or shall submit a
 44 list of Projects with assessed liquidated damages along with

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1 Owner contact information, and number of days assessed
 2 liquidated damages.
 3

4 **8. Capacity and Experience**

5
 6 A. Criterion: The Bidder shall have sufficient current capacity
 7 and the project superintendent assigned to the project shall
 8 have experience to meet the requirements of this Project. The
 9 Bidder and the project superintendent shall have successfully
 10 completed at least two projects as prime contractor, of a
 11 similar size and scope, during the 5-year period immediately
 12 preceding the bid submittal deadline for this project. Similar
 13 size is defined as a minimum of 70 percent of the bid amount
 14 submitted by the Bidder.
 15

16 B. Documentation: The Bidder shall, if and when required as
 17 detailed below, on a form to be provided by the Contracting
 18 Agency, provide the Bidder’s gross dollar amount of work
 19 currently under contract, the Bidder’s gross dollar amount of
 20 contracts currently not completed, five major pieces of
 21 equipment anticipated to be on the project and whether the
 22 equipment is leased or owned, name of superintendent
 23 assigned to this project and their number of years of
 24 experience, and two project references of similar size and
 25 scope during the five year period immediately preceding the
 26 bid submittal deadline for this project. The Contracting
 27 Agency may check owner references for the previous projects
 28 and may evaluate the owner’s assessment of the Bidder
 29 performance.
 30

31 As evidence that the Bidder meets Supplemental Responsibility Criteria 2
 32 through 8 stated above, the apparent two lowest Bidders must submit to the
 33 Contracting Agency by 12:00 P.M. (noon) of the second business day
 34 following the bid submittal deadline, a written statement verifying that the
 35 Bidder meets Supplemental Criteria 2 through 8 together with supporting
 36 documentation (sufficient in the sole judgment of the Contracting Agency)
 37 demonstrating compliance with Supplemental Responsibility Criteria 2
 38 through 8. The Contracting Agency reserves the right to request further
 39 documentation as needed from the low bidder and documentation from
 40 other Bidders as well to assess Bidder responsibility and compliance with
 41 all bidder responsibility criteria. The Contracting Agency also reserves the
 42 right to obtain information from third-parties and independent sources of
 43 information concerning a Bidder’s compliance with the mandatory and
 44 supplemental criteria, and to use that information in their evaluation. The

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Contracting Agency may consider mitigating factors in determining whether
2 the Bidder complies with the requirements of the Supplemental Criteria.

3
4 The basis for evaluation of Bidder compliance with these mandatory and
5 Supplemental Criteria shall include any documents or facts obtained by
6 Contracting Agency (whether from the Bidder or third parties) including but
7 not limited to: (i) financial, historical, or operational data from the Bidder;
8 (ii) information obtained directly by the Contracting Agency from others for
9 whom the Bidder has worked, or other public agencies or private
10 enterprises; and (iii) any additional information obtained by the Contracting
11 Agency which is believed to be relevant to the matter.

12
13 If the Contracting Agency determines the Bidder does not meet the bidder
14 responsibility criteria above and is therefore not a responsible Bidder, the
15 Contracting Agency shall notify the Bidder in writing, with the reasons for its
16 determination. If the Bidder disagrees with this determination, it may appeal
17 the determination within 2 business days of the Contracting Agency's
18 determination by presenting its appeal and any additional information to the
19 Contracting Agency. The Contracting Agency will consider the appeal and
20 any additional information before issuing its final determination. If the final
21 determination affirms that the Bidder is not responsible, the Contracting
22 Agency will not execute a contract with any other Bidder until at least
23 2 business days after the Bidder determined to be not responsible has
24 received the Contracting Agency's final determination.

25
26 Request to Change Supplemental Bidder Responsibility Criteria Prior To
27 Bid: Bidders with concerns about the relevancy or restrictiveness of the
28 Supplemental Bidder Responsibility Criteria may make or submit requests
29 to the Contracting Agency to modify the criteria. Such requests shall be in
30 writing, describe the nature of the concerns, and propose specific
31 modifications to the criteria. Bidders shall submit such requests to the
32 Contracting Agency no later than 5 business days prior to the bid submittal
33 deadline and address the request to the Project Engineer or such other
34 person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre-Award Information

36
37 (August 14, 2013 APWA GSP)

38
39 Delete this Section and replace it with the following:

40
41 Before awarding any Contract, the Contracting Agency may require one or
42 more of these items or actions of the apparent lowest responsible bidder:

- 43
44 1. A complete statement of the origin, composition, and
45 manufacture of any or all materials to be used,

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the Work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the Work is located,
7. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT**1-03.1 Consideration of Bids**

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-03.2 Award of Contract**

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

Normally, Contract Award or bid rejection will occur within 60 calendar days after bid opening. If the lowest responsible Bidder and the Contracting Agency agree, this deadline may be extended. If they cannot agree on an extension by the 60th calendar day deadline, the Contracting Agency reserves the right to award the Contract to the next lowest responsible Bidder or reject all bids. The Contracting Agency will notify the successful Bidder of the Contract Award in writing.

1-03.3 Execution of Contract

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

Within 10 calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, and satisfactory bonds as required by law and Section 1-03.4. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide any pre-Award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a Contract, no Proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the Contract is executed by the Contracting Agency.

A written Notice to Proceed will be issued after the Contract has been executed by the Contractor and the Contracting Agency, and the performance and labor and material payment bonds, other required certificates and documents and insurance certificates are approved by the Contracting Agency or, where applicable, by State or Federal agencies responsible for funding any portion of the project.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-03.4 Contract Bond**

(July 21, 2020, G&O GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed performance and public works payment bonds for the full contract amount. These bonds shall:

1. Be on Contracting Agency-furnished forms;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner; and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract including, but not limited to, the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, Subcontractors, or lower tier Subcontractors of the Contractor) to faithfully perform and comply with the contract; or
 - b. Of the Contractor (or the Subcontractors or lower tier Subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier Subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.
5. Be conditioned upon payment of taxes, increases, and penalties incurred on the project under Titles 50, 51, and 82 RCW; and
6. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1

2

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1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

12

Revise this Section to read:

14

15

16

17

18

19

20

21

22

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

23

1-04 SCOPE OF THE WORK

24

25

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

26

27

28

(June 29, 2020 G&O GSP)

29

Delete the first two paragraphs of this Section and replace them with the following:

30

31

32

33

34

35

36

37

38

39

The complete Contract includes these parts: Contract (Agreement) form, bidder's completed Proposal Form, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, addenda, all required certificates and affidavits, performance and labor and material payment bonds, and change orders. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

40

41

42

43

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

44

45

1. Addenda,
2. Proposal Form and Agreement,

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans (if any), and
7. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes

(June 7, 2019 G&O GSP)

This Section is revised to read as follows:

Payments or credits for changes may be made under the Bid item "Minor Change." At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Changes, the Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.4. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Minor Change" in the Proposal to become a part of the total Bid by the Contractor. The Contractor/Bidder is cautioned that payment of any portion of this bid item is not guaranteed unless such need arises during the performance of this project. Where references are made herein to consider some work incidental to the Contract and as such to merge the cost of incidental work into the various items bid, no such costs shall be merged into this bid item.

All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-04.6 Variation in Estimated Quantities**

(July 23, 2015 APWA GSP)

Delete the first paragraph of this Section and replace it with the following:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at the time of award is equal to or greater than 10 percent of the total Contract price at time of Award. In that case, payment for Contract Work may be adjusted as described herein.

1-05 CONTROL OF WORK**1-05.1 Authority of the Engineer**

(July 21, 2020 G&O GSP)

This Section is supplemented with the following:

The Engineer does not purport to be a safety expert, is not engaged in that capacity under this Contract or the Engineer's contract with the Contracting Agency. The Engineer does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Engineer may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Engineer or Inspector responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Engineer, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Engineer's performance of project representation and observation services for the Contracting Agency shall not make the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. The Engineer also shall not be responsible for construction means, methods, techniques, sequences, or procedures or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 The Engineer shall have no liability whatsoever to, or contractual
 2 relationship with, the Contractor in any way relating to this Contract. The
 3 Contracting Agency and the Contractor must look solely to each other for
 4 the enforcement with respect to any rights, obligations, claims or liabilities
 5 arising under or in any way relating to the Contract. Neither the authority
 6 given to the Engineer herein, nor any action or service provided by the
 7 Engineer or its subconsultants with regard to the Project, shall create any
 8 duty owed by the Engineer or its subconsultants to the Contractor or a
 9 cause of action against the Engineer or its subconsultants by Contractor.

10

11 Neither the Engineer nor any of its assistants or agents shall have any
 12 power to waive any obligation of the Contract. The Engineer's failure to
 13 reject Work that is defective or otherwise does not comply with the
 14 requirements of the Contract shall not constitute approval or acceptance of
 15 the Work or relieve the Contractor of its obligations under the Contract,
 16 notwithstanding that such Work has been estimated for payment or that
 17 payments have been made for that Work. Neither shall such failure to reject
 18 Work, nor any acceptance by the Engineer or by the Contracting Agency of
 19 any part of or the whole of the Work bar a claim by the Contracting Agency
 20 at any subsequent time for recovery of damages for the cost of removal and
 21 replacement of any portions of the Work that do not comply with the
 22 Contract.

23

1-05.2 Authority of Assistants and Inspectors

(June 16, 2006 G&O GSP)

26

27 This Section is supplemented with the following:

28

29 The presence or absence of an Inspector at the Work site will be at the sole
 30 discretion of the Contracting Agency and will not in any way relieve the
 31 Contractor of its responsibility to properly perform the Work as required by
 32 the Contract Provisions.

33

34 The Inspector does not purport to be a safety expert, and is not engaged in
 35 that capacity under this Contract or the Engineer's contract with the
 36 Contracting Agency. The Inspector does not have the authority or the
 37 responsibility to enforce construction safety laws, rules, regulations or
 38 procedures, or to order the stoppage of Work for claimed violations thereof.
 39 From time to time, the Inspector may inform the Contractor of conditions
 40 that may constitute safety issues or violations. Such information will be
 41 provided solely to cooperate with and assist the Contractor and shall not
 42 make the Inspector or the Engineer responsible for the enforcement of
 43 safety laws, rules, regulations or procedures. After receiving information
 44 relating to safety issues from the Resident Engineer, the Contractor shall
 45 make its own examination and analysis of the situation reported and take

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 such action, if any, that the Contractor determines to be appropriate. The
 2 Inspector's performance of project representation and observation services
 3 shall not make the Inspector responsible for the enforcement of safety laws,
 4 rules, regulations or procedures; nor shall it make the Inspector responsible
 5 for construction means, methods, techniques, sequences, or procedures,
 6 or for the Contractor's failure to properly perform the Work, all of which are
 7 entirely the responsibility of the Contractor.
 8

1-05.4 Conformity With and Deviation from Plans and Stakes

9 (January 17, 2022 G&O GSP)
 10

11 Delete this Section and replace it with the following:
 12

1-05.4(1) Description

13
 14
 15
 16 The Contractor shall furnish all survey necessary for the construction of this
 17 project.
 18

19 **The Contractor shall be responsible for setting, maintaining and**
 20 **resetting** (as may be required) all alignment stakes, slope stakes, and
 21 grades necessary for the construction of the roadbed, utilities, surfacing,
 22 paving, sidewalks, fencing, walls, channelization, pavement markings,
 23 signing, etc. Except for the survey control data furnished by the Contracting
 24 Agency, any additional calculations, surveying, and measuring required for
 25 utilizing and maintaining the necessary lines and grades shall be the
 26 Contractor's responsibility. The meaning of words and terms used in this
 27 provision shall be as listed in "Definitions of Surveying and Associated
 28 Terms" current edition, published by the American Congress on Surveying
 29 and Mapping and the American Society of Civil Engineers.
 30

31 Survey work shall include the following:
 32

- 33 1. Establish the centerlines of all alignments, by placing hubs,
 34 stakes, nails, or marks on centerline or on offsets to centerline
 35 at all curve points (PCs, PTs, and PIs) and at points on the
 36 alignments spaced at intervals of approximately 50 feet.
 37
- 38 2. Establish clearing limits, placing stakes at all angle points and
 39 at intermediate points at approximately 50 foot intervals.
 40
- 41 3. Establish grading limits, placing slope stakes at centerline
 42 increments of approximately 50 feet. Establish offset
 43 reference to all slope stakes.
 44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1 4. Establish the horizontal and vertical location of all sanitary
2 sewer, storm, and water structures features, placing offset
3 stakes to all sanitary sewer, storm, and water structures. An
4 offset line will be staked, for the horizontal sanitary and storm
5 pipe alignment as follows: one stake at 25-foot and one stake
6 at 100-foot station, as measured upstream from structures.
7 Water mains will be staked horizontally at tees, angle points
8 and at approximate 200-foot intervals.
9
- 10 5. Establish roadbed, surfacing, and sidewalk elevations by
11 placing stakes at the top of subgrade and at the top of each
12 course of surfacing. Subgrade and surfacing stakes shall be
13 set at horizontal intervals not greater than 50 feet in tangent
14 sections, 25 feet in curve sections with a radius less than 10
15 feet, and at 10 foot intervals in intersection radii with a radius
16 less than 10 feet. Transversely, stakes shall be placed at all
17 location where the roadway slope changes and at additional
18 points such that the transverse spacing of stakes is not more
19 than 12 feet.
20
- 21 6. Establish intermediate elevation benchmarks as needed to
22 check work throughout the project.
23
- 24 7. Provide references for paving pins at approximately 25 to 50
25 foot intervals or provide simultaneous surveying to establish
26 location and elevation of paving pins as they are being placed.
27
- 28 8. For all other types of construction, including, but not limited to
29 walls, utility trenching, utility vaults, pedestals, water mains,
30 fire hydrants, fencing, wetland mitigation grading,
31 channelization, and signing, provide staking and layout as
32 necessary to adequately locate, construct, and check the
33 specific construction activity.
34

35 The Contractor shall provide the Contracting Agency copies of any
36 calculations and staking data performed by the Contractor when requested
37 by the Engineer.
38

39 Stakes shall be marked in accordance with the Plans. When stakes are
40 needed that are not described in the Plans, then those stakes shall be
41 marked as directed by the Engineer.
42

43 The Contracting Agency is responsible for locating and referencing those
44 monuments shown on the Plans of being removed or destroyed during
45 construction, and preparing the State forms for those monuments. The

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Contractor shall protect all survey markers, monuments and property
 2 corners unless shown otherwise on the Plans. The Contractor shall work
 3 to preserve the existing monumentation as provided in RCW 58.09.130
 4 and WAC 332-120. The Contractor shall notify the Engineer immediately if
 5 it becomes apparent that a survey marker will be disturbed due to
 6 construction. The Contractor shall allow 5 working days for the Engineer
 7 to acquire adequate information so that the monument, including property
 8 corners, may be replaced referenced in its original position prior to
 9 disturbance. All cost associated with replacement of monuments that
 10 have been disturbed before being referenced due to lack of proper
 11 notification by the Contractor shall be deducted from monies due to the
 12 Contractor.

13
 14 The Contracting Agency will provide the survey for the new monuments and
 15 stamp the bronze plugs. The Contractor shall provide the monument case,
 16 cover, and monument as shown on the Plans. The Contractor shall provide
 17 traffic control sufficient to permit the Engineer to set those points and
 18 elevations that are the responsibility of the Contracting Agency and to
 19 perform random checks of the surveying performed by the Contractor.

20
 21 **1-05.4(2) Payment (New Section)**

22
 23 All costs to prepare and implement any survey work as required by the
 24 Contractor to complete the Work, including maintaining, resetting,
 25 referencing, resurveying, checking, replacement of missing or damaged
 26 stakes, and coordination efforts shall be included in the bid prices for the
 27 various items associated with the survey work.

28
 29 **1-05.7 Removal of Defective and Unauthorized Work**
 30 (June 16, 2006 G&O GSP)

31
 32 This Section is supplemented with the following:

33
 34 If the Contractor fails to remedy defective or unauthorized work within the
 35 time specified in a written notice from the Contracting Agency, or fails to
 36 perform any part of the Work required by the Contract, the Engineer may
 37 correct and remedy such work as may be identified in the written notice with
 38 Contracting Agency forces or by such other means as the Contracting
 39 Agency may deem necessary.

40
 41 If the Contractor fails to comply with a written order to remedy what the
 42 Engineer determines to be an emergency or urgent situation, the
 43 Contracting Agency may have the defective work corrected immediately,
 44 have the rejected work removed and replaced, or have work that the
 45 Contractor refuses or fails to perform completed by others. An emergency

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 or urgent situation is any situation when, in the opinion of the Engineer, a
 2 delay in taking remedial action could be potentially unsafe and may cause
 3 risk of personal injury, property damage, or economic loss to the public, the
 4 Work, or the Contracting Agency.

5
 6 Direct or indirect costs incurred by the Contracting Agency attributable to
 7 correcting and remedying defective or unauthorized work, or work the
 8 Contractor failed or refused to perform, shall be paid by the Contractor.
 9 Payment will be deducted by the Contracting Agency from monies due, or
 10 to become due, the Contractor. Such direct and indirect costs shall include,
 11 without limitation, compensation for additional professional services
 12 required, and costs for repair and replacement of work of others destroyed
 13 or damaged by correction, removal, or replacement of the Contractor's
 14 defective or unauthorized work.

15
 16 No extension of the Contract time or additional compensation will be
 17 allowed because of any delay in the performance of the Work attributable
 18 to the Contracting Agency's exercise of its rights provided by this Section.

19
 20 The rights provided to the Contracting Agency by this Section shall not
 21 diminish the Contracting Agency's right to pursue any other or additional
 22 remedy with respect to the Contractor's failure to perform the Work as
 23 required.

24
 25 **1-05.11 Final Inspection**
 26 (June 16, 2006 G&O GSP)

27
 28 Delete this Section and replace it with the following:

29
 30 **1-05.11 Final Inspections and Operational Testing (New Section)**
 31 (June 16, 2006 G&O GSP)

32
 33 **1-05.11(1) Substantial Completion Date**

34
 35 When the Contractor considers the Work to be substantially complete, the
 36 Contractor shall notify the Engineer in writing and request that the Engineer
 37 establish the Substantial Completion Date. The Contractor's notice shall
 38 list the specific items of the Work that remain to be completed in order to
 39 achieve physical completion. The Engineer will schedule an inspection of
 40 the Work with the Contractor to determine the status of completion. The
 41 Engineer may also establish the Substantial Completion Date unilaterally.

42
 43 If, after inspection, the Engineer concurs with the Contractor that the Work
 44 is substantially complete and ready for its intended use, the Engineer, by
 45 written notice to the Contractor, will establish the Substantial Completion

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Date. If, after inspection, the Engineer does not consider the Work to be
2 substantially complete and ready for its intended use, the Engineer will
3 notify the Contractor in writing and provide the reasons therefore.
4

5 Upon receipt of written notice either establishing the Substantial Completion
6 Date or informing the Contractor that the Work is not substantially complete,
7 whichever is applicable, the Contractor shall pursue vigorously, diligently
8 and without unauthorized interruption, the Work necessary to reach
9 substantial completion and physical completion of the Work. The
10 Contractor shall provide the Engineer with a revised schedule indicating
11 when the Contractor expects to reach substantial and physical completion
12 of the Work.
13

14 The above process shall be repeated until the Engineer establishes the
15 Substantial Completion Date and the Contractor considers the Work
16 physically complete and ready for final inspection.
17

18 **1-05.11(2) Final Inspection and Physical Completion Date**
19

20 When the Contractor considers the Work to be physically complete and
21 ready for final inspection, the Contractor shall provide written notice to the
22 Engineer requesting a final inspection. The Engineer will then schedule a
23 date for final inspection. The Engineer and the Contractor will then make a
24 final inspection, and the Engineer will notify the Contractor in writing of all
25 particulars in which the final inspection reveals the Work to be incomplete
26 or unacceptable. The Contractor shall immediately take such corrective
27 measures as are necessary to remedy the listed deficiencies. Corrective
28 work shall be pursued vigorously, diligently, and without interruption until
29 the listed deficiencies have been completed. This process will continue until
30 the Contracting Agency is satisfied the listed deficiencies have been
31 corrected and the Work is physically complete.
32

33 If action to correct the listed deficiencies is not initiated within seven days
34 after receipt of the written notice listing the deficiencies, the Contracting
35 Agency may, upon written notice to the Contractor, take whatever steps are
36 necessary to correct those deficiencies pursuant to Section 1-05.7. The
37 Contractor will not be allowed any extension of the Contract time or
38 additional compensation because of a delay in the performance of the Work
39 attributable to the exercise of the Contracting Agency's rights hereunder.
40

41 Upon correction of all deficiencies, the Engineer will notify the Contractor
42 and the Contracting Agency, in writing, of the date upon which the Work was
43 considered physically complete. That date shall constitute the Physical
44 Completion Date of the Contract, but shall not constitute acceptance of the

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Work or imply that all the obligations of the Contractor under the Contract
2 have been fulfilled.

3

4 Add the following new section:

5

6 **1-05.12(1) 2-Year Guarantee Period**
7 (March 8, 2013 G&O GSP)

8

9 The Contractor shall return to the project and repair or replace all defects in
10 workmanship and material discovered within two years after Final
11 Acceptance of the Work. The Contractor shall start Work to remedy any
12 such defects within 7 calendar days of receiving Contracting Agency's
13 written notice of a defect, and shall complete such Work within the time
14 stated in the Contracting Agency's notice. In case of an emergency, where
15 damage may result from delay or where loss of services may result, such
16 corrections may be made by the Contracting Agency's own forces or
17 another contractor, in which case the cost of corrections shall be paid by the
18 Contractor. In the event the Contractor does not accomplish corrections
19 within the time specified, the Work will be otherwise accomplished and the
20 cost of same shall be paid by the Contractor.

21

22 When corrections of defects are made, the Contractor shall then be
23 responsible for correcting all defects in workmanship and materials in the
24 corrected work for two years after acceptance of the corrections by
25 Contracting Agency.

26

27 This guarantee is supplemental to and does not limit or affect the
28 requirements that the Contractor's Work comply with the requirements of
29 the Contract or any other legal rights or remedies of the Contracting Agency.

30

31 **1-05.13 Superintendents, Labor and Equipment of Contractor**
32 (August 14, 2013 APWA GSP)

33

34 Delete the sixth and seventh paragraph of this Section.

35

36 **1-05.15 Method of Serving Notices**
37 (March 25, 2009 APWA GSP)

38 Revise the second paragraph to read:

39

40 All correspondence from the Contractor shall be directed to the Project
41 Engineer. All correspondence from the Contractor constituting any
42 notification, notice of protest, notice of dispute, or other correspondence
43 constituting notification required to be furnished under the Contract, must
44 be in paper format, hand delivered or sent via mail delivery service to the

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Project Engineer's office. Electronic formats such as e-mails or
 2 electronically delivered copies of correspondence will not constitute such
 3 notice and will not comply with the requirements of the Contract.

4

5 Add the following new section:

6

7 **1-05.16 Water and Power (New Section)**

8 (October 1, 2005 APWA GSP)

9

10 The Contractor shall make necessary arrangements, and shall bear
 11 the costs for power and water necessary for the performance of the
 12 Work, unless the Contract includes power and water as a pay item.

13

14 **1-06 CONTROL OF MATERIAL**

15

16 **1-06.1 Approval of Materials Prior to Use**

17 (January 3, 2012 G&O GSP)

18

19 This Section is supplemented with the following:

20

21 The Contractor shall be responsible for the accuracy and completeness of
 22 the information contained in each QPL and RAM submittal and shall ensure
 23 that all material, equipment or method of work shall be as described in the
 24 QPL and approved RAM. The Contractor shall verify that all features of all
 25 products conform to the requirements of the Contract and Plans. The
 26 Contractor shall ensure that there is no conflict with other submittals and
 27 specifically notify the Contracting Agency in each case where the
 28 Contractor's submittal may affect the work of another contractor or the
 29 Contracting Agency. The Contractor shall ensure coordination of submittals
 30 among the related crafts and Subcontractors. If the Contractor proposes to
 31 provide material, equipment, or a method of work, which deviates from the
 32 Contract, the Contractor shall indicate so on the transmittal form
 33 accompanying the QPL and/or RAM submittals and submit a written request
 34 to the Engineer for approval of the proposed substitution.

35

36 Submittals required for the Work shall include any or all of the following, as
 37 required by the Contract:

38

- 39 a. Manufacturer's literature
 40 b. Shop drawings
 41 c. Material samples
 42 d. Test reports

43

44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 Timing of Product Submittals**

2

3 All submittal information shall be sent to the Engineer through the
4 Contractor.

5

6 All submittals shall be provided far enough in advance of installation to allow
7 sufficient time for reviews and necessary approvals.

8

9 The Contractor shall allow at least 14 calendar days for the Engineer's
10 review of all submittals.

11

12 Number of Submittals

13

14 The Contractor shall submit four (min.) copies of each QPL and RAM
15 submittal. One (min.) copy will be returned to the Contractor and three
16 (min.) will be retained by the Contracting Agency and Engineer. In lieu of
17 submitting hard copies the Contractor may submit QPLs and RAMs
18 electronically.

19

20 Resubmittals

21

22 When a submittal is resubmitted for any reason, it shall be resubmitted
23 referencing the previous RAM # and the number of times it has been
24 resubmitted (RAM # - times resubmitted).

25

26 Delays

27

28 All costs of delays caused by the failure of the Contractor to provide
29 submittals in a timely manner will be borne by the Contractor.

30

31 Payment

32

33 The cost to prepare and submit submittals, equipment manuals, testing, and
34 materials samples shall be included in the bid prices for various items
35 associated with the required submittals.

36

37 1-06.1(2) Request for Approval of Material (RAM)

38 (June 16, 2006 G&O GSP)

39

40 This Section is supplemented with the following:

41

42 Submittal Information

43

44 Shop, catalog, and other appropriate drawings shall be submitted to the
45 Engineer for review prior to fabrication or ordering of all equipment or
materials specified. Submittal documents shall be clearly edited to indicate

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 only those items, models, or series of materials or equipment which are
 2 being submitted for review. All extraneous materials shall be crossed out or
 3 otherwise obliterated.

4
 5 Shop drawings shall be submitted in the form of blue-line or black-line prints
 6 of each sheet. Blueprint submittals will not be acceptable.

7
 8 All shop drawings shall be accurately drawn to a scale sufficiently large
 9 enough to show pertinent features and methods of connection or jointing.
 10 Figure dimensions shall be used on all shop drawings, as opposed to scaled
 11 dimensions.

12
 13 All shop drawings shall bear the Contractor's certification that the Contractor
 14 has reviewed, checked, and approved the shop drawings.

15
 16 **1-06.2(1) Samples and Test for Acceptance**

17 (January 3, 2012 G&O GSP)

18
 19 This Section is supplemented with the following:

20
 21 The Contractor shall be responsible for all materials testing specified in the
 22 Contract Provisions. The materials testing laboratory shall be accredited
 23 for performing the various testing methods either by AASHTO R18,
 24 AASHTO 150/IEC 17025, or the American Association for Laboratory
 25 Accreditation and further approved by the Contracting Agency. Test
 26 methods shall be completed in accordance with the current WSDOT
 27 Standard Specifications and Construction Manual. The Engineer or the
 28 Inspector shall specify the items or areas to be tested. The materials testing
 29 laboratory shall send test results directly to the Contracting Agency. Any
 30 area that does not meet the material gradation and/or compaction test
 31 requirements shall be repaired/replaced at the Contractor's expense. Areas
 32 that do not meet compaction test requirements shall be retested at the
 33 Contractor's expense. Locations for testing and retesting shall be selected
 34 and marked by the Engineer.

35
 36

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1
2
3
4
5
6

The maximum density and optimum moisture content methods shall be in accordance with the Contract Provisions. The frequency and type of testing the Contractor shall provide is listed below:

Trenching

Item	Test	Testing Frequency
Pipe Bedding	Gradation ⁽¹⁾	One for each material source.
	Moisture Density Relationship (Modified Proctor)	One test and any time material changes
Trench Backfill	Gradation ⁽¹⁾	One for each material source.
	In-Place Density ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	One every 100 feet of trench and every 2 feet in depth of backfill material.
	Moisture Density Relationship (Modified Proctor) ⁽³⁾	One prior to start of backfilling operations, one every 20 densities and any time material type changes.

7
8
9

Aggregate Materials

Item	Test	Testing Frequency
Crushed Surfacing Top Course	Gradation, SE and Fracture	1 – 2,000 TN.
	Density ⁽¹⁾	One test on every lift on material placed at a frequency of 250 square yards of completed area.
	Moisture Density Relationship (Modified Proctor)	One test and any time material changes

10
11

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

Hot Mix Asphalt

Item	Test	Testing Frequency
HMA Cl. ____ PG ____ Project Quantity > 400 tons < 800 tons	Rice Density, Gradation, Asphalt Binder Content and Percent Air Voids (Va)	1 – project.
HMA Cl. ____ PG ____	Compaction ⁽¹⁾	1 – 100 TN.

Hot Mix Asphalt Aggregate⁽⁵⁾

Item	Test	Testing Frequency
Aggregate	SE, Fracture	1 – 2,000 TN.
Blend Sand	SE	1 – Project.
Mineral Filler	Sp. G and Pl	Certificate.

- (1) All acceptance tests shall be conducted from in-place samples.
- (2) Additional tests shall be conducted when variations occur due to the Contractor's operations, weather conditions, site conditions, etc.
- (3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may be used for the required testing frequency and procedures. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.
- (4) Depending on soil conditions, it is anticipated that compaction tests will be required at depths of two feet above the pipe and at each additional two feet to the existing surface plus a test at the surface.
- (5) Hot mix asphalt aggregate tests are not required for Commercial HMA or for HMA Cl. ____ PG ____ that has a project quantity of \leq 400 tons.

Payment

All costs to prepare and implement the sample and testing program shall be included in the bid prices for the various items associated with the sample and testing program.

1-06.2(2)B Financial Incentive

(February 15, 2008 G&O GSP)

Delete the first sentence of the first paragraph of this Section.

1-06.4 Handling and Storing Materials

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The Contractor may be required to provide off-site storage of equipment and materials to enable construction to occur at the construction site. The

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Contractor has full responsibility to secure all off-site storage areas, if
 2 needed, and shall include the costs for providing such storage areas in the
 3 Proposal for the individual equipment and material bid items requiring off-
 4 site storage. All off-site storage areas shall be fenced, secure and have
 5 access restricted or withheld from the general public.
 6

1-06.6 Recycled Materials

7
 8 (January 4, 2016 APWA GSP)
 9

10 Delete this Section in its entirety.
 11

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**1-07.1 Laws to be Observed**

12
 13
 14
 15 (February 25, 2021 WSDOT GSP)

16 This Section is revised to read:
 17
 18

General

19
 20 The Contractor shall always comply with all Federal, State, tribal, or local
 21 laws, ordinances, and regulations that affect Work under the Contract. The
 22 Contractor shall indemnify, defend, and save harmless the State (including
 23 the Governor, Commission, Secretary, and any agents, officers, and
 24 employees) against any claims that may arise because the Contractor (or
 25 any employee of the Contractor or Subcontractor or materialperson)
 26 violated a legal requirement.
 27

28 Without usurping the authority of other agencies, the Contracting Agency
 29 will cooperate with them in their efforts to enforce legal requirements. Upon
 30 awareness of a violation of a legal requirement, the Engineer will notify the
 31 Contractor in an effort to achieve compliance. The Engineer may also notify
 32 the agency responsible for enforcement if the Engineer deems that action
 33 is necessary to achieve compliance with legal requirements. The Engineer
 34 will also assist the enforcement agency to obtain Contractor compliance to
 35 the extent such assistance is consistent with the provisions of the Contract.
 36

Health and Safety

37
 38 The Contractor shall be responsible for the safety of all workers and shall
 39 comply with all appropriate state safety and health standards, codes, rules,
 40 and regulations, including, but not limited to, those promulgated under the
 41 Washington Industry Safety and Health Act RCW 49.17 (WISHA) and as set
 42 forth in Title 296 WAC (Department of Labor and Industries). In particular
 43 the Contractor's attention is drawn to the requirements of WAC 296.800
 44 which requires employers to provide a safe workplace. More specifically
 45 WAC 296.800.11025 prohibits alcohol and narcotics from the workplace.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 The Contractor shall likewise be obligated to comply with all federal safety
 2 and health standards, codes, rules, and regulations that may be applicable
 3 to the Contract Work. A copy of all safety plans (e.g., fall protection work
 4 plan) that are developed by the Contractor shall be submitted to the
 5 Engineer as a Type 1 Working Drawing. When requested by the Engineer,
 6 the Contractor shall provide training to Contracting Agency employees
 7 working on-site for any activity covered by a safety plan. Costs for training
 8 that is provided solely to Contracting Agency employees will be paid to the
 9 Contractor in accordance with Section 1-09.4.

Mine Safety

10
 11 U.S. Mine Safety and Health Administration rules apply when the project
 12 includes pit or quarry operations. Among other actions, these regulations
 13 require the Contractor to notify the nearest Mine Safety and Health sub
 14 district office (1) of the project before it begins, (2) of the starting date, and
 15 (3) of the Physical Completion Date.
 16

Wells

17
 18 When wells are included in the contract or encountered as part of the Work,
 19 the Contractor shall meet all the requirements in WAC 173-160 Minimum
 20 Standards for Construction and Maintenance of Wells and all environmental
 21 considerations for installing, protecting in place, decommissioning, or
 22 abandonment of wells.
 23
 24

Changes to Laws to be Observed**General**

25
 26 The Contracting Agency will not adjust payment to compensate the
 27 Contractor for changes in legal requirements unless those changes
 28 are specifically within the scope of RCW 39.04.120. For changes
 29 under RCW 39.04.120, the Contracting Agency will compensate the
 30 Contractor by negotiated change order as provided in Section 1-
 31 04.4.
 32
 33

Taxes

34
 35 Under certain conditions, the Contracting Agency will adjust payment
 36 to compensate for tax changes. First, the changes shall involve
 37 federal or state taxes on materials or fuel used in or consumed for
 38 the project. Second, the changes shall increase or decrease
 39 Contractor-paid taxes by more than \$500. For items in the original
 40 Contract, the tax change must occur after the Bid opening date. For
 41 negotiated Contracts or items in a supplemental agreement, the tax
 42 change must take place after the execution date of the Contract or
 43 agreement. Within these conditions, the Contracting Agency will
 44 adjust compensation by the actual dollar amounts of increase or
 45 decrease caused by the tax changes. If the Engineer requests it, the

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Contractor shall certify in writing that the Contract price does not
2 include any extra amount to cover a possible change in taxes.

3
4 The Contracting Agency may audit the records of the Contractor as
5 provided in Section 1-09.12, to verify any claim for compensation
6 because of changes in laws or taxes.

7
8 (June 16, 2006 G&O GSP)

9 This Section is supplemented with the following:

10
11 In cases of conflict between different safety regulations, the more stringent
12 regulation shall apply.

13
14 The Washington State Department of Labor and Industries shall be the sole
15 and paramount administrative agency responsible for the administration of
16 the provisions of the Washington Industrial Safety and Health Act of 1973
17 (WISHA).

18
19 All Work under this Contract shall be performed in a safe manner. The
20 Contractor and all Subcontractors shall observe all rules and regulations of
21 the Washington State Department of Labor and Industries, rules and
22 regulations of OSHA, WISHA or any other jurisdiction, and all other
23 applicable safety standards. The Contractor shall be solely and completely
24 responsible for conditions of the job site, including safety of all persons and
25 property during performance of the Work. This requirement shall apply
26 continuously and not be limited to normal working hours.

27
28 The Engineer's review of the Contractor's Work plan, safety plan,
29 construction sequence, schedule or performance does not and is not
30 intended to include review or approval of the adequacy of the Contractor's
31 safety measures in, on, or near the construction site. The Engineer does
32 not purport to be a safety expert, is not engaged in that capacity under this
33 Contract, and has neither the authority nor the responsibility to enforce
34 construction safety laws, rules, regulations, or procedures, or to order the
35 stoppage of Work for claimed violations thereof.

36
37 The Contractor shall exercise every precaution at all times for the
38 prevention of accidents and the protection of persons (including employees)
39 and property. All exposed moving parts of equipment capable of inflicting
40 injury by accidental contact shall be protected with sturdy removable guards
41 in accordance with applicable safety regulations.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-07.2 Sales Tax**

Delete this section, including its subsections, in its entirety and replace it with the following:

1-07.2 Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA funded project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the Work.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For Work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a Subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP)

This Section is supplemented with the following:

If the sources of materials provided by the Contractor necessitate hauling over roads other than Contracting Agency roads, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-07.9(5) Required Documents**

(June 29, 2020 G&O GSP)

Delete this Section and replace it with the following:

General

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. "Statements of Intent to Pay Prevailing Wages", and "Affidavits of Wages Paid" shall also be submitted to the Engineer. When requested by the Engineer, Certified Payrolls shall also be submitted to the Engineer.

Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier Subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 Penalties for Noncompliance**

2 The Contractor is advised, if these payrolls are not supplied within the
 3 prescribed deadlines, any or all payments may be withheld until compliance
 4 is achieved. In addition, failure to provide these payrolls may result in other
 5 sanctions as provided by State laws (RCW 39.12.050) and/or Federal
 6 regulations (29 CFR 5.12).

7

8 1-07.13 Contractor's Responsibility for Work

9 (March 31, 2010 G&O GSP)

10

11 1-07.13(1) General

12

13 Delete this Section in its entirety and replace it with the following:

14

15 All Work and material for the contract, including any change order work,
 16 shall be at the sole risk of the Contractor until the entire improvement has
 17 been completed as determined by the Engineer, except as provided in this
 18 Section.

19

20 The Contractor shall rebuild, repair, restore, and make good all damages to
 21 any portion of the permanent or temporary work occurring before the
 22 physical completion date and shall bear all the expense to do so.

23

24 If the performance of the Work is delayed as a result of damage by others,
 25 an extension of time will be evaluated in accordance with Section 1-08.8.

26

27 Nothing contained in this Section shall be construed as relieving the
 28 Contractor of responsibility for, or damage resulting from, the Contractor's
 29 operations or negligence, nor shall the Contractor be relieved from full
 30 responsibility for making good any defective Work or materials as provided
 31 for under Section 1-05.

32

33 1-07.16 (1) Private/Public Property

34 (August 1, 2009 G&O GSP)

35

36 This Section is supplemented with the following:

37

38 The Contractor shall keep the Work site, staging areas, and Contractor's
 39 facilities clean and free from rubbish and debris. Materials and equipment
 40 shall be removed from the site when they are no longer necessary.

41

42 Damage and Claims

43

44 Along the street to be improved there are privately owned improvements on
 45 the properties abutting the right-of-way. Even though all reasonable

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1 precaution is to be taken by the Contractor, these improvements may in
 2 some instances be damaged. In the event such occurs, and claims for
 3 damages are filed by the property owners, the Contracting Agency will
 4 request the Contractor to provide evidence that the Contractor has
 5 requested its insurance company to contact the claimant. Any settlement
 6 for claims for damage to private property shall be by and between the
 7 claimant, the Contractor, and the Contractor’s insurance company.
 8

9 **1-07.17 Utilities and Similar Facilities**

10 (April 2, 2007 WSDOT GSP)

11
 12 This Section is supplemented with the following:

13
 14 Locations and dimensions shown in the Plans for existing facilities are in
 15 accordance with available information obtained without uncovering,
 16 measuring, or other verification.
 17

18 **Utility Locations**

19
 20 The following addresses and telephone numbers of utility companies known
 21 or suspected of having facilities within the project limits are supplied for the
 22 Contractor’s convenience.
 23

Gas and Power Puget Sound Energy Jeff McMeekin P.O. Box 90868 Bellevue, WA 98009-0868 Tel. (425) 462-3824 Emergency (800) 552-7171	Water and Sewer City of Bellevue Paige Young (425) 452-2067 pyoung@bellevuewa.gov
Telecommunications Comcast Jill Look 3414 California Street Everett, WA 98201 Tel. (425) 317-9601 Ext. 250 Cell (206) 396-6032	Telecommunications CenturyLink Jennifer Johnson 1550 Newport Way NW Issaquah, WA 98027 Tel. (206) 346-6537 Cell (206) 941-0368

24
 25 **1-07.17(2) Utility Construction, Removal, or Relocation by Others**

26 (July 20, 2020 G&O GSP)

27
 28 Delete this Section in its entirety and replace with the following:

29
 30 Any authorized agent of the Contracting Agency or utility owners may enter
 31 the right-of-way to repair, rearrange, alter, or connect their equipment. The

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Contractor shall cooperate with such effort and shall avoid creating delays
 2 or hindrances to those doing the Work. As needed, the Contractor shall
 3 arrange to coordinate work schedules.
 4

5 The Contractor shall carry out the Work in a way that will minimize
 6 interference and delay for all forces involved. Any costs incurred prior to
 7 the utility owners anticipated completion (or if no completion is specified,
 8 within a reasonable period of time) that results from the coordination and
 9 prosecution of the Work regarding utility adjustment, relocation,
 10 replacement, or construction shall be at the Contractor's expense as
 11 provided in Section 1-05.14.
 12

13 The Contractor shall coordinate all work with the various utility companies
 14 and their Contractors. The Contractor, when scheduling his work crews,
 15 shall use production rates that anticipate the need to provide block-outs
 16 and/or gaps in the driveways, curb and gutter, and/or pavement sections
 17 where existing utility structures currently exist, and then come back at a
 18 later time to construct the missing sections after the utility has been
 19 relocated or adjusted by the applicable utility. The Contractor shall assume
 20 that the utilities will not be relocated prior to construction of this project nor
 21 at his convenience during the course of construction. As such, the
 22 Contractor shall assume such, and schedule his crews and his
 23 Subcontractors to remobilize to the various sites and temporarily relocate
 24 his or his Subcontractor's crews to other areas of the project and complete
 25 other unaffected portions of the project in order to coordinate the relocation
 26 of the utilities with the various utility companies. There shall be no additional
 27 money or time due the Contractor for leaving gaps or for block-out
 28 construction, remobilization, demobilization, out of sequence construction,
 29 relocation of work crews, and construction of curb, gutter, or driveway
 30 patches after the utility has been relocated. It is the intent of these
 31 Specifications that the Contractor diligently pursue other work on the site
 32 when such conflicts occur and recognize and plan for the inherent
 33 inefficiencies and impaired production rates.
 34

Payment

35
 36
 37 All costs to comply with this Section and repair specified in this Section,
 38 unless otherwise stated, are incidental to the Contract and are the
 39 responsibility of the Contractor. The Contractor shall include all related
 40 costs in the bid prices of the Contract.
 41
 42

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-07.18 Public Liability and Property Damage Insurance**

(January 4, 2016 G&O GSP)

Delete this Section and replace it with the following:

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain insurance described in all subsections of 1-07.18 of these Special Provisions, from insurers with a current A.M. Best rating not less than A – VII and licensed to do business in the state of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion Date, unless otherwise indicated.
- C. All insurance coverage required by this section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.
- D. The insurance policies shall contain a “cross liability” provision.
- E. The Contractor’s and all Subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.
- F. The Contractor shall provide the Contracting Agency and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 pay any and all premiums in connection therewith, with any sums so
 2 expended to be repaid to the Contracting Agency on demand, or at
 3 the sole discretion of the Contracting Agency, offset against funds
 4 due the Contractor from the Contracting Agency.

- 5
 6 I. All costs for insurance shall be incidental to and included in the unit
 7 or lump sum prices of the Contract and no additional payment will be
 8 made.
 9

1-07.18(2) Additional Insured

10 All insurance policies, with the exception of Workers Compensation, shall
 11 name the following listed entities as additional insured(s) using the forms or
 12 endorsements required herein:
 13
 14

- 15
 16 • The Contracting Agency and its officers, elected/appointed
 17 officials, employees, agents, and volunteers;
 18 • Gray & Osborne, Inc.
 19

20 The above-listed entities shall be additional insured(s) for the full available
 21 limits of liability maintained by the Contractor, irrespective of whether such
 22 limits maintained by the Contractor are greater than those required by this
 23 Contract, and irrespective of whether the Certificate of Insurance provided
 24 by the Contractor pursuant to 1-07.18(4) describes limits lower than those
 25 maintained by the Contractor.
 26

1-07.18(3) Subcontractors

27
 28 Contractor shall ensure that each Subcontractor of every tier obtains and
 29 maintains at a minimum the insurance coverages listed in 1-07.18(5)A and
 30 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall
 31 provide evidence of such insurance.
 32
 33

1-07.18(4) Verification of Coverage

34
 35 The Contractor shall deliver to the Contracting Agency a Certificate(s) of
 36 Insurance and endorsements for each policy of insurance meeting the
 37 requirements set forth herein when the Contractor delivers the signed
 38 Contract for the Work. The certificate and endorsements must conform to
 39 the following requirements:
 40
 41

- 42 1. An ACORD certificate or a form determined by the Contracting
 43 Agency to be equivalent. The certificate or an endorsement
 44 form shall indicate the Contractor's insurance is primary and
 45 non-contributory.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

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2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 or the equivalent of each, naming the Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.
 3. Any other amendatory endorsements to show the coverage required herein.
 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements; actual endorsements must be submitted.

24
25
26
27
28
29

Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk Insurance is required on this project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

30
31

1-07.18(5) Coverages and Limits

32
33
34
35
36
37
38

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

39
40

1-07.18(5)A Commercial General Liability

41
42
43
44
45

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 exclusion for liability arising from explosion, collapse or underground
2 property damage.

3
4 The Commercial General Liability insurance shall be endorsed to provide a
5 per project general aggregate limit, using ISO form CG 25 03 05 09 or an
6 equivalent endorsement.

7
8 Contractor shall maintain Commercial General Liability Insurance arising
9 out of the Contractor's completed operations for at least three years
10 following Substantial Completion of the Work.

11
12 Such policy must provide the following minimum limits:
13

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence
\$1,000,000	Stop Gap/Employers' Liability

14
15 **1-07.18(5)B Automobile Liability**
16

17 Automobile Liability for owned, non-owned, hired, and leased vehicles, with
18 an MCS 90 endorsement and a CA 9948 endorsement attached if
19 "pollutants" are to be transported. Such policy(ies) must provide the
20 following minimum limit:
21

\$1,000,000 combined single limit each accident

22
23 **1-07.18(5)C Workers' Compensation**
24

25 The Contractor shall comply with Workers' Compensation coverage as
26 required by the Industrial Insurance laws of the state of Washington.
27

28 **1-07.18(5)D Excess or Umbrella Liability**
29

30 The Contractor shall provide Excess or Umbrella Liability coverage with
31 limits not less than \$2 million per occurrence and annual aggregate. This
32 excess or umbrella liability coverage shall be excess over and at least as
33 broad in coverage as the Contractor's Commercial General and Auto
34 Liability insurance.
35

36 This requirement may be satisfied instead through the Contractor's primary
37 Commercial General and Automobile Liability coverage, or any combination
38 thereof.
39

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1-07.18(5)E Builders Risk Insurance

The Contractor shall purchase and maintain Builders Risk insurance covering interests of the Contracting Agency, the Contractor, Subcontractors, and lower tier Subcontractors in the work. Builders Risk shall be required for all structures on the project. A structure is any equipment, facility, building, bridge, retaining wall, or tank extending four feet or more above adjacent grade; or any facility less than four feet above adjacent grade, and containing more than \$50,000 worth of electrical or mechanical equipment. Poles, light standards, or antenna less than 50 feet in height and less than two feet in diameter shall not be considered structures. Builders Risk insurance, when required, shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance, when required, shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the applicable portions of the project, with no coinsurance provisions.

The Builders Risk insurance covering the Work shall have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood, earthquake and all other perils may be accepted by the Contracting Agency upon written request by the Contractor and written acceptance by the Contracting Agency. Any increased deductibles accepted by the Contracting Agency will remain the responsibility of the Contractor.

The Builders Risk insurance shall be maintained until the Physical Completion Date.

The Contractor and the Contracting Agency waive all rights against each other and any of their Subcontractors, lower tier Subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

Liability for facilities not covered by Builders Risk shall remain the responsibility of the contractor.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-07.23 Public Convenience and Safety****1-07.23(1) Construction Under Traffic**

(May 2, 2017 G&O GSP)

Delete the second paragraph of this Section and replace it with the following:

To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the Work with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good, clean, safe condition at all times. Accessibility to existing or temporary pedestrian push buttons shall not be impaired. Deficiencies caused by the Contractor's operations shall be repaired at the Contractor's expense. Deficiencies not caused by the Contractor's operations shall be repaired by the Contractor when directed in writing by the Engineer, at the Contracting Agency's expense. The Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor's operations. Snow and ice control will be performed by the Contracting Agency or the Project will be shutdown at the Contracting Agency's discretion. The Contractor shall perform the following:

1. Remove or repair any condition resulting from the Work that might impede traffic or create a hazard.
2. Keep existing traffic signal and street lighting systems in operation as the Work proceeds.
3. Maintain the striping on the roadway.
4. Maintain existing permanent signing.
5. Keep drainage systems clean and allow for unobstructed flow of water.

(September 30, 2020 WSDOT GSP)

Delete the last paragraph and replace with the following:

The Contractor shall conduct all operations to minimize any drop-offs (abrupt changes in roadway elevation) left exposed to traffic during nonworking hours. Unless otherwise specified in the Traffic Control Plan, drop-offs left exposed to traffic during nonworking hours shall be protected as follows with an accepted traffic control plan submittal in accordance with Section 1-10.2(2):

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1 1. Drop-offs up to 0.20 foot, unless otherwise ordered by the Engineer,
2 may remain exposed with appropriate warning signs alerting
3 motorists of the condition.
4
- 5 2. Drop-offs more than 0.20 foot that are in the Traveled Way or
6 Auxiliary Lane will not be allowed unless protected with appropriate
7 warning signs and further protected as indicated in 3b or 3c below.
8
- 9 3. Drop-offs more than 0.20 foot, but no more than 0.50 foot, that are
10 not within the Traveled Way shall be protected with appropriate
11 warning signs and further protected by having one of the following:
12
- 13 a. A wedge of compacted stable material placed at a slope of 4:1
14 or flatter.
15
- 16 b. Channelizing devices (Type I barricades, plastic safety drums,
17 or other devices 36 inches or more in height) placed along the
18 traffic side of the drop-off and a new edge of pavement stripes
19 placed a minimum of 3 feet from the drop-off. The maximum
20 spacing between the devices in feet shall be the posted speed
21 in miles per hour. Pavement drop-off warning signs shall be
22 placed in advance and throughout the drop-off treatment.
23
- 24 c. A temporary concrete barrier, temporary steel barrier, or other
25 approved traffic barrier installed on the traffic side of a drop-
26 off with a new edge line placed a minimum of 2-feet from the
27 traffic face of the barrier. The barrier shall have a lateral offset
28 from the edge of the drop-off to the back of the barrier as
29 follows:
30
- 31 i. A minimum offset of 3-feet for temporary Type F or
32 Type 2 concrete barrier when not anchored.
33
- 34 ii. A minimum offset of 1-foot for temporary Type F or
35 Type 2 concrete barrier when anchored on hot mix
36 asphalt pavement as shown on WSDOT Standard
37 Plans C-60.10 or K-80.35.
38
- 39 iii. A minimum offset of 1-foot for temporary Type F
40 concrete barrier when anchored on cement concrete
41 pavement as shown on WSDOT Standard Plan C-
42 60.10.
43
- 44 iv. A minimum offset of 9-inches for temporary Type F or
45 Type 2 concrete barrier when anchored on cement

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

- 1 concrete pavement and/or concrete bridge decks as
- 2 shown on WSDOT Standard Plan K-80.35.
- 3
- 4 v. A minimum offset of 6-inches or 9-inches for temporary
- 5 Type F or Type 2 narrow base concrete barrier when
- 6 anchored on cement concrete pavement and concrete
- 7 bridge decks as shown on WSDOT Standard Plan K-
- 8 80.37.
- 9
- 10 vi. A minimum offset following manufacturer
- 11 recommendations for temporary steel barrier when not
- 12 anchored; or when anchored on hot mix asphalt
- 13 pavement, cement concrete pavement, or concrete
- 14 bridge decks.
- 15
- 16 vii. A minimum offset as directed by the Engineer for any
- 17 barrier type or configuration not shown in this Section.
- 18
- 19 An approved terminal, flare, or impact attenuator is required
- 20 at the approach end of the barrier run, and is required at the
- 21 trailing end of a barrier run in two-way operations when shown
- 22 in the plans or as directed by the Engineer.
- 23
- 24 4. Drop-offs more than 0.50 foot not within the Traveled Way or Auxiliary
- 25 Lane shall be protected with appropriate warning signs and further
- 26 protected as indicated in 3a, 3b, or 3c if all of the following conditions
- 27 are met:
- 28
- 29 a. The drop-off is less than 2 feet;
- 30
- 31 b. The total length throughout the project is less than 1 mile;
- 32
- 33 c. The drop-off does not remain for more than 3 working days;
- 34
- 35 d. The drop-off is not present on any of the holidays listed in
- 36 Section 1-08.5; and
- 37
- 38 e. The drop-off is only on one side of the Roadway.
- 39
- 40 5. Drop-offs more than 0.50 foot that are not within the Traveled Way or
- 41 Auxiliary Lane and are not otherwise covered by No. 4 above shall
- 42 be protected with appropriate warning signs and further protected as
- 43 indicated in 3a or 3c.
- 44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1 6. Open trenches within the Traveled Way or Auxiliary Lane shall have
2 a steel-plate cover placed and anchored over them. A wedge of
3 suitable material, if required, shall be placed for a smooth transition
4 between the pavement and the steel plate. Warning signs shall be
5 used to alert motorists of the presence of the steel plates.

(February 3, 2020 WSDOT GSP)

8 This Section is supplemented with the following:

Work Zone Clear Zone

10 The Work Zone Clear Zone (WZCZ) applies during working and
11 nonworking hours. The WZCZ applies only to temporary roadside
12 objects introduced by the Contractor's operations and does not apply
13 to preexisting conditions or permanent Work. Those work operations
14 that are actively in progress shall be in accordance with adopted and
15 approved Traffic Control Plans, and other contract requirements.

17 During nonworking hours equipment or materials shall not be within
18 the WZCZ unless they are protected by permanent guardrail or
19 temporary concrete barrier. The use of temporary concrete barrier
20 shall be permitted only if the Engineer approves the installation and
21 location.

23 During actual hours of work, unless protected as described above,
24 only materials absolutely necessary to construction shall be within the
25 WZCZ and only construction vehicles absolutely necessary to
26 construction shall be allowed within the WZCZ or allowed to stop or
27 park on the shoulder of the roadway.

29 The Contractor's nonessential vehicles and employees private
30 vehicles shall not be permitted to park within the WZCZ at any time
31 unless protected as described above.

33 Deviation from the above requirements shall not occur unless the
34 Contractor has requested the deviation in writing and the Engineer
35 has provided written approval.

37 Minimum WZCZ distances are measured from the edge of traveled
38 way and will be determined as follows:
39
40

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

Minimum Work Zone Clear Zone Distance

1-07.24 Rights of Way
(July 20, 2020 G&O GSP)

Delete this section in its entirety, and replace it with the following:

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor’s construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the Work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor’s attention by a duly issued Addendum.

Whenever any of the Work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

The Contractor shall not proceed with any portion of the Work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the Work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 vacating the premises, a written release from the property owner of each
 2 property disturbed or otherwise interfered with by reasons of construction
 3 pursued under this contract. The statement shall be signed by the private
 4 property owner, or proper authority acting for the owner of the private
 5 property affected, stating that permission has been granted to use the
 6 property and all necessary permits have been obtained or, in the case of a
 7 release, that the restoration of the property has been satisfactorily
 8 accomplished. The statement shall include the parcel number, address,
 9 and date of signature. Written releases must be filed with the Engineer
 10 before the Completion Date will be established.

PUBLIC NOTIFICATION

11
 12
 13
 14 Each property owner shall be given a minimum of 2 working days notice
 15 prior to entry upon the owner's property by the Contractor. This includes
 16 entry onto easements and private property where private improvements
 17 must be adjusted.

18
 19 The Contractor shall notify all residents and businesses within 300 feet from
 20 the edge of the Work area prior to performing any Work under this Contract.

21
 22 Notification shall be made to ensure that:

- 23
- 24 1. Parked vehicles are moved;
- 25
- 26 2. The public is aware that access may be temporarily impeded;
- 27
- 28 3. The public is aware that private improvements within the Work
- 29 area may be impacted.
- 30

31 Notification shall be as follows:

- 32
- 33 A. Pre-notification to residents, and businesses shall be provided
- 34 indicating the Contractor's intended construction schedule.
- 35 This notification shall precede the Work by a minimum of
- 36 10 calendar days. Wording shall be approved by the
- 37 Contracting Agency prior to the performance of any Work.
- 38
- 39 B. Final notification shall state the exact construction start date,
- 40 after which any private improvements that remain within the
- 41 right-of-way and/or easements will be subject to removal or
- 42 relocation by the Contractor as indicated on the Plans and
- 43 Section 1-07.16. This notification shall be made a minimum
- 44 of 2 working days in advance of the construction start date.
- 45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Any delay or shut down in the continuous prosecution of the Work, as
2 specified, shall require another notification as described herein.

3

4 **Payment**

5

6 All costs to comply with this Section are incidental to the Contract and are
7 the responsibility of the Contractor. The Contractor shall include all related
8 costs in the bid prices of the Contract.

9

10 **1-08 PROSECUTION AND PROGRESS**

11

12 Add the following new section:

13

14 **1-08.0 Preliminary Matters (New Section)**

15 (May 25, 2006 APWA GSP)

16

17 **1-08.0(1) Preconstruction Conference**

18 (October 10, 2008 G&O GSP)

19

20 Prior to the Contractor beginning the Work, a preconstruction conference
21 will be held between the Contractor, the Contracting Agency, the Engineer
22 and such other persons as may be invited. The purpose of the
23 preconstruction conference will be:

24

- 25 1. To review the initial progress schedule;
- 26 2. To establish a working understanding among the various
27 persons associated with or affected by the Work;
- 28 3. To establish and review procedures for progress payment,
29 notifications, approvals, submittals, etc.;
- 30 4. To establish normal working hours for the Work;
- 31 5. To review traffic control; and
- 32 6. To discuss such other related items as may be pertinent to the
33 Work.

34

35 The Contractor shall prepare and submit the following to the Engineer at the
36 preconstruction meeting:

37

- 38 1. Breakdown of all lump sum items in the Proposal;
- 39 2. A preliminary schedule for working drawing submittals; and

40

41

42

43

44

45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1
2 3. A list of material sources for approval, if applicable.
3

4 Add the following new section:
5

6 **1-08.0(2) Hours of Work**

7 (December 8, 2014 APWA GSP)
8

9 Except in the case of emergency or unless otherwise approved by the
10 Engineer, the normal working hours for the Contract shall be any
11 consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday
12 through Friday, exclusive of a lunch break. If the Contractor desires different
13 than the normal working hours stated above, the request must be submitted
14 in writing prior to the preconstruction conference, subject to the provisions
15 below. The working hours for the Contract shall be established at or prior
16 to the preconstruction conference.
17

18 All working hours and days are also subject to local permit and ordinance
19 conditions (such as noise ordinances).
20

21 If the Contractor wishes to deviate from the established working hours, the
22 Contractor shall submit a written request to the Engineer for consideration.
23 This request shall state what hours are being requested, and why.
24 Requests shall be submitted for review no later than 48 hours prior to the
25 day(s) the Contractor is requesting to change the hours.
26

27 If the Contracting Agency approves such a deviation, such approval may be
28 subject to certain other conditions, which will be detailed in writing. For
29 example:
30

- 31 1. On non-Federal aid projects, requiring the Contractor to reimburse
32 the Contracting Agency for the costs in excess of straight-time costs
33 for Contracting Agency representatives who worked during such
34 times. (The Engineer may require designated representatives to be
35 present during the Work. Representatives who may be deemed
36 necessary by the Engineer include, but are not limited to: survey
37 crews; personnel from the Contracting Agency's material testing lab;
38 inspectors; and other Contracting Agency employees or third party
39 consultants when, in the opinion of the Engineer, such work
40 necessitates their presence.)
41
- 42 2. Considering the Work performed on Saturdays, Sundays, and
43 holidays as working days with regard to the contract time.
44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1 3. Considering multiple work shifts as multiple working days with
2 respect to contract time even though the multiple shifts occur in a
3 single 24-hour period.
4
- 5 4. If a 4-10 work schedule is requested and approved the non working
6 day for the week will be charged as a working day.
7
- 8 5. If Davis Bacon wage rates apply to this Contract, all requirements
9 must be met and recorded properly on certified payroll
10

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

11
12
13
14 Delete the ninth paragraph, beginning with “On all projects, the Contractor shall
15 certify...”.

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

16
17
18
19
20 Revise this section to read:

21
22 The Contractor shall submit five copies of a Type A Progress Schedule no
23 later than at the preconstruction conference, or some other mutually agreed
24 upon submittal time. The schedule may be a critical path method (CPM)
25 schedule, bar chart, or other standard schedule format. Regardless of which
26 format used, the schedule shall identify the critical path. The Engineer will
27 evaluate the Type A Progress Schedule and approve or return the schedule
28 for corrections within 15 calendar days of receiving the submittal.
29

1-08.3(2)D Weekly Look Ahead Schedule

(August 2009 G&O GSP)

30
31
32
33 This Section is supplemented with the following:

34
35 The Contractor shall attend a weekly construction meeting with the
36 Contracting Agency. The meeting will include discussion of the weekly look
37 ahead schedule, status of the Work, utility coordination, and traffic control.
38 The Contractor’s superintendent/foreman shall attend and participate in the
39 weekly construction meeting.
40
41

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-08.4 Prosecution of Work**

(April 8, 2020 G&O GSP)

Delete the first sentence of this Section and replace with the following:

The Contract time shall begin on the first working day following the 10th calendar day after the issuance of the written notice to proceed or the first day on which the Contractor begins to perform Work on the site, whichever first occurs.

1-08.5 Time for Completion

(May 4, 2022 G&O GSP)

Delete this Section in its entirety and replace with the following:

The Contractor shall complete all Contract Work within the number of working days stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a working day unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the Contract specifically suspends Work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, June 19, July 4, Labor Day, November 11, Thanksgiving, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days, provided the Contractor actually suspends performance of the Work.

Any unworkable day is defined as a half or whole day the Engineer declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the Work. If the Contractor works, regardless of the weather, that day shall be counted as a working day. Other conditions beyond the control of the Contractor may qualify for an extension of time in accordance with Section 1-08.8.

The Contract time shall begin on the first working day following the 10th calendar day after the issuance of the written notice to proceed or the first day on which the Contractor begins to perform Work on the site, whichever first occurs. The Contract Provisions may specify another starting date for the Contract time, in which case time will begin on the starting date specified.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Each working day shall be charged to the Contract as it occurs until the
 2 Work is physically complete. If requested by the Contractor in writing, the
 3 Engineer will provide the Contractor with a weekly statement that shows the
 4 number of working days: (1) charged to the Contract the week before; (2)
 5 specified for the substantial and physical completion of the Contract; and
 6 (3) remaining for the substantial and physical completion of the Contract.
 7 The statement will also show the nonworking days and any partial or whole
 8 days that the Engineer determines to be unworkable. If the Contractor
 9 disagrees with any statement issued by the Engineer, the Contractor shall
 10 submit a written protest within 10 calendar days after the date of the
 11 statement. The protest shall be sufficiently detailed to enable the Engineer
 12 to ascertain the basis for the dispute and the amount of time disputed. Any
 13 statement that is not protested by the Contractor as required in this Section
 14 shall be deemed as having been accepted. If the Contractor elects to work
 15 10 hours a day for four days a week (a 4-10 schedule), the fifth day of the
 16 week of that week will be charged as a working day if that day would be
 17 chargeable as a working day if the Contractor had not elected to utilize the
 18 4-10 schedule.

19
 20 The Engineer will give the Contractor written notice of the Completion Date
 21 of the Contract after all of the Contractor's obligations under the Contract
 22 have been performed by the Contractor. The following events must occur
 23 before the Completion Date will be established:

- 24
- 25 1. The physical Work on the project must be complete; and
- 26
- 27 2. The Contractor must furnish all documentation required by the
- 28 Contract and required by law, to allow the Contracting Agency
- 29 to process final acceptance of the Contract. The following
- 30 documents must be received by the Project Engineer prior to
- 31 establishing a Completion Date:
- 32
- 33 a. Certified payrolls (per Section 1-07.9(5));
- 34
- 35 b. Material acceptance certification documents;
- 36
- 37 c. Final Contract Voucher certification;
- 38
- 39 d. Property owner releases required by Section 1-07.24.
- 40
- 41 e. Affidavits of Wages Paid for the Contractor and all
- 42 Subcontractors must be submitted to the Contracting
- 43 Agency.
- 44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1 f. A copy of the Notice of Termination sent to the
 2 Washington State Department of Ecology (Ecology);
 3 the elapse of 30 calendar days from the date of receipt
 4 of the Notice of Termination by Ecology; and no
 5 rejection of the Notice of Termination by Ecology. This
 6 requirement will not apply if the Construction
 7 Stormwater General Permit is transferred back to the
 8 Contracting Agency in accordance with
 9 Section 8-01.3(16).
 10

1-08.8 Extension of Time

(February 15, 2008 G&O GSP)

11
 12 Delete Item 6 of the third paragraph and replace it with the following:
 13

- 14
 15
 16 6. If the actual quantity of Work performed for a bid item was more than
 17 the original Plan quantity and increased the duration of a critical
 18 activity, and if the total extended bid price for that item at time of
 19 award was equal to or greater than 10 percent of the total Contract
 20 price at time of award. Extensions of time will be limited to only those
 21 bid items where the quantity exceeded the original Plan quantity by
 22 25 percent or more.
 23

1-08.9 Liquidated Damages

(June 16, 2006 G&O GSP)

24
 25
 26
 27 Delete this Section and replace it with the following:
 28

29 Time is of the essence of this Contract. All of the Work shall be completed
 30 within the time limits set forth in the Contract, and the Contractor's
 31 unexcused failure to do so shall result in liquidated damages being
 32 assessed as provided in the Contract Provisions.
 33

- 34 a. The Contractor acknowledges that the Contracting Agency
 35 will suffer monetary damages in the event of an unexcused
 36 delay in the substantial completion and physical completion of
 37 the Work. If the Contractor fails, without excuse under the
 38 Contract, or otherwise refuses to complete the Work within the
 39 Contract time, or any extension thereof granted by the
 40 Contracting Agency, the Contractor agrees to pay to the
 41 Contracting Agency the amount specified in the Contract
 42 Provisions, not as a penalty, but as liquidated damages for
 43 such breach of the Contract, for each day that the Contractor
 44 shall be in default after the time stipulated in the Contract for
 45 substantial completion and physical completion of the Work.

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

- 1
2 b. The amount of liquidated damages is fixed and agreed upon
3 by and between the Contractor and the Contracting Agency
4 because of the impracticability and extreme difficulty of
5 determining the actual damages that the Contracting Agency
6 would sustain. The amount of liquidated damages is
7 specifically agreed to be a reasonable approximation of the
8 damages which the Contracting Agency would sustain as a
9 result of an unexcused delay in the substantial completion and
10 the physical completion of the Work. The Contracting Agency
11 may retain liquidated damages from progress payments that
12 otherwise would be due to the Contractor.

1-09 MEASUREMENT AND PAYMENT**1-09.2(1) General Requirements for Weighing Equipment**

(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

- 21 4. Test results and scale weight records for each day's hauling
22 operations are provided to the Engineer daily. Reporting shall utilize
23 WSDOT form 422-027, Scaleman's Daily Report, unless the printed
24 ticket contains the same information that is on the Scaleman's Daily
25 Report Form. The scale operator must provide AM and/or PM tare
26 weights for each truck on the printed ticket.

1-09.2(5) Measurement

(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

33 **Scale Verification Checks** – At the Engineer's discretion, the Engineer
34 may perform verification checks on the accuracy of each batch, hopper, or
35 platform scale used in weighing contract items of Work.

1-09.6 Force Account

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

42 The cost to be included in the equitable adjustment for any changes directed
43 or approved in accordance with Section 1-04.4, will be determined by one
44 or more of the following methods:

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1 a. Contract unit bid prices previously approved; or
- 2
- 3 b. If there are no unit bid prices, an agreed lump sum; or
- 4
- 5 c. If the amount of the adjustment cannot be agreed upon in
- 6 advance or in the manner provided in subparagraph a. or b.
- 7 above, the cost will be determined by the actual cost of:
- 8
- 9 1. Labor including working foremen. Labor rates will
- 10 include the basic wage and fringe benefits, current
- 11 rates for Federal Insurance Compensation Act (FICA),
- 12 Federal Unemployment Tax Act (FUTA) and State
- 13 Unemployment Tax Act (SUTA), and the company's
- 14 present rates for medical aid and industrial insurance
- 15 premiums. Labor reimbursement calculations will be
- 16 based on a "Labor List" (List) prepared and submitted
- 17 by the Contractor and any Subcontractor before the
- 18 Contractor commences force account Work. The
- 19 Engineer may compare the List to payrolls and other
- 20 documents and may at any time, require the Contractor
- 21 to submit a new List.
- 22
- 23 In the event that an acceptable List is not received by
- 24 the time that force account calculations are begun, the
- 25 Engineer will develop a List unilaterally, utilizing the
- 26 best data available;
- 27
- 28 2. Materials and equipment incorporated permanently
- 29 into the Work;
- 30
- 31 3. The ownership or rental cost of equipment during the
- 32 time of use on the extra Work. Equipment rates shall
- 33 be as set forth in the then current AGC/WSDOT
- 34 Equipment Rental Agreement. These rates shall be full
- 35 compensation for all costs incidental to furnishing and
- 36 operating the equipment. The Contractor shall submit
- 37 copies of applicable portions of the AGC/WSDOT
- 38 Equipment Rental Agreement to the Engineer. The
- 39 rates listed in the Rental Rate Blue Book (as modified
- 40 by the current AGC/WSDOT Equipment Rental
- 41 Agreement) shall be full compensation for all fuel, oil,
- 42 lubrication, ordinary repairs, maintenance, and all other
- 43 costs incidental to furnishing and operating the
- 44 equipment except labor for operation; plus
- 45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

4. Overhead and Profit as follows:

For Work performed by the Contractor, an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bonds and business & occupation taxes.

For Subcontractor work, the Subcontractor will be allowed an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bonds and business & occupation taxes. The Contractor will be allowed an additional markup of 10 percent to compensate the Contractor for all administrative costs, including home office and field overhead, profit, bonds, insurance, business & occupation taxes and any other costs incurred.

In no case will the total fixed fee for the Contractor, all Subcontractors of all tiers exceed 30 percent.

1-09.7 Mobilization

(June 6, 2006, G&O GSP)

Delete the second and third paragraph of this Section. This Section is supplemented with the following:

Throughout construction and until the Physical Completion Date, the Contractor shall thoroughly comb and search the Work site and surrounding area and remove any waste construction material, empty containers, litter and other debris, whether or not deposited by the Contractor, and tidy up the surrounding general area to make it neat in appearance.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****ROUTINE CLEANING****A. General:**

1. Maintain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage, pedestrian or vehicle traffic.
2. Do not allow the accumulation of scrap, waste material, used containers, debris and other items not required for the Work.
3. At least once a week, and more often if necessary, completely remove all scrap, debris, and waste material from the Work site.
4. Provide adequate storage for all materials awaiting removal from the Work site, observing all requirements for fire protection and protection of the environment.

B. Site:

1. Daily, and more often if necessary, inspect the Work site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage until they can be disposed of.
2. Weekly, and more often if necessary, inspect the arrangement of all materials and equipment stored on the Work site, re-stack, tidy or otherwise rearrange them to meet the requirements above.
3. Maintain the Work site at all times in a neat and orderly condition meeting the approval of the Contracting Agency.

FINAL CLEANING**A. General:**

Prior to final inspection, remove from the Work site all tools, surplus materials, equipment, scrap, debris and waste. The Contractor shall thoroughly comb and search the surrounding area and remove any debris of any kind and tidy up the general area to make it neat in appearance, including removal of debris not deposited by the Contractor's operations.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 Payment**

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29 1-09.8 Payment for Material on Hand**30 (June 16, 2006 G&O GSP)**

31

32

Delete the first paragraph of this Section and replace it with the following:

33

34

35

36

37

The Contracting Agency may reimburse the Contractor for 90 percent of the invoice amount of the material and equipment purchased before their incorporation into the Work if they:

38

39

40

41

42

43

44

45

1. Meet the requirements of the Plans and Specifications;
2. Are delivered to or stockpiled near the Work site or to another Engineer-approved storage site; and
3. Consist of: piping material, reinforcing steel, bronze plates, structural steel; machinery; piling, timber and lumber (not including forms and falsework), large signs unique to the

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Work, prestressed concrete beams or girders, or other
2 material the Engineer may approve.
3

1-09.9 Payments

4 (February 7, 2022 G&O GSP)
5
6

7 This Section is revised to read:
8

9 The basis of payment will be the actual quantities of Work performed
10 according to the Contract and as specified for payment.
11

12 The Contractor shall submit a breakdown of the cost of lump sum bid items
13 at the Preconstruction Conference, to enable the Project Engineer to
14 determine the Work performed on a monthly basis. A breakdown is not
15 required for lump sum items that include a basis for incremental payments
16 as part of the respective Specification. Absent a lump sum breakdown, the
17 Project Engineer will make a determination based on information available.
18 The Project Engineer's determination of the cost of work shall be final.
19

20 Progress payments for completed work and material on hand will be based
21 upon progress estimates prepared by the Engineer. A progress estimate
22 cutoff date will be established at the preconstruction conference.
23

24 The initial progress estimate will be made not later than 30 days after the
25 Contractor commences the work, and successive progress estimates will
26 be made every month thereafter until the Completion Date. Progress
27 estimates made during progress of the work are tentative, and made only
28 for the purpose of determining progress payments. The progress estimates
29 are subject to change at any time prior to the calculation of the final
30 payment.
31

32 The value of the progress estimate will be the sum of the following:
33

- 34 1. Price Items in the Bid Form — the approximate quantity of
35 acceptable units of work completed multiplied by the unit price.
36
- 37 2. Sum Items in the Bid Form — based on the approved Contractor's
38 lump sum breakdown for that item, or absent such a breakdown,
39 based on the Engineer's determination.
40
- 41 3. On Hand — 90 percent of invoiced cost of material delivered to Job
42 site or other storage area approved by the Engineer.
43
- 44 4. Orders — entitlement for approved extra cost or completed extra
45 work as determined by the Engineer.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1
2 Progress payments will be made in accordance with the progress estimate
3 less:

- 4
5 1. Per Section 1-09.9(1), on non FHWA-funded projects;
6
7 2. Amount of progress payments previously made; and
8
9 3. Withheld by the Contracting Agency for disbursement in accordance
10 with the Contract Documents.

11
12 Progress payments for work performed shall not be evidence of acceptable
13 performance or an admission by the Contracting Agency that any work has
14 been satisfactorily completed. The determination of payments under the
15 contract will be final in accordance with Section 1-05.1.

16
17 Failure to perform any of the obligations under the Contract by the
18 Contractor may be decreed by the Contracting Agency to be adequate
19 reason for withholding any payments until compliance is achieved.

20
21 Upon completion of all Work and after final inspection (Section 1-05.11), the
22 amount due the Contractor under the Contract will be paid based upon the
23 final estimate made by the Engineer and presentation of a Final Contract
24 Voucher Certification to be signed by the Contractor. The Contractor's
25 signature on such voucher shall be deemed a release of all claims of the
26 Contractor unless a Certified Claim is filed in accordance with the
27 requirements of Section 1-09.11 and is expressly excepted from the
28 Contractor's certification on the Final Contract Voucher Certification. The
29 date the Contracting Agency signs the Final Contract Voucher Certification
30 constitutes the final acceptance date (Section 1-05.12).

31
32 If the Contractor fails, refuses, or is unable to sign and return the Final
33 Contract Voucher Certification or any other documentation required for
34 completion and final acceptance of the Contract, the Contracting Agency
35 reserves the right to establish a Completion Date (for the purpose of
36 meeting the requirements of RCW 60.28) and unilaterally accept the
37 Contract. Unilateral final acceptance will occur only after the Contractor has
38 been provided the opportunity, by written request from the Engineer, to
39 voluntarily submit such documents. If voluntary compliance is not achieved,
40 formal notification of the impending establishment of a Completion Date and
41 unilateral final acceptance will be provided by email with delivery
42 confirmation from the Contracting Agency to the Contractor, which will
43 provide 30 calendar days for the Contractor to submit the necessary
44 documents. The 30 calendar day period will begin on the date the email with
45 delivery confirmation is received by the Contractor. The date the Contracting

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Agency unilaterally signs the Final Contract Voucher Certification shall
 2 constitute the Completion Date and the final acceptance date
 3 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally
 4 accept the Contract will apply to Contracts that are Physically Completed in
 5 accordance with Section 1-08.5, or for Contracts that are terminated in
 6 accordance with Section 1-08.10. Unilateral final acceptance of the
 7 Contract by the Contracting Agency does not in any way relieve the
 8 Contractor of their responsibility to comply with all Federal, State, tribal, or
 9 local laws, ordinances, and regulations that affect the Work under the
 10 Contract.

11
 12 Payment to the Contractor of partial estimates, final estimates, and retained
 13 percentages shall be subject to controlling laws.

14
 15 **1-09.11(3) Time Limitation and Jurisdiction**
 16 (November 30, 2018 APWA GSP)

17
 18 Revise this section to read:

19
 20 For the convenience of the parties to the Contract it is mutually agreed by
 21 the parties that any claims or causes of action which the Contractor has
 22 against the Contracting Agency arising from the Contract shall be brought
 23 within 180 calendar days from the date of final acceptance (Section 1-05.12)
 24 of the Contract by the Contracting Agency; and it is further agreed that any
 25 such claims or causes of action shall be brought only in the Superior Court
 26 of the county where the Contracting Agency headquarters is located,
 27 provided that where an action is asserted against a county, RCW 36.01.050
 28 shall control venue and jurisdiction. The parties understand and agree that
 29 the Contractor's failure to bring suit within the time period provided, shall be
 30 a complete bar to any such claims or causes of action. It is further mutually
 31 agreed by the parties that when any claims or causes of action which the
 32 Contractor asserts against the Contracting Agency arising from the Contract
 33 are filed with the Contracting Agency or initiated in court, the Contractor
 34 shall permit the Contracting Agency to have timely access to any records
 35 deemed necessary by the Contracting Agency to assist in evaluating the
 36 claims or action.

37
 38 **1-09.13(1) General**
 39 (January 19, 2022 APWA GSP)

40
 41 Revise this section to read:

42
 43 Prior to seeking claims resolution through arbitration or litigation, the
 44 Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11.
 45 The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 as a condition precedent to the Contractor's right to seek claim resolution
2 through binding arbitration or litigation.

3
4 Any claims or causes of action which the Contractor has against the
5 Contracting Agency arising from the Contract shall be resolved, as
6 prescribed herein, through binding arbitration or litigation.

7
8 The Contractor and the Contracting Agency mutually agree that those
9 claims or causes of action which total \$1,000,000 or less, which are not
10 resolved by mediation, shall be resolved through litigation unless the parties
11 mutually agree in writing to resolve the claim through binding arbitration.

12
13 The Contractor and the Contracting Agency mutually agree that those
14 claims or causes of action in excess of \$1,000,000, which are not resolved
15 by mediation, shall be resolved through litigation unless the parties mutually
16 agree in writing to resolve the claim through binding arbitration.

17

18 **1-09.13(3)A Arbitration General**

19 (January 19, 2022 APWA GSP)

20

21 Revise the third paragraph to read:

22

23 The Contracting Agency and the Contractor mutually agree to be bound by
24 the decision of the arbitrator, and judgment upon the award rendered by the
25 arbitrator may be entered in the Superior Court of the county in which the
26 Contracting Agency's headquarters is located, provided that where claims
27 subject to arbitration are asserted against a county, RCW 36.01.050 shall
28 control venue and jurisdiction of the Superior Court. The decision of the
29 arbitrator and the specific basis for the decision shall be in writing. The
30 arbitrator shall use the Contract as a basis for decisions.

31

32 **1-09.13(4) Venue for Litigation**

33 (January 19, 2022 APWA GSP)

34

35 Revise this section to read:

36

37 Litigation shall be brought in the Superior Court of the county in which the
38 Contracting Agency's headquarters is located, provided that where claims
39 are asserted against a county, RCW 36.01.050 shall control venue and
40 jurisdiction of the Superior Court. It is mutually agreed by the parties that
41 when litigation occurs, the Contractor shall permit the Contracting Agency
42 to have timely access to any records deemed necessary by the Contracting
43 Agency to assist in evaluating the claims or action.

44

45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1-10 TEMPORARY TRAFFIC CONTROL****1-10.2(1) General**

(January 3, 2017 WSDOT GSP)

This Section is supplemented with the following:

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans

(March 31, 2016 G&O GSP)

This Section is supplemented with the following:

If traffic control plans are not included in the Contract Documents, the Contractor shall submit traffic control plans for the Engineer's review and approval.

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

(August 2, 2004 WSDOT GSP)

This Section is supplemented with the following:

The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

ATTACHMENT 1

DIVISION 2
EARTHWORK

ATTACHMENT 1

1 **2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP**2
3 **2-01.1 Description**

4 (December 7, 2006 G&O GSP)

5
6 This Section is supplemented with the following:7
8 Clearing and grubbing on this project shall be performed within the within
9 the construction area noted on the Plans. The area to be cleared and
10 grubbed shall extend to 1 foot beyond the improvements (i.e., toe of fill,
11 top of cut slope, fence, sidewalk, pavement removal area, pavement, curb,
12 etc.) unless indicated otherwise on the Plans. The Contractor shall
13 coordinate with the Engineer to protect and leave in place those trees,
14 landscaping, or other items specifically identified to be saved. Where
15 such is required, the Contractor shall flag those trees, shrubs, etc., to
16 identify to his workforce their need to be saved.
1718 Existing landscaping, including but not limited to, rockeries, beauty bark,
19 decorative gravel or rock, bushes, trees, and shrubbery within and/or
20 adjacent to the work areas shall be protected from damage and/or
21 removed and/or relocated as indicated on the Plans. The Contractor shall
22 provide protection, removal, temporary or permanent relocation, watering,
23 staking, etc., as directed by the Engineer.
2425 Unless indicated otherwise on the Plans, the property owners shall be
26 allowed to remove and/or relocate trees, shrubs, irrigation, wood headers,
27 ornamental plants, and any other decorative landscaping materials within
28 the work areas that they wish to save. The Contractor shall notify both
29 verbally and in writing (by certified mail) all abutting property owners and
30 allow them a minimum of two weeks from the date the property owner is
31 notified for the property owner to remove landscaping within the work
32 area. The Contractor shall submit a checklist to the Contracting Agency
33 verifying notification of property owners of landscaping relocation
34 requirements. The Contractor shall remove and wastehaul all such items
35 not removed by the property owner. Prior to the removal of the
36 landscaping materials, the Contractor must receive approval from the
37 Engineer to begin this work.
3839 If the Contractor removes or damages any existing vegetation,
40 landscaping item or private irrigation system not designated for removal
41 because of any act, omission, neglect or misconduct in the execution of
42 the work, such items shall be restored or replaced in kind by the
43 Contractor to a condition similar or equal to that existing before such
44 damage or removal occurred.
45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****2-01.2 Disposal of Usable Material and Debris**

(December 7, 2006 G&O GSP)

Delete the third paragraph of this Section and replace with the following:

Refuse and debris shall be loaded and hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of state, county, and municipal regulations regarding health, safety and public welfare.

2-01.5 Payment

(*****)

This Section is supplemented with the following:

All costs associated with clearing and grubbing shall be included in the various unit contract and lump sum prices bid.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**2-02.1 Description**

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

This work also consists of removing, handling and disposing of deleterious material or debris encountered during roadway, sidewalk, and trench excavation or other work as indicated on the Plans within the Project site, including, but not limited to, existing pipes, utility structures or appurtenances, riprap, buried concrete including thrust blocks, concrete footings and/or slabs, buried logs or debris, asphalt pavement, cement concrete pavement, sidewalks, fences, landscaping items, rock walls, guardrail, signs and any and all other structures and obstructions (unless a separate bid item has been provided for this work). All salvageable items shall be removed and delivered to the Contracting Agency unless indicated otherwise on the Plans.

2-02.3 Construction Requirements

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The removal of any existing improvements shall be conducted in such a manner as not to damage utilities and any portion of the infrastructure that is to remain in place. Any deviation in this matter will obligate the

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Contractor at his own expense, to repair, replace or otherwise make
2 proper restoration to the satisfaction of the Contracting Agency.
3

4 When sawing of concrete or combinations of materials is required, the
5 depth of cut shall be as required to accomplish the intended purpose,
6 without damaging surfaces to be left in place and will be determined in the
7 field to the satisfaction of the Engineer.
8

9 Unless otherwise indicated on the Plans or in the Special Provisions, all
10 structures, castings, pipe and other material of recoverable value removed
11 from the Project site shall be carefully salvaged and delivered to the
12 Owner of said utility items in good condition and in such order of salvage
13 as the Engineer may direct. Materials and other items deemed of no
14 value by the Engineer shall be promptly removed, loaded and
15 wastehauled by the Contractor and becomes his property, to be disposed
16 of at his discretion, in compliance with regulatory requirements.
17

18 Waste materials shall be loaded and hauled to a waste site secured by the
19 Contractor and shall be disposed of in such a manner as to meet all
20 requirements of state, county and municipal regulations regarding health,
21 safety and public welfare.
22

23 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters**

24 (January 4, 2010 G&O GSP)
25

26 This Section is supplemented with the following:
27

28 Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and
29 gutters shall be removed at the nearest construction joint where possible,
30 and removed and wastehauled as required for the construction of this
31 Project. Where directed by the Engineer, cement concrete curbs or curb
32 and gutter shall be saw-cut prior to removal. Existing pavement shall be
33 precut before commencing excavation and shall be removed as required
34 for the construction.
35

36 Where shown on the Plans or where directed in the field by the Engineer,
37 the Contractor shall make a neat vertical saw-cut at the boundaries of the
38 area to be removed. Care shall be taken during sawcutting so as to
39 prevent damage to the existing asphalt concrete, or concrete, to remain in
40 place. Any pavement or concrete damaged by the Contractor outside the
41 area scheduled for removal due to the Contractor's operations or
42 negligence shall be repaired or replaced to the Contracting Agency's
43 satisfaction by the Contractor at no additional cost to the Contracting
44 Agency.
45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 All cuts shall be continuous, full depth, and shall be made with saws
 2 specifically equipped for this purpose. No skip cutting or jack hammering
 3 will be allowed unless specifically approved otherwise in writing by the
 4 Engineer.

5
 6 Wheel cutting or jack hammering shall not be considered an acceptable
 7 means of pavement "cutting," unless pre-approved in writing by the
 8 Engineer. However, even if pre-approved as a method of cutting, no
 9 payment will be made for this type of work, and it shall be included in the
 10 various unit contract and lump sum prices listed in the Proposal.

11
 12 The location of all pavement cuts shall be pre-approved by the Engineer in
 13 the field before cutting commences.

14
 15 All water and slurry material resulting from sawcutting operations shall not
 16 be allowed to enter the storm drainage or sanitary sewer system and shall
 17 be removed from the site and disposed of in accordance with the
 18 Washington State Department of Ecology regulations.

2-02.5 Payment

19
 20 (November 24, 2010 G&O GSP)

21
 22 This Section is supplemented with the following:

23
 24
 25 All costs for sawcutting as indicated in the Plans and as may be
 26 additionally necessary to construct the Project shall be included in the unit
 27 contract and lump sum prices as listed in the Proposal. No additional or
 28 separate payment will be made for sawcutting.

29
 30 The lump sum contract price for "Removal of Structures and Obstructions"
 31 shall be full compensation for furnishing all tools, labor, equipment,
 32 materials, and incidentals necessary for removing, loading, hauling,
 33 relocating, disposing of, and/or delivering items as noted herein and
 34 directed in the field by the Resident Inspector, to include but not limited to,
 35 fees and permits related to disposal.

2-03 ROADWAY EXCAVATION AND EMBANKMENT**2-03.1 Description**

36
 37 (March 17, 2016 G&O GSP)

38
 39 This Section is supplemented with the following:

40
 41
 42 This work also includes wet weather and wet condition earthwork
 43 measures.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1

2

2-03.3 Construction Requirements

3

(January 7, 2013 G&O GSP)

4

5

This Section is supplemented with the following:

6

7

The following items shall be followed if earthwork is to be performed in wet weather or in wet conditions:

8

9

10

1. Earthwork shall be performed in small sections to minimize exposure to wet weather. Excavation or the removal of unsuitable soil shall be followed immediately by the placement and compaction of a suitable thickness (generally eight inches or less) of clean structural fill. The size and/or type of construction equipment shall be selected as required to prevent soil disturbance. In some instances, it may be necessary to limit equipment size to minimize subgrade disturbance caused by equipment traffic.

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2. During wet weather conditions, the allowable fines content of the gravel borrow shall be reduced to no more than 5 percent by weight based on the portion passing the 3/4-inch sieve. The sand equivalent shall be 50 percent minimum.

20

21

22

23

24

3. The ground surface in the construction area shall be graded to promote the rapid runoff of surface water and to prevent ponding of water.

25

26

27

28

4. No soil should be left uncompacted and exposed to moisture. A smooth drum vibratory roller, or equivalent, shall be used to seal the ground surface.

29

30

31

32

5. Excavation and placement of fill or backfill material will be observed by the Engineer, to determine that all work is being accomplished in accordance with the project specifications.

33

34

35

36

2-03.3(7)B Haul

37

(January 7, 2013 G&O GSP)

38

39

Delete this Section and replace it with the following:

40

41

There shall be no separate payment for haul of excess or unsuitable excavated material, or debris to the Contractor provided disposal site. The Contracting Agency is not providing a disposal site for this Project. All costs for haul shall be included in the bid prices for other work.

42

43

44

45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 2-03.3(7)C Contractor-Provided Disposal Site**

2 (January 7, 2013 G&O GSP)

3
4 Delete the first paragraph and replace it with the following:

5
6 The Contractor shall arrange for the disposal of the excess or unsuitable
7 excavated material, or other materials at no expense to the Contracting
8 Agency.

9 10 2-03.3(10) Selected Material

11 (May 5, 2016 G&O GSP)

12
13 Delete the second paragraph and insert the following in its place:

14
15 **Direct Hauling.** If it is practical, the Contractor shall haul selected
16 material immediately from the excavation to its final place on the
17 Roadbed. The Contracting Agency will pay for such Work at the unit
18 Contract price for "Excavation, Embankment and Grading, Incl. Haul."

19
20 Delete the fifth paragraph and insert the following in its place:

21
22 There will be not additional payment for hauling, handling and stockpiling
23 selected materials.

24 25 2-03.3(12) Overbreak

26
27 Delete the last sentence in this Section.

28 29 2-03.4 Measurement

30 (May 5, 2016 G&O GSP)

31
32 Delete all paragraphs under this Section and replace with the following:

33
34 Measurement of Unsuitable Foundation Excavation, Incl. Haul will be per
35 cubic yard, as field measured in the excavated area (not truck
36 measurement).

37 38 2-03.5 Payment

39 (October 25, 2019 G&O GSP)

40
41 Delete all paragraphs under this Section and replace with the following:

42
43 Payment will be made in accordance with Section 1-04.1 for each of the
44 following bid items that are included in the Proposal:

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 “Unsuitable Foundation Excavation, Incl. Haul,” per cubic yard.

2

3 In the event that the Engineer directs and authorizes the Contractor to
4 excavate unsuitable material below design subgrade, then this additional
5 excavation, to include excavating, loading, wastehauling and disposal of
6 the material shall be measured and paid at the unit contract price per
7 cubic yard for “Unsuitable Foundation Excavation, Incl. Haul.”

8

9 **2-04 HAUL**

10

11 **2-04.1 Description**

12 (June 16, 2006 G&O GSP)

13

14 This Section is supplemented with the following:

15

16 If the sources of materials provided by the Contractor necessitates hauling
17 over any public roads, the Contractor shall, at the Contractor’s expense,
18 make all arrangements for the use of the haul routes. No separate monies
19 will be due the Contractor for this work.

20

21 **2-06 SUBGRADE PREPARATION**

22

23 **2-06.3(1) Subgrade for Surfacing**

24 (June 16, 2006 G&O GSP)

25

26 This Section is supplemented with the following:

27

28 9. The grading shall be completed at least 300 feet ahead of the
29 placing of gravel borrow or crushed surfacing base material.

30

31 **2-07 WATERING**

32

33 **2-07.3 Construction Requirements**

34 (November 24, 2010 G&O GSP)

35

36 This Section is supplemented with the following:

37

38 During construction, the Contractor shall have dedicated to the Project a
39 suitable water truck that shall be operated as necessary to control dust.
40 Failure to have a water truck immediately accessible to the job and failure
41 to use a water truck for dust control shall be adequate reason for the
42 Engineer to issue a suspension of work.

43

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Water for this Project may be obtained from the City of Bellevue. A
 2 hydrant permit will be required to be secured by the Contractor for any
 3 necessary water.
 4

5 Water will be provided at the convenience of the City of Bellevue and shall
 6 be used sparingly and not wasted. The City of Bellevue reserves the right
 7 to control the location and use of water based on the City's own needs.
 8

2-07.5 Payment

9
 10 (*****)
 11

12 This Section is supplemented with the following:
 13

14 The cost for all water permit(s), and furnishing and placing water shall be
 15 included in the various unit contract and lump sum prices bid.
 16

2-09 STRUCTURE EXCAVATION**2-09.3(1) General Requirements**

17
 18
 19 (August 1, 2009 G&O GSP)
 20
 21

22 This Section is supplemented with the following:
 23

24 When any Work is being considered by the Contractor in the vicinity of an
 25 existing utility, the Contractor shall so inform an authority of the particular
 26 utility in ample time so that the utility involved and the Contractor may take
 27 any precautions necessary to facilitate construction in the vicinity of the
 28 utility, and thereby protect that particular utility from damage.
 29

Protecting and Maintaining Utility Service

30
 31
 32 The Contractor shall protect and maintain the operational service of
 33 existing utility systems in a continuous manner as possible. The
 34 Contractor shall have the approval from the Engineer and notification shall
 35 be given to the Contracting Agency before any disruptions of service in
 36 existing utilities will be allowed. The Contractor shall comply with all the
 37 conditions established by the Engineer and the Contracting Agency. The
 38 Contractor shall give the utility owner a minimum notice of 48 hours before
 39 disrupting any planned service interruption. No planned interruption to an
 40 existing system shall be allowed on Fridays, weekends, or holidays,
 41 unless specifically agreed to in writing by the Contracting Agency. Where
 42 services are to be shut down, affected parties shall be notified in writing by
 43 the Contractor (i.e., door hangers) at least 48 hours and not more than
 44 72 hours in advance of the time and period of shut down. The Contractor
 45 shall make every effort to keep shut down schedules to periods of

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 anticipated minimum usage and for the least period of time.

2
3 Where the construction crosses or is adjacent to existing utilities, the
4 Contractor shall exercise extreme care to protect such utilities from
5 damage. Additionally, the Contractor shall review the Plans, the project
6 site and familiarize himself with the various utilities and plan his
7 construction activities in recognition that the very close proximity of
8 existing utilities to the proposed work will adversely affect production rates
9 of installation of the various planned improvements. The Contractor is
10 hereby advised and cautioned that the location of existing utilities will be
11 cause for considerable and extreme care and due diligence on the part of
12 the Contractor. As such, work production rates are anticipated to be
13 significantly impacted by their presence and normal production rates
14 should not be anticipated, during construction by the Contractor for work in
15 these areas. The Contractor shall anticipate minor alignment adjustments
16 will also be required to accommodate the installation of utilities.

17
18 **2-09.3(5) Locating Utilities (New Section)**

19 (March 3, 2011 G&O GSP)

20
21 A reasonable attempt has been made to locate known existing utilities; however,
22 the exact location, and/or depth is unknown in most instances. It shall be the
23 responsibility of the Contractor to locate existing utilities, to include their
24 respective depths.

25
26 The Contractor shall provide field exploration through vacuum excavation,
27 potholing or other suitable means to locate more precisely existing underground
28 utilities as to location and depth. The Contractor shall decide on the difficulties to
29 be encountered in constructing the project, and determine therefrom the extent of
30 exploration required to expedite the construction to first prevent damage to those
31 utilities, and secondly to determine if the new construction is to go around, over
32 or under the existing utility. Where underground utilities are found to be in the
33 way of construction, such condition shall not be deemed to be a changed or
34 differing site condition, and if necessary, minor pipe alignment or grade will be
35 modified at no additional cost to the Contracting Agency. At a minimum,
36 potholing will be required at all utility interties prior to trench excavation for
37 connections and at all major utility crossings, and potential conflicts noted by
38 underground location notification as may be directed by the Engineer. See
39 Contract Plans for additional specific locations.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 2-09.4 Measurement**

2 (March 3, 2011 G&O GSP)

3

4 This Section is supplemented with the following:

5

6 No specific unit of measurement shall apply to the lump sum item of locate
7 existing utilities.

8

9 2-09.5 Payment

10 (March 3, 2011 G&O GSP)

11

12 Delete all paragraphs under this Section and replace with the following:

13

14 Payment will be made in accordance with Section 1-04.1 for each of the
15 following bid items that are included in the Proposal.

16

17 "Locate Existing Utilities," per lump sum.

18

19 The lump sum contract price for "Locate Existing Utilities" shall be full
20 compensation for all costs incurred by the Contractor in performing the
21 work. This bid item shall be paid proportionate to the installation of all
22 utilities, complete and in place.

ATTACHMENT 1

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

ATTACHMENT 1

1 **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

2

3 **3-01.2 Material Sources, General Requirement**

4

5 **3-01.2(1) Approval of Source**

6 (August 16, 2012 G&O GSP)

7

8 This Section is supplemented with the following:

9

10 The Contractor is responsible for all costs associated with approval of the
11 material source.

ATTACHMENT 1

DIVISION 4

BASES

ATTACHMENT 1

1 **4-04 BALLAST AND CRUSHED SURFACING**

2

3 **4-04.4 Measurement**

4 (March 17, 2016 G&O GSP)

5

6 Delete the last sentence in this Section and replace with the following:

7

8

9

10 No measurement will be made for water used in placing and compacting
11 surfacing materials.

12

13 **4-04.5 Payment**

14 (March 17, 2016 G&O GSP)

15

16 This Section is supplemented with the following:

17

18

19

20

21

22

The unit contract prices for the various types of ballast, structural fill, crushed surfacing base course, and crushed surfacing top course materials shall include all costs for obtaining the materials, hauling the materials to the site, stockpiling, spreading, grading, shaping, moisture conditioning, compacting, material and compaction testing, and all other incidentals, complete, in place. Asphalt grindings are not subject to reimbursement under any of these bid items.

ATTACHMENT 1

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

ATTACHMENT 1

5-04 HOT MIX ASPHALT
(March 23, 2022 G&O GSP)

Delete this entire section with the exception of 5-04.2(1), and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2).
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

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The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.

Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(2) Mix Design – Obtaining Project Approval

ESALs

The number of ESALs for the design and acceptance of the HMA shall be 0.3 to < 3 million.

Commercial HMA shall be an HMA Cl. 1/2" PG 58H-22 design mix.

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches,

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other
 2 nonstructural applications of HMA accepted by commercial evaluation shall
 3 be as approved by the Project Engineer. Sampling and testing of HMA
 4 accepted by commercial evaluation will be at the option of the Project
 5 Engineer. The Proposal quantity of HMA that is accepted by commercial
 6 evaluation will be excluded from the quantities used in the determination of
 7 nonstatistical evaluation.

8
 9 **Nonstatistical Mix Design.** Fifteen days prior to the first day of
 10 paving the contractor shall provide one of the following mix design
 11 verification certifications for Contracting Agency review:

- 12
- 13 • The WSDOT Mix Design Evaluation Report from the current WSDOT
 14 QPL, or one of the mix design verification certifications listed below.
 15
- 16 • The proposed HMA mix design on WSDOT Form 350-042 with the
 17 seal and certification (stamp & signature) of a valid licensed
 18 Washington State Professional Engineer.
- 19
- 20 • The Mix Design Report for the proposed HMA mix design developed
 21 by a qualified City or County laboratory that is within one year of the
 22 approval date.**
 23

24 The mix design shall be performed by a lab accredited by a national
 25 authority such as Laboratory Accreditation Bureau, L-A-B for Construction
 26 Materials Testing, The Construction Materials Engineering Council
 27 (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall
 28 supply evidence of participation in the AASHTO resource proficiency
 29 sample program.

30
 31 Mix designs for HMA accepted by Nonstatistical evaluation shall:

- 32
- 33 • Have the aggregate structure and asphalt binder content determined
 34 in accordance with WSDOT Standard Operating Procedure 732 and
 35 meet the requirements of Sections 9-03.8(2), except that Hamburg
 36 testing for ruts and stripping are at the discretion of the Engineer, and
 37 9-03.8(6).
 38
- 39 • Have anti-strip requirements, if any, for the proposed mix design
 40 determined in accordance with AASHTO T 283 or T 324, or based
 41 on historic anti-strip and aggregate source compatibility from
 42 previous WSDOT lab testing.
 43

44 At the discretion of the Engineer, agencies may accept verified mix designs
 45 older than 12 months from the original verification date with a certification

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1 from the Contractor that the materials and sources are the same as those
 2 shown on the original mix design.
 3

4 **Commercial Evaluation** Approval of a mix design for “Commercial
 5 Evaluation” will be based on a review of the Contractor’s submittal of
 6 WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation
 7 is not required) or a Mix Design from the current WSDOT QPL or from one
 8 of the processes allowed by this section. Testing of the HMA by the
 9 Contracting Agency for mix design approval is not required.

10
 11 **5-04.2(2)B Using Warm Mix Asphalt Processes**

12
 13 The Contractor may elect to use additives that reduce the optimum mixing
 14 temperature or serve as a compaction aid for producing HMA. Additives
 15 include organic additives, chemical additives and foaming processes. The
 16 use of Additives is subject to the following:
 17

- 18 • Do not use additives that reduce the mixing temperature more than
 19 allowed in Section 5-04.3(6) in the production of mixtures.
- 20
 21 • Before using additives, obtain the Engineer’s approval using
 22 WSDOT Form 350-076 to describe the proposed additive and
 23 process.

24
 25 **5-04.3 Construction Requirements**

26
 27 **5-04.3(1) Weather Limitations**

28
 29 Do not place HMA for wearing course on any Traveled Way beginning
 30 October 1st through March 31st of the following year without written
 31 concurrence from the Engineer.
 32

33 Do not place HMA on any wet surface, or when the average surface
 34 temperatures are less than those specified below, or when weather
 35 conditions otherwise prevent the proper handling or finishing of the HMA.
 36

37 **Minimum Surface Temperature for Paving**

38

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55 degrees F	45 degrees F
0.10 to .20	45 degrees F	35 degrees F
More than 0.20	35 degrees F	35 degrees F

39
 40

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****5-04.3(2) Paving Under Traffic**

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment**5-04.3(3)A Mixing Plant**

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 valve at the mixer unit. The thermometer location shall be convenient
 2 and safe for access by Inspectors. The plant shall also be equipped
 3 with an approved dial-scale thermometer, a mercury actuated
 4 thermometer, an electric pyrometer, or another approved
 5 thermometric instrument placed at the discharge chute of the drier to
 6 automatically register or indicate the temperature of the heated
 7 aggregates. This device shall be in full view of the plant operator.
 8

9 **3. Heating of Asphalt Binder** – The temperature of the asphalt binder
 10 shall not exceed the maximum recommended by the asphalt binder
 11 manufacturer nor shall it be below the minimum temperature
 12 required to maintain the asphalt binder in a homogeneous state. The
 13 asphalt binder shall be heated in a manner that will avoid local
 14 variations in heating. The heating method shall provide a continuous
 15 supply of asphalt binder to the mixer at a uniform average
 16 temperature with no individual variations exceeding 25 degrees F.
 17 Also, when a WMA additive is included in the asphalt binder, the
 18 temperature of the asphalt binder shall not exceed the maximum
 19 recommended by the manufacturer of the WMA additive.
 20

21 **4. Sampling and Testing of Mineral Materials** – The HMA plant shall
 22 be equipped with a mechanical sampler for the sampling of the
 23 mineral materials. The mechanical sampler shall meet the
 24 requirements of Section 1-05.6 for the crushing and screening
 25 operation. The Contractor shall provide for the setup and operation
 26 of the field testing facilities of the Contracting Agency as provided for
 27 in Section 3-01.2(2).
 28

29 **5. Sampling HMA** – The HMA plant shall provide for sampling HMA by
 30 one of the following methods:
 31

- 32 a. A mechanical sampling device attached to the HMA plant.
- 33
- 34 b. Platforms or devices to enable sampling from the hauling
 35 vehicle without entering the hauling vehicle.
 36

37 **5-04.3(3)B Hauling Equipment**

38
 39 Trucks used for hauling HMA shall have tight, clean, smooth metal beds
 40 and shall have a cover of canvas or other suitable material of sufficient size
 41 to protect the mixture from adverse weather. Whenever the weather
 42 conditions during the work shift include, or are forecast to include,
 43 precipitation or an air temperature less than 45 degrees F or when time from
 44 loading to unloading exceeds 30 minutes, the cover shall be securely
 45 attached to protect the HMA.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

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5-04.3(3)C Pavers

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The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 first course of HMA when approved by the Engineer. Whenever the
 2 Engineer determines that any of these methods are failing to provide the
 3 necessary vertical control, the reference lines will be reinstalled by the
 4 Contractor.

5
 6 The Contractor shall furnish and install all pins, brackets, tensioning
 7 devices, wire, and accessories necessary for satisfactory operation of the
 8 automatic control equipment.

9
 10 If the paving machine in use is not providing the required finish, the
 11 Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or
 12 solvent type liquids spilled on the pavement shall be thoroughly removed
 13 before paving proceeds.

14
 15 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

16
 17 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the
 18 Engineer's approval, unless otherwise required by the contract.

19
 20 Where an MTD/V is required by the contract, the Engineer may approve
 21 paving without an MTD/V, at the request of the Contractor. The Engineer
 22 will determine if an equitable adjustment in cost or time is due.

23
 24 When used, the MTD/V shall mix the HMA after delivery by the hauling
 25 equipment and prior to laydown by the paving machine. Mixing of the HMA
 26 shall be sufficient to obtain a uniform temperature throughout the mixture.
 27 If a windrow elevator is used, the length of the windrow may be limited in
 28 urban areas or through intersections, at the discretion of the Engineer.

29
 30 To be approved for use, an MTV:

- 31
- 32 1. Shall be self-propelled vehicle, separate from the hauling vehicle or
 33 paver.
 - 34 2. Shall not be connected to the hauling vehicle or paver.
 - 35 3. May accept HMA directly from the haul vehicle or pick up HMA from
 36 a windrow.
 - 37 4. Shall mix the HMA after delivery by the hauling equipment and prior
 38 to placement into the paving machine.
 - 39 5. Shall mix the HMA sufficiently to obtain a uniform temperature
 40 throughout the mixture.
 - 41
 - 42
 - 43
 - 44
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SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 To be approved for use, an MTD:

- 2
- 3 1. Shall be positively connected to the paver.
- 4
- 5 2. May accept HMA directly from the haul vehicle or pick up HMA from
- 6 a windrow.
- 7
- 8 3. Shall mix the HMA after delivery by the hauling equipment and prior
- 9 to placement into the paving machine.
- 10
- 11 4. Shall mix the HMA sufficiently to obtain a uniform temperature
- 12 throughout the mixture.
- 13

5-04.3(3)E Rollers

14

15

16 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire

17 type, in good condition and capable of reversing without backlash.

18 Operation of the roller shall be in accordance with the manufacturer's

19 recommendations. When ordered by the Engineer for any roller planned for

20 use on the project, the Contractor shall provide a copy of the manufacturer's

21 recommendation for the use of that roller for compaction of HMA. The

22 number and weight of rollers shall be sufficient to compact the mixture in

23 compliance with the requirements of Section 5-04.3(10). The use of

24 equipment that results in crushing of the aggregate will not be permitted.

25 Rollers producing pickup, washboard, uneven compaction of the surface,

26 displacement of the mixture or other undesirable results shall not be used.

27

5-04.3(4) Preparation of Treated Surfaces for HMA

28

29

30 A treated surface includes cement concrete, asphalt concrete, brick, seal

31 coat, bituminous surface treatment and cement treated base. When the

32 treated surface or old base is irregular, the Contractor shall bring it to a

33 uniform grade and cross-section as shown on the Plans or approved

34 by the Engineer.

35

36 Preleveling of uneven or broken treated surfaces over which HMA is to be

37 placed may be accomplished by using an asphalt paver, a motor patrol

38 grader, or by hand raking, as approved by the Engineer.

39

40 Compaction of preleveling HMA shall be to the satisfaction of the Engineer

41 and may require the use of small steel wheel rollers, plate compactors, or

42 pneumatic rollers to avoid bridging across preleveled areas by the

43 compaction equipment. Equipment used for the compaction of preleveling

44 HMA shall be approved by the Engineer.

45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Before construction of HMA on an existing paved surface, the entire surface
 2 of the pavement shall be clean. All fatty asphalt patches, grease drippings,
 3 and other objectionable matter shall be entirely removed from the existing
 4 pavement.

5
 6 All treated surfaces over which HMA is to be placed shall be thoroughly
 7 cleaned of dust, soil, pavement grindings, and other foreign matter. All holes
 8 and small depressions shall be filled with an appropriate class of HMA.
 9 The surface of the patched area shall be leveled and compacted thoroughly.
 10 Prior to the application of tack coat, or paving, the condition of the surface
 11 shall be approved by the Engineer.

12
 13 A tack coat of asphalt shall be applied to all treated surfaces on which any
 14 course of HMA is to be placed or abutted. Tack coat shall be uniformly
 15 applied to cover the treated surface with a thin film of residual asphalt free
 16 of streaks and bare spots at a rate between 0.02 and 0.10 gallons per
 17 square yard of retained asphalt. The rate of application shall be approved
 18 by the Engineer. A heavy application of tack coat shall be applied to all
 19 joints. For Roadways open to traffic, the application of tack coat shall be
 20 limited to surfaces that will be paved during the same working shift. The
 21 spreading equipment shall be equipped with a thermometer to indicate the
 22 temperature of the tack coat material.

23
 24 Equipment shall not operate on tacked surfaces until the tack has broken
 25 and cured. If the Contractor's operation damages the tack coat it shall be
 26 repaired prior to placement of the HMA.

27
 28 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1
 29 and CSS-1h emulsified asphalt may be diluted once with water at a rate not
 30 to exceed one part water to one part emulsified asphalt. The tack coat shall
 31 have sufficient temperature such that it may be applied uniformly at the
 32 specified rate of application and shall not exceed the maximum temperature
 33 recommended by the emulsified asphalt manufacturer.

34
 35 **5-04.3(4)A Crack Sealing**

36
 37 **5-04.3(4)A1 General**

38
 39 When the Proposal includes a pay item for crack sealing, seal all cracks
 40 1/4 inch in width and greater.

41
 42 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose
 43 and foreign material when filling with crack sealant material. Use a hot
 44 compressed air lance to dry and warm the pavement surfaces within the
 45 crack immediately prior to filling a crack with the sealant material. Do not

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 overheat pavement. Do not use direct flame dryers. Routing cracks is not
2 required.

3
4 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly
5 mix the components and pour the mixture into the cracks until full. Add
6 additional CSS-1 cationic emulsified asphalt to the sand slurry as needed
7 for workability to ensure the mixture will completely fill the cracks. Strike off
8 the sand slurry flush with the existing pavement surface and allow the
9 mixture to cure. Top off cracks that were not completely filled with additional
10 sand slurry. Do not place the HMA overlay until the slurry has fully cured.

11
12 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified
13 asphalt, approximately 2 percent portland cement, water (if required), and
14 the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The
15 components shall be thoroughly mixed and then poured into the cracks and
16 joints until full. The following day, any cracks or joints that are not
17 completely filled shall be topped off with additional sand slurry. After the
18 sand slurry is placed, the filler shall be struck off flush with the existing
19 pavement surface and allowed to cure. The HMA overlay shall not be placed
20 until the slurry has fully cured. The requirements of Section 1-06 will not
21 apply to the portland cement and sand used in the sand slurry.

22
23 In areas where HMA will be placed, use sand slurry to fill the cracks.

24
25 In areas where HMA will not be placed, fill the cracks as follows:

- 26
27 1. Cracks 1/4 inch to 1 inch in width – fill with hot pressure fed
28 sealant.
29
30 2. Cracks greater than 1 inch in width – fill with sand slurry.

31
32 **Hot Pressure Fed Sealant:** For cracks that are to be filled with hot poured
33 sealant, apply the material in accordance with these requirements and the
34 manufacturer's recommendations. Furnish a Type 1 Working Drawing of the
35 manufacturer's product information and recommendations to the Engineer
36 prior to the start of work, including the manufacturer's recommended
37 heating time and temperatures, allowable storage time and temperatures
38 after initial heating, allowable reheating criteria, and application temperature
39 range. Confine hot poured sealant material within the crack. Clean any
40 overflow of sealant from the pavement surface. If, in the opinion of the
41 Engineer, the Contractor's method of sealing the cracks with hot pressure
42 fed sealant results in an excessive amount of material on the pavement
43 surface, stop and correct the operation to eliminate the excess material.
44 Pouring sealant is not an acceptable method.
45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- a. Cracks 1/4 inch to 1 inch in width - fill with hot pressure fed sealant.
- b. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant**5-04.3(4)C Pavement Repair**

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to the bottom of the existing asphalt pavement. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35 foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

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5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant**5-04.3(6) Mixing**

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25 degrees F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1 breaking down during the heating and mixing of the HMA, the Contractor
 2 shall immediately suspend the use of the RAP until changes have been
 3 approved by the Engineer. After the required amount of mineral materials,
 4 RAP, new asphalt binder and asphalt rejuvenator have been introduced into
 5 the mixer the HMA shall be mixed until complete and uniform coating of the
 6 particles and thorough distribution of the asphalt binder throughout the
 7 mineral materials, and RAP is ensured.

8
 9 **5-04.3(7) Spreading and Finishing**

10
 11 The mixture shall be laid upon an approved surface, spread, and struck off
 12 to the grade and elevation established. HMA pavers complying with
 13 Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise
 14 directed by the Engineer, the nominal compacted depth of any layer of any
 15 course shall not exceed the following:

16

17	HMA Class 1"	0.35 feet
18	HMA Class 3/4" and HMA Class 1/2" wearing course	0.30 feet
19	HMA Class 3/4" and HMA Class 1/2" other courses	0.35 feet
20	HMA Class 3/8" wearing course	0.25 feet
21	HMA Class 3/8" other courses	0.30 feet

22
 23 On areas where irregularities or unavoidable obstacles make the use of
 24 mechanical spreading and finishing equipment impractical, the paving may
 25 be done with other equipment or by hand.

26
 27 When more than one job mix formula (JMF) is being utilized to produce
 28 HMA, the material produced for each JMF shall be placed by separate
 29 spreading and compacting equipment. The intermingling of HMA produced
 30 from more than one JMF is prohibited. Each strip of HMA placed during a
 31 work shift shall conform to a single JMF established for the class of HMA
 32 specified unless there is a need to make an adjustment in the JMF.

33
 34 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

35
 36 For HMA accepted by nonstatistical evaluation the aggregate properties of
 37 sand equivalent, uncompacted void content and fracture will be evaluated
 38 in accordance with Section 3-04. Sampling and testing of aggregates for
 39 HMA accepted by commercial evaluation will be at the option of the
 40 Engineer.

41
 42 **5-04.3(9) HMA Mixture Acceptance**

43
 44 Acceptance of HMA shall be as provided under nonstatistical, or
 45 commercial evaluation.

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1
2 Nonstatistical evaluation will be used for the acceptance of HMA unless
3 Commercial Evaluation is specified.
4

5 Commercial evaluation will be used for Commercial HMA and for other
6 classes of HMA in the following applications: sidewalks, road approaches,
7 ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and
8 pavement repair. Other nonstructural applications of HMA accepted by
9 commercial evaluation shall be as approved by the Engineer. Sampling and
10 testing of HMA accepted by commercial evaluation will be at the option of
11 the Engineer.
12

13 The mix design will be the initial JMF for the class of HMA. The Contractor
14 may request a change in the JMF. Any adjustments to the JMF will require
15 the approval of the Engineer and may be made in accordance with this
16 section.
17

18 **HMA Tolerances and Adjustments**

- 19
20 1. **Job Mix Formula Tolerances** – The constituents of the mixture at
21 the time of acceptance shall conform to the following tolerances:
22

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

23
24 These tolerance limits constitute the allowable limits as described in
25 Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits
26 of the control points, except the tolerance limits for sieves designated as
27 100 percent passing will be 99-100.
28

- 29 1. **Job Mix Formula Adjustments** – An adjustment to the aggregate
30 gradation or asphalt binder content of the JMF requires approval of
31 the Engineer. Adjustments to the JMF will only be considered if the
32 change produces material of equal or better quality and may require
33 the development of a new mix design if the adjustment exceeds the
34 amounts listed below.
35

- 36 a. **Aggregates** – 2 percent for the aggregate passing the 1-1/2",
37 1", 3/4", 1/2", 3/8", and the No. 4 sieves, 1 percent for

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 aggregate passing the No. 8 sieve, and 0.5 percent for the
 2 aggregate passing the No. 200 sieve. The adjusted JMF shall
 3 be within the range of the control points in Section 9-03.8(6).
 4

- 5 b. **Asphalt Binder Content** – The Engineer may order or
 6 approve changes to asphalt binder content. The maximum
 7 adjustment from the approved mix design for the asphalt
 8 binder content shall be 0.3 percent
 9

10 **5-04.3(9)A Vacant**

11
 12 **5-04.3(9)B Vacant**

13
 14 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

15
 16 HMA mixture which is accepted by Nonstatistical Evaluation will be
 17 evaluated by the Contracting Agency by dividing the HMA tonnage into lots.
 18

19 The Contractor will furnish the Engineer with a copy of the results of all
 20 acceptance testing performed in the field. The Engineer will provide the
 21 Composite Pay Factor (CPF) of the completed sublots after three sublots
 22 have been tested. Sublot sample test results (gradation and asphalt binder
 23 content) may be challenged by the Contractor.
 24

25 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

26
 27 A lot is represented by randomly selected samples of the same mix design
 28 that will be tested for acceptance. A lot is defined as the total quantity of
 29 material or work produced for each JMF placed. Only one lot per JMF is
 30 expected. A sublot shall be equal to one day's production or 800 tons,
 31 whichever is less except that the final sublot will be a minimum of 400 tons
 32 and may be increased to 1,200 tons.
 33

34 All of the test results obtained from the acceptance samples from a given
 35 lot shall be evaluated collectively. If the Contractor requests a change to the
 36 JMF that is approved, the material produced after the change will be
 37 evaluated on the basis of the new JMF for the remaining sublots in the
 38 current lot and for acceptance of subsequent lots. For a lot in progress with
 39 a CPF less than 0.75, a new lot will begin at the Contractor's request after
 40 the Engineer is satisfied that material conforming to the Specifications can
 41 be produced.
 42

43 Sampling and testing for evaluation shall be performed on the frequency of
 44 one sample per sublot.
 45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

The Contractor will furnish the Engineer with a copy of the results of all acceptance testing performed in the field.

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

2
3 For each lot of material falling outside the tolerance limits in 5-04.3(9), the
4 Contracting Agency will determine a Composite Pay Factor (CPF) using the
5 following price adjustment factors:
6

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1-1/2", 1", 3/4", 1/2", 3/8" and No. 4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

7
8 Each lot of HMA produced under Nonstatistical Evaluation and having all
9 constituents falling within the tolerance limits of the job mix formula shall be
10 accepted at the unit Contract price with no further evaluation. When one or
11 more constituents fall outside the nonstatistical tolerance limits in the Job
12 Mix Formula shown in Table of Price Adjustment Factors, the lot shall be
13 evaluated in accordance with Section 1-06.2 to determine the appropriate
14 CPF. The nonstatistical tolerance limits will be used in the calculation of the
15 CPF and the maximum CPF shall be 1.00. When less than three sublots
16 exist, backup samples of the existing sublots or samples from the Roadway
17 shall be tested to provide a minimum of three sets of results for evaluation.
18

19 **5-04.3(9)C5 Vacant**

20
21 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

22
23 For each lot of HMA mix produced under Nonstatistical Evaluation when the
24 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will
25 be determined. The NCMF equals the algebraic difference of CPF minus
26 1.00 multiplied by 60 percent. The total job mix compliance price adjustment
27 will be calculated as the product of the NCMF, the quantity of HMA in the
28 lot in tons, and the unit Contract price per ton of mix.
29

30 If a constituent is not measured in accordance with these Specifications,
31 its individual pay factor will be considered 1.00 in calculating the Composite
32 Pay Factor (CPF).
33
34

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****5-04.3(9)C7 Mixture Nonstatistical Evaluation – Retests**

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Section 1-06.2, using a minimum of 92 percent of the maximum density.
2 The maximum density shall be determined by WSDOT FOP for AASHTO
3 T 729. The specified level of density attained will be determined by the
4 evaluation of the density of the pavement. The density of the pavement shall
5 be determined in accordance with WSDOT FOP for WAQTC TM 8, except
6 that gauge correlation will be at the discretion of the Engineer, when using
7 the nuclear density gauge and WSDOT SOP 736 when using cores to
8 determine density.

9
10 Tests for the determination of the pavement density will be taken in
11 accordance with the required procedures for measurement by a nuclear
12 density gauge or roadway cores after completion of the finish rolling.
13 If the Contracting Agency uses a nuclear density gauge to determine
14 density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729
15 will be used on the day the mix is placed and prior to opening to traffic.

16
17 Roadway cores for density may be obtained by either the Contracting
18 Agency or the Contractor in accordance with WSDOT SOP 734. The core
19 diameter shall be 4-inches minimum, unless otherwise approved by the
20 Engineer. Roadway cores will be tested by the Contracting Agency in
21 accordance with WSDOT FOP for AASHTO T 166.

22
23 If the Contract includes the Bid item "Roadway Core" the cores shall be
24 obtained by the Contractor in the presence of the Engineer on the same day
25 the mix is placed and at locations designated by the Engineer. If the
26 Contract does not include the Bid item "Roadway Core" the Contracting
27 Agency will obtain the cores.

28
29 For a lot in progress with a CPF less than 0.75, a new lot will begin at the
30 Contractor's request after the Engineer is satisfied that material conforming
31 to the Specifications can be produced.

32
33 A lot is represented by randomly selected samples of the same mix design
34 that will be tested for acceptance. A lot is defined as the total quantity of
35 material or work produced for each Job Mix Formula placed. Only one lot
36 per JMF is expected. A subplot shall be equal to one day's production or 400
37 tons, whichever is less except that the final subplot will be a minimum of 200
38 tons and may be increased to 800 tons. Testing for compaction will be at
39 the rate of 5 tests per subplot per WSDOT T 738.

40
41 HMA mixture accepted by commercial evaluation and HMA constructed
42 under conditions other than those listed above shall be compacted on the
43 basis of a test point evaluation of the compaction train. The test point
44 evaluation shall be performed in accordance with instructions from the
45 Engineer. The number of passes with an approved compaction train,

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 required to attain the maximum test point density, shall be used on all
2 subsequent paving.

3
4 HMA for preleveling shall be thoroughly compacted. HMA that is used for
5 preleveling wheel rutting shall be compacted with a pneumatic tire roller
6 unless otherwise approved by the Engineer.

Test Results

7
8
9
10 For a subplot that has been tested with a nuclear density gauge that did not
11 meet the minimum of 92 percent of the reference maximum density in a
12 compaction lot with a CPF below 1.00 and thus subject to a price reduction
13 or rejection, the Contractor may request that a core be used for
14 determination of the relative density of the subplot. The relative density of the
15 core will replace the relative density determined by the nuclear density
16 gauge for the subplot and will be used for calculation of the CPF and
17 acceptance of HMA compaction lot.

18
19 When cores are taken by the Contracting Agency at the request of the
20 Contractor, they shall be requested by noon of the next workday after the
21 test results for the subplot have been provided or made available to the
22 Contractor. Core locations shall be outside of wheel paths and as
23 determined by the Engineer. Traffic control shall be provided by the
24 Contractor as requested by the Engineer. Failure by the Contractor to
25 provide the requested traffic control will result in forfeiture of the request for
26 cores. When the CPF for the lot based on the results of the HMA cores is
27 less than 1.00, the cost for the coring will be deducted from any monies due
28 or that may become due the Contractor under the Contract at the rate of
29 \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

30
31
32
33 Compaction shall take place when the mixture is in the proper condition so
34 that no undue displacement, cracking, or shoving occurs. Areas
35 inaccessible to large compaction equipment shall be compacted by other
36 mechanical means. Any HMA that becomes loose, broken, contaminated,
37 shows an excess or deficiency of asphalt, or is in any way defective, shall
38 be removed and replaced with new hot mix that shall be immediately
39 compacted to conform to the surrounding area.

40
41 The type of rollers to be used and their relative position in the compaction
42 sequence shall generally be the Contractor's option, provided the specified
43 densities are attained. Unless the Engineer has approved otherwise, rollers
44 shall only be operated in the static mode when the internal temperature of
45 the mix is less than 175 degrees F. Regardless of mix temperature, a roller

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1 shall not be operated in a mode that results in checking or cracking of the
 2 mat. Rollers shall only be operated in static mode on bridge decks.
 3

4 **5-04.3(10)B HMA Compaction – Cyclic Density**
 5

6 Low cyclic density areas are defined as spots or streaks in the pavement
 7 that are less than 90 percent of the theoretical maximum density. At the
 8 Engineer’s discretion, the Engineer may evaluate the HMA pavement for
 9 low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500
 10 Cyclic Density Price Adjustment will be assessed for any 500-foot section
 11 with two or more density readings below 90 percent of the theoretical
 12 maximum density.
 13

14 **5-04.3(10)C Vacant**
 15

16 **5-04.3(10)D HMA Nonstatistical Compaction**
 17

18 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**
 19

20 HMA compaction which is accepted by nonstatistical evaluation will be
 21 based on acceptance testing performed by the Contracting Agency dividing
 22 the project into compaction lots.
 23

24 A lot is represented by randomly selected samples of the same mix design
 25 that will be tested for acceptance, with a maximum of 15 sublots per lot; the
 26 final lot for a mix design may be increased to 25 sublots. Sublots will be
 27 uniform in size with a maximum subplot size based on original Plan quantity
 28 tons of HMA as specified in the table below. The subplot locations within each
 29 density lot will be determined by the Engineer. For a lot in progress with a
 30 CPF less than 0.75, a new lot will begin at the Contractor’s request after the
 31 Engineer is satisfied that material conforming to the Specifications can be
 32 produced.
 33

HMA Original Plan Quantity (tons)	Sublot Size (tons)
<20,000	100
20,000 to 30,000	150
>30,000	200

34
 35 HMA mixture accepted by commercial evaluation and HMA constructed
 36 under conditions other than those listed above shall be compacted on the
 37 basis of a test point evaluation of the compaction train. The test point
 38 evaluation shall be performed in accordance with instructions from the
 39 Engineer. The number of passes with an approved compaction train,

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 required to attain the maximum test point density, shall be used on all
2 subsequent paving.

3
4 HMA for preleveling shall be thoroughly compacted. HMA that is used to
5 prelevel wheel ruts shall be compacted with a pneumatic tire roller unless
6 otherwise approved by the Engineer.

7
8 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation –**
9 **Acceptance Testing**

10
11 The location of the HMA compaction acceptance tests will be randomly
12 selected by the Engineer from within each subplot, with one test per subplot.

13
14 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

15
16 For each compaction lot with one or two sublots, having all sublots attain a
17 relative density that is 92 percent of the reference maximum density the
18 HMA shall be accepted at the unit Contract price with no further evaluation.
19 When a subplot does not attain a relative density that is 92 percent of the
20 reference maximum density, the lot shall be evaluated in accordance with
21 Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall
22 be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used
23 to offset lots with CPF values below 1.00 but greater than 0.90. Lots with
24 CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11).
25 Additional testing by either a nuclear moisture-density gauge or cores will
26 be completed as required to provide a minimum of three tests for evaluation.

27
28 For compaction below the required 92% a Non-Conforming Compaction
29 Factor (NCCF) will be determined. The NCCF equals the algebraic
30 difference of CPF minus 1.00 multiplied by 40 percent. The Compaction
31 Price Adjustment will be calculated as the product of CPF, the quantity of
32 HMA in the compaction control lot in tons, and the unit Contract price per
33 ton of mix.

34
35 **5-04.3(11) Reject Work**

36
37 **5-04.3(11)A Reject Work General**

38
39 Work that is defective or does not conform to Contract requirements shall
40 be rejected. The Contractor may propose, in writing, alternatives to removal
41 and replacement of rejected material. Acceptability of such alternative
42 proposals will be determined at the sole discretion of the Engineer. HMA
43 that has been rejected is subject to the requirements in Section 1-06.2(2)
44 and this specification, and the Contractor shall submit a corrective action
45 proposal to the Engineer for approval.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

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5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection – A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be non-statistically evaluated as an independent lot in accordance with Section 5-04.3(9)C4.

5-04.3(11)E Rejection – An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 subplot will be obtained. These additional samples and the original subplot will
 2 be evaluated as an independent lot in accordance with
 3 Section 5-04.3(9)C4.
 4

5-04.3(11)F Rejection – A Lot in Progress

5
 6
 7 The Contractor shall shut down operations and shall not resume HMA
 8 placement until such time as the Engineer is satisfied that material
 9 conforming to the Specifications can be produced:
 10

- 11 1. When the Composite Pay Factor (CPF) of a lot in progress drops
 12 below 1.00 and the Contractor is taking no corrective action; or
 13
- 14 2. When the Pay Factor (PF) for any constituent of a lot in progress
 15 drops below 0.95 and the Contractor is taking no corrective action;
 16 or
 17
- 18 3. When either the PF for any constituent or the CPF of a lot in progress
 19 is less than 0.75.
 20

5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)

21
 22
 23 An entire lot with a CPF of less than 0.75 will be rejected.
 24

5-04.3(12) Joints**5-04.3(12)A HMA Joints****5-04.3(12)A1 Transverse Joints**

25
 26
 27
 28
 29
 30
 31 The Contractor shall conduct operations such that the placing of the top or
 32 wearing course is a continuous operation or as close to continuous as
 33 possible. Unscheduled transverse joints will be allowed and the roller may
 34 pass over the unprotected end of the freshly laid mixture only when the
 35 placement of the course must be discontinued for such a length of time that
 36 the mixture will cool below compaction temperature. When the Work is
 37 resumed, the previously compacted mixture shall be cut back to produce a
 38 slightly beveled edge for the full thickness of the course.
 39

40 A temporary wedge of HMA constructed on a 20H:1V shall be constructed
 41 where a transverse joint as a result of paving or planing is open to traffic.
 42 The HMA in the temporary wedge shall be separated from the permanent
 43 HMA by strips of heavy wrapping paper or other methods approved by the
 44 Engineer. The wrapping paper shall be removed and the joint trimmed to a

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 slightly beveled edge for the full thickness of the course prior to resumption
2 of paving.
3

4 The material that is cut away shall be wasted and new mix shall be laid
5 against the cut. Rollers or tamping irons shall be used to seal the joint.
6

7 **5-04.3(12)A2 Longitudinal Joints**
8

9 The longitudinal joint in any one course shall be offset from the course
10 immediately below by not more than 6 inches nor less than 2 inches. All
11 longitudinal joints constructed in the wearing course shall be located at a
12 lane line or an edge line of the Traveled Way. A notched wedge joint shall
13 be constructed along all longitudinal joints in the wearing surface of new
14 HMA unless otherwise approved by the Engineer. The notched wedge joint
15 shall have a vertical edge of not less than the maximum aggregate size or
16 more than ½ of the compacted lift thickness and then taper down on a slope
17 not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint
18 shall be uniformly compacted.
19

20 **5-04.3(12)B Bridge Paving Joint Seals**
21

22 **5-04.3(12)B1 HMA Sawcut and Seal**
23

24 Prior to placing HMA on the bridge deck, establish sawcut alignment points
25 at both ends of the bridge paving joint seals to be placed at the bridge ends,
26 and at interior joints within the bridge deck when and where shown in the
27 Plans. Establish the sawcut alignment points in a manner that they remain
28 functional for use in aligning the sawcut after placing the overlay.
29

30 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's
31 application procedure.
32

33 Construct the bridge paving joint seal as specified ion the Plans and in
34 accordance with the detail shown in the Standard Plans. Construct the
35 sawcut in accordance with the detail shown in the Standard Plan. Construct
36 the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's
37 application procedure.
38
39

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****5-04.3(12)B2 Paved Panel Joint Seal**

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course of the following sections of Roadway shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline:

1. roads less than 45 mph

The completed surface of the wearing course of all other sections of Roadway shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine; or
2. Removal and replacement of the wearing course of HMA; or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 due or that may become due to the Contractor the sum of \$500.00 for each
 2 and every section of single traffic lane 100 feet in length in which any
 3 excessive deviations described above are found.
 4

5 All utility castings and monuments within the existing and/or new pavement
 6 area shall be referenced by the Contractor prior to any pavement removal
 7 or planing. The Contractor shall keep a record of such references, and
 8 submit a copy to the Contracting Agency.
 9

10 Existing structures and new structures shall be adjusted to the finished
 11 grade as shown on the Plans and as further specified herein. Existing
 12 boxes, rings, grates, covers, and lids shall be reset in a careful and
 13 workmanlike manner to conform to the required grades.
 14

15 The new and existing utility castings and monuments shall be adjusted to
 16 grade in the following manner:
 17

18 As soon as the street has been paved past each structure or casting, the
 19 asphalt concrete mat shall be scored around the location of the structure or
 20 casting. After rolling has been completed and the mat has cooled, it shall
 21 be cut along the scored lines. The structure or casting shall then be raised
 22 to finished pavement grade and the annular spaces filled as indicated on
 23 the Plans. The Contractor shall install the pavement to give a smooth
 24 finished appearance. All covers, lids, frames, and grates shall be
 25 thoroughly cleaned.
 26

27 After pavement is in place, all new pavement joints shall be sealed with a
 28 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to
 29 the surface of the hot asphalt sealer immediately after the placement of the
 30 sealer to help alleviate the tracking of the asphalt. The sealer shall meet
 31 the requirements of Section 9-04.2(1) of the Standard Specifications.
 32

33 **5-04.3(14) Planing (Milling) Bituminous Pavement**

 34

35 The planning plan must be approved by the Engineer and a pre planning
 36 meeting must be held prior to the start of any planing. See
 37 Section 5-04.3(14)B2 for information on planning submittals.
 38

39 Locations of existing surfacing to be planed are as shown in the Drawings.
 40

41 Where planing an existing pavement is specified in the Contract, the
 42 Contractor must remove existing surfacing material and to reshape the
 43 surface to remove irregularities. The finished product must be a prepared
 44 surface acceptable for receiving an HMA overlay.
 45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Use the cold milling method for planing unless otherwise specified in the
 2 Contract. Do not use the planer on the final wearing course of new HMA.
 3 Conduct planing operations in a manner that does not tear, break, burn, or
 4 otherwise damage the surface which is to remain. The finished planed
 5 surface must be slightly grooved or roughened and must be free from
 6 gouges, deep grooves, ridges, or other imperfections. The Contractor must
 7 repair any damage to the surface by the Contractor's planing equipment,
 8 using an Engineer approved method.

9
 10 Repair or replace any metal castings and other surface improvements
 11 damaged by planing, as determined by the Engineer.

12
 13 A tapered wedge cut must be planed longitudinally along curb lines
 14 sufficient to provide a minimum of 4 inches of curb reveal after placement
 15 and compaction of the final wearing course. The dimensions of the wedge
 16 must be as shown on the Drawings or as specified by the Engineer.

17
 18 A tapered wedge cut must also be made at transitions to adjoining
 19 pavement surfaces (meet lines) where butt joints are shown on the
 20 Drawings. Cut butt joints in a straight line with vertical faces 2 inches or
 21 more in height, producing a smooth transition to the existing adjoining
 22 pavement.

23
 24 After planing is complete, planed surfaces must be swept, cleaned, and if
 25 required by the Contract, patched and preleveled.

26
 27 The Engineer may direct additional depth planing. Before performing this
 28 additional depth planing, the Contractor must conduct a hidden metal in
 29 pavement detection survey as specified in Section 5-04.3(14)A.

30
 31 Gutter panels, curbs, or utility structures damaged as a result of planing
 32 operations shall be replaced by the Contractor at their own expense. No
 33 additional monies will be due the Contractor for damage to curbs, gutters,
 34 or utility structures, all costs of which shall be borne by the Contractor.

35
 36 **5-04.3(14)A Pre-Planing Metal Detection Check**

37
 38 Before starting planing of pavements, and before any additional depth
 39 planing required by the Engineer, the Contractor must conduct a physical
 40 survey of existing pavement to be planed with equipment that can identify
 41 hidden metal objects.

42
 43 Should such metal be identified, promptly notify the Engineer.
 44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 See Section 1-07.16(1) regarding the protection of survey monumentation
2 that may be hidden in pavement.
3

4 The Contractor is solely responsible for any damage to equipment resulting
5 from the Contractor's failure to conduct a pre-planing metal detection
6 survey, or from the Contractor's failure to notify the Engineer of any hidden
7 metal that is detected.
8

9 **5-04.3(14)B Paving and Planing Under Traffic**

10
11 **5-04.3(14)B1 General**

12
13 In addition, the requirements of Section 1-07.23 and the traffic controls
14 required in Section 1-10, and unless the Contract specifies otherwise or
15 the Engineer approves, the Contractor must comply with the following:
16

17 1. Intersections

18
19 a. Keep intersections open to traffic at all times, except when
20 paving or planing operations through an intersection
21 requires closure. Such closure must be kept to the
22 minimum time required to place and compact the HMA
23 mixture, or plane as appropriate. For paving, schedule such
24 closure to individual lanes or portions thereof that allows
25 the traffic volumes and schedule of traffic volumes required
26 in the approved traffic control plan. Schedule work so that
27 adjacent intersections are not impacted at the same time
28 and comply with the traffic control restrictions required by
29 the Traffic Engineer. Each individual intersection closure or
30 partial closure, must be addressed in the traffic control
31 plan, which must be submitted to and accepted by the
32 Engineer, see Section 1-10.2(2).
33

34 b. When planing or paving and related construction must occur
35 in an intersection, consider scheduling and sequencing
36 such work into quarters of the intersection, or half or more
37 of an intersection with side street detours. Be prepared to
38 sequence the work to individual lanes or portions thereof.
39

40 c. Should closure of the intersection in its entirety be
41 necessary, and no trolley service is impacted, keep such
42 closure to the minimum time required to place and compact
43 the HMA mixture, plane, remove asphalt, tack coat, and as
44 needed.
45

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

- 1 d. Any work in an intersection requires advance warning in
- 2 both signage and a number of Working Days advance
- 3 notice as determined by the Engineer, to alert traffic and
- 4 emergency services of the intersection closure or partial
- 5 closure.
- 6
- 7 e. Allow new compacted HMA asphalt to cool to ambient
- 8 temperature before any traffic is allowed on it. Traffic is not
- 9 allowed on newly placed asphalt until approval has been
- 10 obtained from the Engineer.
- 11
- 12 2. Temporary centerline marking, post-paving temporary marking,
- 13 temporary stop bars, and maintaining temporary pavement marking
- 14 must comply with Section 8-23.
- 15
- 16 3. Permanent pavement marking must comply with Section 8-22.
- 17
- 18 4. Roadways Open to Traffic
- 19
- 20 When the roadway being paved is open to traffic, the following
- 21 requirements shall apply:
- 22
- 23 The Contractor shall keep roadways open to traffic at all times except
- 24 where paving is in progress. During such time, and provided that
- 25 there has been an advance warning to the public, only that specified
- 26 section of road being paved may be closed for the minimum time
- 27 required to place and compact the HMA. Adjacent travel lanes and
- 28 shoulder shall be left open for traffic during these times. In hot
- 29 weather, the Engineer may require the application of water to the
- 30 pavement to accelerate the finish rolling of the pavement and to
- 31 shorten the time required before reopening to traffic.
- 32
- 33 Before temporarily closing a portion of the road, advance-warning
- 34 signs shall be placed and signs shall also be placed clearly alerting
- 35 the driver of temporary lane closures.
- 36
- 37 During paving operations, temporary pavement markings shall be
- 38 maintained throughout the project. Temporary pavement markings
- 39 shall be installed on the roadway prior to opening to traffic and shall
- 40 be in accordance with Section 8-23.
- 41
- 42 All costs in connection with performing the Work in accordance with
- 43 these requirements shall be included in the unit contract prices for
- 44 the various bid items involved in the Contract.
- 45

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially blocked or when allowed to be totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

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- 6. List of personnel and associated job classification assigned to each piece of paving equipment.
- 7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day’s work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
- 8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
- 9. A copy of the approved Mix Designs.
- 10. Tonnage of HMA to be placed each day.
- 11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day’s operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day’s operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

- 1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

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- b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

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- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

16
17
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21

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

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HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

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HMA CI. ___ PG ___ will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

36
37
38

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

39
40

Planing bituminous pavement will be measured by the square yard.

5-04.5 Payment

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Payment will be made for each of the following Bid items that are included in the Proposal:

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 “HMA Cl. ___ PG ___,” per ton.

2
3 The unit contract price per ton for “HMA Cl. ___ PG ___” shall include the
4 cost for all labor, materials, equipment and tools for furnishing, placing,
5 compacting and constructing asphalt pavement including mix design, anti-
6 strip determination, mix design verification, preparation of untreated
7 roadway, preparation of treated surfaces, sweeping, removing plastic traffic
8 marking, removing RPMs, removing permanent striping, anti-stripping
9 additive, soil residual herbicide, asphalt for tack coat, HMA pavement, HMA
10 for preleveling, HMA patches, HMA transition sections, HMA ramps, HMA
11 driveways/approaches, HMA wedge curb, spreading and finishing, water,
12 compaction, sealing all cold joints with asphalt sealant (and sand blanket to
13 alleviate tracking), temporary pavement markings, removal of temporary
14 pavement markings, material and compaction testing, and all other
15 incidentals necessary for a complete paving system to the lines, cross
16 section and grades in accordance with the Plans.

17
18 The unit contract price per ton for “HMA Cl. ___ PG ___” shall be full
19 compensation for all costs incurred to carry out the requirements of Section
20 5-04 except for those costs which are included in other items which are
21 included in this Subsection and which are included in the Proposal.

22
23 “Planing Bituminous Pavement,” per square yard.

24
25 The unit contract price per square yard for “Planing Bituminous Pavement”
26 shall be full payment for all costs incurred to perform the Work described in
27 Section 5-04.3(14) and shall include all costs to plane the asphalt (full
28 depth), grade, load, haul, stockpile, and/or wastehaul the material.

29
30 “Pavement Repair Excavation, Incl. Haul,” per square yard.

31
32 The unit contract price per square yard for “Pavement Repair Excavation,
33 Incl. Haul” shall be full payment for all costs incurred to perform the work
34 described in Section 5-04.3(4) with the exception; however, that all costs
35 involved in the placement of HMA shall be included in the unit contract price
36 per ton for “HMA Cl. ___ PG ___.”

37
38 “Job Mix Compliance Price Adjustment,” by calculation.

39
40 “Job Mix Compliance Price Adjustment” will be calculated and paid for as
41 described in Section 5-04.3(9)C6.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

- 1 "Compaction Price Adjustment," by calculation.
- 2
- 3 "Compaction Price Adjustment" will be calculated and paid for as described
- 4 in Section 5-04.3(10)D3.

ATTACHMENT 1

DIVISION 7

**DRAINAGE STRUCTURES, STORM SEWERS, SANITARY
SEWERS, WATER MAINS, AND CONDUITS**

ATTACHMENT 1

1 **7-04 STORM SEWERS**

2

3 **7-04.2 Materials**

4 (January 4, 2010 G&O GSP)

5

6 Delete the sixth paragraph under this Section and replace it with the following:

7

8 The Contractor shall provide the diameter and type of pipe specified on
9 the Plans.

10

11 Ductile iron storm sewer pipe shall meet the requirements of
12 Section 9-30.1(1).

13

14 **7-04.3(1)A General**

15 (January 20, 2009 G&O GSP)

16

17 This Section is supplemented with the following:

18

19 All lines shall be flushed clean of all debris prior to acceptance. The
20 debris shall be intercepted and collected at the nearest downstream point
21 of access. The material shall then be loaded and wastehauled to a
22 Contracting Agency approved dumpsite.

23

24 All storm sewer lines shall be inspected with a television camera prior to
25 final acceptance.

26

27 **7-04.5 Payment**

28 (January 7, 2013 G&O GSP)

29

30 Delete all paragraphs under this section and replace with the following:

31

32 Payment will be made in accordance with Section 1-04.1, for each of the
33 following bid items that are included in the Proposal:

34

35 “ ____ Storm Sewer Pipe, ____ In. Diam. (Incl. Bedding),” per linear foot.

36

37 The unit contract price per linear foot of “ ____ Storm Sewer Pipe, ____ In.
38 Diam. (Incl. Bedding)” shall constitute full compensation for all labor,
39 materials, tools, equipment, transportation, supplies, and incidentals
40 required to complete all work to furnish and install this item to include, but
41 not limited to, excavation, pipe bedding, backfill with suitable native
42 material, compaction, removal and wastehaul of excess or unsuitable
43 trench excavation material, dewatering, bypass pumping and maintaining
44 storm sewer flows, connections to existing and new systems, flushing and

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

1 cleaning, material and compaction testing of suitable native backfill,
 2 televised pipe inspection, and low pressure air testing.

3
 4 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

5
 6 **7-05.3 Construction Requirements**
 7 (January 20, 2009 G&O GSP)

8
 9 This Section is supplemented with the following:

10
 11 The Contractor shall construct all manholes and catch basins from precast
 12 concrete bases and risers. Cast-in-place concrete bases shall only be
 13 used for “straddle” of existing systems and shall be watertight.

14
 15 In areas of new and existing pavement, the grate rim elevation shall be set
 16 to promote drainage flow. In unimproved areas, the rim elevations shall
 17 be set 2 inches above finished grade unless otherwise shown on the
 18 Plans.

19
 20 Dewatering shall be per Section 7-08.3(1).

21
 22 Unless specifically noted herein or shown differently on the Plans, the
 23 Contractor shall connect to the manhole and catch basin as follows:
 24

<u>Pipe</u>	<u>Connection System</u>
DI	Heavy Duty Sand Collar
Corrugated Polyethylene	Per Manufacturer’s Recommendation

*Or Contracting Agency approved equal.

25
 26
 27 **7-05.3(3) Connections to Existing Manholes**
 28 (June 16, 2006 G&O GSP)

29
 30 This Section is supplemented with the following:

31
 32 The locations, type and size of the existing structures and lines have been
 33 determined from available records, and are approximate; however, it is
 34 anticipated that connections to these existing facilities may be made, in
 35 general, as shown on the Plans.

36
 37 It shall be the responsibility of the Contractor to determine the exact
 38 location and ascertain the type and size of the existing facilities prior to
 39 starting work on each connection, and to provide any minor alterations, as
 40 required, at no additional cost to the Contracting Agency.
 41

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Where piping is to be connected to existing structures, the opening(s)
 2 shall be core-drilled in the structure. The use of jackhammers and/or
 3 sledgehammers to knock out the hole shall not be allowed.
 4

7-05.5 Payment

6 (January 7, 2013 G&O GSP)
 7

8 Delete all paragraphs under this Section and replace with the following:
 9

10 Payment will be made in accordance with Section 1-04.1, for each of the
 11 following bid items that are included in the Proposal:

12 “Concrete Inlet,” per each.
 13
 14

15 “Catch Basin, Type 1,” per each.
 16

17 The unit contract price per each for “Concrete Inlet” or “Catch Basin,
 18 Type 1” shall constitute full compensation for all labor, materials, tools,
 19 equipment, transportation, supplies, and incidentals required to complete
 20 all work to furnish and install this item to include, but not limited to, lids,
 21 frames and grates, structure excavation, foundation gravel, backfill with
 22 suitable native material, compaction, removal and wastehaul of excess or
 23 unsuitable excavated material, pipe connection, dewatering, bypass
 24 pumping and maintaining stormwater flows, adjusting to finished grade,
 25 and material and compaction testing of suitable native backfill.
 26

27 “Adjust Catch Basin,” per each.
 28

29 The unit contract price per each for “Adjust Catch Basin” shall include all
 30 costs to adjust the existing structures to the finished grade shown on the
 31 plans including, but not limited to, sawcutting, wastehaul, furnishing and
 32 installing adjustment rings and blocks and HMA patch. The cost for
 33 temporary or other adjustment not to final grade shall be considered
 34 incidental to the Project and as such merged into the items bid. The cost
 35 for replacing existing frames, grates, rings, and/or lids with new frames,
 36 grates, rings, and/or lids on existing structures (where noted on the Plans)
 37 including but not limited to supplying and installing all materials, labor, and
 38 equipment, removal, salvage, and/or wastehaul of existing frames, grates,
 39 etc., as referenced on the Plans and specified herein, shall be included in
 40 the unit contract price per each for “Adjust Catch Basin.”
 41

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 7-07 CLEANING EXISTING DRAINAGE STRUCTURES****2 7-07.4 Measurement**

3 (January 20, 2009 G&O GSP)

4 Delete this Section and replace with the following:

5
6 No specific unit of measurement will apply to cleaning existing drainage
7 structures.

8 7-07.5 Payment

9 (November 24, 2010 G&O GSP)

10 Delete this Section and replace with the following:

11 No separate or additional payment will be made for cleaning existing
12 drainage structures. This work shall be considered incidental and shall be
13 included in the various unit and lump sum contract prices.

14 7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**15 7-08.2 Materials**

16 (January 4, 2010 G&O GSP)

17 This Section is supplemented with the following:

18 The pipe used on this project shall be the type and size specified on the
19 Plans.

20 7-08.3(1)A Trenches

21 (November 24, 2010 G&O GSP)

22 Delete the first three paragraphs under this Section and replace them with the
23 following:

24 The length of trench excavation in advance of pipe laying shall be kept to
25 a maximum of 100 feet. Excavation shall either be closed up at the end of
26 the day or protected per Section 1.07.23(1).

27 The Contractor shall limit his excavation to the limits of the maximum
28 payment width and depth shown on the Plans. If the Contractor purposely
29 or neglectfully excavates trenches to a width or depth beyond the neat line
30 payment limit of the trench as shown on the Plans, the expenses
31 associated with any additional trenching, wastehaul, trench backfill,
32

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 compaction and testing, and surface restoration as a result of excavating
2 beyond the neat line payment limits shall be borne by the Contractor.
3

4 It is not anticipated that solid rock will be encountered. Should such
5 material be encountered, the excavation, removal and wastehaul will be
6 paid for by change order per Section 1-04.4. Boulders or broken rock less
7 than 2 cubic yards in volume, shall not be classified as rock, nor will so-
8 called "hard-pan" or cemented gravel, even though it may be
9 advantageous to use special equipment in its removal.
10

11 Trench excavation shall also include wastehauling all excess and/or
12 unsuitable material encountered, including but not limited to, abandoned
13 pipelines, concrete, asphalt, tree stumps, trees, logs, abandoned rail ties,
14 piling, and riprap.
15

16 The Contractor shall furnish all equipment necessary to dewater the
17 excavation. Before operations begin, the Contractor shall have sufficient
18 pumping equipment and/or other machinery available on site to assure
19 that the operation of any dewatering system can be maintained.
20

21 The Contractor shall dispose of the water in such a manner as not to
22 cause a nuisance or menace to the public, and comply with all codes,
23 regulations, and ordinances of applicable governing authorities with regard
24 to drilling, dewatering, and erosion control.
25

26 The release of groundwater to its static level shall be performed in such a
27 manner as to maintain the undisturbed state of the natural foundation soil,
28 prevent disturbance of backfill and prevent movement of structures and
29 pipelines.
30

31 The dewatering system shall be installed and operated by the Contractor
32 so that the groundwater level outside the excavation is not reduced to the
33 extent that would damage or endanger adjacent structures or property.
34 Should settlement of the surrounding area and/or structures be observed,
35 the Contractor shall cease dewatering operations and implement
36 contingency plans. The cost of repairing any damage to adjacent
37 structures, underground facilities or utilities and satisfactory restoration of
38 above ground facilities to include fences, paving, concrete, etc., shall be
39 the responsibility of the Contractor.
40

41 The Contractor shall be required to comply with all conditions and
42 requirements mandated by the Department of Ecology for the
43 construction, operation, and decommissioning of dewatering facilities.
44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 The Contractor shall obtain approved grading and filling permits for all
2 spoils material sites, from the Contracting Agency, County, or both as
3 required. These permits shall be secured and paid for by the Contractor.
4

5 Existing abandoned asbestos cement pipes are located within the project
6 limits at the approximate locations noted on the Plans. In addition, it is the
7 intent of this Contract that the Contractor abandon existing asbestos
8 cement pipe in place to the limits indicated. The Contractor shall
9 anticipate that the construction of this project will require cutting of
10 asbestos pipe and further require the removal and disposal of asbestos
11 cement pipe. All work shall be performed in compliance with the
12 requirements of the WAC 296-65, National Emission Standards for
13 Asbestos, Puget Sound Clean Air Agency, Labor and Industries and all
14 Local, State and Federal Agencies having jurisdiction. All costs of this
15 work shall be considered incidental for the Project and as such merged in
16 the various items bid.
17

18 **7-08.3(2)B Pipe Laying – General**
19 (January 4, 2010 G&O GSP)
20

21 This Section is supplemented with the following:
22

23 All pipe shall be unloaded from delivery vehicles with mechanical
24 equipment. Dropping of pipe onto the ground or mats will not be
25 permitted. All pipe and fittings shall be carefully lowered into the trench in
26 such a way as to prevent damage to pipe materials and protective
27 coatings and linings. Under no circumstances shall materials be dropped
28 or dumped into the trench.
29

30 All pipe shall be laid in straight lines and at uniform rate for grade between
31 structures. Variation in the invert elevation between adjoining ends of pipe
32 due to non-concentricity of joining surface and pipe interior surfaces shall
33 not exceed 1/64 inch per inch of pipe diameter, or 1/2-inch maximum.
34

35 Every precaution shall be taken to prevent foreign material from entering
36 the pipe while it is being laid. After placing a length of pipe in the trench,
37 the spigot end shall be centered in the bell and pipe forced home and
38 brought to correct line and grade. The pipe shall be secured in place with
39 pipe bedding tamped under it. Precaution shall be taken to prevent dirt
40 from entering the joint space. At times when pipe laying is not in progress,
41 the open ends of pipe shall be closed by a watertight plug or other means
42 approved by the Contracting Agency. If water is in the trench when work
43 resumes, the seal shall remain in place until the trench is dewatered as
44 specified for groundwater control. Tee branches shall be blocked and
45 sealed with the same joint and pipe material as used for pipes.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1
2 Care shall be taken to properly align, clean and lubricate the spigot and
3 socket area of the pipes before joining. The pipe spigot shall be forced
4 into the socket until the reference mark on the spigot is flush with the bell
5 end.

6
7 All connections to existing pipe of differing materials shall be made with
8 adapters which are specifically manufactured for this purpose. If the band
9 type adapters are used, then only stainless steel bands will be allowed.

10
11 The Contractor shall obtain approved grading and filling permits for all
12 spoils material sites, from the Contracting Agency, County, or both as
13 required. These permits shall be secured and paid for by the Contractor.

14
15 **7-08.3(3) Backfilling**
16 (January 4, 2010 G&O GSP)

17
18 Delete the second paragraph under this Section and replace with the following:

19
20 Pipe zone backfill shall be gravel backfill for pipe zone bedding conforming
21 to the requirements of Section 9-03.12(3).

22
23 This Section is supplemented with the following:

24
25 It is the intent of these Specifications to utilize suitable excavated material
26 for trench backfill where available. The Contractor shall provide evidence
27 from a testing laboratory that any native material deemed suitable by the
28 Contractor meets the intent of these Specifications and can be compacted
29 to minimum requirements. Excavated material suitable for trench backfill
30 shall conform to the requirements of Section 9-03.15. However, the
31 presence and location of suitable material is not guaranteed and will be as
32 discovered in the field. Import material will be required and shall be
33 utilized when necessary, and as called out on the Plans and further
34 preapproved by the Contracting Agency.

35
36 **7-08.3(4) Plugging Existing Pipe**
37 (April 24, 2009 G&O GSP)

38
39 This Section is supplemented with the following:

40
41 The Contractor shall anticipate that all existing pipes to be abandoned in
42 place shall be plugged as specified herein.

43

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****7-08.4 Measurement**

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Measurement for Removal of Unsuitable Material (Trench) will be per cubic yard of material removed below the foundation depth as shown on the Plans.

Measurement of Bank Run Gravel for Trench Backfill will be per ton. The measurement shall be calculated in accordance with the trench detail shown on the Plans and using a conversion factor for cubic yards to tons of 1.8 tons/cy. The Contractor shall provide the Contracting Agency with truckload tickets at the end of each day to be used to support the calculated quantities.

No specific unit of measurement will apply to the lump sum item Trench Excavation Safety System.

Plugging pipes will be measured per each, for each plug installed, for pipe diameters up to and including 18 inches. The concrete for plugging pipes in excess of 18 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

7-08.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

“Removal of Unsuitable Material (Trench),” per cubic yard.

The unit contract price per cubic yard for “Removal of Unsuitable Material (Trench)” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to remove unsuitable material below the trench bottom to include, but not limited to, excavation, removal and wastehaul of unsuitable excavated material and dewatering.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 “Trench Excavation Safety Systems,” lump sum.

2
3 The lump sum contract price for “Trench Excavation Safety Systems” shall
4 include all costs of furnishing, installing, maintaining, and removing those
5 items necessary to provide adequate safety systems for trench
6 excavation, as specified in Section 2 09.3(4). This item shall be paid
7 proportionate to the satisfactory installation of all facilities that require
8 trench excavation safety systems including pipeline, conduits, walls,
9 embankments, and structures as noted in the Proposal, or otherwise
10 required for the performance of this work.

11
12 “Bank Run Gravel for Trench Backfill,” per ton.

13
14 The unit contract price per ton for “Bank Run Gravel for Trench Backfill”
15 shall constitute full compensation for all labor, materials, tools, equipment,
16 transportation, supplies, and incidentals required to complete all work to
17 furnish and install the imported trench backfill to include, but not limited to,
18 backfilling trenches, placing, shaping, compacting, wastehaul and disposal
19 of excess native material, and material and compaction testing of the bank
20 run gravel backfill material.

21
22 All costs associated with furnishing and installing pipe bedding for
23 culverts, storm sewer, and sanitary sewer piping systems shall be
24 included into the unit contract price for the type and size of pipe installed.

25
26 All costs to providing dewatering as required shall be included into the unit
27 contract price for the type and size of pipe installed.

28
29 All costs of providing bypass pumping as required shall be included into
30 the unit contract price for the type and size of pipe installed.

31
32 All costs associated with excavation, stockpiling, backfilling, compacting,
33 and wastehauling of excavated native material shall be included in the unit
34 contract price for the type and size of pipe installed.

35
36 “Plugging Existing Pipe,” per each.

37
38 The unit contract price per each for “Plugging Existing Pipe” shall include
39 all costs to plug the existing pipe of 18-inch diameter or less, as specified
40 herein.

ATTACHMENT 1

DIVISION 8
MISCELLANEOUS CONSTRUCTION

ATTACHMENT 1

1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

2

3 **8-01.3 Construction Requirements**

4 (May 4, 2020 G&O GSP)

5

6 This Section is supplemented with the following:

7

8 The Contractor shall take all necessary precautions and utilize the
 9 Department of Ecology's (ECY) Best Management Practices to prevent
 10 sediment and fugitive dust from construction activities from entering into
 11 storm water systems, natural waterways, or environmentally sensitive
 12 areas and from otherwise being carried away from the construction area
 13 by stormwater or air.

14

15 Temporary erosion protection shall be furnished, installed, and maintained
 16 for the duration of this Project to protect environmentally sensitive areas,
 17 sloped surfaces, adjacent areas and/or water bodies or conveyance
 18 systems. Temporary erosion protection may include the use of straw, jute
 19 matting, wattles, heavy plastic sheeting, or other forms of ground cover on
 20 areas disturbed by construction. Sloped surfaces shall be restored and
 21 protected in such a manner that surface runoff does not erode the
 22 embankments, slopes, or ground surfaces, nor create surface channels, or
 23 ruts.

24

25 Any damage caused by the Contractor's failure to keep the erosion
 26 materials maintained shall be borne by the Contractor alone.

27

28 **8-01.3(1)A Submittals**

29 (May 4, 2020 G&O GSP)

30

31 This Section is supplemented with the following:

32

33 The Contractor shall be required to prepare, maintain, and update the
 34 TESC plan, as may be required during the course of the Project. The
 35 TESC plan and details included are provided solely for the establishment
 36 of basic erosion control measures and are not intended to be a complete
 37 plan.

38

39

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 8-01.3(9)D Inlet Protection****2 (May 4, 2020 G&O GSP)****3****4****4 This Section is supplemented with the following:****5****6****7****8****9****10****11****12****13 8-01.4 Measurement****14 (May 4, 2020 G&O GSP)****15****16****16 This Section is supplemented with the following:****17****18****19****20****21 8-01.5 Payment****22 (May 4, 2020 G&O GSP)****23****24****24 Supplement this Section with the following:****25****26****27****28****29****30****29 "Erosion Control and Water Pollution Prevention"****31****32****33****34****35****36****37****38****31 The lump sum contract price for "Erosion Control and Water Pollution Prevention" shall include all costs for preparing and implementing a TESC plan as stated herein and as further indicated on the Plan that is not otherwise paid under separate contract items in the Proposal, including furnishing, installing, maintaining, removal of erosion/water pollution prevention devices.**

SPECIAL PROVISIONS - Continued

ATTACHMENT 1

8-02 ROADSIDE RESTORATION

8-02.2 Materials

(May 4, 2020 G&O GSP)

This Section shall be supplemented with the following:

Sod of the following composition shall be installed on all areas requiring sod within the project:

- | | |
|-----------|---|
| Mixture: | 60% Perennial Turf Type Ryegrass
20% Hybrid Kentucky Bluegrass
20% Fescue |
| Ryegrass: | 60% by weight
TARA Perennial Ryegrass
DANDY Perennial Ryegrass
SHERWOOD Perennial Ryegrass |
| Fescue: | 20% by weight
SPARTAN Hard Fescue |

Sod shall:

- Contain no more than 1 percent other grasses, none of which is coarse or of undesirable variety.
- Be free of weeds, pests, and diseases.
- Contain no more than 1 percent Poa Anna (annual bluegrass).
- Be not less than 10 months old and no more than 14 months old; healthy and with a dense, vigorous, well-developed root structure.
- Be grown on fumigated soil with intensive care and cultivation under rigid quality control.
- Be cut from fields no more than 24 hours before delivery to jobsite.

Bark mulch for planting strip areas and surface restoration adjacent to sidewalks shall conform to Section 9-14.4(3).

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 8-02.3(3)B Chemical Pesticides**

2 (May 4, 2020 G&O GSP)

3

4 This Section is supplemented with the following:

5

6

No chemical herbicides will be allowed in planting areas.

7

8 8-02.3(4) Topsoil

9 (January 7, 2013 G&O GSP)

10

11 This Section is supplemented with the following:

12

13

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

14

15

16

Cultivate 4 inches of imported topsoil, Type A into the existing subgrades to a minimum transition depth of 6 inches in areas to be seeded with topsoil, in sod areas, in planting strip areas and in fill slopes to be planted, as shown on the Plans.

17

18

19

20

21 8-02.3(4)A Topsoil Type A

22 (May 4, 2020 G&O GSP)

23

24 This Section is supplemented with the following:

25

26

Imported Topsoil, Type A, shall be a mixture of 33.3 percent compost by volume, 33.3 percent loam by volume and 33.3 percent sandy loam by volume as defined by USDA soil texture triangle, screened through a 3/8-inch screen or approved equal. Compost shall be made from ground yard waste that has first been screened through a 5/8-inch trammel screen. The composting process shall include five 3-day periods during which the compost temperature is 131 to 165 degrees Fahrenheit. The total composting time period shall be a minimum of 4 months. Topsoil shall be weed free.

27

28

29

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34

35

36 8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

37 (May 4, 2020 G&O GSP)

38

39 This Section is supplemented with the following:

40

41

Seeding, Sod and Planter Strip Areas: Finished grades of planting and seeding areas shall allow for soil preparation and mulch. Finished grades shall be as follows:

42

43

44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 parallel to the toe or top of slope. After placing, the sod shall be rolled and
2 heavily watered by sprinkler.

3

4 The Contractor shall be responsible for watering and fertilizing the sod
5 until physical completion of the Project. Watering shall be scheduled to
6 prevent drying of joints between sod strips. Four weeks after the first
7 mowing, 6-2-4 fertilizer shall be applied and reapplied at 6-week intervals.

8

9

Inspection and Substantial Completion

10

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21

Reseeding

22

23

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25

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27

28

8-02.4 Measurement

29

(May 4, 2020 G&O GSP)

30

31

Delete all paragraphs under this Section and replace with the following:

32

33

34

35

36

37

38

39

40

41

42

43

44

Topsoil will be measured by the cubic yard to the nearest 0.5 cubic yard in the haul conveyance or container at the point of delivery. The Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

Bark or Wood Chip Mulch will be measured by the cubic yard in the haul conveyance or container at the point of delivery. The Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Sod Installation will be measured by the square yard, along the ground
2 slope.

3

4 **8-02.5 Payment**

5 (May 4, 2020 G&O GSP)

6

7 Delete all paragraphs under this Section and replace with the following:

8

9 Payment will be made in accordance with Section 1-04.1 for each of the
10 following listed bid items that are included in the Proposal:

11

12 "Topsoil, Type __", per cubic yard.

13

14 The unit contract price per cubic yard for "Topsoil, Type __" shall be full
15 pay for all costs necessary for providing the source of material for topsoil
16 Type __, for pre-excitation weed control, excavating, loading, hauling,
17 intermediate windrowing, stockpiling, weed control on stockpiles or
18 windrows, and removal, furnishing, placing, cultivating, spreading,
19 processing, and compacting the topsoil.

20

21 "Bark or Wood Chip Mulch", per cubic yard.

22

23 The unit contract price per cubic yard for "Bark or Wood Chip Mulch" shall
24 be full pay for all costs necessary to furnish and install the bark mulch.

25

26 "Sod Installation," per square yard.

27

28 The unit contract price per square yard for "Sod Installation" shall be full
29 pay for all costs necessary to prepare the area, furnish and plant sod,
30 erect barriers, control weeds, and establish lawn areas, complete the
31 Work as specified, fertilize, mow, water , resod as needed.

32

33 **8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES**

34

35 **8-06.3 Construction Requirements**

36 (*****)

37

38 This Section shall be supplemented with the following:

39

40 Before placing any concrete, the Contractor shall have on the job site
41 enough protective paper, or equivalent, to cover the pour of an entire day
42 in the event of rain or other unsuitable weather conditions.

43

SPECIAL PROVISIONS - Continued**ATTACHMENT 1**

1 Driveway access shall be maintained at all times. The Contractor shall
 2 use steel plates to bridge repairs or construct repairs in sections in order
 3 to protect new driveway and allow access during the curing period.
 4

5 The driveway repair shall be protected against damage or defacement of
 6 any kind until acceptance by the Contracting Agency. Any driveway repair
 7 not acceptable, in the opinion of the Contracting Agency, because of
 8 damage or defacement shall be removed, wastehauled, and replaced by
 9 the Contractor at the Contractor's expense. Sacking, grinding, or spot
 10 repair shall not be considered an acceptable means for repairing
 11 unacceptable sections.
 12

8-06.4 Measurement

13 (November 21, 2009)
 14

15 Delete this Section and replace with the following:
 16

17
 18 Cement Concrete Driveway Repair will be measured by the square yard of
 19 cement concrete driveway installed.
 20

8-06.5 Payment

21 (January 7, 2013 G&O GSP)
 22

23 This Section is supplemented with the following:
 24

25
 26 The unit contract price per square yard for "Cement Concrete Driveway
 27 Repair" shall be full compensation for all labor, tools, equipment,
 28 materials, and incidentals required to perform the work as specified
 29 including, but not limited to, forming, joint material, furnishing and installing
 30 the concrete, finishing, protecting the work, and temporary steel plating, as
 31 needed.
 32

8-09 RAISED PAVEMENT MARKERS**8-09.3 Construction Requirements**

33 (June 16, 2006 G&O GSP)
 34

35 This Section is supplemented with the following:
 36

37
 38 One Blue Raised Pavement Marker, Type 2 shall be placed in-line with the
 39 lane line that is closest to the hydrant perpendicular to the centerline of the
 40 roadway in front of each fire hydrant. On a two-lane roadway, the marker
 41 shall be offset from the centerline 4 inches toward the hydrant location.
 42
 43
 44

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 8-18 MAILBOX SUPPORT****3 8-18.3 Construction Requirements**

4 (June 10, 2009 G&O GSP)

6 This Section is supplemented with the following:

8 During construction mailboxes and/or paper boxes shall be protected to
9 ensure their usefulness will not be impaired.

11 8-22 PAVEMENT MARKING**13 8-22.1 Description**

14 (June 16, 2006 G&O GSP)

16 This Section is supplemented with the following:

18 Pavement markings shall conform to Section 8-22 of the Standard
19 Specifications, and the latest edition and amendments thereto of the
20 Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the
21 State of Washington, and shall be constructed as shown in the Plans
22 except as modified herein.

24 The Contractor shall be responsible for all traffic control required to place
25 and protect pavement marking material, as outlined in Sections 1-07.23
26 and 1-10 of the Standard Specifications and these Special Provisions.

28 8-22.2 Materials

29 (November 1, 2011 G&O GSP)

31 This Section is supplemented with the following:

33 Plastic pavement marking materials shall be Type A – liquid hot applied
34 thermoplastic unless indicated otherwise in the Contract Documents.

36 Patents

37 The Contractor shall assume all costs arising from the use of patented
38 materials, equipment, devices, or processes used on or incorporated in
39 the work, and agrees to indemnify and save harmless the Contracting
40 Agency and its duly authorized representatives from all suits of law or
41 action of every nature for, or on account of, the use of any patented
42 materials, equipment, device, or processes.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 Acceptance**

2 The Contractor shall be responsible for supplying material that meets
 3 aforesated material and testing requirements. The Contractor shall
 4 supply certification that the pavement marking material meets the above
 5 specifications.
 6

7 8-22.3 Construction Requirements

8 (November 24, 2010 G&O GSP)
 9

10 This Section is supplemented with the following:

11
 12 In addition to the requirements of Sections 8-22.3(2) and 8-22.3(3), the
 13 application and surface preparation shall conform to the manufacturer's
 14 recommendations.
 15

16 The Contractor shall provide the Engineer with two copies of the
 17 manufacturer's recommendations for installation.
 18

19 In all cases, the product manufacturer's recommended application
 20 procedures shall be adhered to. When no such procedures have been
 21 published, workmanship shall be governed by these Special Provisions
 22 and the Standard Specifications.
 23

24 After cleaning of areas to receive pavement markings, the areas shall
 25 pass inspection of the Engineer prior to application of the material or the
 26 primer coat.
 27

28 Reflectorized beading as stated in Section 8-22.3(3) of the Standard
 29 Specifications shall be provided with all pavement markings.
 30

31 8-22.3(6) Removal of Pavement Markings

32 (November 21, 2009 G&O GSP)
 33

34 This Section is supplemented with the following:

35
 36 All Type D pavement markings and raised pavement markers shall be
 37 removed prior to any HMA overlay.
 38

39 Painting is not an acceptable method for obliteration or removal of
 40 pavement markings.
 41
 42

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 PROJECT DOCUMENTATION**

2 (November 24, 2010 G&O GSP)

4 Description

6 The Work described in this section includes record drawings, photographs, and
7 property release forms.

9 Construction Requirements**11 Record Drawings**

13 Record drawings and other documents are to be maintained and annotated by
14 the Contractor during construction as follows: (1) a neatly and legibly marked set
15 of Contract Plans showing the final location of piping, structures, paving limits,
16 curbs, gutters, sidewalks, relocated utility structures, monuments, channelization,
17 etc.; (2) additional documents such as schedules, lists, drawings, and
18 easement/permit forms included in the Specifications; and (3) Contractor layout
19 and installation drawings.

21 Unless otherwise specified, record drawings shall be full size and maintained in a
22 clean, dry, and legible condition. Record documents shall not be used for
23 construction purposes and shall be available for review by the Contracting
24 Agency during normal working hours at the Contractor's field office. At the
25 completion of the Work and prior to final payment, all record drawings and
26 attachments shall be submitted to the Contracting Agency.

28 The record drawings shall be prepared concurrently with the Work being
29 performed and shall be kept current at all times. Annotations to the record
30 documents shall be made with an erasable colored pencil conforming to the
31 following color code:

33	Additions	-	Red
34	Deletions	-	Green
35	Comments	-	Blue
36	Dimensions	-	Graphite

38 The record drawings shall identify all existing or abandoned utilities that were
39 found during construction and not shown on the original Contract Plans.

41 The Contractor will be provided with one set of Contract Plans for this purpose.
42 At the end of the project, each record drawing and other document shall be
43 stamped and signed by the Contractor, attesting to the accuracy of the drawing
44 or other document.

SPECIAL PROVISIONS - Continued**ATTACHMENT 1****1 Photographs**

2

3 The Contractor shall provide comprehensive preconstruction photographs of the
4 entire Work site and adjoining properties. The photographs shall provide
5 complete coverage of all features.

6

7 Before construction starts, electronic files of all photos shall be delivered to the
8 Contracting Agency. Photographs shall be taken in and along the project limits,
9 prior to construction. Special attention shall be provided to depict existing
10 conditions, edge of pavement, drainage facilities, private improvements, and
11 utility markers. The photographs shall be provided with date the photos were
12 taken, and arranged in a logical order. The Contractor shall provide post-
13 construction photographs from the same spot and angle as the pre-construction
14 photographs. An electronic file of post-construction photos shall be submitted.
15 The Contractor shall provide 100 pre- and 100 post-construction photographs of
16 the Work site.

17

18 Property Release Forms

19

20 The Contractor shall be held responsible for acquiring signed property release
21 forms in the format provided in the Appendix, for all properties which have been
22 disturbed or damaged by the Contractor's operations, or utilized by the
23 Contractor for staging, storing, or stock piling of materials or equipment.

24

25 This work shall include submitting the form(s), as further shown herein, by
26 certified mail to each property owner effected and further including therein a self
27 addressed stamped envelope for the property owner's use. The enclosed self
28 addressed envelope shall be addressed to: City of Medina, 501 Evergreen Point
29 Road, Medina, Washington 98039. Contractor shall provide a copy of all certified
30 mailings to the Contracting Agency.

31

32 Payment

33

34 All cost associated with project documentation shall be included in the lump sum
35 price bid for "Mobilization, Cleanup and Demobilization."

ATTACHMENT 1

DIVISION 9
MATERIALS

ATTACHMENT 1

1 **DIVISION 9 MATERIALS**

2

3 **9-03 AGGREGATES**

4

5 **9-03.8(7) HMA Tolerances and Adjustments**

6 (March 14, 2014 G&O GSP)

7

8 Delete Item 1 and replace it with the following:

9

- 10 1. **Job Mix Formula Tolerances.** After the JMF is determined as
 11 required in 5-04.3(7)A, the constituents of the mixture at the time of
 12 acceptance shall conform to the following tolerances:
 13

Aggregate, percent passing	Nonstatistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

14

15

16

17

18

19

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100 percent passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

ATTACHMENT 1

PART 4
WAGE RATES

ATTACHMENT 1

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 06/29/2022

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	* <u>Risk Class</u>
King	Asbestos Abatement Workers	Journey Level	\$54.62	5D	1H		View
King	Boilermakers	Journey Level	\$72.54	5N	1C		View
King	Brick Mason	Journey Level	\$63.32	7E	1N		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	7E	1N		View
King	Building Service Employees	Janitor	\$27.23	5S	2F		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$27.68	5S	2F		View
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$31.18	5S	2F		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$32.18	5S	2F		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		1		View
King	Carpenters	Acoustical Worker	\$68.19	15J	4C		View
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$68.19	15J	4C		View
King	Carpenters	Carpenter	\$68.19	15J	4C		View
King	Carpenters	Floor Finisher	\$68.19	15J	4C		View
King	Carpenters	Floor Layer	\$68.19	15J	4C		View
King	Carpenters	Scaffold Erector	\$68.19	15J	4C		View
King	Cement Masons	Application of all Composition Mastic	\$67.41	15J	4U		View
King	Cement Masons	Application of all Epoxy Material	\$66.91	15J	4U		View
King	Cement Masons	Application of all Plastic Material	\$67.41	15J	4U		View
King	Cement Masons	Application of Sealing Compound	\$66.91	15J	4U		View
King	Cement Masons	Application of Underlayment	\$67.41	15J	4U		View
King	Cement Masons	Building General	\$66.91	15J	4U		View
King	Cement Masons	Composition or Kalman Floors	\$67.41	15J	4U		View
King	Cement Masons	Concrete Paving	\$66.91	15J	4U		View
King	Cement Masons	Curb & Gutter Machine	\$67.41	15J	4U		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	15J	4U		View
King	Cement Masons	Curing Concrete	\$66.91	15J	4U		View

King	Cement Masons	Finish Colored Concrete	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Floor Grinding	\$67.41	<u>15J</u>	ATTACHMENT 1		View
King	Cement Masons	Floor Grinding/Polisher	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Green Concrete Saw, self-powered	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Grouting of all Plates	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Guniting Nozzleman	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Hand Powered Grinder	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Journey Level	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Patching Concrete	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Pneumatic Power Tools	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Power Chipping & Brushing	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Sand Blasting Architectural Finish	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Screed & Rodding Machine	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Troweling Machine Operator	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Tunnel Workers	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver	\$122.49	<u>15J</u>	<u>4C</u>	<u>8V</u>	View
King	Divers & Tenders	Diver On Standby	\$81.04	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver Tender	\$73.60	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Manifold Operator	\$73.60	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$78.60	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.60	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$68.64	<u>15J</u>	<u>4C</u>		View
King	Dredge Workers	Assistant Engineer	\$73.62	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Boatmen	\$73.62	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Engineer Welder	\$75.03	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Leverman, Hydraulic	\$76.53	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Mates	\$73.62	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Oiler	\$73.05	<u>5D</u>	<u>3F</u>		View
King	Drywall Applicator	Journey Level	\$68.19	<u>15J</u>	<u>4C</u>		View
King	Drywall Tapers	Journey Level	\$67.91	<u>5P</u>	<u>1E</u>		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$35.19	<u>5L</u>	<u>1E</u>		View
King	Electricians - Inside	Cable Splicer	\$97.21	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$104.49	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Certified Welder	\$93.91	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Certified Welder (tunnel)	\$100.86	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Construction Stock Person	\$47.03	<u>7C</u>	<u>4E</u>		View

King	Electricians - Inside	Journey Level	\$90.59	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$97.21	7C	ATTACHMENT 1		View
King	Electricians - Motor Shop	Journey Level	\$48.68	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$88.89	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$81.65	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$52.91	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$52.91	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$81.65	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$60.75	5A	4D		View
King	Electronic Technicians	Journey Level	\$59.10	7E	1E		View
King	Elevator Constructors	Mechanic	\$103.81	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$112.09	7D	4A		View
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$18.25	5B	1R		View
King	Fence Erectors	Fence Erector	\$46.29	15J	4V	8Y	View
King	Fence Erectors	Fence Laborer	\$46.29	15J	4V	8Y	View
King	Flaggers	Journey Level	\$46.29	15J	4V	8Y	View
King	Glaziers	Journey Level	\$72.41	7L	1Y		View
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	15H	11C		View
King	Heating Equipment Mechanics	Journey Level	\$91.83	7F	1E		View
King	Hod Carriers & Mason Tenders	Journey Level	\$57.31	15J	4V	8Y	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		1		View
King	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
King	Inland Boatmen	Cook	\$56.48	5B	1K		View
King	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
King	Inland Boatmen	Mate	\$57.31	5B	1K		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		1		View

					<u>1</u>		<u>View</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		ATTACHMENT 1		<u>View</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		<u>1</u>		<u>View</u>
King	Insulation Applicators	Journey Level	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Ironworkers	Journeyman	\$80.28	<u>7N</u>	<u>10</u>		<u>View</u>
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Airtrac Drill Operator	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Ballast Regular Machine	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Batch Weighman	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Brick Pavers	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Brush Cutter	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Brush Hog Feeder	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Burner	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Caisson Worker	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Carpenter Tender	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Cement Dumper-paving	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Cement Finisher Tender	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Change House Or Dry Shack	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Choker Setter	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Chuck Tender	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Clary Power Spreader	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Clean-up Laborer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Concrete Dumper/Chute Operator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Concrete Form Stripper	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Concrete Placement Crew	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Concrete Saw Operator/Core Driller	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Crusher Feeder	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Curing Laborer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Ditch Digger	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Diver	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Dry Stack Walls	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Dump Person	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Epoxy Technician	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Erosion Control Worker	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Faller & Bucker Chain Saw	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Fine Graders	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Firewatch	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>

King	Laborers	Form Setter	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Gabian Basket Builders	\$54.62	<u>15J</u>	ATTACHMENT 1		View
King	Laborers	General Laborer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Grade Checker & Transit Person	\$57.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Grinders	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Grout Machine Tender	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Guardrail Erector	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Hazardous Waste Worker (Level A)	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Hazardous Waste Worker (Level B)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Hazardous Waste Worker (Level C)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	High Scaler	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Jackhammer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Laserbeam Operator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Maintenance Person	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Manhole Builder-Mudman	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Material Yard Person	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Motorman-Dinky Locomotive	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$57.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Pavement Breaker	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Pilot Car	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Pipe Layer (Lead)	\$57.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Pipe Layer/Tailor	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Pipe Pot Tender	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Pipe Reliner	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Pipe Wrapper	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Pot Tender	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Powderman	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Powderman's Helper	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Power Jacks	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Railroad Spike Puller - Power	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Raker - Asphalt	\$57.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Re-timberman	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Remote Equipment Operator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Rigger/Signal Person	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Rip Rap Person	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Rivet Buster	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Rodder	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Scaffold Erector	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View

King	Laborers	Scale Person	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Sloper (Over 20")	\$55.62	<u>15J</u>	ATTACHMENT 1	<u>1View</u>	
King	Laborers	Sloper Sprayer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Spreader (Concrete)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Stake Hopper	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Stock Piler	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Swinging Stage/Boatswain Chair	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Toolroom Person (at Jobsite)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Topper	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Track Laborer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Track Liner (Power)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Traffic Control Laborer	\$49.50	<u>15J</u>	<u>4V</u>	<u>9C</u>	View
King	Laborers	Traffic Control Supervisor	\$52.45	<u>15J</u>	<u>4V</u>	<u>9C</u>	View
King	Laborers	Truck Spotter	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tugger Operator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tunnel Work-Miner	\$57.41	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tunnel Work-Miner	\$57.41	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Vibrator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Vinyl Seamer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Watchman	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Welder	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Well Point Laborer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Window Washer/Cleaner	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View

King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	15J	4V	8Y	View
ATTACHMENT 1							
King	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	15J	4V	8Y	View
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	15J	4V	8Y	View
King	Landscape Construction	Landscape Operator	\$75.50	15J	11G	8X	View
King	Landscape Maintenance	Groundskeeper	\$17.87		1		View
King	Lathers	Journey Level	\$68.19	15J	4C		View
King	Marble Setters	Journey Level	\$63.32	7E	1N		View
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	15I	11E		View
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	15I	11E		View
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	15I	11E		View
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	15I	11E		View
King	Millwright	Journey Level	\$69.74	15J	4C		View
King	Modular Buildings	Cabinet Assembly	\$14.49		1		View
King	Modular Buildings	Electrician	\$14.49		1		View
King	Modular Buildings	Equipment Maintenance	\$14.49		1		View
King	Modular Buildings	Plumber	\$14.49		1		View
King	Modular Buildings	Production Worker	\$14.49		1		View
King	Modular Buildings	Tool Maintenance	\$14.49		1		View
King	Modular Buildings	Utility Person	\$14.49		1		View
King	Modular Buildings	Welder	\$14.49		1		View
King	Painters	Journey Level	\$47.70	6Z	2B		View
King	Pile Driver	Crew Tender	\$62.69	15J	4C		View
King	Pile Driver	Crew Tender/Technician	\$62.69	15J	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$85.00	15J	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	15J	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	15J	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	15J	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	15J	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	15J	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	15J	4C		View
King	Pile Driver	Journey Level	\$68.64	15J	4C		View
King	Plasterers	Journey Level	\$64.14	7Q	1R		View
King	Plasterers	Nozzleman	\$67.64	7Q	1R		View

King	Playground & Park Equipment Installers	Journey Level	\$14.49		<u>1</u>		View	
					ATTACHMENT 1			
King	Plumbers & Pipefitters	Journey Level	\$94.69	<u>6Z</u>	<u>1G</u>		View	
King	Power Equipment Operators	Asphalt Plant Operators	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Assistant Engineer	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Barrier Machine (zipper)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Batch Plant Operator: concrete	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Boat Operator	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Bobcat	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Brooms	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Bump Cutter	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cableways	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Chipper	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Compressor	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Conveyors	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.19	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	

King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	7A	11H	8X	View
ATTACHMENT 1							
King	Power Equipment Operators	Crusher	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$76.77	15J	11G	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$75.50	15J	11G	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	15J	11G	8X	View
King	Power Equipment Operators	Drilling Machine	\$77.53	15J	11G	8X	View
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.20	15J	11G	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.50	15J	11G	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$72.20	15J	11G	8X	View
King	Power Equipment Operators	Guardrail Punch	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$75.50	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$75.60	7A	11H	8X	View
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	11H	8X	View
King	Power Equipment Operators	Leverman	\$78.33	15J	11G	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	15J	11G	8X	View
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$75.50	15J	11G	8X	View
King	Power Equipment Operators	Locomotives, All	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Material Transfer Device	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	15J	11G	8X	View
King	Power Equipment Operators	Motor Patrol Graders	\$76.77	15J	11G	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	15J	11G	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	15J	11G	8X	View

King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
ATTACHMENT 1							
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Pavement Breaker	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Power Plant	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Pumps - Water	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Rigger and Bellman	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Rollagon	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Saws - Concrete	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Service Engineers: Equipment	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Slipform Pavers	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Subgrader Trimmer	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Tower Bucket Elevators	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	11H	8X	View
ATTACHMENT 1							
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.63	7A	11H	8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$79.20	7A	11H	8X	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$76.77	15J	11G	8X	View
King	Power Equipment Operators	Trenching Machines	\$75.50	15J	11G	8X	View
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.60	7A	11H	8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$76.09	15J	11G	8X	View
King	Power Equipment Operators	Welder	\$76.77	15J	11G	8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$72.20	15J	11G	8X	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$76.87	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$75.50	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
					ATTACHMENT 1		
King	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	ATTACHMENT 1
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Leverman	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	

King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$72.20	15J	11G	8X	View
					ATTACHMENT 1		
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$72.30	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$75.50	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$75.50	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$75.50	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$75.50	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.63	7A	11H	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$79.20	7A	11H	8X	View
ATTACHMENT 1							
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$75.50	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.60	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$76.09	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$76.77	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$72.20	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$76.09	15J	11G	8X	View
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$90.01	6Z	1G		View
King	Residential Brick Mason	Journey Level	\$63.32	7E	1N		View
King	Residential Carpenters	Journey Level	\$36.44		1		View
King	Residential Cement Masons	Journey Level	\$46.64		1		View
King	Residential Drywall Applicators	Journey Level	\$68.19	15J	4C		View
King	Residential Drywall Tapers	Journey Level	\$36.36		1		View
King	Residential Electricians	Journey Level	\$48.80		1		View
King	Residential Glaziers	Journey Level	\$28.93		1		View
King	Residential Insulation Applicators	Journey Level	\$28.18		1		View
King	Residential Laborers	Journey Level	\$29.73		1		View
King	Residential Marble Setters	Journey Level	\$27.38		1		View
King	Residential Painters	Journey Level	\$23.47		1		View
King	Residential Plumbers & Pipefitters	Journey Level	\$94.69	6Z	1G		View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$90.01	6Z	1G		View
King	Residential Sheet Metal Workers	Journey Level	\$91.83	7F	1E		View
King	Residential Soft Floor Layers	Journey Level	\$51.91	5A	3J		View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04	5C	2R		View

King	Residential Stone Masons	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo Workers	Journey Level	\$58.71	<u>7E</u>	ATTACHMENT 1	View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		<u>1</u>	View
King	Residential Tile Setters	Journey Level	\$21.04		<u>1</u>	View
King	Roofers	Journey Level	\$59.05	<u>5A</u>	<u>3H</u>	View
King	Roofers	Using Irritable Bituminous Materials	\$62.05	<u>5A</u>	<u>3H</u>	View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	<u>7F</u>	<u>1E</u>	View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Painter	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Shipfitter	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$47.45	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$48.92	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$47.45	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	View
King	Sign Makers & Installers (Electrical)	Journey Level	\$53.62	<u>0</u>	<u>1</u>	View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$34.42	<u>0</u>	<u>1</u>	View

King	Soft Floor Layers	Journey Level	\$54.41	5A	3J		View
King	Solar Controls For Windows	Journey Level	\$14.49		ATTACHMENT 1		View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$89.49	5C	1X		View
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1		View
King	Stone Masons	Journey Level	\$63.32	7E	1N		View
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		1		View
King	Surveyors	Assistant Construction Site Surveyor	\$75.60	7A	11H	8X	View
King	Surveyors	Chainman	\$72.30	7A	11H	8X	View
King	Surveyors	Construction Site Surveyor	\$76.87	7A	11H	8X	View
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$72.30	7A	11H	8X	View
King	Surveyors	Ground Penetrating Radar Operator	\$72.30	7A	11H	8X	View
King	Telecommunication Technicians	Journey Level	\$59.10	7E	1E		View
King	Telephone Line Construction - Outside	Cable Splicer	\$38.27	5A	2B		View
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	5A	2B		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	5A	2B		View
King	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	5A	2B		View
King	Terrazzo Workers	Journey Level	\$58.71	7E	1N		View
King	Tile Setters	Journey Level	\$58.71	7E	1N		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$49.54	7E	1N		View
King	Traffic Control Stripers	Journey Level	\$50.51	7A	1K		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$69.95	15J	11I	8L	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$69.11	15J	11I	8L	View
King	Truck Drivers	Dump Truck	\$69.11	15J	11I	8L	View
King	Truck Drivers	Dump Truck & Trailer	\$69.95	15J	11I	8L	View
King	Truck Drivers	Other Trucks	\$69.95	15J	11I	8L	View
King	Truck Drivers - Ready Mix	Transit Mix	\$69.95	15J	11I	8L	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$14.49		1		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022 (Updated 6/1/2022)

ATTACHMENT 1

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022 (Updated 6/1/2022)

ATTACHMENT 1

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022 (Updated 6/1/2022)

ATTACHMENT 1**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022 (Updated 6/1/2022)

ATTACHMENT 1

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022 (Updated 6/1/2022)

ATTACHMENT 1**Overtime Codes Continued**

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022 (Updated 6/1/2022)

ATTACHMENT 1**Overtime Codes Continued**

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

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ATTACHMENT 1**Overtime Codes Continued**

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

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ATTACHMENT 1**Overtime Codes Continued**

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.
- J. All hours worked on holidays shall be paid at double the hourly rate of wage.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

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Holiday Codes Continued

- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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Holiday Codes Continued

7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

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Holiday Codes Continued

7. V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

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Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

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Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

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Note Codes Continued

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
 (B) – 200' to 299' – \$0.80 per hour over their classification rate.
 (C) – 300' and over – \$1.00 per hour over their classification rate.

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ATTACHMENT 1**Note Codes Continued**

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

ATTACHMENT 1

PART 5
APPENDIX

ATTACHMENT 1

APPENDIX A
SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

ATTACHMENT 1

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
NE 7TH STREET IMPROVEMENTS

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Medina by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Medina will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: _____

Address: _____

Phone: _____

Contact Person: _____

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

- The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1

3. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

- The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1

4. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1

5. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1

6. Lawsuits

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1

7. Contract Time (Liquidated Damages)

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal date, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1

8. Capacity and Experience

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. Capacity

i. Gross dollar amount of work currently under contract:

ii. Gross dollar amount of contracts currently not completed:

iii. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

iv. Number of superintendents on Bidder's staff:

ATTACHMENT 1

B. Experience

i. General character of work performed by firm:

ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: _____

Owner is a Government Agency? ___ Yes ___ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

ATTACHMENT 1

#2 Owner's Name and Contact Information: _____

Owner is a Government Agency? ___ Yes ___ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

#3 Owner's Name and Contact Information: _____

Owner is a Government Agency? ___ Yes ___ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

ATTACHMENT 1

APPENDIX B
PROPERTY RELEASE

ATTACHMENT 1

PROPERTY RELEASE

(Owner's Name)

(Property Address)

DATE: _____

I, _____, owner of _____
(Property Owner's Name) (Property

_____, hereby release
(Description or Address)

_____, from any property
(Contractor's Name)

damage or personal injury resulting from construction adjacent

to or on my property located at _____,
(Property Address)

during construction of the NE 7th Street Improvements. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.

Name: _____

Signed: _____

Address: _____

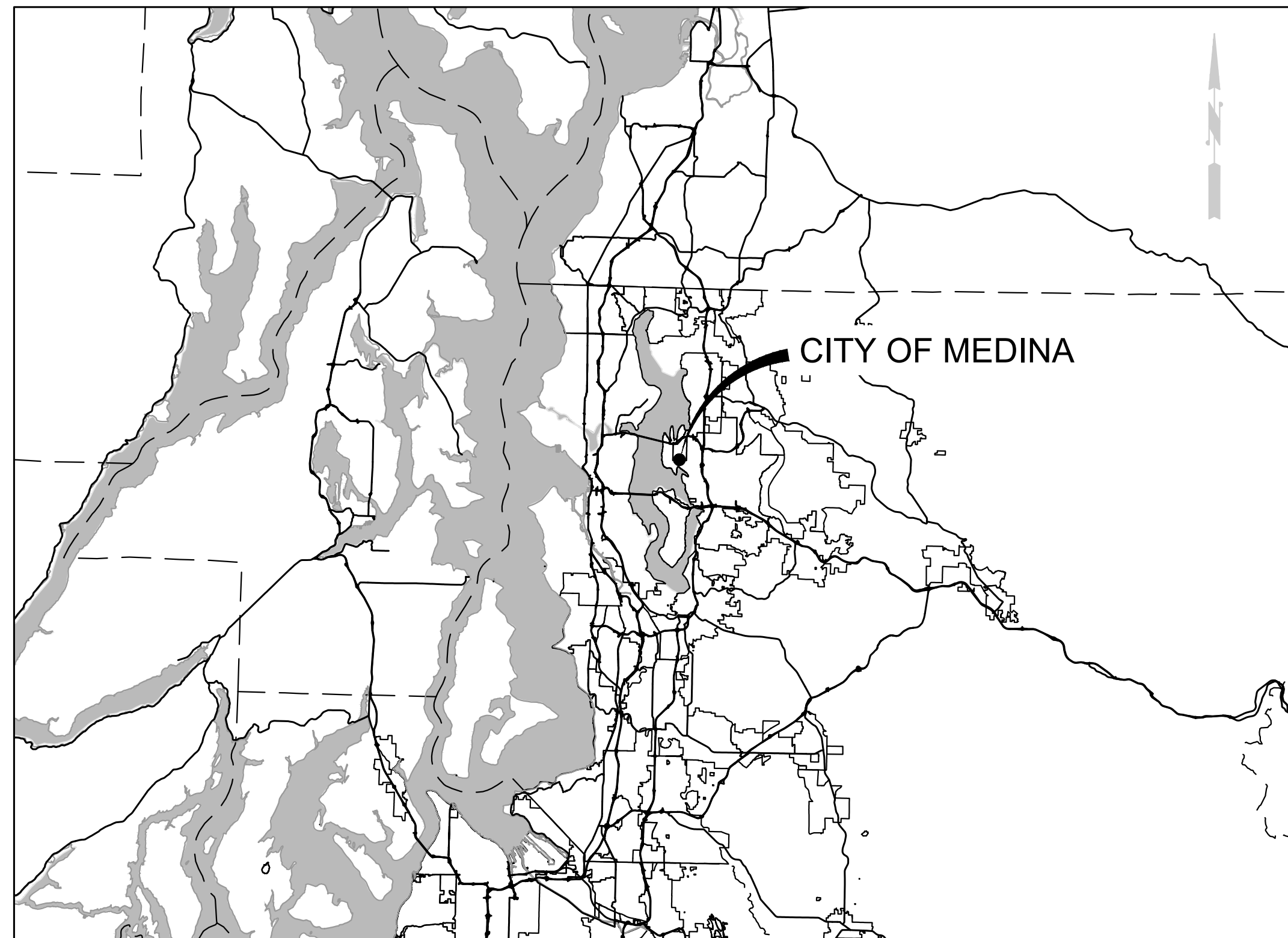
Phone: _____

CITY OF MEDINA

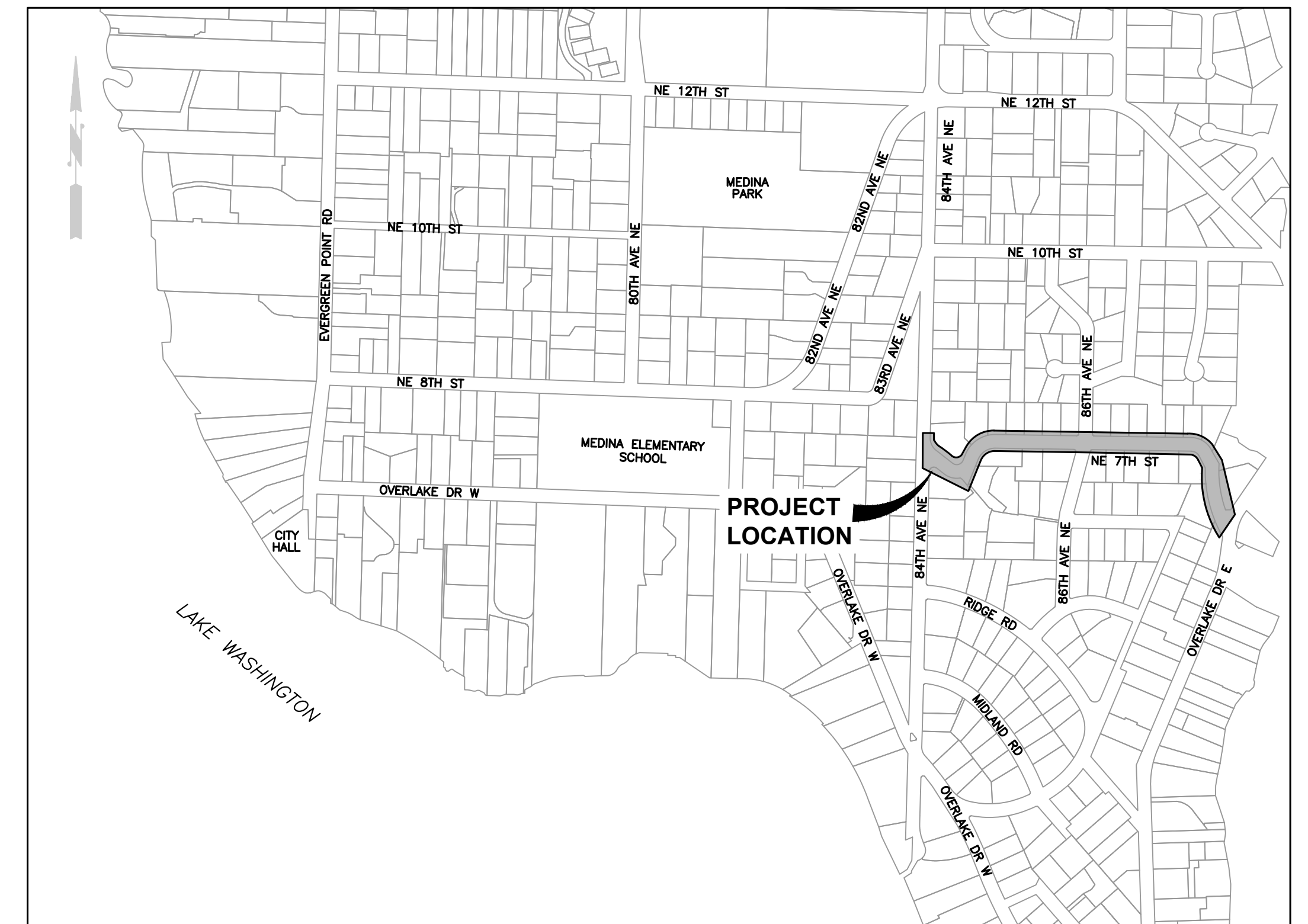
KING COUNTY

WASHINGTON

NE 7TH STREET IMPROVEMENTS



VICINITY MAP
NOT TO SCALE



PROJECT LOCATION MAP
NOT TO SCALE

CITY OFFICIALS

JESSICA ROSSMAN
MAYOR

RANDY REEVES
DEPUTY MAYOR

JENNIFER GARONE

MAC JOHNSTON

STEVE BURNS
INTERIM CITY MANAGER

HARINI GOKUL

CITY COUNCIL

CYNTHIA ADKINS

BOB ZOOK

RYAN OSADA
PUBLIC WORKS DIRECTOR



JUNE 2022
G&O #22488

ABBREVIATIONS

AC	ASBESTOS CEMENT PIPE
ADJ	ADJUST
ALT	ALTERNATE
ALUM	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
AP	ANGLE POINT
ASPH	ASPHALT
ASSY	ASSEMBLY
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
AVE	AVENUE
BF	BLIND FLANGE
BLDG	BUILDING
BLK	BLOCK
BO	BLOW OFF
BOP	BEGINNING OF PROJECT
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
C	CONDUIT
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
CICL	CAST IRON CLASS
CLR	CLEARANCE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONN	CONNECTION
CONT	CONTINUED/CONTINUOUS
CPEP	CORRUGATED POLYETHYLENE PIPE
CPLG	COUPLING
CTR	CENTER
CY	CUBIC YARD
C	CENTER LINE
D	DRAIN
DC	DEGREE OF CURVATURE
DI	DUCTILE IRON
DIA	DIAMETER
DIM	DIMENSION
DOT	DEPARTMENT OF TRANSPORTATION
DWGS	DRAWING(S)
E	EAST
EA	EACH
EL	ELEVATION
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOP	END OF PROJECT
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EXIST	EXISTING
FIG	FIGURE
FIN	FINISHED
FL	FLANGE
FT	FEET
GA	GAUGE
GALV	GALVANIZED
GI	GALVANIZED IRON
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCH
INV	INVERT
L	LENGTH
LB	POUND
LF	LINEAR FEET
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
N	NORTH
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
PC	POINT OF CURVATURE
PE	PLAIN END
PERF	PERFORATED
PI	POINT OF INTERSECTION
PP	POWER POLE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENT
QTY	QUANTITY
R	RADIUS
R/W	RIGHT-OF-WAY
RED	REDUCER
REINF	REINFORCE
REQD	REQUIRED
RET	RETAINING
RR	RAILROAD
S	SOUTH
SCH	SCHEDULE
SF	SQUARE FEET
SHT	SHEET
SL	SLOPE
SPECS	SPECIFICATIONS
SO	SQUARE
STA	STATION
STD	STANDARD
TB	THRUST BLOCK
TC	TOP OF CURB
TEL	TELEPHONE
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
THRD	THREADED
THRU	THROUGH
TYP	TYPICAL
VERT	VERTICAL
W	WEST
W/	WITH
W/O	WITHOUT
WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

LINETYPES

EXISTING	PROPOSED	DESCRIPTION
SURFACE FEATURES		
		CURB (TYPE AS NOTED)
		CURB & GUTTER
		ASPHALT PAVEMENT
		GRAVEL SURFACING
		CONCRETE SURFACING
		CEMENT CONC. SIDEWALK
		FENCE/RAILING (TYPE AS NOTED)
		SHRUB/TREE/VEGETATION LINE
		EDGE OF LANDSCAPING/RESTORATION
		RIGHT-OF-WAY LINE
		CENTERLINE OF CONSTRUCTION
		PROPERTY LINE
		CONTOUR LINE
		SAWCUT LINE (APPROXIMATE LOCATION)
		OVERHEAD UTILITIES
		BURIED ELECTRICAL
		BURIED TELEPHONE/COMMUNICATIONS
		BURIED COMMUNICATIONS
		BURIED CABLE TELEVISION
		GAS MAIN (SIZE AS NOTED)
		WATER MAIN (SIZE AS NOTED)
		SANITARY SEWER MAIN (SIZE AS NOTED)
		STORM DRAIN (SIZE AS NOTED)
		CULVERT (SIZE & TYPE AS NOTED)
		DITCH CENTERLINE/THALWEG

SIGNALIZATION/ILLUMINATION SYMBOLS

	JUNCTION BOX (TYPE I, II, VIII)
	LIGHT/LUMINAIRE POLE W/ARM
	POLE MOUNTED LIGHT

WATER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		GUARD POST / BOLLARD
		WATER METER
		WATER VAULT (SIZE VARIES)
		FIRE HYDRANT (3-NOZZLE)
		GATE VALVE

GAS/POWER/TELEPHONE SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		GAS VALVE
		PAD MOUNT TRANSFORMER
		POWER VAULT (SIZE VARIES)
		UTILITY POLE
		UTILITY POLE ANCHOR
		UTILITY PEDESTAL
		TELEPHONE VAULT (SIZE VARIES)
		TELEPHONE MANHOLE (SIZE VARIES)

SURVEY SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		CONTROL POINT
		MONUMENT (IN CASE)
		MONUMENT (SURFACE)
		BENCH MARK

SANITARY/STORM SEWER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		STORM DRAIN MANHOLE/TYPE 2 CATCH BASIN (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		STORM DRAIN CATCH BASIN, CONCRETE INLET, OR YARD/AREA DRAIN (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		SANITARY SEWER MANHOLE (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		CLEAN OUT (SAN. SEWER OR STORM)

SURFACE FEATURES/LANDSCAPING

EXISTING	PROPOSED	DESCRIPTION
		MAIL BOX (NOTED)
		SIGN
		TREE STUMP
		ROCK WALL
		SHRUB
		TREE (CONIFER)
		TREE (DECIDUOUS)
		ROCK/BOULDER

CHANNELIZATION SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		CENTER LANE LINE
		STOP LINE

GENERAL NOTES:

- ALL MATERIALS AND WORKMANSHIP SHALL BE FURNISHED AND SUPPLIED IN ACCORDANCE WITH THE 2022 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION AND CITY OF MEDINA PUBLIC WORKS STANDARDS, AND THESE CONTRACT DOCUMENTS UNLESS OTHERWISE SPECIFICALLY NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT AND COORDINATE WITH ALL UTILITY COMPANIES IN ORDER TO ASSURE THAT ALL LINES, PIPES, POLES AND OTHER APPURTENANCES ARE PROPERLY LOCATED, SECURED, AND/OR PROTECTED. BURIED UTILITIES (WHERE KNOWN) ARE SHOWN IN THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL HAVE UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION. NOTIFY THE UNDERGROUND UTILITIES LOCATE CENTER: CALL #811.
- THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS, ANY ADDENDA, CHANGE ORDERS AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN THE EVENT OR DISCOVERY OF UNSUITABLE SOILS OR HIGH GROUND WATER CONDITIONS OR DISCREPANCIES FROM THE PLANS.
- WHEREVER PLANS REFER TO "SAWCUT" OF ASPHALT CONCRETE PAVEMENT OR OIL MAT, OR CONCRETE SURFACE, THE CONTRACTOR SHALL PERFORM A "NEAT LINE CUT" PER SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN A CLEAN LEGIBLE SET OF RECORD DRAWINGS AND PROVIDE A SET TO THE OWNER PRIOR TO DEMOBILIZATION OF THE SITE. SEE SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL IN ACCORDANCE WITH MUTCD. PRIOR TO DISTRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL ALL APPROVED TRAFFIC CONTROL IS IN PLACE.

SHEET INDEX

SHEET NO.	DESCRIPTION
COVER	TITLE, VICINITY MAP, PROJECT LOCATION MAP AND CITY OFFICIALS
SHEET 1	ABBREVIATIONS, SYMBOL LEGEND, INDEX AND GENERAL NOTES
SHEET 2	SURVEY CONTROL
SHEET 3	EROSION CONTROL DETAILS
SHEET 4 - 6	STORM PLAN-PROFILE SHEETS
SHEET 7	STORM DETAILS
SHEET 8 - 9	STORM DETAILS
SHEET 10 - 11	PAVING PLAN
SHEET 12	ROAD DETAILS

BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811

EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH

RIGHT-OF-WAY DISCLAIMER

THE RIGHT-OF-WAY AND/OR PROPERTY LINES SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION, NOT ON A SURVEYED LOCATION AND ARE ONLY APPROXIMATE.



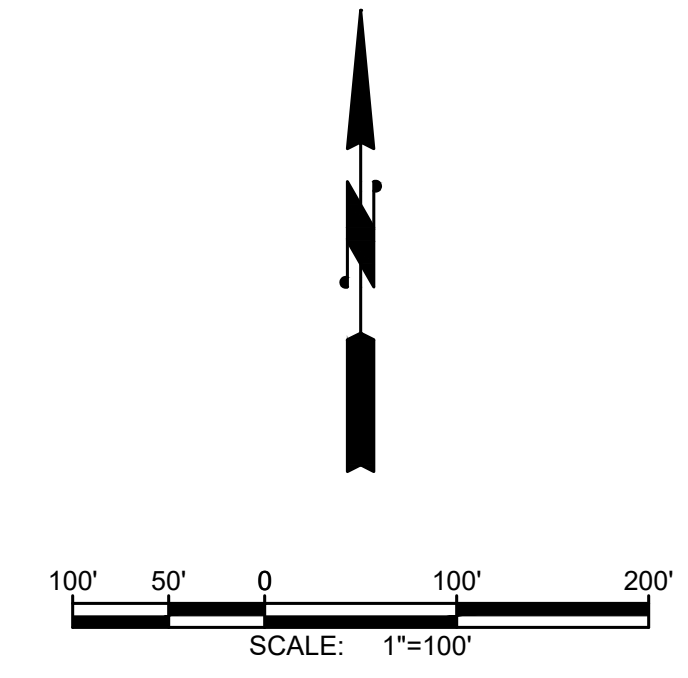
DATE: JUNE 2022	SCALE: NOTED	DRAWN: SEM	CHECKED: KWB	APPROVED: RWK
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REVISION	DATE	APPD
No.		



CITY OF MEDINA
WASHINGTON
NE 7TH STREET IMPROVEMENTS
ABBREVIATIONS, SYMBOL LEGEND, INDEX AND GENERAL NOTES

SHEET: 1
OF: 12
JOB NO.: 22488.00



CITY OF MEDINA - 2022 OVERLAY PROGRAM: NE 7TH ST OVERLAY

JOB NUMBER - 22488.01

HORIZONTAL DATUM: NAD83/2011
 WASHINGTON PLANE COORDINATE SYSTEM, NORTH ZONE, GRID NORTH
 HOLDING CITY OF BELLEVUE (BELNET 2011) PUBLISHED CONTROL NO. 0074, MODIFIED GROUND COORDINATES, SCALED TO GROUND USING AVG. CGF OF 0.99997975287 AT BASE POINT G&O #102.

VERTICAL DATUM: NAVD88
 HOLDING CITY OF BELLEVUE PUBLISHED ELEVATION ON "CITY OF BELLEVUE BENCHMARK NO 406" (G&O #168).

POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
2	226719.61	1297415.36	106.74	SFMC=FOUND MONUMENT IN CASE, FOUND BRASS PIN IN CONC. 2.1' BELOW ASPHALT. 3' E OF WEDGE OF ASPHALT. AT PI OF CURVE IN E OVERLAKE DR.
102	228425.30	1293811.75	77.50	SFMC, CENTER OF INTX EVERGREEN POINT RD & NE 8TH ST. CITY OF BELLEVUE NO. 0074. 2" BRASS DISC WITH LARGE "X", DOWN 0.55' IN CASE.
120	228114.85	1296446.77	113.22	SFMC, BRASS PIN W/ PUNCH, DOWN 1.05' IN CASE. INTX NE 7TH ST & 84TH AVE NE. CITY OF BELLEVUE NO. 3083.
121	227486.80	1296429.43	105.21	SFMC, BRASS PIN W/ PUNCH, DOWN 1.05' IN CASE. INTX 84TH AVE NE & RIDGE RD. CITY OF BELLEVUE NO 3084.
161	228005.34	1296588.68	136.21	SFNT=FOUND NAIL W/ TAG, NAIL W/ "DRS CONT" TAG. 0.85' N OF FLOW LINE OF WEDGE CURB ON S SIDE OF NE 7TH ST. IN CURVE. 22' W OF CENTERLINE TO DRIVEWAYS #8401 & #8405. 11.5' S OF SEWER MANHOLE.
162	228155.96	1296736.17	156.83	SFNT, NAIL W/ "TRIAD CONTROL" TAG. 0.5' SSE OF TOP OF WEDGE CURB ON NNW SIDE OF NE 7TH ST. 5.25' E OF SE EDGE OF CONCRETE CORNER OF E DRIVEWAY TO #8424.
163	228130.72	1297167.46	162.55	SFNT, PK NAIL W/ "TARGET, INC LS 11691" TAG. 6.5' NW OF SE 1/2 DELTA OF SE QUADRANT INTX 86TH AVE NE & NE 7TH ST. NW OF TWO OTHER NAIL & TAGS.
164	228149.58	1297592.18	144.59	SFNT, NAIL W/ "HGG TRAV PELS 16921" TAG. ON TOP OF THICKENED EDGE ON N SIDE OF NE 7TH ST. 2.3' E OF W PROPERTY LINE FOR HOUSE #8642. 33' W OF CENTERLINE OF DRIVEWAY.
165	228038.37	1297698.24	124.74	SSNT=SET NAIL W/ "G&O CONTROL" TAG. 1' E OF W EDGE OF ASPHALT AT CENTERLINE OF DRIVEWAY TO #8658 EXTENDED.
166	227801.10	1297789.16	76.44	SFNT, NAIL W/ "TARGET, INC" TAG. CENTERLINE STOP BAR AT AP. 1.8' E OF E EDGE OF STOP BAR AT INTX NE 7TH ST & OVERLAKE DR E. AT APPROXIMATE CENTERLINE OF NE 7TH ST.
167	227563.12	1297772.11	86.78	SFMC, TACK IN CONC. IN 1-3/4" PIPE. DOWN 1.85' IN CASE. 1.5' E OF CENTERLINE OF E OVERLAKE DR. AT PI.
168	227165.62	1297603.97	99.30	SFMC, 3" BRASS DOME W/ PUNCH, DOWN 0.75' IN CASE. N EDGE OF BRIDGE ON E OVERLAKE DR. CITY OF BELLEVUE BENCHMARK NO. 406.
169	226956.86	1297502.96	102.63	SSNT, IN W THICKENED EDGE OF E OVERLAKE DR. 2.5' N OF PAVER PARKING, AT NW CORNER OF BRIDGE.
170	227100.96	1297564.05	101.24	SFNT, NAIL W/ "TERRANE CONTROL" TAG. 3.7' S OF BRIDGE. 1.8' N OF GAS VALVE.
171	227211.72	1297610.57	99.77	SSNT, W SIDE E OVERLAKE DR IN THICKENED EDGE. 12' SW OF SEWER MANHOLE. 50' N OF N EDGE BRIDGE.

Gray & Osborne, Inc.
 CONSULTING ENGINEERS
 3710 168TH STREET, NE, BLDG. B, SUITE 210
 ARLINGTON, WA 98223 • (800) 464-6490

DATE:	JUNE 2022
SCALE:	NOTED
DRAWN:	SEM
CHECKED:	KWB
APPROVED:	RWK

No.	REVISION	DATE	APPD

ROBERT M. SUYKERBAL
 LICENSED PROFESSIONAL ENGINEER
 STATE OF WASHINGTON
 LICENSE NO. 35188
 6/14/2022

CITY OF MEDINA
 KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
 SURVEY CONTROL

SHEET:	2
OF:	12
JOB NO.:	22488.00

BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811
 EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH

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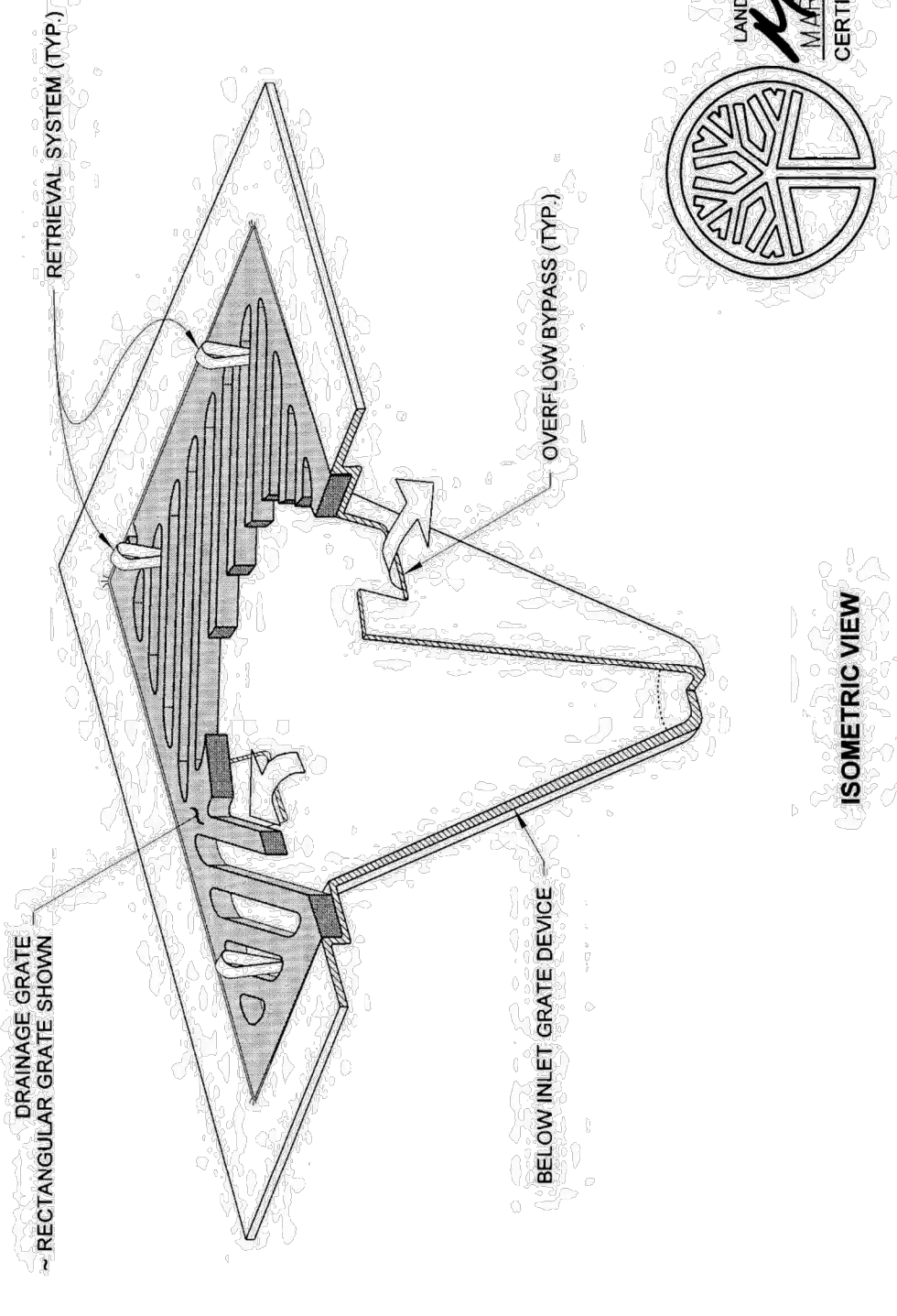
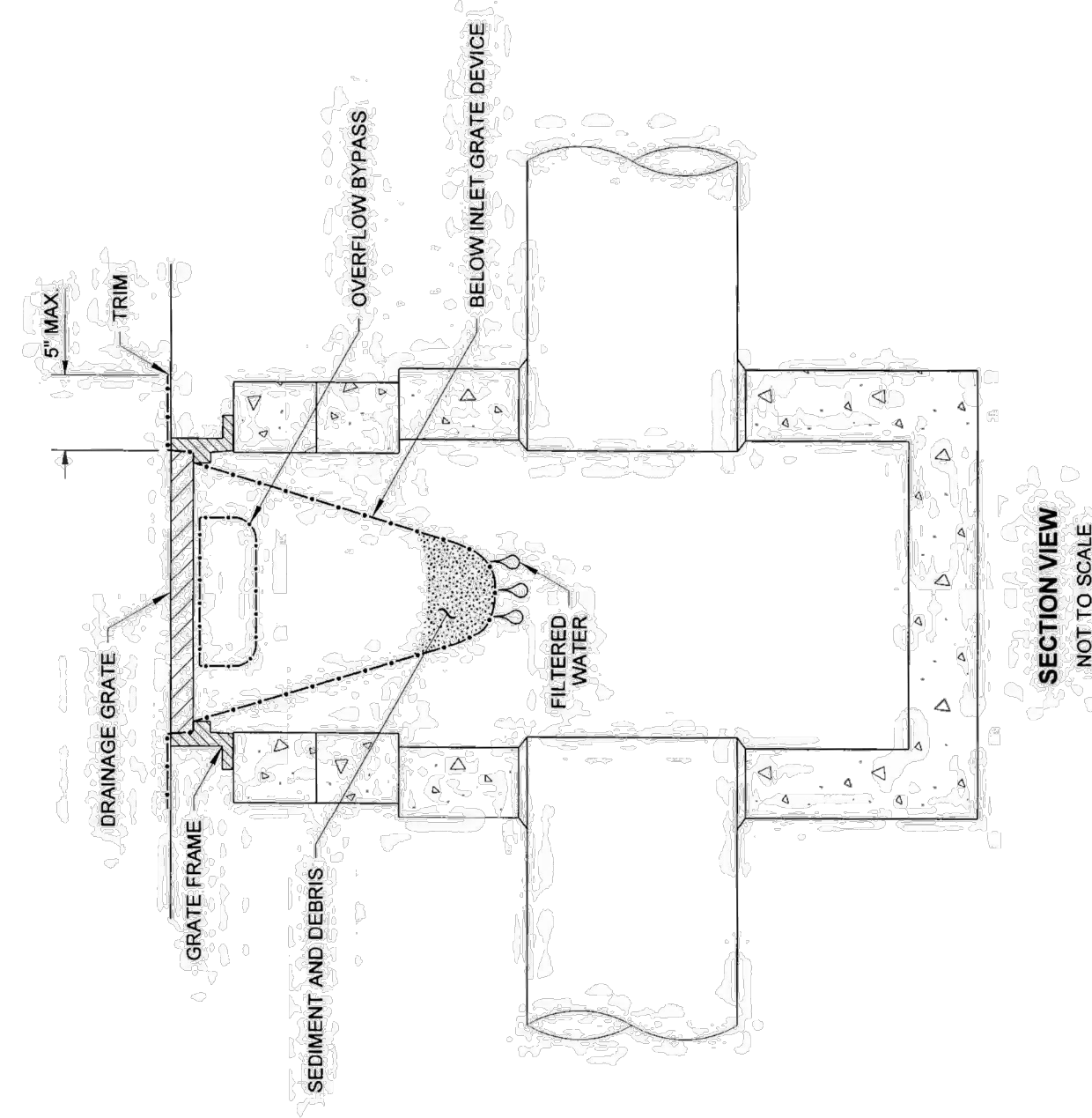
M:\Medina\22488.00 2022 Overlay\02 PLANSET\Civil\SURVEY CONTROL.dwg, 6/13/2022 5:20 PM, STEPHEN MOORE

M:\Medina\22488_00_2022_Overlay\02_PLANSET\W\IRD-SD DETAILS.dwg, 6/13/2022, 5:21 PM, STEPHEN MOORE

DRAWN BY: LISA OXFORD

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



**STORM DRAIN
INLET PROTECTION
STANDARD PLAN I-40.20-00**

SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
James B. Smith, Inc.
DATE: 7/20/22
Washington State Department of Transportation

**BURIED UTILITIES IN AREA
CALL BEFORE YOU DIG
1-811**
EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH

RIGHT-OF-WAY DISCLAIMER
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SHEET: **3**
OF: **12**
JOB NO.: 22488.00

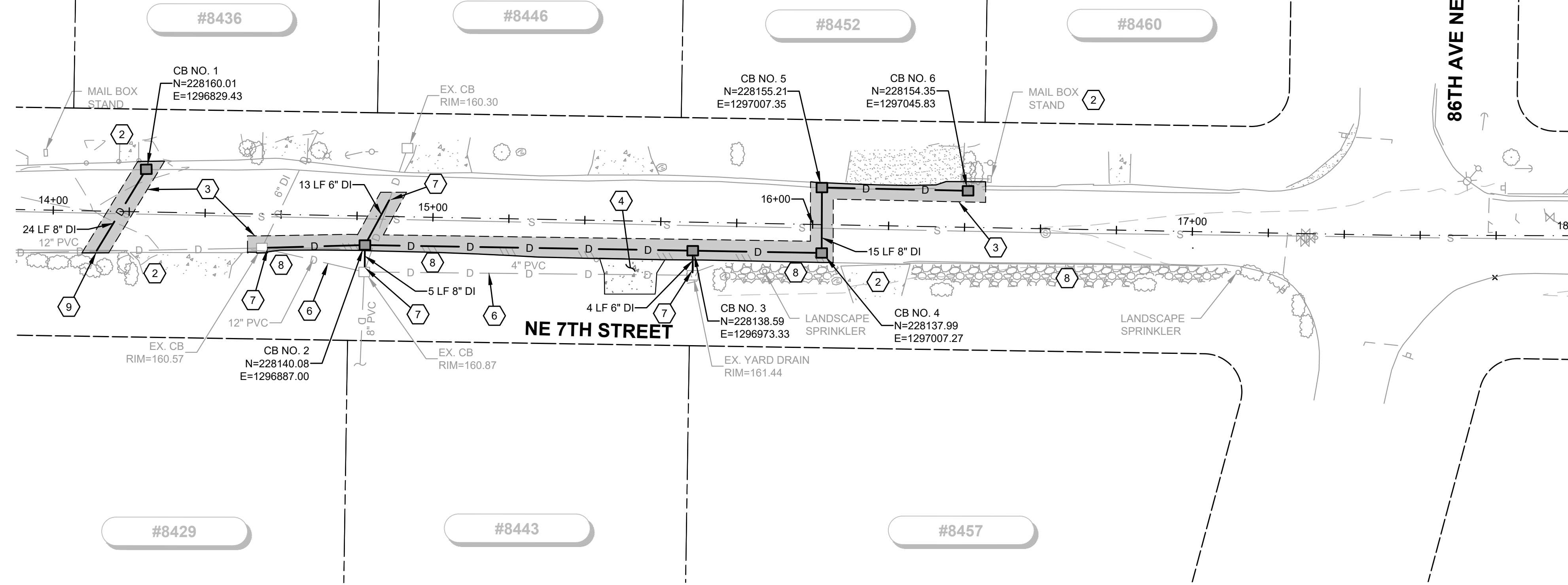
CITY OF MEDINA
KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
EROSION CONTROL DETAILS



No.	REVISION	DATE	APPD

Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, WA 98223 • (860) 464-5490

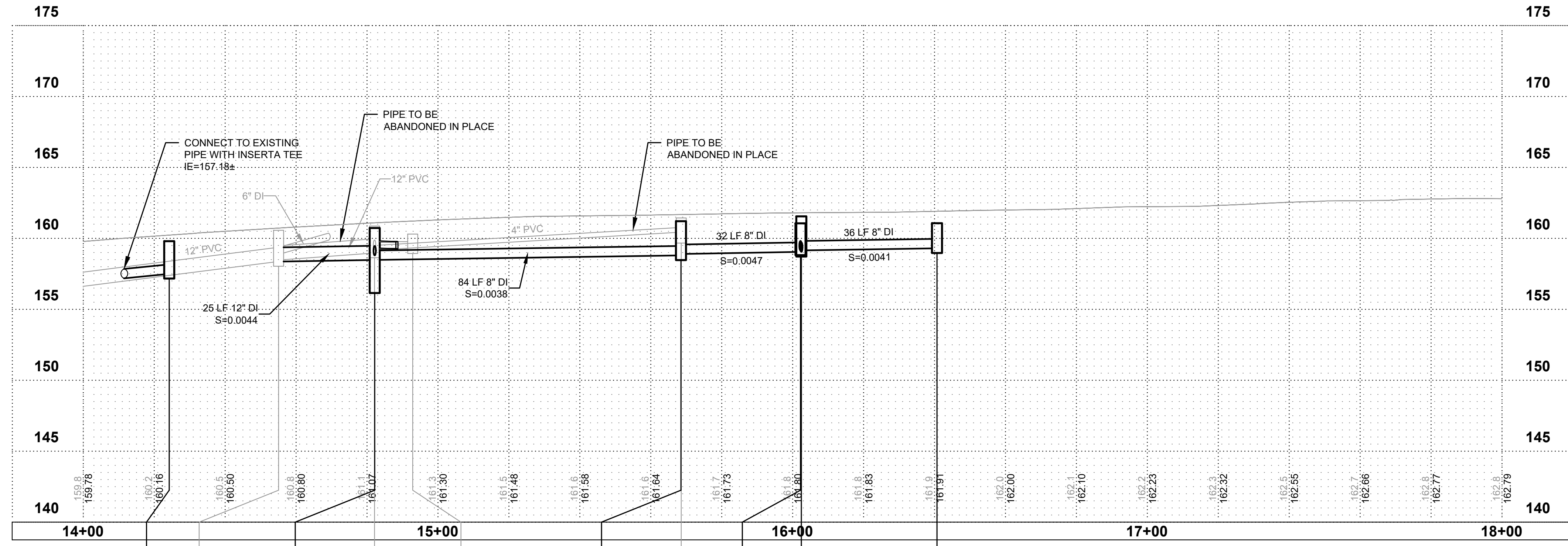
DATE: JUNE 2022	SCALE: NOTED
DRAWN: SEM	CHECKED: KWIB
APPROVED: RWIK	



SEE SHEET 5

CONSTRUCTION NOTES

1. CAUTION: POTENTIAL UTILITY CONFLICT. CALL UTILITY LOCATE TO HAVE UTILITIES MARKED ON THE GROUND. VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EFFECTED EXISTING UTILITIES. SEE ORDER OF WORK.
2. PROTECT EXISTING UTILITY POLE, PEDESTAL, MAIL BOX, DRIVEWAY, WALKWAY, LANDSCAPING, TREE, SIGN, IRRIGATION SYSTEM DURING CONSTRUCTION.
3. SAWCUT EXISTING PAVEMENT AND REMOVE ASPHALT AS REQUIRED FOR DRAINAGE INSTALLATION. INSTALL HMA TRENCH REPAIR PER DETAIL SHEET 7.
4. REMOVE AND WASTEHAUL EXISTING CONCRETE DRIVEWAY AT NEAREST CONSTRUCTION JOINT. REPLACE CONCRETE DRIVEWAY.
5. REMOVE AND WASTEHAUL EXISTING CATCH BASIN OR PIPE.
6. ABANDON EXISTING PIPE IN PLACE PER THE SPECIFICATIONS.
7. CONNECT NEW STORM PIPE TO EXISTING CATCH BASIN/PIPE.
8. RESTORE LANDSCAPED OR GRAVEL AREA DISTURBED DURING CONSTRUCTION.
9. CONNECT NEW PIPE TO EXISTING PIPE USING INSERTA TEE. POT HOLE EXISTING PIPE AT CONNECTION TO VERIFY INVERT ELEVATION.



CONC. INLET, CB NO. 1 RIM=159.80 IE=157.50 8" DI SW	CONC. INLET, CB NO. 2 RIM=160.73 IE=158.48 8" DI E IE=158.80 8" DI S IE=158.37 12" PVC W IE=159.27 6" DI E	CONC. INLET, CB NO. 3 RIM=161.21 IE=159.08 8" DI E IE=160.20 6" DI S IE=159.00 6" DI W	CONC. INLET, CB NO. 4 RIM=161.55 IE=159.15 8" DI S IE=159.05 8" DI W IE=159.05 8" DI N	CONC. INLET, CB NO. 5 RIM=161.73 IE=159.15 8" DI S IE=159.15 8" DI E	CONC. INLET, CB NO. 6 RIM=161.91 IE=159.30 8" DI W
EX. CB TYPE 1 RIM=160.57	EX. CB TYPE 1 RIM=160.79	EX. YARD DRAIN RIM=161.44			
PLUG IE=158.87 6" DI NE IE=158.37 12" PVC W IE=159.27 6" DI E	PLUG REMOVE IE=159.22 8" PVC S IE=159.09 6" DI N	PLUG IE=160.44 4" PVC W			
EX. CB RIM=160.57 IE=159.27 6" DI E	EX. CB RIM=160.87 IE=159.27 6" DI S				

BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811
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DATE: JUNE 2022	SCALE: NOTED	SEW	DATE: APPD
DRAWN: SEM	CHECKED: KWB	REVISION	
APPROVED: RWK		No.	

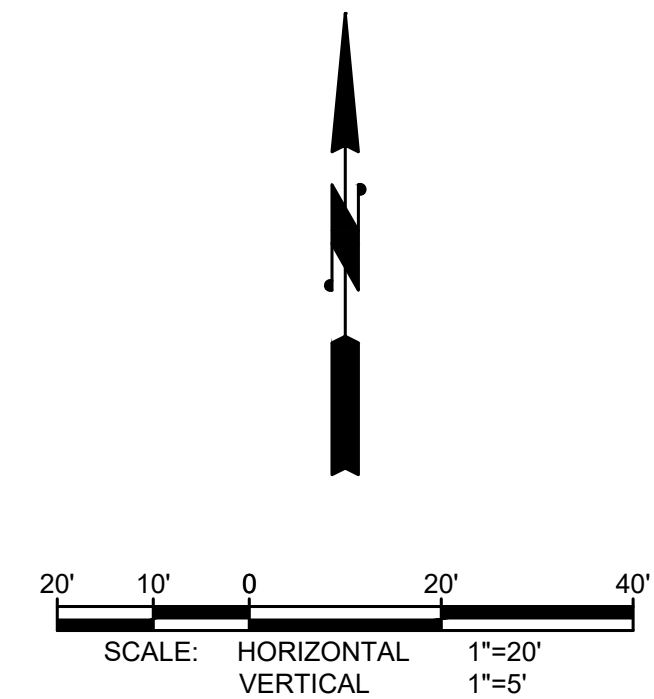
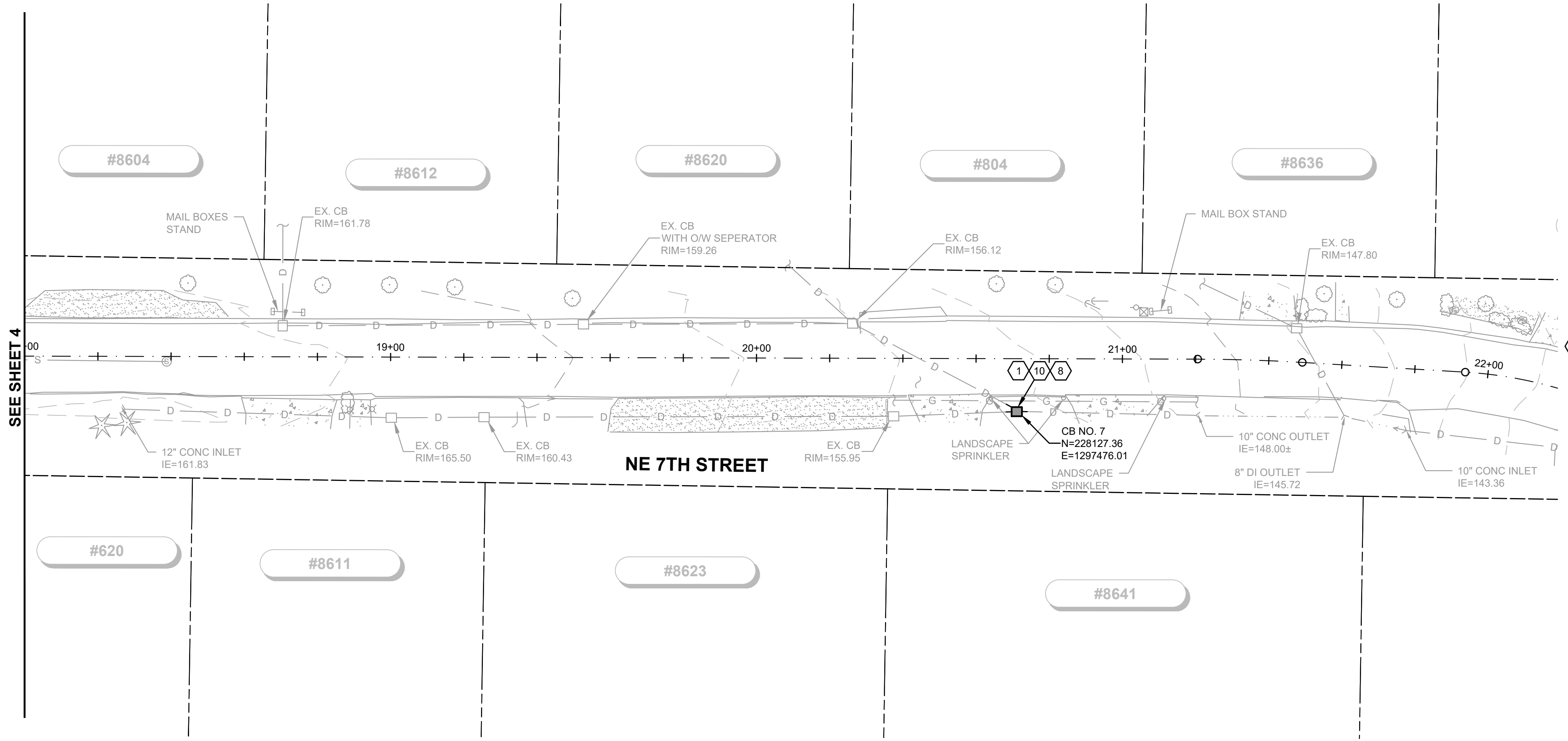
	DATE	APPD
	REVISION	
	No.	



CITY OF MEDINA
KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
STORM PLAN & PROFILE

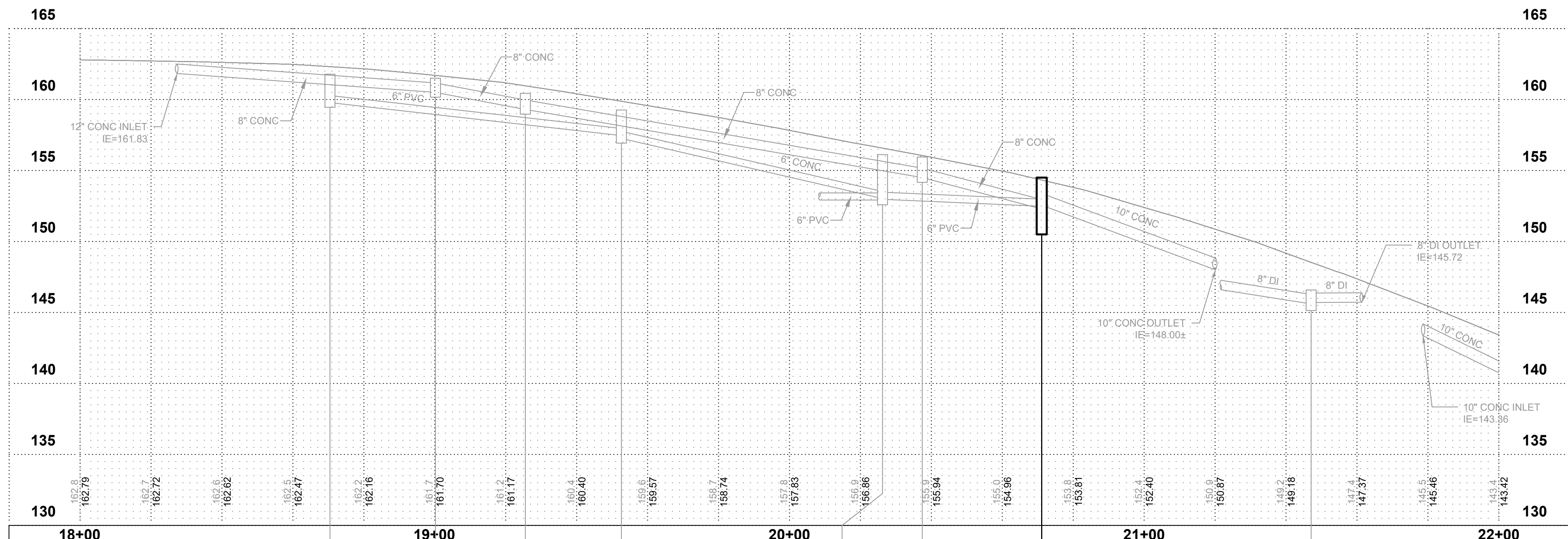
SHEET: 4
OF: 12
JOB NO.: 22488.00

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CONSTRUCTION NOTES

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6. ABANDON EXISTING PIPE IN PLACE PER THE SPECIFICATIONS.
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8. RESTORE LANDSCAPED OR GRAVEL AREA DISTURBED DURING CONSTRUCTION.
9. CONNECT NEW PIPE TO EXISTING PIPE USING INSERTA TEE.
10. EXCAVATE TO EXPOSE STORM JUNCTION. INSTALL TYPE I CATCH BASIN AND CONNECT ALL PIPES. INSTALL SOLID LOCKING LID.



<p>EX. CB TYPE 1 RIM=161.78 IE=160.98 2\"/> </p>	<p>EX. CB TYPE 1 RIM=161.50 IE=160.50 8\"/> </p>	<p>EX. CB TYPE 1 RIM=160.43 IE=159.30 8\"/> </p>	<p>EX. CB TYPE 1 RIM=159.26 IE=157.46 6\"/> </p>	<p>EX. CB TYPE 1 RIM=156.12 IE=153.02 6\"/> </p>	<p>EX. CB TYPE 1 RIM=155.96 IE=154.50 8\"/> </p>	<p>EX. CB TYPE 1 RIM=154.96 IE=152.44 12\"/> </p>	<p>EX. CB TYPE 1 RIM=146.58 IE=145.60 8\"/> </p>
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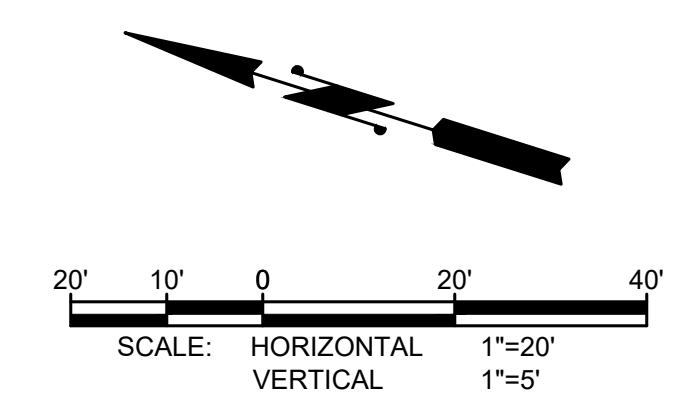
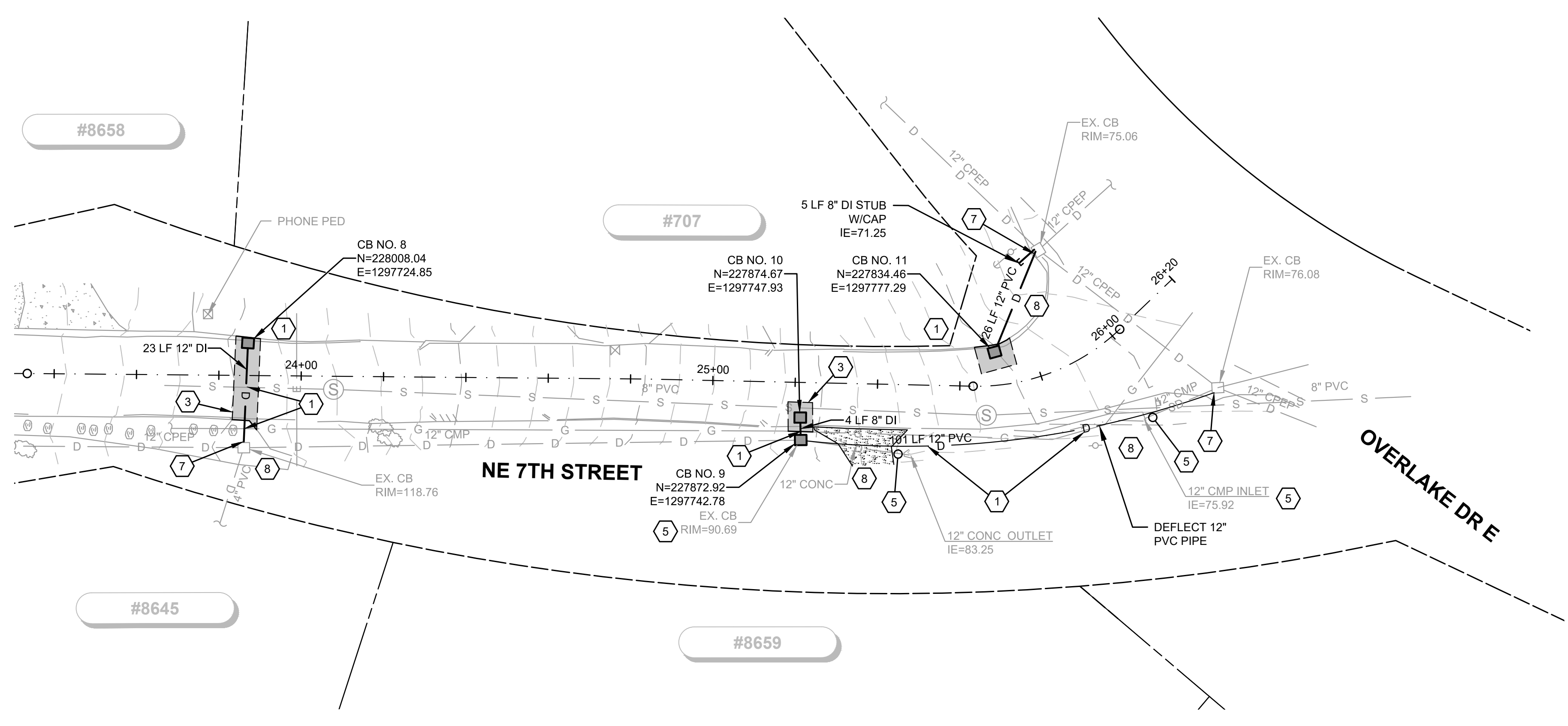
RIGHT-OF-WAY DISCLAIMER
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DATE: JUNE 2022	SCALE: NOTED	DRAWN: SEM	CHECKED: KWB	APPROVED: RWK



CITY OF MEDINA
KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
STORM PLAN & PROFILE

SHEET: 5
OF: 12
JOB NO.: 22488.00

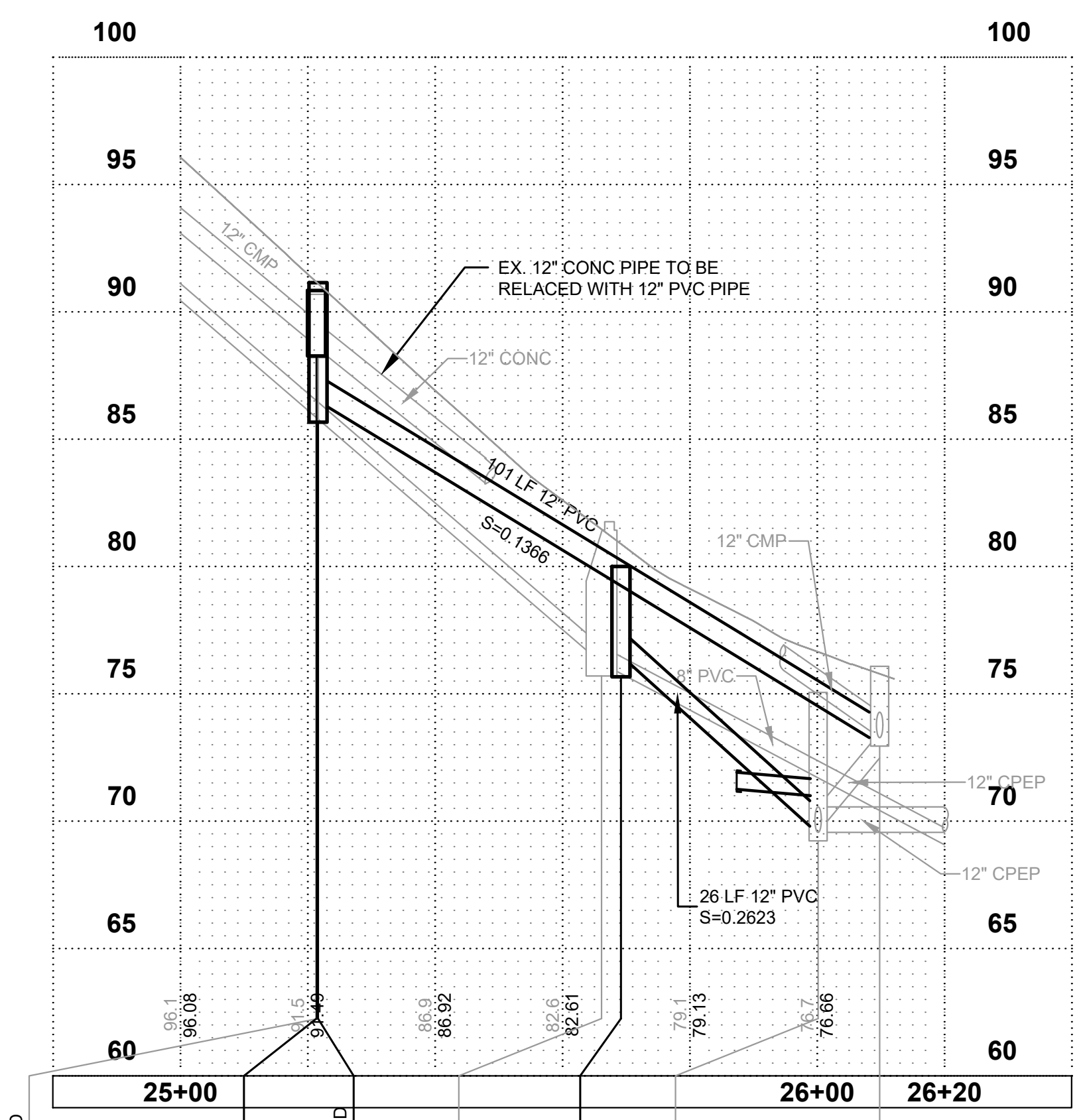
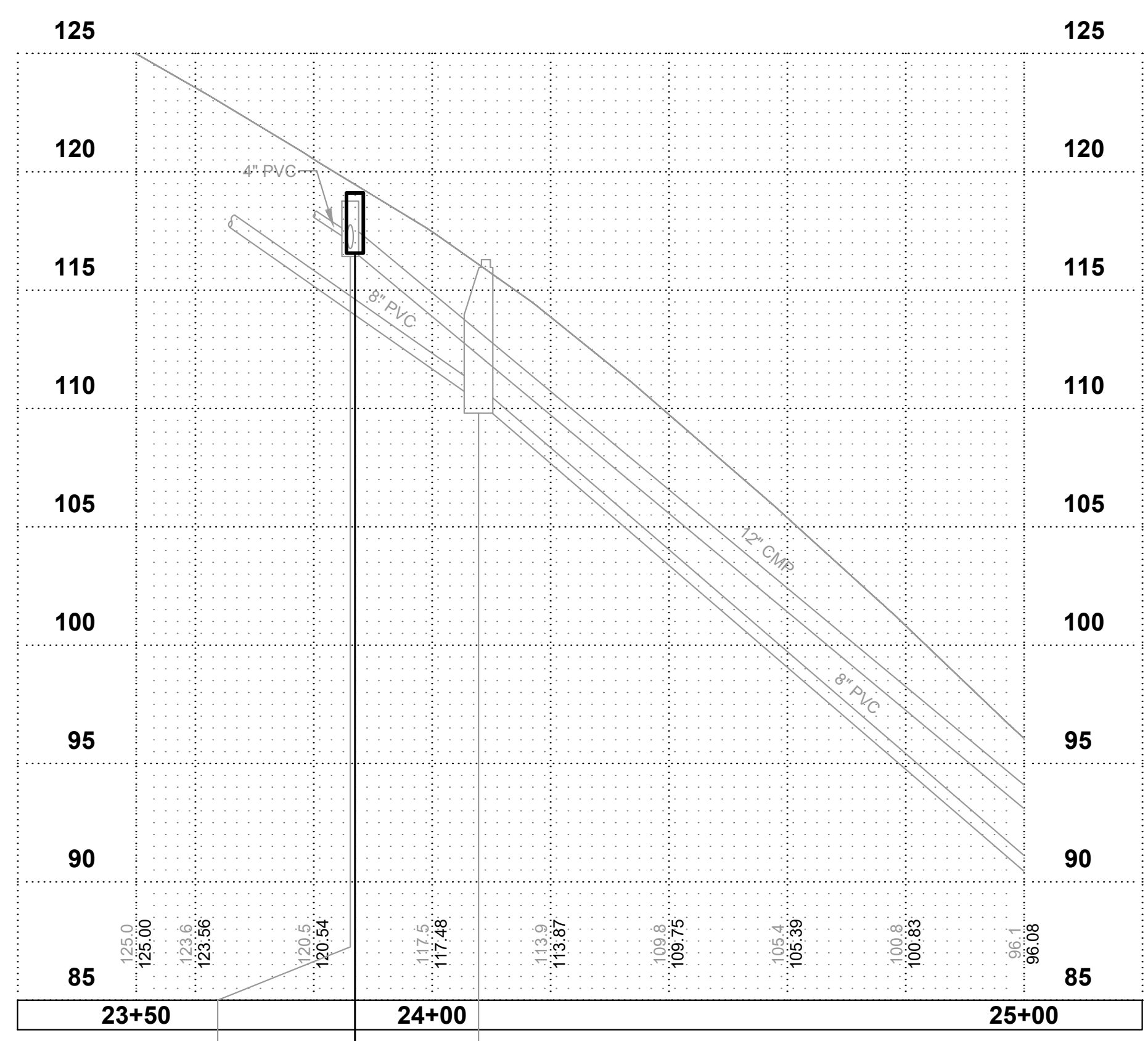


CONSTRUCTION NOTES

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DATE:	JUNE 2022
SCALE:	NOTED
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CHECKED:	KWB
APPROVED:	RWK

No.	REVISION	DATE	APPD



EX. CB TYPE 1
RIM=118.76
IE=116.76 12" CPEP N
IE=116.76 12" CMP S
IE=117.06 4" PVC W
IE=116.76 12" DI E

CONC. INLET, CB NO. 8
RIM=119.11
IE=116.90 12" DI W

EX. 48" Ø
RIM=118.76
IE=116.76 12" PVC N
IE=110.30 8" PVC S

EX. CB TYPE 1 TO BE REPLACED
RIM=90.89
IE=88.59 12" CMP N
IE=88.59 12" CONCS

TO BE REMOVED

CONC. INLET, CB NO. 10
RIM=90.89
IE=88.50 8" DI W

CB TYPE 1, CB NO. 9 W/SOLID LID
RIM=81.76
IE=80.8" DI E
IE=86.50 12" PVC S
IE=88.59 12" CMP N
EX. 48" Ø
RIM=81.76
IE=76.20 8" PVC N
IE=76.20 8" PVC S

CB TYPE 1, CB NO. 11
RIM=80.00
IE=76.50 12" PVC E

EX. CB TYPE 1
RIM=75.06
IE=69.56 12" CPEP SE
IE=69.56 12" CPEP S
IE=69.56 12" CPEP W
IE=69.56 12" PVC W
IE=71.00 8" DI NW W/CAP

EX. CB TYPE 1
RIM=76.08
IE=73.28 12" CPEP S
IE=72.48 12" CPEP N
IE=73.28 12" CMP NW

TO BE REMOVED

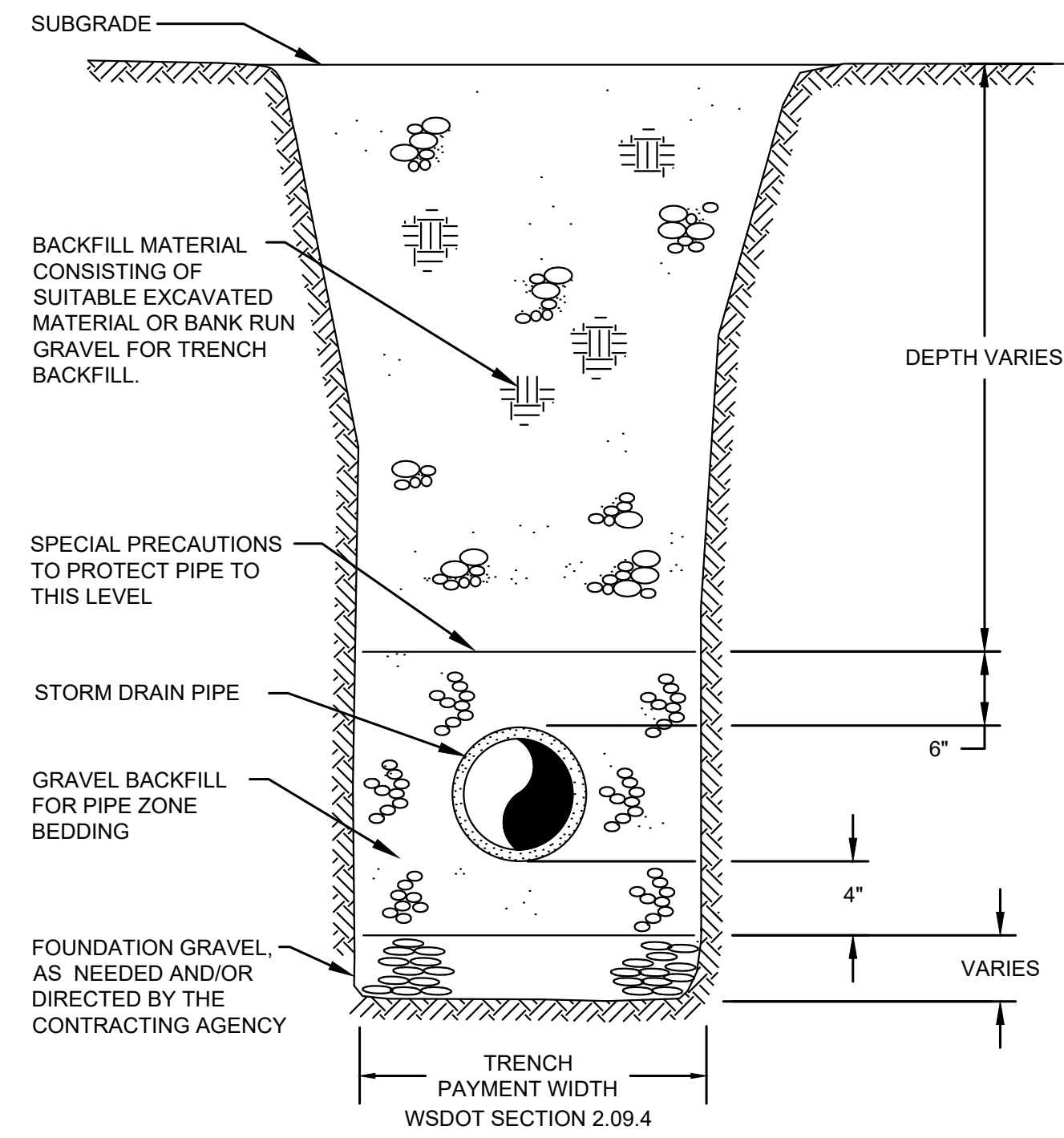
BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811
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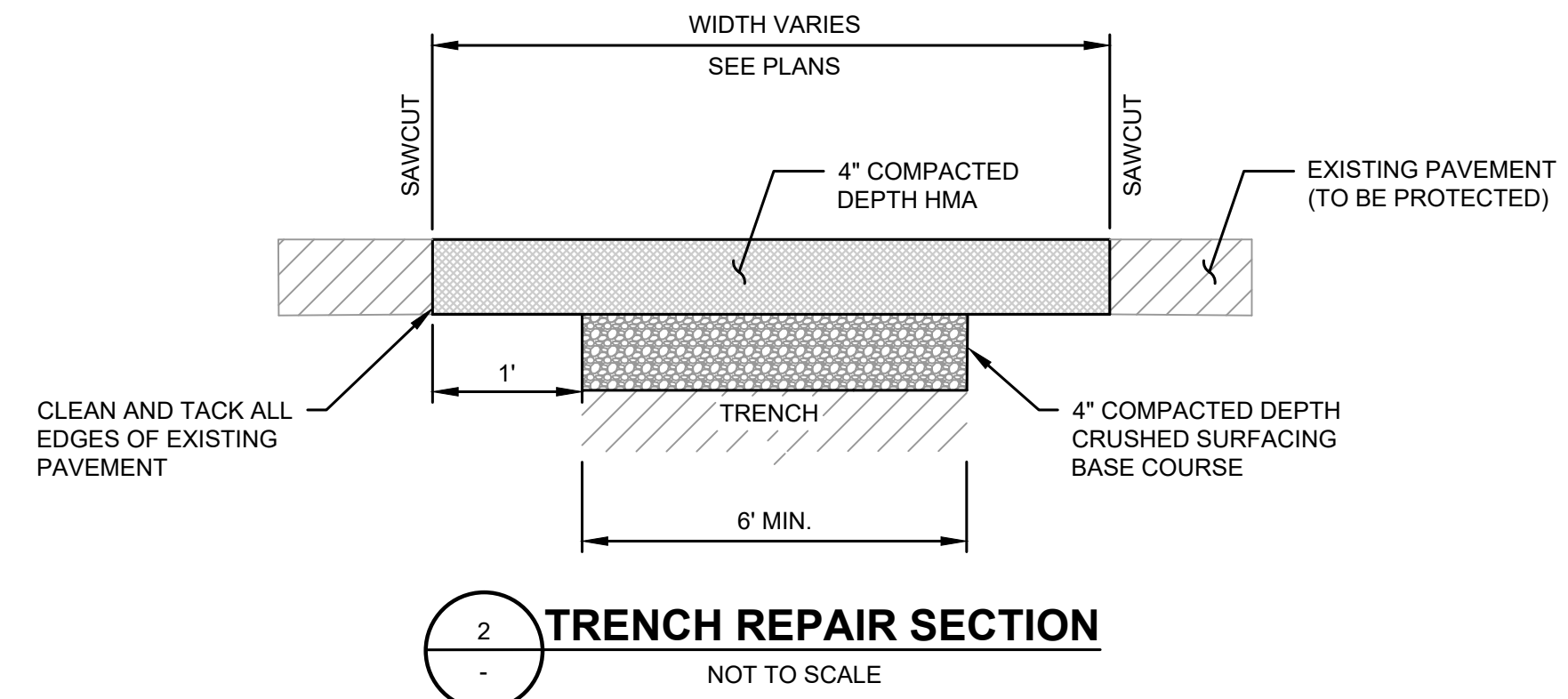


CITY OF MEDINA
WASHINGTON
KING COUNTY
NE 7TH STREET IMPROVEMENTS
STORM PLAN & PROFILE

SHEET: **6**
OF: **12**
JOB NO.: 22488.00



1
-
STORM DRAIN PIPE TRENCH SECTION
SCALE: NTS



2
-
TRENCH REPAIR SECTION
NOT TO SCALE

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ARLINGTON, WA 98223 • (800) 464-6490

DATE:	JUNE 2022
SCALE:	NOTED
DRAWN:	SEM
CHECKED:	KWB
APPROVED:	RWK

REVISION	DATE	APPD

6/14/2022

CITY OF MEDINA
KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
STORM DETAILS

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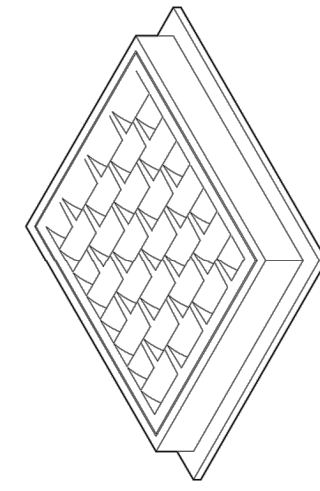
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SHEET:	7
OF:	12
JOB NO.:	22488.00

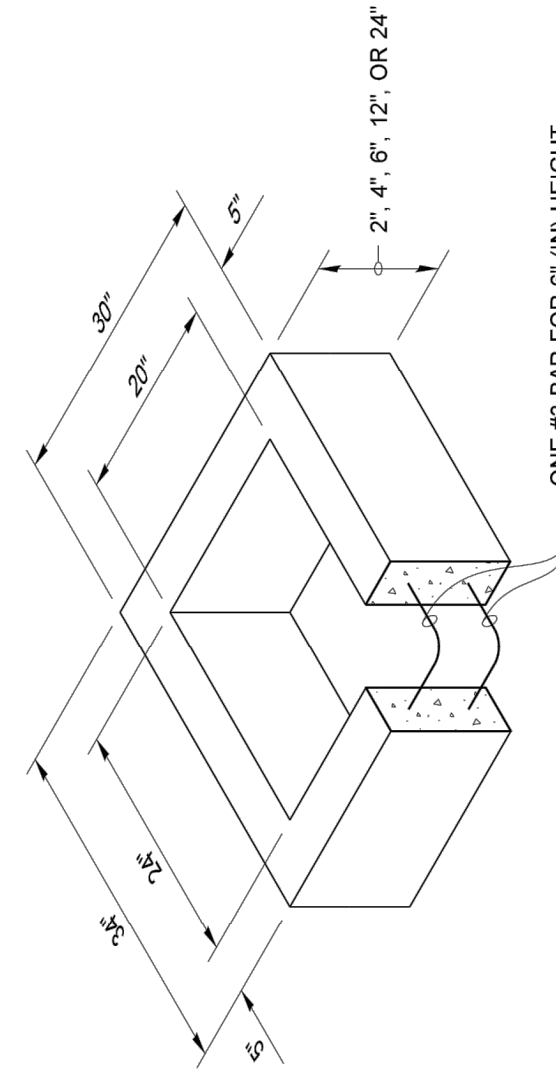
M:\Medina\22488.00 2022 Overlay\02 PLANSET\Civil\RD-SD DETAILS.dwg, 6/13/2022 5:22 PM, STEPHEN MOORE

PIPE ALLOWANCES	
PIPE MATERIAL	MAXIMUM DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	12"
ALL METAL PIPE	15"
CFSPP * (STD. SPEC. SECT. 9-05.20)	12"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	15"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	15"

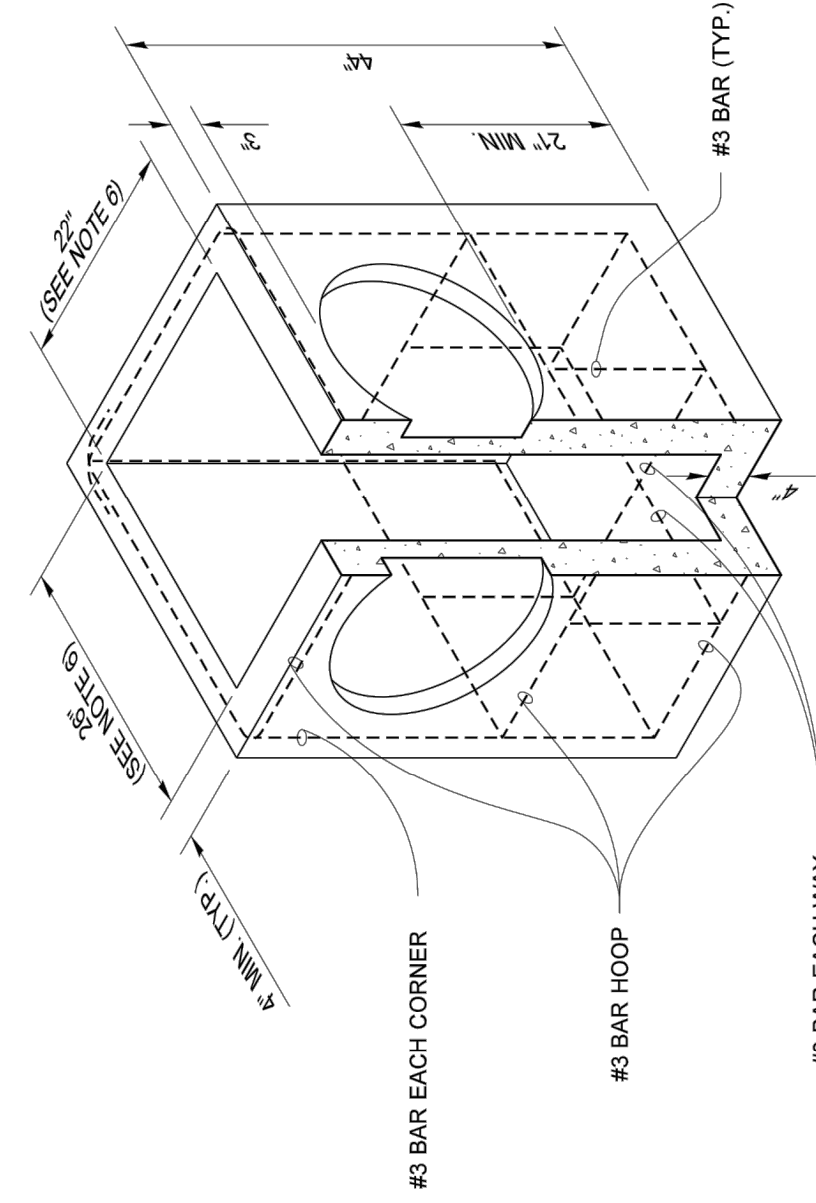
* CORRUGATED POLYETHYLENE STORM SEWER PIPE



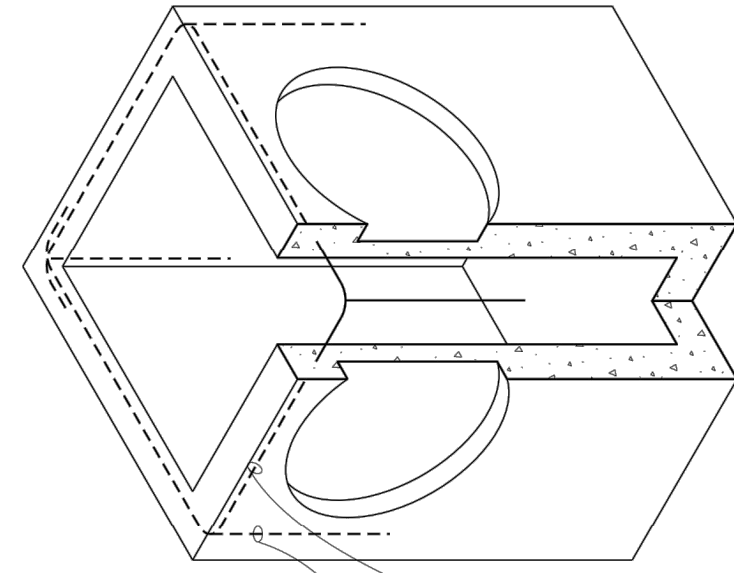
FRAME AND VANED GRATE



RECTANGULAR ADJUSTMENT SECTION



PRECAST BASE SECTION



ALTERNATIVE PRECAST BASE SECTION (SEE NOTE 1)

NOTES

- As acceptable alternatives to the rebar shown in the **PRECAST BASE SECTION**, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the **ALTERNATIVE PRECAST BASE SECTION**. Wire mesh shall not be placed in the knockouts.
- The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with **Standard Specification Section 9-04.3**.
- The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).
- The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.
- The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1 : 24 or steeper.
- The opening shall be measured at the top of the **Precast Base Section**.
- All pickup holes shall be grouted full after the basin has been placed.
- Install rectangular adjustment sections, 4" min., 12" max.

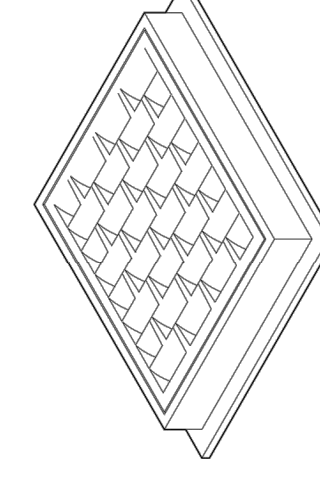
CATCH BASIN TYPE 1
STANDARD PLAN B-5.20-02

SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
DATE: 06/13/2022 11:45:08 AM
STATE DESIGN ENGINEER
WASHINGTON STATE Department of Transportation

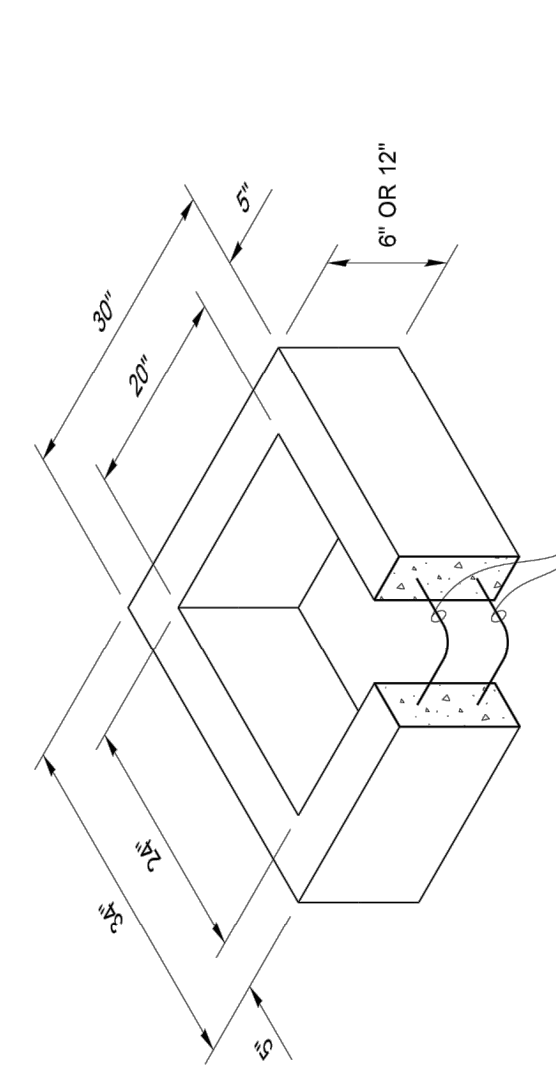
MODIFIED

PIPE ALLOWANCES	
PIPE MATERIAL	MAXIMUM DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	12"
ALL METAL PIPE	15"
CFSPP * (STD. SPEC. SECT. 9-05.20)	12"
POLYPROPYLENE (STD. SPEC. SECT. 9-05.24)	12"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	15"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	15"

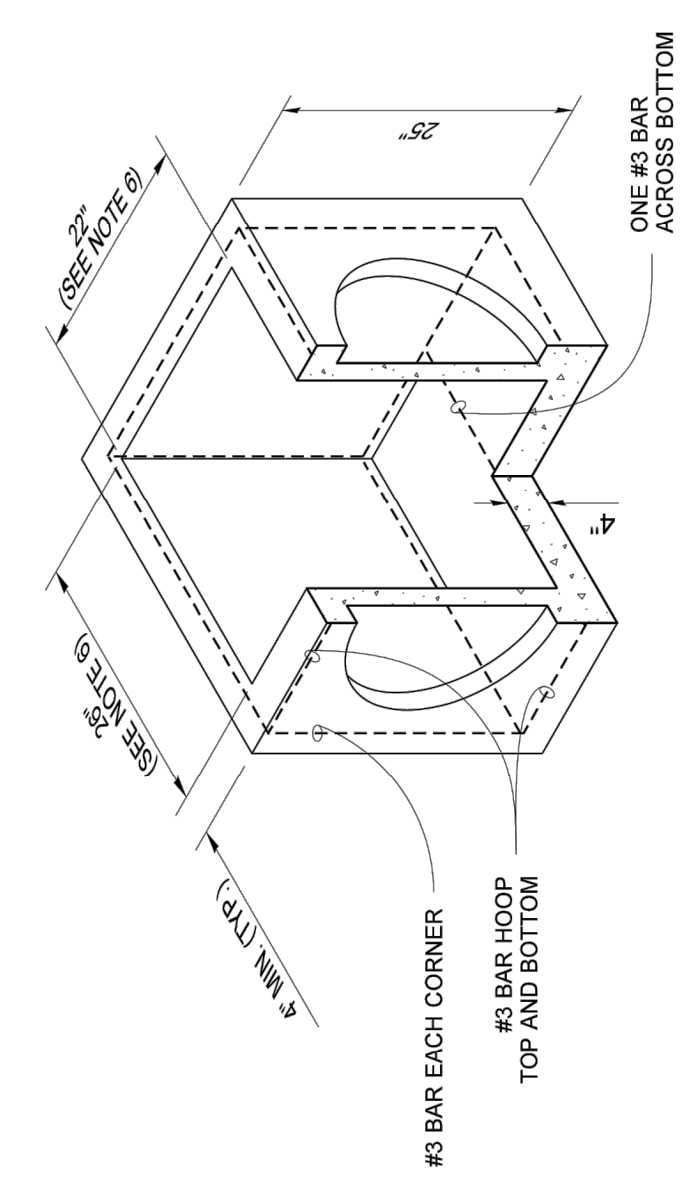
* CORRUGATED POLYETHYLENE STORM SEWER PIPE



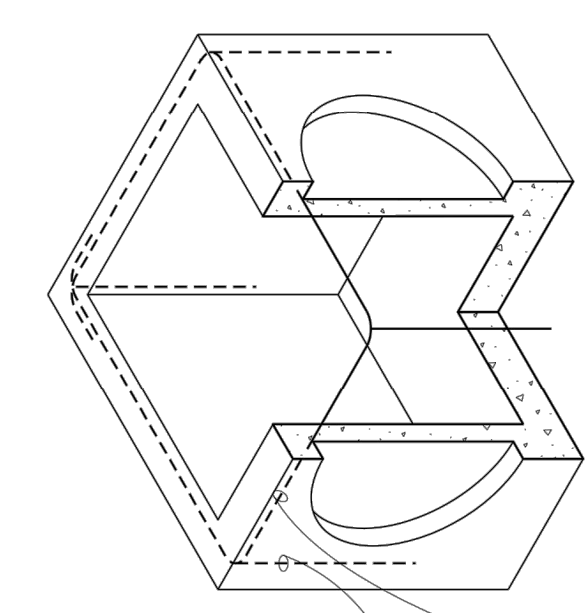
FRAME AND VANED GRATE



RECTANGULAR ADJUSTMENT SECTION



PRECAST BASE SECTION



ALTERNATIVE PRECAST BASE SECTION (SEE NOTE 1)

NOTES

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- The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1 : 24 or steeper.
- The opening shall be measured at the top of the precast base section.
- All pickup holes shall be grouted full after the inlet has been placed.
- Install rectangular adjustment sections, 4" min., 12" max.

CONCRETE INLET
STANDARD PLAN B-25.60-02

SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
DATE: 06/13/2022 11:45:08 AM
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WASHINGTON STATE Department of Transportation

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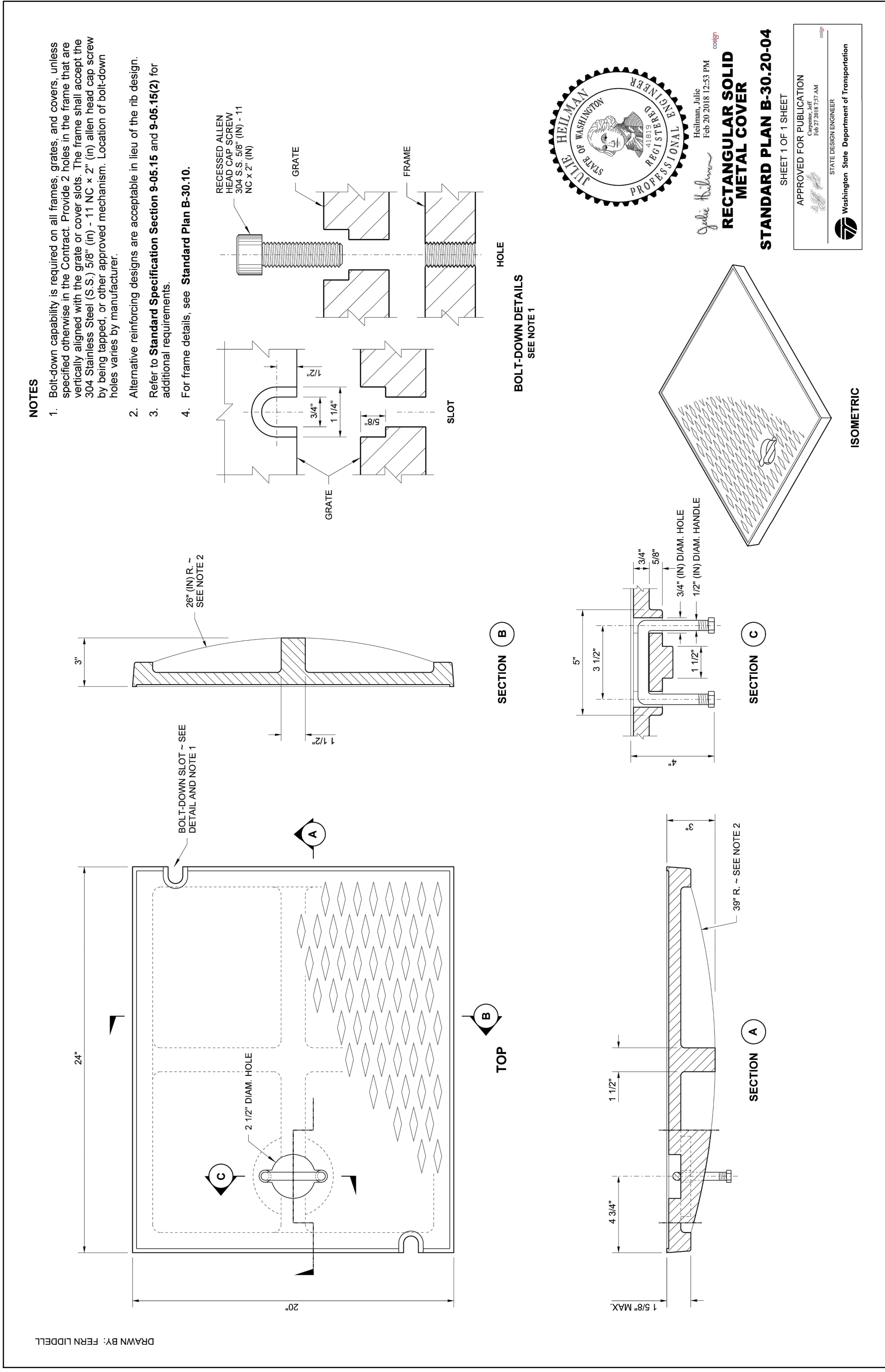
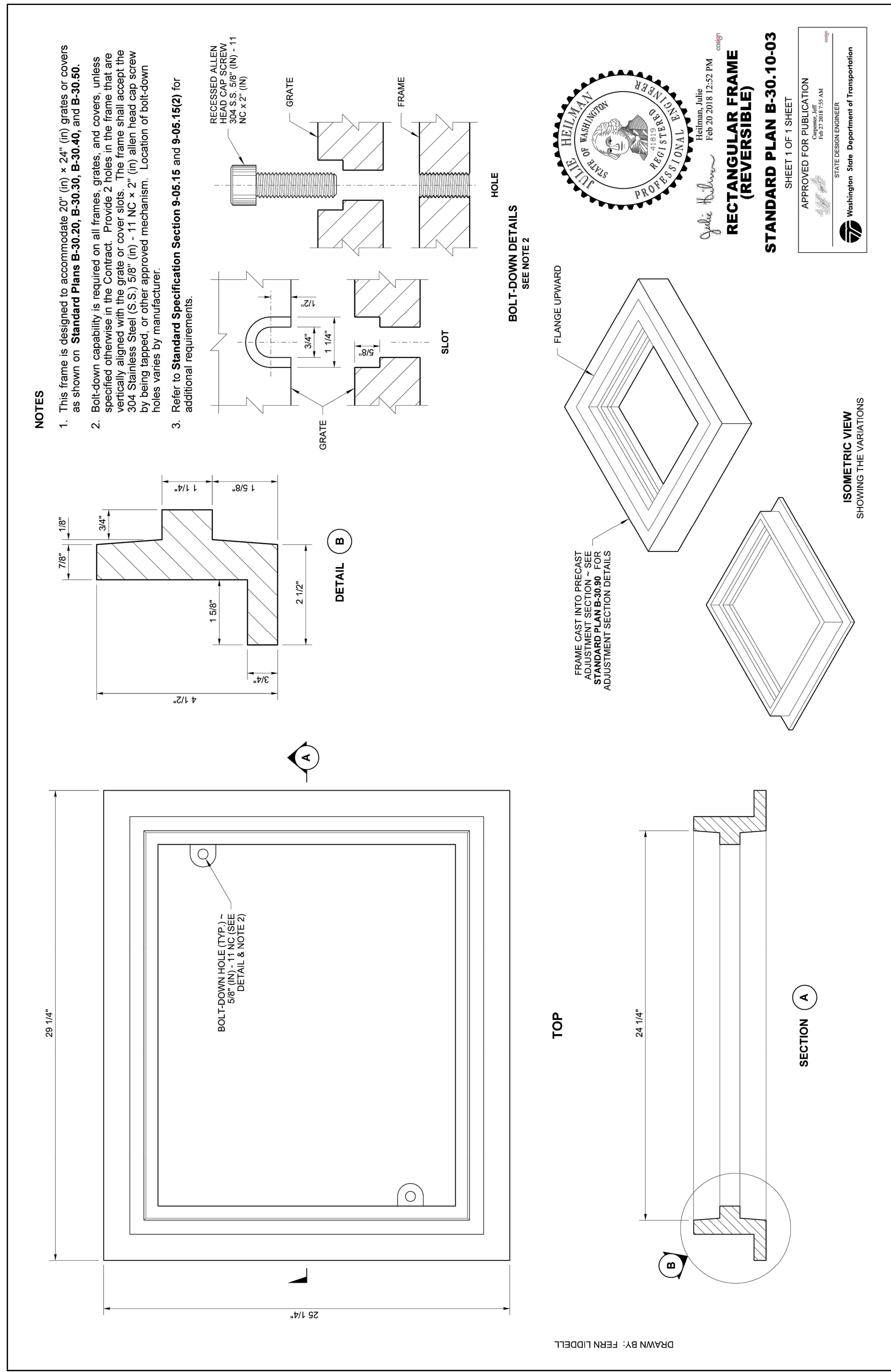
SHEET:	8
OF:	12
JOB NO.:	22488.00

CITY OF MEDINA
KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
STORM DETAILS

PROFESSIONAL ENGINEER
KEVIN W. BRON
WASHINGTON STATE
35388
REGISTERED PROFESSIONAL
6/14/2022

DATE:	JUNE 2022
SCALE:	NOTED
DRAWN:	SEM
CHECKED:	KWB
APPROVED:	RWK
No.	REVISION
	DATE
	APPD

Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, WA 98223 • (860) 454-5490



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SHEET: **9**
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JOB NO.: 22488.00

CITY OF MEDINA
KING COUNTY WASHINGTON
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STORM DETAILS

PROFESSIONAL ENGINEER
LEVIN W. BROWN
STATE OF WASHINGTON
REG. NO. 3888
EXPIRES 12/31/2025

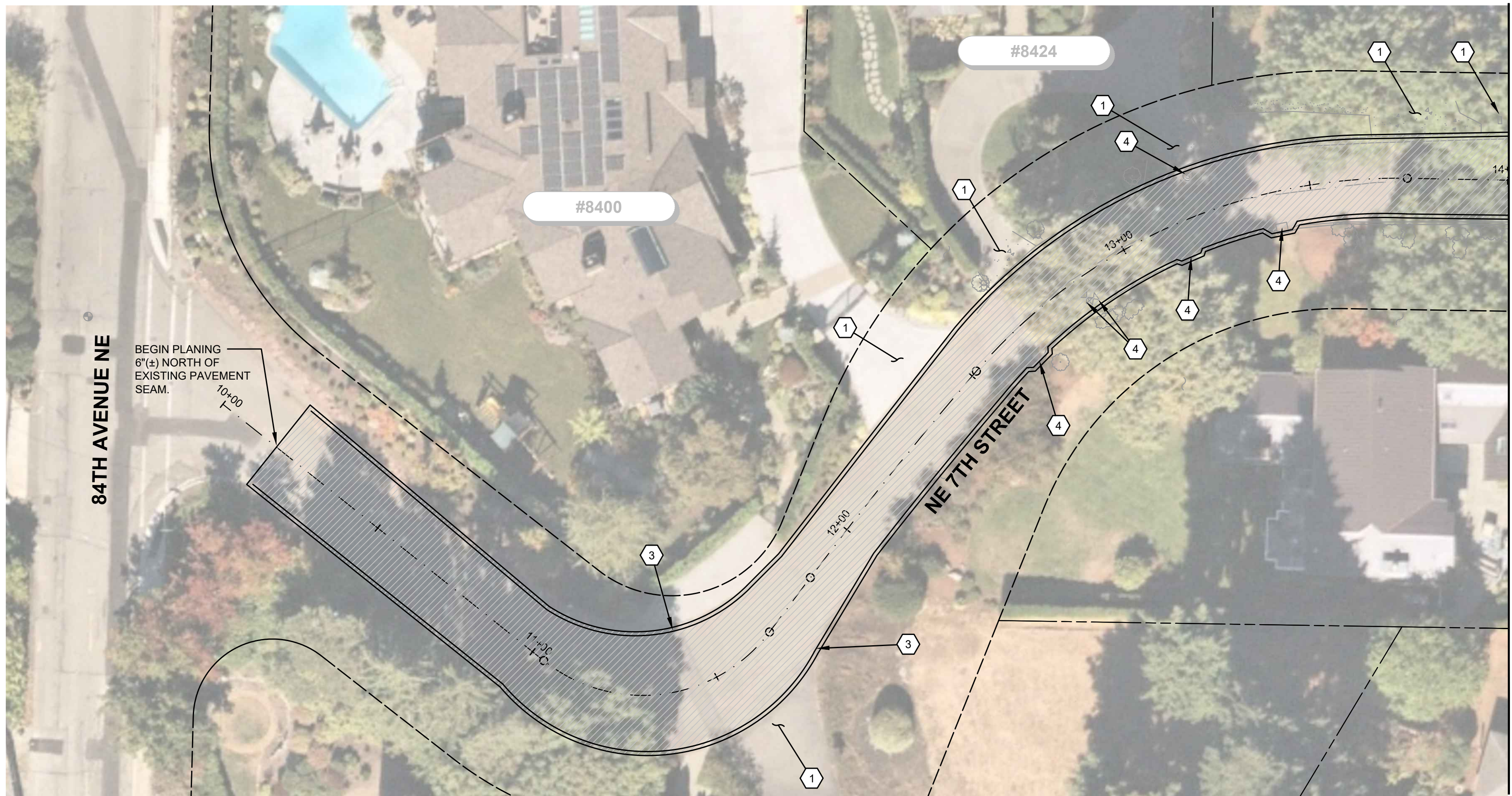
PROFESSIONAL ENGINEER
KUTY ARVINDA
STATE OF WASHINGTON
REG. NO. 5888
EXPIRES 12/31/2025

6/14/2022

No.	REVISION	DATE	APPD

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ARLINGTON, WA 98223 • (860) 464-5490

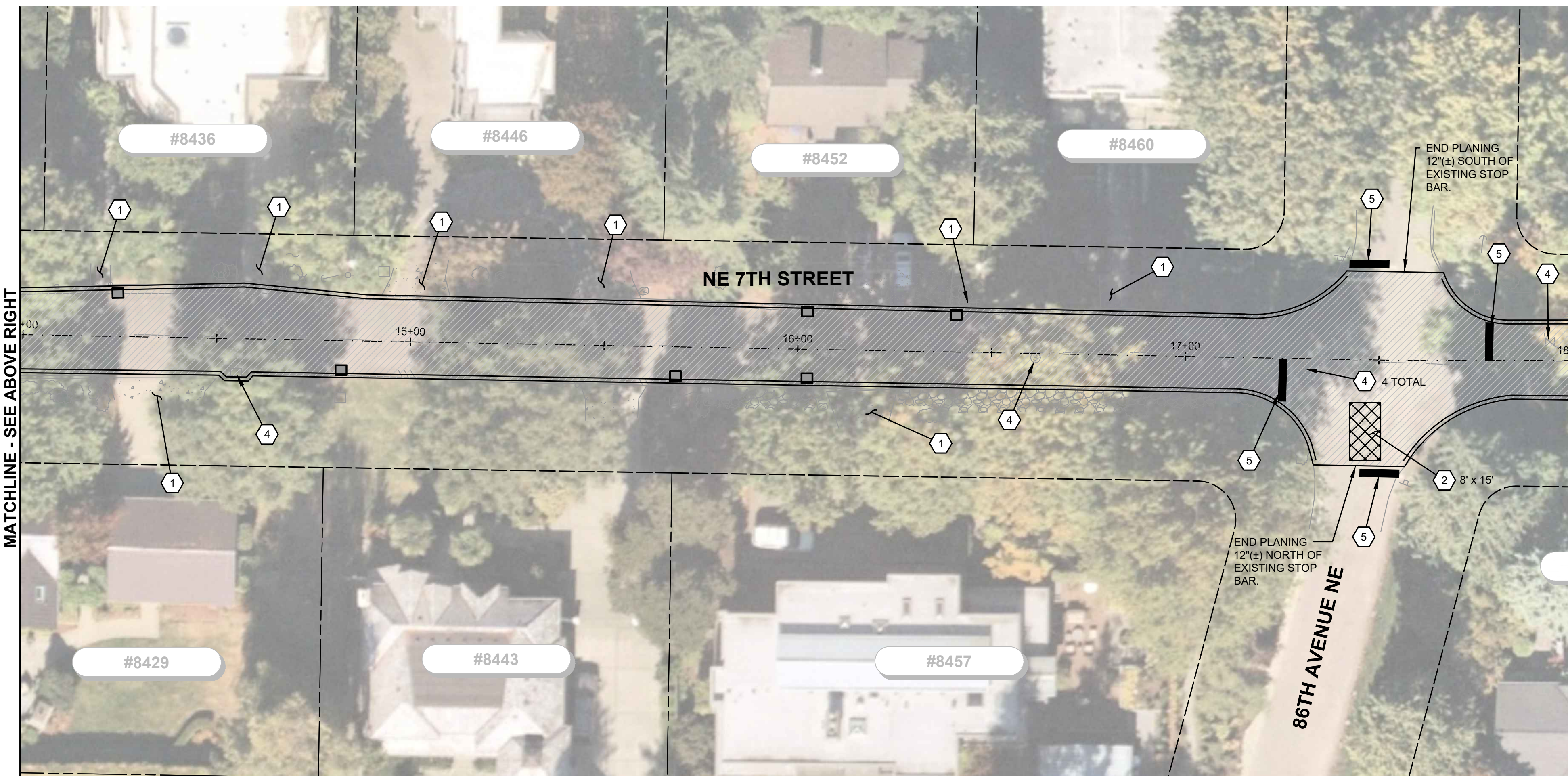
DATE: JUNE 2022
SCALE: NOTED
DRAWN: SEM
CHECKED: KWB
APPROVED: RVK



MATCHLINE - SEE BELOW LEFT

NOTES

1. PROTECT EXISTING MAILBOX, PATHWAY, DRIVEWAY (SURFACE TYPE VARIES), AND LANDSCAPING DURING CONSTRUCTION.
2. REPAIR EXISTING PAVEMENT SURFACE, SEE DETAIL SHEET 12.
3. RESET EXISTING FRAME AND GRATE TO MATCH THE ROADWAY GRADE, SEE SHEET 12.
4. PROTECT EXISTING SEWER MANHOLE, CATCH BASIN AND WATER VALVE BOX DURING CONSTRUCTION.
5. INSTALL 12" WIDE PLASTIC STOP LINE.



MATCHLINE - SEE ABOVE RIGHT

MATCHLINE - SEE SHEET 10

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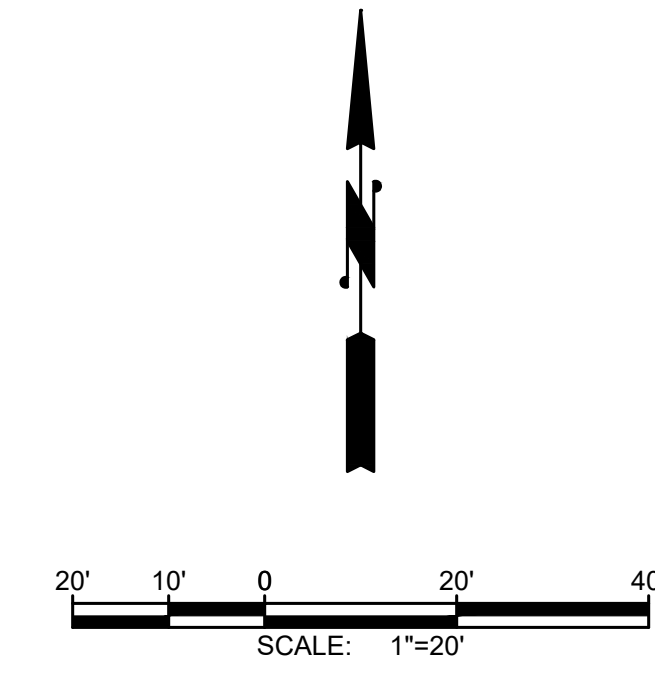
DATE:	JUNE 2022
SCALE:	NOTED
DRAWN:	SEM
CHECKED:	KWB
APPROVED:	RWK

No.	REVISION	DATE	APPD



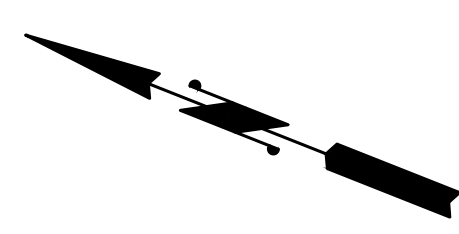
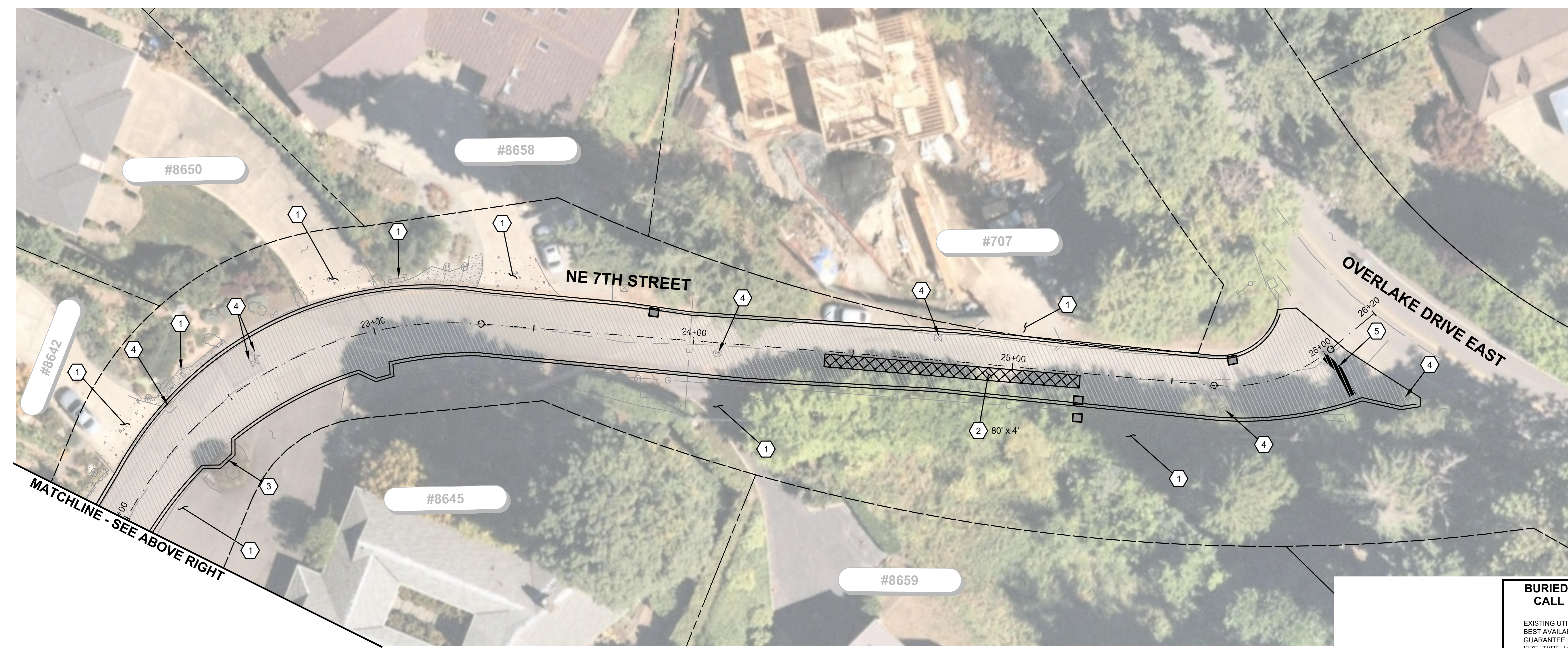
CITY OF MEDINA
 KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
 PAVING PLAN

SHEET:	10
OF:	12
JOB NO.:	22488.00



NOTES

1. PROTECT EXISTING MAILBOX, PATHWAY, DRIVEWAY (SURFACE TYPE VARIES), AND LANDSCAPING DURING CONSTRUCTION.
2. REPAIR EXISTING PAVEMENT SURFACE, SEE DETAIL SHEET 12.
3. RESET EXISTING FRAME AND GRATE TO MATCH THE ROADWAY GRADE, SEE SHEET 12.
4. PROTECT EXISTING SEWER MANHOLE, CATCH BASIN AND WATER VALVE BOX DURING CONSTRUCTION.
5. INSTALL 12" WIDE PLASTIC STOP LINE.



BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811
 EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH

RIGHT-OF-WAY DISCLAIMER
 THE RIGHT-OF-WAY AND/OR PROPERTY LINES SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION, NOT ON A SURVEYED LOCATION AND ARE ONLY APPROXIMATE.



DATE:	JUNE 2022
SCALE:	NOTED
DRAWN:	SEM
CHECKED:	KWB
APPROVED:	RWK

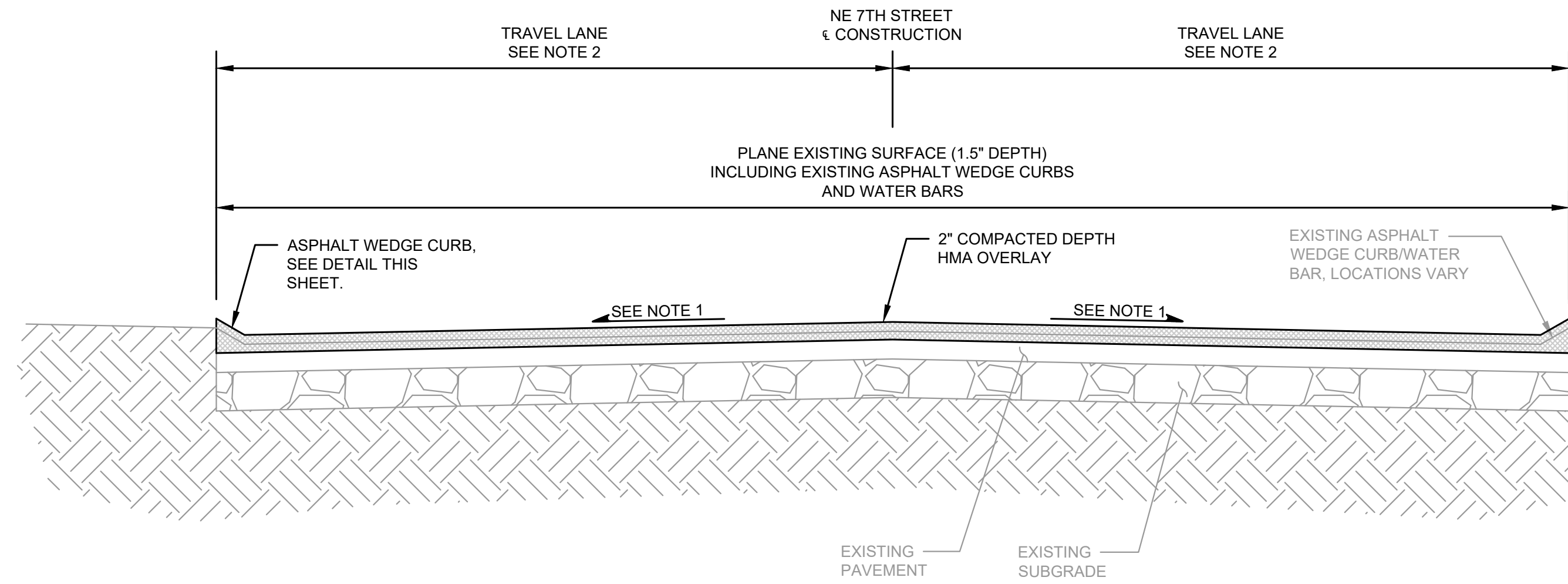
No.	REVISION	DATE	APPD



CITY OF MEDINA
 KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
 PAVING PLAN

SHEET:	11
OF:	12
JOB NO.:	22488.00

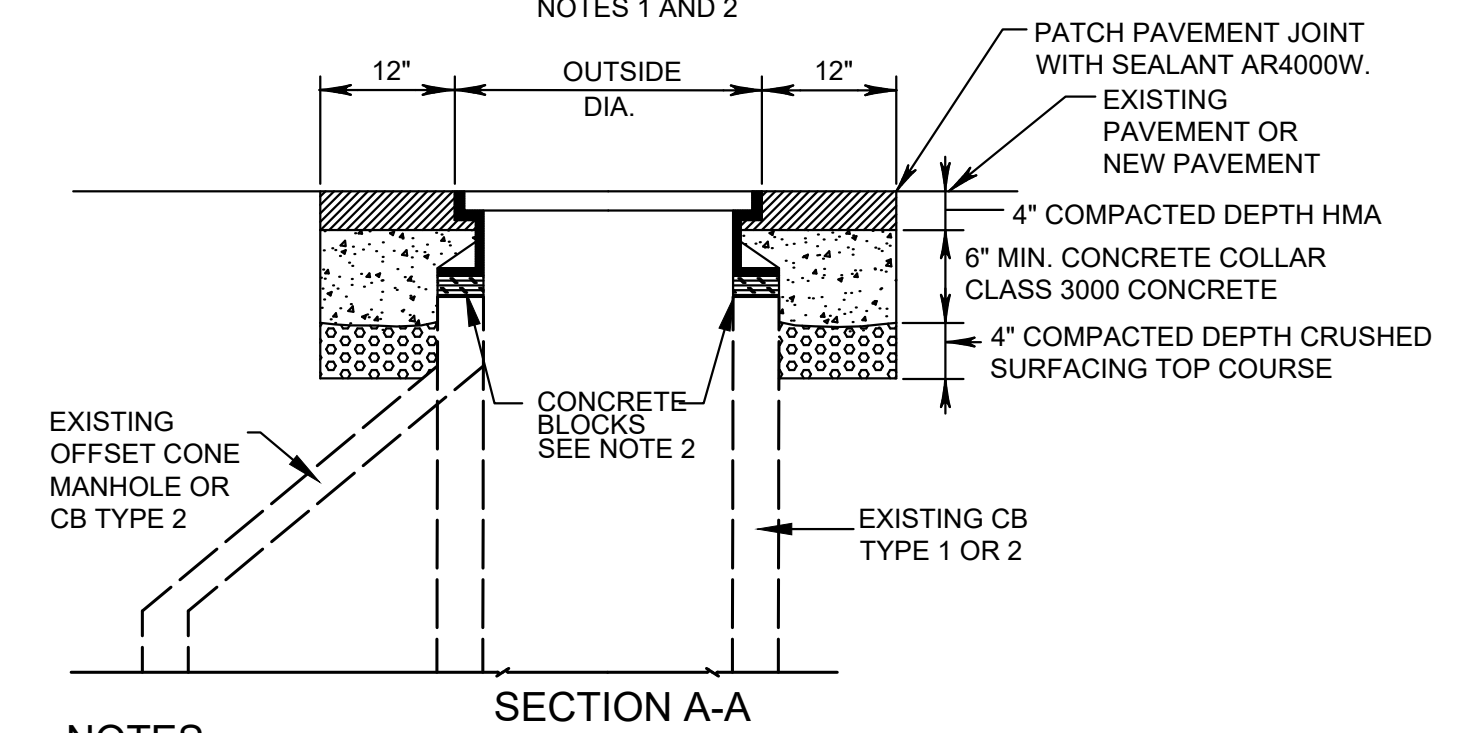
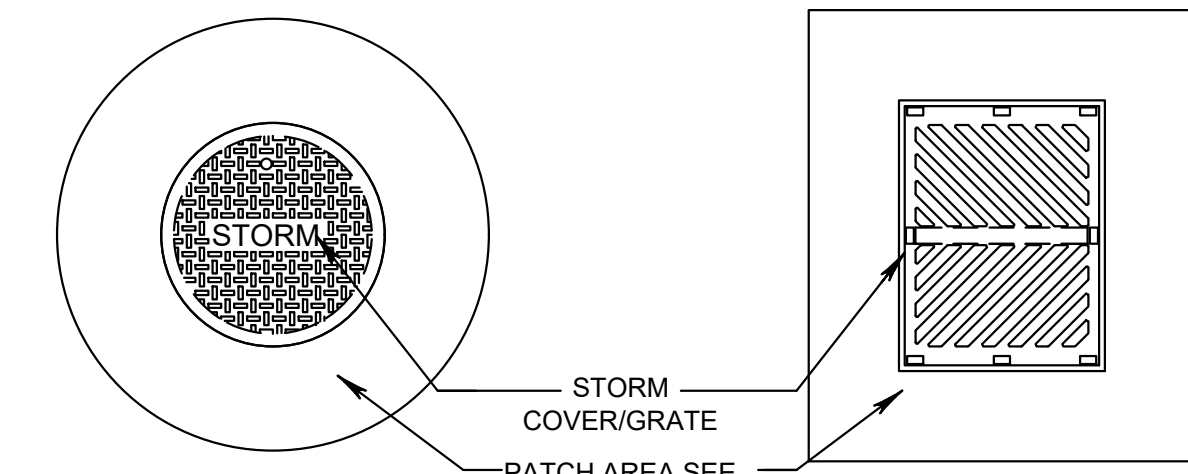
M:\Medina\22488.00 2022 Overlay\02 PLANSET\Civil\PAVING PLAN.dwg, 6/13/2022 5:23 PM, STEPHEN MOORE



TYPICAL CROSS SECTION
SCALE: NTS

GENERAL NOTE:

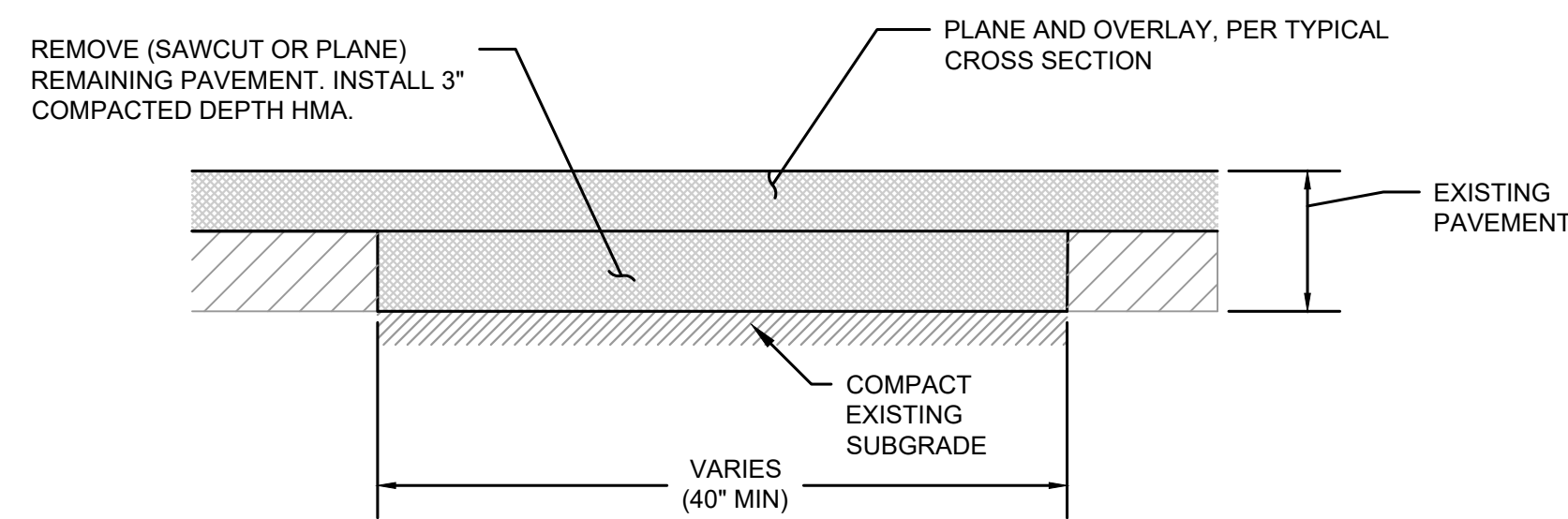
- CROSS SLOPE VARIES. CONTRACTOR SHALL MATCH THE EXISTING CROSS SLOPE.
- TRAVEL LANE WIDTHS VARY. CONTRACTOR SHALL MATCH THE EXISTING TRAVEL LANE WIDTHS.



NOTES:

- REMOVE PAVEMENT AND BASE MATERIALS FOR A DISTANCE WHICH IS EQUAL TO THE DIAMETER OF THE FRAME PLUS TWO FEET. ADJUST CASTING FRAME TO NEW PAVEMENT SURFACE USING CONCRETE BLOCKS & CONCRETE GROUT.
- 2"x4"x8" SOLID BRICK USED FOR FINAL ADJUSTMENT TO GRADE. 6" HIGH MAX.

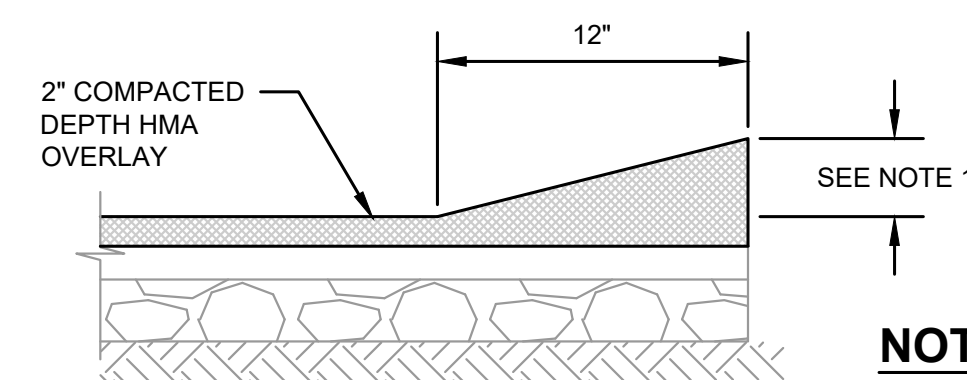
3 MANHOLE-FRAME AND COVER ADJUSTMENT DETAIL
SCALE: NTS



NOTES:

- AREAS TO BE REPAIRED TO BE VERIFIED IN THE FIELD BY CONTRACTING AGENCY.

1 PAVEMENT REPAIR DETAIL
SCALE: NTS



NOTE:

- REDUCE WEDGE CURB HEIGHT AS NEEDED TO MATCH EXISTING DRIVEWAYS AND WALKWAYS. 2" MINIMUM, 3" MAXIMUM.

2 ASPHALT WEDGE CURB DETAIL
SCALE: NTS

DATE: JUNE 2022	SCALE: NOTED	SEIN	KWB	RWK
DRAWN:	CHECKED:	APPROVED:		

DATE	APPD
REVISION	No.

CITY OF MEDINA
KING COUNTY WASHINGTON
NE 7TH STREET IMPROVEMENTS
ROADWAY DETAILS

BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811 EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH	RIGHT-OF-WAY DISCLAIMER THE RIGHT-OF-WAY AND/OR PROPERTY LINES SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION, NOT ON A SURVEYED LOCATION AND ARE ONLY APPROXIMATE.
SHEET: 12	OF: 12
JOB NO.: 22488.00	

ATTACHMENT 3


BIDDER				ENGINEER'S ESTIMATE		KAMINS CONSTRUCTION, INC.		ROAD CONSTRUCTION NORTHWEST, INC.	
BIDDER ADDRESS						P.O. Box 867		P.O. Box 2228	
						Bothell, WA 98041		Renton, WA 98056	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						162,183-01		052,715-01	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						KAMINCCI854BB		RCNW*CN978L6	
BID BOND OR OTHER GOOD FAITH TOKEN						5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SCHEDULE A: STORM IMPROVEMENTS									
1	Minor Change	1 CALC	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
2	SPCC Plan	1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$901.00	\$901.00	
3	Mobilization, Cleanup and Demobilization	1 LS	\$9,000.00	\$9,000.00	\$32,340.00	\$32,340.00	\$40,000.00	\$40,000.00	
4	Project Temporary Traffic Control	1 LS	\$12,000.00	\$12,000.00	\$20,640.00	\$20,640.00	\$45,000.00	\$45,000.00	
5	Clearing and Grubbing	1 LS	\$1,000.00	\$1,000.00	\$2,462.40	\$2,462.40	\$3,500.00	\$3,500.00	
6	Removal of Structures and Obstructions	1 LS	\$1,500.00	\$1,500.00	\$3,724.80	\$3,724.80	\$6,500.00	\$6,500.00	
7	Locate Existing Utilities	1 LS	\$2,000.00	\$2,000.00	\$7,324.80	\$7,324.80	\$15,600.00	\$15,600.00	
8	Crushed Surfacing Top Course	35 TN	\$70.00	\$2,450.00	\$1.00	\$35.00	\$100.00	\$3,500.00	
9	HMA Cl. 1/2" PG 58H-22	30 TN	\$200.00	\$6,000.00	\$336.24	\$10,087.20	\$480.00	\$14,400.00	
10	PVC Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	130 LF	\$80.00	\$10,400.00	\$157.11	\$20,424.30	\$150.00	\$19,500.00	
11	DI Storm Sewer Pipe, 6 In. Diam. (Incl. Bedding)	20 LF	\$60.00	\$1,200.00	\$177.84	\$3,556.80	\$150.00	\$3,000.00	
12	DI Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	200 LF	\$60.00	\$12,000.00	\$181.44	\$36,288.00	\$180.00	\$36,000.00	
13	DI Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	48 LF	\$95.00	\$4,560.00	\$173.70	\$8,337.60	\$200.00	\$9,600.00	
14	Concrete Inlet	7 EA	\$1,800.00	\$12,600.00	\$2,324.23	\$16,269.61	\$1,800.00	\$12,600.00	
15	Catch Basin, Type 1	4 EA	\$2,000.00	\$8,000.00	\$2,521.20	\$10,084.80	\$1,800.00	\$7,200.00	
16	Removal of Unsuitable Material (Trench)	5 CY	\$110.00	\$550.00	\$120.00	\$600.00	\$100.00	\$500.00	
17	Bank Run Gravel for Trench Backfill	60 TN	\$50.00	\$3,000.00	\$1.00	\$60.00	\$30.00	\$1,800.00	
18	Trench Excavation Safety Systems	1 LS	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$800.00	\$800.00	
19	Plug Existing Pipe	4 EA	\$200.00	\$800.00	\$720.00	\$2,880.00	\$1,000.00	\$4,000.00	
20	Erosion Control and Water Pollution Prevention	1 LS	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	
21	Topsoil, Type A	8 CY	\$60.00	\$480.00	\$150.00	\$1,200.00	\$90.00	\$720.00	
22	Bark or Wood Chip Mulch	2 CY	\$50.00	\$100.00	\$300.00	\$600.00	\$90.00	\$180.00	
23	Sod Installation	70 SY	\$25.00	\$1,750.00	\$48.00	\$3,360.00	\$20.00	\$1,400.00	
24	Cement Concrete Driveway Repair	21 SY	\$150.00	\$3,150.00	\$240.00	\$5,040.00	\$250.00	\$5,250.00	
Subtotal, Schedule A					\$97,540.00		\$193,815.31	\$241,951.00	
Sales Tax @ 0% (Per W.S. Revenue Rule 171)					\$0.00		\$0.00	\$0.00	
TOTAL CONSTRUCTION COST, SCHEDULE A					\$97,540.00		\$193,815.31	\$241,951.00	

DATE: 6/2022
 DRAWN: SC
 CHECKED: KWB
 APPROVED: KWB

CITY OF MEDINA, WASHINGTON
 NE 7TH STREET IMPROVEMENTS
 GRAY & OSBORNE #22448

GRAY & OSBORNE, INC
 CONSULTING ENGINEERS

ATTACHMENT 3

BIDDER		ENGINEER'S ESTIMATE		KAMINS CONSTRUCTION, INC.		ROAD CONSTRUCTION NORTHWEST, INC.		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: OVERLAY								
1	Mobilization, Cleanup and Demobilization	1 LS	\$12,000.00	\$12,000.00	\$3,240.00	\$3,240.00	\$14,000.00	\$14,000.00
2	Project Temporary Traffic Control	1 LS	\$18,000.00	\$18,000.00	\$6,120.00	\$6,120.00	\$5,000.00	\$5,000.00
3	Unsuitable Foundation Excavation, Incl. Haul	10 CY	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$45.00	\$450.00
4	Pavement Repair Excavation, Incl. Haul	50 SY	\$100.00	\$5,000.00	\$48.00	\$2,400.00	\$35.00	\$1,750.00
5	Planing Bituminous Pavement	4,150 SY	\$12.00	\$49,800.00	\$7.08	\$29,382.00	\$8.50	\$35,275.00
6	HMA Cl. 1/2" PG 58H-22	520 TN	\$160.00	\$83,200.00	\$159.00	\$82,680.00	\$185.00	\$96,200.00
7	Job Mix Compliance Price Adjustment	1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Compaction Price Adjustment	1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Adjust Catch Basin	4 EA	\$1,200.00	\$4,800.00	\$840.00	\$3,360.00	\$1,100.00	\$4,400.00
10	Erosion Control and Water Pollution Prevention	1 LS	\$3,000.00	\$3,000.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00
11	Plastic Stop Line	60 LF	\$30.00	\$1,800.00	\$39.60	\$2,376.00	\$31.00	\$1,860.00
	Subtotal, Schedule B			\$179,600.00		\$131,458.00		\$160,435.00
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)			\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST, SCHEDULE B			\$179,600.00		\$131,458.00		\$160,435.00
	TOTAL CONSTRUCTION COST, SCHEDULE A			\$97,540.00		\$193,815.31		\$241,951.00
	TOTAL CONSTRUCTION COST, SCHEDULE B			\$179,600.00		\$131,458.00		\$160,435.00
	TOTAL CONSTRUCTION COST, SCHEDULES A AND B			\$277,140.00		\$325,273.31		\$402,386.00
Sealed bids were opened at the City of Medina, 501 Evergreen Point Road, Medina, Washington 98039 on Wednesday, June 29, 2022, at 1:00 p.m. (local time).								
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.								
								
	KEVIN BROWN, P.E.							

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

DATE: 6/2022
DRAWN: SC
CHECKED: KWB
APPROVED: KWB

Page 2 of 2

CITY OF MEDINA, WASHINGTON
NE 7TH STREET IMPROVEMENTS
GRAY & OSBORNE #22448



MEDINA, WASHINGTON

AGENDA BILL

Monday, July 11, 2022

Subject: Ordinance Approving 5-year Telecommunications Franchise with T-Mobile

Category: Public Hearing

Staff Contacts: Emily Miner, Assistant City Attorney, Ryan Osada, Public Works Director, Steve Wilcox, Development Services Director

Background:

Wireless providers are continually expanding their networks and utilizing new technologies to meet increased demand. To do this, providers are now deploying new small cell 4G and 5G wireless communication facilities to boost capacity and improve data speeds. In September 2018, the Federal Communications Commission (FCC) adopted an Order and passed regulations intended to expedite deployment of these small wireless networks nationwide.

In response, the City adopted a new code chapter (MMC 16.38) that regulates small wireless facilities (SWF). This included updates for the permitting, location, and design/aesthetics of SWF within the parameters of federal law. The new regulations provide the City with the initial tools to effectively respond to the changes in the wireless industry and meet federal requirements in preparation for the coming deployment of the 5G networks.

To deploy SWF in the City's right-of-way, an applicant must first obtain a franchise. The City is authorized through local, state and federal statutes to grant and renew franchises (see Chapter 15.06 MMC, and RCW 35A.47.040).

Franchises are a contract between the City and an entity seeking access to the right-of-way, and must be approved by City Council. The franchise contains negotiated provisions including term length, restoration requirements, obligation to obtain associated permits, compliance with other local, state, and federal regulations, and insurance and indemnification provisions.

Once Council approves a franchise, the next step is for the applicant to apply for a SWF permit pursuant to Chapter 15.14 MMC. This permit allows the applicant to deploy their equipment at on specific poles in specific locations. The SWF permit is an administrative permit approved by staff, similar to a ROW permit, that ensures the applicant is complying with the aesthetic design standards adopted by the City in MMC 16.38.070 and 16.38.080.

Key Facts:

The City received an application for a new franchise from T-Mobile for a telecommunication system in Medina in October 2021.

T-Mobile is looking to deploy small wireless facilities within the City's rights-of-way and per MMC 15.14.010 and MMC 16.38.040(C), a franchise is the first step in the process.

City staff, in consultation with the City Attorney's Office, have negotiated the attached draft franchise with T-Mobile. This draft franchise is based on a template franchise that has been used by other local jurisdictions and has been thoroughly vetted and negotiated. It requires compliance with the applicable provisions of the MMC as well as state and federal law. Furthermore, it does not permit T-Mobile to operate a broadcast cable system or install macro wireless facilities within the rights-of-way of the City. Additionally, this franchise does not allow T-Mobile to use any City property outside the ROW, or structures owned by the City, without a separate lease or license agreement with the City

Under RCW 35A.47.030, franchises require two readings before City Council. Additionally, per MMC 15.06.030, a public hearing is required. The purpose of this first reading is to present the draft franchise to Council for review, hold a public hearing, and accept public comment at the public hearing. Staff will bring the franchise back for a second reading and vote at the next regularly scheduled meeting.

Financial Impacts:

Pursuant to RCW 35.21.860 and federal law, the City is precluded from imposing franchise fees upon a "telephone business", as defined in RCW 82.16.010, and on "service providers" as defined in RCW 35.99.010, for use of the right-of-way. Given that T-Mobile warrants that their operations are those of a telephone business company and service provider as defined in these statutes, the City may not collect franchise fees based on gross revenue generated in Medina by T-Mobile on these activities. T-Mobile is subject to the City's utility tax as set forth in Chapter 3.60 of the Medina Municipal Code. The City may also assess full administrative costs for processing the franchise application and right-of-way permits for new system improvements.

Attachments:

1. Ordinance No. **XX** – 5-year Telecommunications Franchise with T-Mobile

Budget/Fiscal Impact: Various

Recommendation: Move to a second reading.

City Manager Approval:



Proposed Council Motion: N/A

Time Estimate: 20 minutes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, GRANTING TO T-MOBILE WEST, LLC AND ITS AFFILIATES, SUCCESSORS, AND ASSIGNS THE RIGHT, PRIVILEGE, AUTHORITY FOR A NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MEDINA, WASHINGTON.

WHEREAS, T-Mobile West, LLC (the “Franchisee”) has requested that the Medina City Council grant a nonexclusive franchise (this “Franchise”) for purposes of operating and maintaining a telecommunications network; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the Medina Municipal Code requires persons who are seeking to operate and maintain telecommunications facilities in City rights-of-way to obtain a franchise to do so; and

WHEREAS, the City is willing to grant the rights requested by Franchisee subject to certain terms and conditions, which are acceptable to both parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, HEREBY DO ORDAIN AS FOLLOWS:

Section 1. Franchise Granted. T-Mobile West, LLC is granted a non-exclusive franchise to provide telecommunication services in, through, over, and under the rights-of-way of the City of Medina, in accordance with the terms and conditions of the franchise agreement established in Exhibit A of this Ordinance.

Section 3. Deadline for Acceptance. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by T-Mobile West, LLC. Such acceptance shall contain any required letter of credit, evidence of insurance, and any applicable application fee pursuant to Medina Municipal Code and shall be filed with the City Clerk within thirty (30) days after the effective date of this Ordinance. Such instrument shall evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

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, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5)

days after passage and publication of an approved summary thereof consisting of the title, all as required by law (“Effective Date”).

Passed by the City Council of the City of Medina on this ____ day of _____, 2022. Approved by the Mayor of the City of Medina on this ____ day of _____, 2022.

APPROVED:

Jessica Rossman, Mayor

ATTEST/AUTHENTICATED:

Aimee Kellerman, City Clerk

APPROVED AS TO FORM:
OGDEN MURPHY WALLACE, PLLC

By:_____
City Attorney

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.:

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Section 1. Franchise Granted.

Section 1.1 Pursuant to RCW 35A.47.040, the City of Medina, a Washington municipal corporation (hereinafter “City”), hereby grants to the Franchisee, its affiliates, heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of five (5) years, beginning on the Effective Date of this ordinance and continuing until the date that is one day prior to the fifth anniversary of the Effective Date (the “Initial Term Expiration Date”), unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise. The Franchise shall automatically renew on the fifth anniversary of the Effective Date with the same terms and conditions as set forth in this Franchise, for one (1) additional five (5) year (the “Renewal Term,” and, together with the Initial Term, the “Term”).

Section 1.2 This Franchise ordinance grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, relocate, repair, upgrade, remove, excavate, acquire, restore, and use the Small Wireless Facilities, as defined in Section 2.2, for its telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Way located in the City of Medina, as approved pursuant to the Medina Municipal Code (“MMC”) and permits issued pursuant to this Franchise. Public “Rights-of-Way” means land acquired or dedicated by the City of Medina for public roads, streets, alleys, courts, boulevards, sidewalks, lanes, public ways, circles, utility easements that contain utility poles and only to the extent such Rights-of-Way are opened, but does not include: WSDOT-managed state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; federally-granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally-granted railroad rights-of-way acquired under 43 U.S.C. § 912 and related provisions of federal law that are not open for motor vehicle use. Rights-of-Way for the purpose of this Franchise do not include: buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by the City, or similar facilities or property owned by or leased to the City. Franchisee is required to obtain a lease or similar agreement for the usage of any City- or third party-owned poles, conduit, fixtures, property, or structures.

Section 1.3 The terms, conditions, and provisions of MMC Chapter 15.10 and 15.12, as currently written or hereinafter modified, are incorporated herein by reference. All rights granted hereunder are subject to the terms, conditions, and requirements of MMC Chapter 15.10 and 15.12

unless this Franchise specifically provides to the contrary. In the event that a conflict exists between the terms of this Franchise and the terms of MMC Chapter 15.10 and 15.12, the terms of this Franchise shall control.

Section 2. Authority Limited to Occupation of Public Rights-of-Way for Services.

Section 2.1 The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the City (the “Franchise Area”). The Franchisee is authorized to place its Facilities in the Rights-of-Way only consistent with this Franchise, the Comprehensive Plan, the current Road Design and Construction Standards and the MMC and any other applicable law, order or rule. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing telecommunications services. The following “Services” are permitted under this Franchise: (i) high speed data and fiber optic services, internet protocol-based services, internet access services, conduit and dark fiber leasing, telephone, and data transport services conveyed using both wireline and wireless facilities and (ii) the infrastructure development to be used for Small Wireless Facilities.

Section 2.2 As used herein, “Small Wireless Facilities” or “Facilities” means a small wireless facility as defined in 47 CFR § 1.6002. Small Wireless Facilities shall also include all necessary cables, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary or convenient appurtenances used for the specific wireless communications facility. Equipment enclosures with equipment generating noise that exceeds the noise limits allowed in the MMC or associated permit are excluded from “Small Wireless Facilities.” Unless otherwise specifically stated in a section, “Facilities” shall encompass only Small Wireless Facilities and wireline or wireless services used to provide the Services.

Section 2.3 This Franchise does not grant Franchisee the right to offer cable internet services or Cable Services as those terms are defined in 47 U.S.C. § 522(6) by wireline transmission.

Section 2.4 Franchisee may not install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner’s prior written consent, or upon any City, public or privately-owned poles or conduits without the City’s prior written consent. Nothing contained within this Franchise shall

be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Franchisee other than permitting the Franchisee to provide the Services, and such permitted use shall be subordinate to the primary use of the Right-of-Way as a public thoroughfare. If Franchisee desires to expand the Services provided within the City, it shall request a written amendment to this Franchise. If Franchisee desires to use City-owned property, or to site new structures within the Rights-of-Way, it shall enter into a separate lease, site specific agreement, or license agreement with the City.

Section 2.5 Franchisee shall have the right, without the City's prior written approval to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive control over and responsibility for its telecommunications system, Facilities and Services, and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any permitted use that Franchisee has pursuant to this Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, nor to sell or offer for sale any service to the City of Medina citizens without all required business licenses, permits, franchise or other form of state-wide approval.

Section 3. Non-Exclusive Franchise Grant.

This Franchise is a non-exclusive franchise and is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any said Rights-of-Way. This Franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, dedication, establishment, improvement, relocations, repairs, and maintenance of same as the City may deem fit, including the dedication, establishment, improvement, and maintenance of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4. Location of Telecommunications Network Facilities.

Section 4.1 Franchisee may locate its Facilities anywhere within the Franchise Area consistent with and subject to the City's Standard Plans and subject to the City's applicable municipal code requirements in effect at the time of the specific Facility application. Franchisee shall not be required to amend this Franchise to construct Facilities within the Franchise Area, provided that Franchisee does not expand its Services beyond those described in Section 2.

Section 4.2 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways") are considered managed access by the City, and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

- (a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;
- (b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and
- (c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 5. Relocation of Telecommunications Network Facilities.

Section 5.1 Relocation Requirement. The City may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove, and/or temporarily disconnect or relocate its Facilities within the Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Rights-of-Way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity; provided that Franchisee may temporarily bypass in the authorized portion of the same Rights-of-Way upon the

City's prior written approval, which approval shall not unreasonably be withheld or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Collectively all such projects described in this Section 5.1 shall be considered a "Public Improvement Project." Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 5.1 shall be borne by Franchisee, and not by the City. Franchisee shall complete the relocation of its Facilities at no charge or expense to the City.

Section 5.2 Relocation - Third Party Structures. If the request for relocation from the City originates due to a Public Improvement Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by the City, and at no cost to the City, subject to the procedure in Section 5.5. Franchisee acknowledges and agrees that the placement of Small Wireless Facilities on third party-owned structures does not convey an ownership interest in such structures. Franchisee acknowledges and agrees, that to the extent Franchisee's Small Wireless Facilities are on poles owned by third parties, the City shall not be responsible for any costs associated with requests arising out of a Public Improvement Project.

Section 5.3 Relocation - Franchisee Owned Structures. The cost of relocation of any Franchisee owned poles or structures shall be determined in accordance with the requirements of RCW 35.99.060(3)(b), provided, however, that the Franchisee may opt to pay for the cost of relocating its Small Wireless Facilities in order to provide consideration for the City's approval to site a Small Wireless Facility on Franchisee owned structures or poles in a portion of the Right-of-Way designated or proposed for a Public Improvement Project. For this Section 5.3, designation of the Right-of-Way for a Public Improvement Project shall be undertaken in the City's Comprehensive Plan in accordance with the requirements of Chapter 36.70A RCW. The Comprehensive Plan includes, but is not limited to the Transportation element or Transportation Improvement Plan ("TIP"), Capital Facilities element, utilities element and any other element authorized by RCW 36.70A.070 and RCW 36.70A.080. The parties acknowledge that this provision is mutually beneficial to the parties, as the City may otherwise deny the placement of

the Small Wireless Facility at a particular site because of the cost impact of such relocation and the conflict with the City's Comprehensive Plan.

Section 5.4 Locate. Upon the request of the City or request of a third-party performing work in the Right-of-Way, and in order to facilitate the design of street and Rights-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the City's Public Improvement Projects shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) calendar days' written notice prior to any excavation or exposure of Facilities.

Section 5.5 Notice and Relocation Process. If the City determines that the Public Improvement Project necessitates the relocation of Franchisee's existing Facilities, the City shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare or an emergency beyond the control of the City that will result in severe consequences to the City or the public:

(a) The City will consult with the Franchisee in the predesign phase of any Public Improvement Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.

(b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Public Improvement Project, or (ii) until the City provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.

(c) Franchisee shall, during the predesign phase, evaluate and provide comments to the City related to any alternatives to possible relocations. The City agrees to consider any alternatives proposed by the Franchisee, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.

(d) The City will provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible, endeavoring to provide no less than ninety (90) days prior to the commencement of the construction of such Public Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 5.5, the City shall notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall control.

(e) After receipt of such notice, Franchisee shall complete the relocation of its Facilities so as to accommodate such Public Improvement Project consistent with the timeline provided by the City, or as otherwise modified by the City, and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.

(f) The City may require the relocation of the Facilities at Franchisee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Franchisee shall relocate its Facilities within the reasonable time period specified by the City.

Section 5.6 Alternative Arrangements. The provisions of this Section 5 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 5.7 Contractor Delay Claims. Franchisee shall be solely responsible for the actual costs incurred by the City from delays in a Public Improvement Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Franchisee. Franchisee vendors and contractors shall not be considered unrelated third parties). Such costs may include, but are not

limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorney fees incurred by the City to the extent directly attributable to such Franchisee's caused delay in the Public Improvement Project.

Section 5.8 Indemnification. Franchisee will indemnify, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 16, against any and all claims, suits, actions, damages, or liabilities for delays on the City's construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided herein; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 5.9 Building Moving. Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon fifteen (15) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 5.10 City's Costs. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.1 through Section 5.5, then upon at least ten (10) calendar days written notice to Franchisee, the City may perform such work (including removal) or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 14.3 and Section 14.4, and the City shall not be responsible for any damage to the Facilities.

Section 5.11 Survival. The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6. Undergrounding of Facilities.

Section 6.1 Small Wireless Facilities.

(a) As it pertains to Franchisee's Small Wireless Facilities, Franchisee shall not be permitted to erect poles, unless permitted by the City for Small Wireless Facilities pursuant to Section 15.3, MMC 16.38 and the City's Design and Construction Manual. Franchisee acknowledges and agrees that if the City allows the placement of Small Wireless Facilities above ground the City may, at any time in the future, require the conversion of Franchisee's aerial

facilities to an underground installation or relocated at Franchisee's expense if the existing poles on which Franchisee's Facilities are located are designated for removal due to a Public Improvement Project as described in Section 5, and provided that the City requires such conversions in a nondiscriminatory and competitively neutral manner. This Franchise does not place an affirmative obligation on the City to allow the relocation of such Facilities on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting of Small Wireless Facilities.

(b) Franchisee shall not be required to underground any portion of the Small Wireless Facility that must for technological reasons remain above-ground to operate. If the City requires undergrounding of wirelines (either telecommunications or electrical) and allows Franchisee's Small Wireless Facilities to remain above ground, then Franchisee shall cooperate with the City and modify the affected Small Wireless Facilities to incorporate the placement of wireline services underground and internal to the pole if the replacement pole is hollow (for example, placement of electrical and fiber lines) or otherwise consistent with a design plan agreed to between the City and Franchisee, at no cost to the City.

Section 6.2 Wireline Facilities.

(a) As it pertains to Franchisee's wireline Facilities, Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City, unless otherwise specifically allowed pursuant to a permit. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its wireline Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial wireline Facilities to underground installation at Franchisee's expense, except as otherwise provided in RCW 35.99.060(4) and provided that the City requires such conversions in a nondiscriminatory and competitively neutral manner. Unless otherwise permitted by the City, Franchisee shall underground its wireline Facilities in all new developments and subdivisions, and any development or subdivision where utilities, other than electrical utilities, are currently underground.

(b) Whenever the City may require the undergrounding of the aerial utilities (not including Small Wireless Facilities) in any area of the City, Franchisee shall underground its wireline Facilities in the manner specified by the City, concurrently with and in the area of the

other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own wireline Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's wireline Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6.3 Other Design Standards. To the extent Franchisee is providing wireline Facilities to Small Wireless Facilities either owned by Franchisee or a third party, Franchisee shall adhere to the design standards for such Small Wireless Facilities, and shall underground its wireline Facilities and/or place its wireline Facilities within the pole as may be required by such design standards. For the purposes of clarity, this Section 6.3 does not require undergrounding or interior placement of wireline Facilities within the pole to the extent that the Small Wireless Facilities are located on utility poles that have pre-existing aerial telecommunications facilities and provided such construction of Franchisee's Facilities continue to comply with applicable code requirements.

Section 6.4 Limited Removal of Existing underground Facilities. Franchisee shall not remove any underground Facilities that require trenching or other opening of the Rights-of-Way, except as provided in this Section 6.2. Franchisee may remove any underground Facilities from the Right-of-Way that have been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way, or if otherwise permitted by the City. When the City determines, in the City's reasonable discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 8.1, prior to any such removal of underground Facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

Section 6.5 Survival. The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 7. Maps and Records.

Section 7.1 Following any construction, excluding modifications that meets the same or substantially similar dimensions of the Small Wireless Facility, Franchisee shall provide the City with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors for all existing Small Wireless Facilities in the Franchise Area. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in AutoCAD or other industry standard readable formats that are acceptable to the City and delivered electronically. Further, Franchisee shall provide such maps within thirty (30) calendar days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps and as-builts provided to the City.

Section 7.2 Within thirty (30) calendar days of a written request from the Public Works Director, Franchisee shall furnish the City with information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

Section 7.3 All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section 7.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter

42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests.

Section 7.5 Nothing in Section 7.3 or Section 7.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records, due to Franchisee's judicial intervention, as required hereunder within sixty (60) calendar days of a request from the City.

Section 7.6 On an annual basis, upon thirty (30) calendar days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise in accordance with GAAP. If the audit shows that tax or fee payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 8. Work in the Rights-of-Way.

Section 8.1 Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall apply to the City, consistent with the MMC Chapter 12.08, 15.10, and 15.12 for a Right-of-Way Permit to do so (except in the case of an emergency, in which case Section 13.1 applies) of its intent to commence work in the Right-of-Way. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications and warranted for a period of two (2) years. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 8.2 During any period of relocation, construction or maintenance, all work performed by Franchisee, or its contractors, shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining

property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City, including but not limited to Medina Municipal Code Chapter 15.10 and 15.12, or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Section 8.3 New wireline Facilities shall not be installed on existing metal street light standards or traffic signal standards, however this restriction shall not apply to Small Wireless Facilities installed pursuant to a separate lease agreement with the City and the associated wireline facilities installed within the poles.

Section 8.4 The City reserves the right to limit or exclude Franchisee's access to a specific route, public Right-of-Way or other location when, in the judgment of the Public Works Director there is inadequate space (including but not limited to compliance with ADA clearance requirements and maintaining a clear and safe passage through the Rights-of-Way), a pavement cutting moratorium, unnecessary damage to public property, public expense, inconvenience, interference with municipal utilities, or for any other reason determined by the Public Works Director.

Section 8.5 If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise, the Franchisee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;

(c) To the extent reasonably possible, Franchisee, at the direction of the City, shall cooperate with the City and provide other private utility companies with the opportunity to utilize joint or shared excavations in order to minimize disruption and damage to the Right-of-Way, as well as to minimize traffic-related impacts; and

(d) Franchisee may only charge the incremental costs to the City of installing facilities supplied by the City in such joint or shared excavations.

Section 8.6 At the discretion of the Public Works Director and depending on the impact to the usage of the Rights-of-Way, Franchisee shall give reasonable advance notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain the dates, contact number, nature and location of the work to be performed. Following performance of the work, Franchisee shall restore the Right-of-Way to the City standards in effect at the time of construction except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 8.7 Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 8.7 shall only apply to the extent necessary to protect above ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done at the expense of Franchisee and prior to obtaining a Street Work Permit per MMC 12.08.010 and, if applicable, an Administrative Right-of-Way Tree Activity Permit per MMC 16.71.050. Franchisee may contract for such services, however, any firm or individual so retained must first receive City approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not owned by the City. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for

Certified Arborists” as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the Public Works Director or his/her designee.

Section 8.8 Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption, or damages.

Section 8.9 Franchisee shall inform the City with at least thirty (30) calendar days’ advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 8.10 Franchisee shall maintain all above ground improvements that it places on City Rights-of-Way pursuant to this Franchise. In order to avoid interference with the City’s ability to maintain the Right-of-Way, Franchisee shall provide a clear zone consistent with the City Road Design and Construction Standards. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.

Section 8.11 The provisions of this Section 8 shall survive the expiration or termination of this Franchise and during such time as Franchisee continues to have Facilities in the Rights of Way.

Section 9. One Call Locator Service.

Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request, by the City or a third party, Franchisee shall locate its Facilities within fifteen (15) calendar days of notification, and consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee’s Facilities or for interruptions in service to Franchisee’s customers that are a direct result of Franchisee’s failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 10. Safety Requirements.

Section 10.1 Requirements. Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, state, and municipal safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with municipal services. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 10.2 Violation and Opportunity to Cure. If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue the cure to completion), then the City may make such repairs or contract for them to be made by the City. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 10.3 Additional standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities and the placement of any cables connecting equipment in an orderly manner.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, state, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 10.4 Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

- (e) Be in writing;
- (f) Be given to the person doing the work or posted on the work site;
- (g) Be sent to Franchisee by overnight delivery;
- (h) Indicate the nature of the alleged violation or unsafe condition; and
- (i) Establish conditions under which work may be resumed.

Section 11. Work of Contractors and Subcontractors.

Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with state law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 12. Restoration after Construction.

Section 12.1 Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or within sixty (60) days after abandonment approved pursuant to Section 18, remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, as required by Medina

Municipal Code Chapter 12.28, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee nor for reasonable wear and tear. The Public Works Director or designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 12.2 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards and warranted for a period of two (2) years and for undiscovered defects as is standard and customary for this type of work.

Section 12.3 If conditions (e.g., weather) make the complete restoration required under this Section 12 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 12.4 In the event Franchisee does not repair or restore a Right-of-Way or an improvement in or to a Right-of-Way within the reasonable time agreed to by the Public Works Director, or designee, upon ten (10) calendar days' notice to Franchisee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) calendar days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 21.

Section 12.5 The provisions of this Section 12 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

Section 13. Emergency Work/Dangerous Conditions.

Section 13.1 In the event of any emergency in which any of Franchisee's Facilities located in the Rights-of-Way breaks, falls, becomes damaged, or if Franchisee's Facilities are otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity or the City, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of any person, entity or the City without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which Medina City Hall is open for business. The City retains the right and privilege to cut, move or remove any Facilities located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency.

Section 13.2 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by the sole negligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 13 except to the extent caused by the sole negligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents.

Section 13.3 Whenever the construction, installation or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street, electrical or telecommunications utilities or City property, the Public Works Director or designee may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can

timely contact Franchisee to request Franchisee effect the immediate repair, the City may access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 14. Recovery of Costs, Taxes and Fees.

Section 14.1 Franchisee shall pay a fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. No permits shall be issued for the installation of authorized Facilities until such time as the City has received payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to Medina in accordance with the provisions of Section 14.3.

Section 14.2 Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 14.3 Franchisee shall reimburse Medina within sixty (60) calendar days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Rights-of-Way as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of

Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 14.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 14.5 Franchisee hereby warrants that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

Section 14.6 Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under Medina Municipal Code Chapter 3.20, and consistent with state and federal law. The parties agree that if there is a dispute regarding tax payments that the process in Medina Municipal Code Chapter 3.20 shall control. In that event, the City may not enforce remedies under Section 21 or commence a forfeiture or revocation process pursuant to Section 20 until the dispute is finally resolved either consistent with Medina Municipal Code Chapter 3.20 or by judicial action and then only if the Franchisee does not comply with such resolution. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Medina Municipal Code Chapter 3.20 as may be permitted by law.

Section 15. Small Wireless Facilities.

Section 15.1 City Retains Approval Authority. The City shall have the authority at all times to control by appropriately exercised police powers through ordinance or regulation, consistent with 47 U.S.C. § 253, 47 U.S.C. § 332(c)(7) and the laws of the State of Washington, the location, elevation, manner of construction, and maintenance of any Small Wireless Facilities by Franchisee, and Franchisee shall promptly conform with all such requirements, unless compliance would cause Franchisee to violate other requirements of law. This Franchise does not prohibit the City from exercising its rights under federal, state or local law to deny or give conditional approval to an application for a permit to construct any individual Small Wireless Facility.

Section 15.2 City Approvals and Permits. The granting of this Franchise is not a substitute for any other required approvals to construct Franchisee's Facilities in the Rights-of-Way ("City Approvals"). The parties agree that such City Approvals (except Right-of-Way use permits as described in Section 8.1) are not considered use permits, as that term is defined in RCW 35.99.010. These City Approvals do not grant general authorization to enter and utilize the Rights-of-Way but rather grant Franchisee permission to build its specific Small Wireless Facilities. Therefore, the City Approvals are not subject to the thirty (30) calendar day issuance requirement described in RCW 35.99.030. The parties recognize that this provision is specifically negotiated as consideration for designating all of the Rights-of-Way of the City as the Franchise Area. Such City Approvals shall be issued consistent with the Medina Municipal Code, and state and federal laws governing wireless communication facility siting and may be in addition to any permits required under Section 8.1.

Section 15.3 Preference for Existing Infrastructure; Site Specific Agreements.

(a) Franchisee shall utilize existing infrastructure in the City whenever possible and consistent with the design, concealment and siting regulations of the Codes. The erection of new poles or structures in the Right-of-Way may only be permitted if no other alternative space feasible for the installation of the Facility is available. In the event that existing infrastructure is not available or feasible for a Small Wireless Facility, or if the City prefers new poles or

infrastructure in a particular area of the City, then Franchisee may request the placement of new or replacement structures in the Rights-of-Way consistent with the requirements of the Codes.

(b) Franchisee acknowledges and agrees that if Franchisee requests to place new structures, or replacement structures that are higher than the replaced structure and the overall height of the replacement structure and the Facility are over 60 feet, in the Rights-of-Way then Franchisee may be required to enter into a site specific agreement consistent with RCW 35.21.860 in order to construct such Facilities in the Right of Way. Such agreements may require a site specific charge paid to the City. The approval of a site specific agreement is at the discretion of each of the parties thereto.

(c) Unless otherwise required by the Codes, replacement poles or structures which remain substantially similar to existing structures or deviate in height or design as permitted within the Codes are permissible provided that Franchisee, or the pole owner at the Franchisee's request, removes the old pole or structure promptly, but no more than thirty (30) calendar days after the installation of the replacement pole or structure.

(d) This Section 15.3 does not place an affirmative obligation on the City to allow the placement of new infrastructure on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting or design of wireless facilities.

Section 15.4 Concealment. Franchisee shall construct its Facilities consistent with the concealment or stealth requirements as described in the Codes, as the same exist or are hereafter amended, or in the applicable permit(s), lease, site specific agreement, or license agreement, in order to minimize the visual impact of such Facilities.

Section 15.5 Eligible Facilities Requests. The Parties agree that the intent of this Franchise is to provide general authorization to use the Rights-of-Way for Small Wireless Facilities. The designs as illustrated in a Small Wireless Permit, including the dimensions and number of antennas and equipment boxes and the pole height are intended and stipulated to be concealment features when considering whether a proposed modification is a substantial change under Section 6409(a) of the Spectrum Act, 47 U.S.C. §1455(a).

Section 15.6 Inventory. Franchisee shall maintain a current inventory of Small Wireless Facilities throughout the Term of this Franchise. Franchisee shall provide to the City a copy of the inventory report no later than one hundred eighty (180) calendar days after the Effective Date of this ordinance and shall provide the City an updated copy of the inventory report

within thirty (30) calendar days of the City's reasonable request. The inventory report shall include GIS coordinates, date of installation, type of pole used for installation, description/type of installation for each Small Wireless Facility installation and photographs taken before and after the installation of the Small Wireless Facility and taken from the public street. Small Wireless Facilities that are considered Deactivated Facilities, as described in Section 18.1, shall be included in the inventory report and Franchisee shall provide the same information as is provided for active installations as well as the date the Facilities were deactivated and the date the Deactivated Facilities were removed from the Right-of-Way. The City shall compare the inventory report to its records to identify any discrepancies, and the parties will work together in good faith to resolve any discrepancies. Franchisee is not required to report on future inventory reports any Deactivated Facilities which were removed from the Rights-of-Way since the last reported inventory and may thereafter omit reference to the Deactivated Facilities.

Section 15.7 Unauthorized Facilities. Any Small Wireless Facilities installation in the Rights-of-Way that were not authorized under this Franchise or other required City Approval ("Unauthorized Facilities") will be subject to the payment of an Unauthorized Facilities charge by Franchisee. The City shall provide ninety (90) days written notice to Franchisee of any Unauthorized Facilities identified by City staff and Franchisee shall either (i) establish that the site was authorized, or (ii) submit a complete application to the City for approval of the Unauthorized Facilities. Upon notice of the Unauthorized Facility, Franchisee shall be charged One Thousand and 00/100 Dollars (\$1000.00) each day for each Unauthorized Facility ("Unauthorized Facility Penalty"). The Unauthorized Facility Penalty shall be waived in its entirety if Franchisee can establish that the site was in fact authorized. The Unauthorized Facility Penalty shall be suspended upon the submission of a complete application to the City requesting approval of the Unauthorized Facility. If the application for such Unauthorized Facilities is denied as the final decision, then the Unauthorized Facility Penalty will resume until the Unauthorized Facilities are removed and Franchisee shall remove the Unauthorized Facilities from the City's Rights-of-Way within thirty (30) calendar days after the expiration of all appeal periods for such denial. Upon the conclusion of any matter involving an Unauthorized Facility, City shall provide Franchisee an invoice detailing the total amount of the Unauthorized Facility Penalty, if any, which penalty Franchisee shall pay within thirty (30) days after receipt of notice thereof. This Franchise remedy is in addition to any other remedy available to the City at law or equity.

Section 15.8 Graffiti Abatement. As soon as practical, but not later than fourteen (14) calendar days from the date Franchisee receives notice or is otherwise aware, Franchisee shall remove all graffiti on any of its Small Wireless Facilities of which it is the owner of the pole or structure or on the Small Wireless Facilities themselves attached to a third-party pole (i.e. graffiti on the shrouding protecting the radios). The foregoing shall not relieve Franchisee from complying with any City graffiti or visual blight ordinance or regulation.

Section 15.9 Emissions Reports.

(a) Franchisee is obligated to comply with all laws relating to allowable presence of or human exposure to Radiofrequency Radiation (“RFs”) or Electromagnetic Fields (“EMFs”) on or off any poles or structures in the Rights-of-Way, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Small Wireless Facility alone or from the cumulative effect of the Small Wireless Facility added to all other sources operated by Franchisee or on behalf of Franchisee on or near the specific pole or structure. Franchisee shall comply with the RF emissions certification requirements of MMC 16.37.140.

(b) Nothing in this Franchise prohibits the City from requiring periodic testing of Franchisee’s Facilities. The City may inspect any of Franchisee’s Facilities and equipment located in the Rights-of-Way, not to exceed once per calendar year. If the City discovers that the emissions from a Facility exceeds the FCC standards, then the City may order Franchisee to immediately turn off the Facility or portion thereof committing the violation, until the emissions exposure is remedied. Such order shall be made orally by calling 877-373-0093 and also by written notice pursuant to Section 42. Franchisee is required to promptly turn off that portion of the Facility that is in violation, no later than forty-eight (48) hours after receipt of oral notice. Franchisee shall reimburse the City for reasonable any costs incurred by the City for testing the Facility and providing notice as described in Section 14.3 and Section 14.4. The City shall provide documentation of its actual and itemized costs to the Franchisee upon request.

Section 15.10 Interference with Public Facilities. Franchisee’s Small Wireless Facilities shall not physically interfere or cause harmful interference, as defined in 47 CFR 15.3(m), with any City operations (including, but not limited to, traffic lights, public safety radio systems, or other City communications infrastructure), or the PSERN (or its successor entity) communications operation or equipment. If the Small Wireless Facilities cause such interference, Franchisee shall respond to the City’s request to address the source of the interference as soon as practicable, but

in no event later than forty-eight (48) hours after receipt of notice. the City may require, by written notice, that Franchisee power down the specific Small Wireless Facilities, or portion thereof, causing such interference if such interference is not remedied within forty-eight (48) hours after notice. If, within thirty (30) calendar days after receipt of such written notice from the City of such interference, Franchisee has not abated such interference, such Small Wireless Facility may be deemed an Unauthorized Facility and subject to the provisions of Section 15.7 or removal by the City consistent with Section 13. The Small Wireless Facility must remain powered down (except for testing purposes) during the abatement period; otherwise the City may take more immediate action consistent with Section 13 to protect the public health, safety, and welfare.

Section 15.11 Interference with Other Facilities. Franchisee is solely responsible for determining whether its Small Wireless Facilities interfere with telecommunications facilities of other utilities and other franchisees within the Rights-of-Way. Franchisee shall comply with the rules and regulations of the Federal Communications Commission regarding radio frequency interference when siting its Small Wireless Facilities within the Franchise Area. Franchisee, in the performance and exercise of its rights and obligations under this Franchise shall not physically or technically interfere in any manner with the existence and operation of any and all existing utilities, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable law or this Franchise.

Section 16. Indemnification.

Section 16.1 Franchisee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the City, its agents, board and commission members (appointed or elected), counsel, directors, officers, officials (elected and appointed), representatives, employees and agents (collectively the “Indemnitees”) from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, board of directors, contractor (of any tier), counsel, management, servants, officers, representatives, shareholders, or employees or any other person acting in the operation of its business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with, in performance of, or related to the performance of this Franchise and any rights granted

within this Franchise. Further, Franchisee agrees to indemnify, defend, and hold harmless the Indemnitees from any and all claims, costs, judgments, awards, or liability to any person arising from radio frequency emissions emitted from Franchisee's Facilities located in the Rights-of-Way, regardless of whether Franchisee's Facilities comply with applicable federal statutes and/or FCC regulations related thereto. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 16.2 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 16.

Section 16.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 16.2. The City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall

not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the Indemnitees, the obligations of Franchisee under the indemnification provisions of this Section 16 and any other indemnification provision herein shall apply. However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to personal or real property were caused or contributed to by the concurrent negligence of the Franchisee and the Indemnitees the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. Notwithstanding the proceeding sentence, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided herein constitutes Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Franchisee for claims made against the City by Franchisee's employees. This waiver has been mutually negotiated by the parties.

Section 16.5 Notwithstanding any other provisions of this Section 16, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the Indemnitees, except to the extent any such damage or destruction is caused by or arises from the sole negligence, willful, or criminal actions on the part of the Indemnitees. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including, by way of example and not limitation, lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the Indemnitees. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of

Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, officials, employees or agents.

Section 16.6 The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17. Insurance.

Section 17.1 Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Franchisee. Franchisee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee. Franchisee shall maintain insurance from insurers with a current A.M. Best rating of not less than A-, VII. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits of no less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage;

(b) Commercial General Liability insurance as per form ISO CG 00 01 or its equivalent, written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual liability; premises; operations; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU);

(c) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate;

(d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable;

(e) Excess Umbrella liability policy with limits of no less than \$10,000,000 per occurrence and in the aggregate. Franchisee may use any combination of primary and excess to meet required total limits.

Section 17.2 Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 17. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies or be at least as broad as such underlying policies.

Section 17.3 The required Commercial General Liability and Umbrella/Excess Liability insurance policies obtained by Franchisee shall include the City, its agents, counsel, board and commission members employees, officers, officials (appointed and elected), and representatives, ("Additional Insureds"), as an additional insured by blanket endorsement with regard to any work or operations performed under this Franchise or by or on behalf of the Franchisee and the required Commercial Auto Liability policy obtained by Franchisee shall include the Additional Insureds, as an additional insured by blanket endorsement with regard to the use of vehicles by or on behalf of Franchisee while in performance of this Franchise. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability and except with respect to the rights and duties of Franchisee as the First Named insured. Franchisee shall provide to the City a certificate of insurance and a copy of the blanket additional insured endorsements. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Franchisee's required insurance and shall not contribute with it.

Section 17.4 Upon receipt of notice from its insurer(s) Franchisee shall provide the City with thirty (30) calendar days prior written notice of any cancellation or 10 days' notice of non-renewal of any insurance policy, required pursuant to this Section 17, that is not replaced. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 17. Failure to provide the insurance cancellation notice and to furnish to the City replacement certificates of insurance meeting the requirements of this Section 17 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 21 below. Notwithstanding the cure period described in

Section 21.2, the City may pursue its remedies immediately upon a failure to furnish evidence of replacement insurance.

Section 17.5 Franchisee's maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee. The insurance outlined in this Agreement shall not limit the liability of Franchisee.

Section 17.6 The City may review all required insurance limits once every three (3) calendar years during the Term and may make reasonable adjustments in the limits by Amendment to this Agreement upon thirty (30) calendar days' prior written notice to Franchisee. Franchisee shall then provide an updated certificate of insurance to the City showing compliance with these adjustments. In the event of a claim giving rise to a coverage question, upon request by the City, Franchisee shall furnish copies of all the applicable insurance policies, including endorsements, giving rise to such question. Franchisee shall provide such evidence of all contractors' coverage prior to any work performed under this Agreement.

Section 17.7 As of the Effective Date of this Franchise, Franchisee is not self-insured with respect to required insurance. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee or its affiliated parent entity shall comply with the following: (1) provide the City, upon request, a copy of Franchisee's, or its parent company's, most recent annual report, if such financial statements are not otherwise publicly available; (2) Franchisee or its parent company is responsible for all payments within the self-insurance program; and (3) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

Section 18. Abandonment of Franchisee's Telecommunications Network.

Section 18.1 Where any Facilities or portions of Facilities are no longer needed and their use is to be discontinued, the Franchisee shall immediately report such Facilities in writing ("Deactivated Facilities") to the Public Works Director. This notification is in addition to the inventory revisions addressed in Section 15.6. Deactivated Facilities, or portions thereof, shall be completely removed within sixty (60) calendar days and the site, pole or infrastructure restored to its pre-existing condition, reasonable wear and tear excepted.

Section 18.2 If Franchisee leases a structure from a landlord and such landlord later abandons the structure, Franchisee shall remove its Facilities from the abandoned structure within ninety (90) calendar days of such notification from the landlord at no cost to the City and shall remove the pole if so required by the landlord. Notwithstanding the preceding sentence, the timelines determined by the City for relocation projects described in Section 5 above shall apply.

Section 18.3 Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within thirty (30) days of receiving written notice from the Public Works Director or designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance, or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee, or reasonable wear and tear. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.4 Notwithstanding Section 18.1 above, the City may permit Franchisee's Facilities to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 18.5 Any Facilities which are not removed within one hundred eighty (180) calendar days of either the date of termination or revocation of this Franchise or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 18 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 18.6 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 19. Bonds

Section 19.1 Performance Bond. Franchisee shall furnish a performance bond (“Performance Bond”) written by a corporate surety reasonably acceptable to the City equal to at least 100% of the estimated cost of constructing Franchisee’s Facilities within the Rights-of-Way of the City prior to commencement of any such work or such other amount as deemed appropriate by the Public Works Director. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 19.3. Compliance with the Performance Bond requirement of the City’s current Design and Construction Standards shall satisfy the provisions of this Section 19.3. In lieu of a separate Performance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the City’s bond requirements by posting a single on-going performance bond in an amount approved by City.

Section 19.2 Maintenance Bond. Franchisee shall furnish a two (2) year maintenance bond (“Maintenance Bond”), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 19.3 must be in place prior to City’s release of the bond required by Section 19.3. Compliance with the Maintenance Bond requirement of the City’s current Design and Construction Standards shall satisfy the provisions of this Section 19.3. In lieu of a separate Maintenance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the City’s bond requirements by posting a single on-going maintenance bond in an amount approved by City.

Section 19.3 Franchise Bond. The City Franchisee shall provide the City with a bond in the amount of twenty Thousand Dollars (\$20,000.00) (“Franchise Bond”) running or renewable

for the term of this Franchise, in a form and substance reasonably acceptable to the City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure pursuant to MMC 15.10.270(B), then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by the City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 19.3 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit Medina's recourse to any remedy to which the City is otherwise entitled at law or in equity. Franchisee shall replenish the security fund within 14 calendar days after written notice from the city that there is a deficiency in the amount of the fund.

Section 20. Revocation.

If Franchisee willfully violates or fails to comply with any provision listed in MMC 15.10.320 or any material provisions of this Franchise beyond applicable notice and cure periods as set forth in Section 21, then at the election of the City Council after at least thirty (30) calendar days written notice to Franchisee specifying the alleged violation or failure, the City may revoke all rights conferred and this Franchise may be revoked by the City Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within thirty (30) calendar days after the hearing, the City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the City Council does not grant any additional period, the City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 21. Remedies to Enforce Compliance.

Section 21.1 The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to affect any such waiver.

Section 21.2 If Franchisee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Franchisee under the provisions of this Franchise, the City shall provide Franchisee with written notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) calendar days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) calendar thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, the City may, at its discretion, (1) revoke this Franchise with in accordance with Section 20, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchisee or the Franchise Bond set forth in Section 19.3 until the violation is cured, or (3) pursue other remedies as described in Section 21.1 above. Liquidated damages described in this Section 21.2 shall not be offset against any sums due to the City as a tax or reimbursement pursuant to Section 14.

Section 22. Non-Waiver.

The failure of the City to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be

construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements, or option.

Section 23. City Ordinances and Regulations.

Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction, and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 24. Publication.

The Franchisee shall pay the cost of publication of this Franchise.

Section 25. Acceptance.

The rights and privileges granted pursuant to this Franchise shall not become effective until its terms and conditions are accepted by Franchisee. Acceptance shall be accomplished by Franchisee's submission of a written instrument in the form attached hereto as Exhibit A, executed and sworn to by a corporate officer of the Franchisee before a Notary Public. Acceptance must be filed with the City within thirty (30) days after the effective date of this Ordinance. At the time that acceptance is submitted, Franchisee shall also submit necessary insurance documentation pursuant to Section 17; any Performance Bond, if applicable, pursuant to Section 19.3; and the Franchise Bond required pursuant to Section 19.3. The administrative fees owing pursuant to Section 14.1 are due within thirty (30) days of receipt of invoice from the City.

Section 26. Survival.

All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 12, Section 16, Section 17, Section 18, Section 26, and Section 38 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by

statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 27. Assignment.

Section 27.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prompt written notice is provided to the City within 60 days of the assignment. The above notwithstanding, Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 27.2 below, or for collateral security purposes. Franchisee shall provide prompt, written notice to the City of any such assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 27, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 27.2 Any transactions which singularly or collectively result in a change of 50% or more of the (i) ownership or working control (for example, management of Franchisee or its Telecommunications facilities) of the Franchisee; or (ii) ownership or working control of the Franchisee's Telecommunications facilities within the City; or (iii) control of the capacity or bandwidth of the Franchisee's Telecommunication facilities within the City, shall be considered an assignment or transfer requiring approval by the City pursuant to MMC 15.10.300. Such transactions between affiliated entities are not exempt from notice requirements. The Franchisee shall notify the City any proposed change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) days the following the closing of the transaction.

Section 27.3 Franchisee may, without prior consent from the City: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user interest in the Facilities, or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to

another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from the City, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for City and zip code), Social Security Numbers, Employer Identification Numbers or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable Codes. Franchisee's obligation to remain fully responsible for compliance with the terms under this Section 27.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Section 28. Extension.

If this Franchise expires without renewal, the City may, subject to applicable law:

- (a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or
- (b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 18.

Section 29. Entire Agreement.

This Franchise constitutes the Parties' entire understanding and agreement as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon execution of this Franchise.

Section 30. Eminent Domain.

The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 31. Vacation.

If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The City shall notify the Franchisee in writing not less than sixty (60) calendar days before vacating all or any portion of any such area, in which Franchisee is located. the City may, after sixty (60) calendar days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 32. Notice.

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) calendar days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

CITY OF Medina

FRANCHISEE

Attn: City Manager
501 Evergreen Point Rd
Medina, WA 98039

Attn:

Section 33. Severability.

If any section, sentence, clause or phrase of this Franchise 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 Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, and either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 34. Compliance with All Applicable Laws.

Franchisee agrees to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. Franchisee further expressly acknowledges that following the approval of this Franchise, the City may modify its MMC to address Small Wireless Facility deployment and such MMC modifications shall apply to Franchisee's Facilities, except to the extent of a vested right or right under state or federal law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein. Notwithstanding the foregoing, Franchisee shall not be required to comply with any new ordinances to the extent that they impact existing Facilities to which Franchisee has a vested right in accordance with the vested rights doctrine under Washington case law or as codified at RCW 19.27.095.

Section 35. Amendment.

The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or relating to a City ordinance enacted pursuant to such federal or state statute or regulation; provided that the City provide Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the Parties do not reach agreement as to the terms of the amendment within thirty (30) calendar days of the call for negotiations, the Parties shall submit the issue to non-binding mediation. If such mediation is unsuccessful, the Parties may then submit the issue to a court of competent jurisdiction.

Section 36. Attorneys' Fees.

If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 37. Hazardous Substances.

Franchisee shall not introduce or use any hazardous substances (chemical or waste) in the Right-of-Way, in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials (appointed and elected), employees and agents harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Section 38. Licenses, Fees and Taxes.

Prior to constructing any improvements, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 39. Miscellaneous.

Section 39.1 The City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 39.2 This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

Section 39.3 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 39.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 39.5 Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that Medina is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 39.6 This Franchise may be enforced at both law and equity.

Section 39.7 Franchisee acknowledges that it, and not the City, shall be solely responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold Medina harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or Medina be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, Medina may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's sole expense.

Section 39.8 Any reference to the City's costs that must be paid by Franchisee pursuant to the terms of this Franchise shall mean all actual, reasonable, and documented costs of the City.

Section 39.9 Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as Acts of God or similar event, delays, earthquakes, explosions, fire, floods, lockouts, insurrection, pandemic, riots, strikes of any kind, terrorism, storms, unusual transportation delays, war, washouts, weather (including inclement weather which prevents construction), and acts of the public enemy.

SUMMARY OF ORDINANCE NO. _____ (2022)

City of Medina, Washington

On the _____ day of _____, 2022, the City Council of the City of Medina passed Ordinance No. _____ (2022). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, GRANTING TO T-MOBILE WEST, LLC AND ITS AFFILIATES, SUCCESSORS, AND ASSIGNS THE RIGHT, PRIVILEGE, AUTHORITY FOR A NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MEDINA, WASHINGTON.

The full text of this Ordinance will be mailed upon request.

Aimee Kellerman, CITY CLERK

FILED WITH THE CITY CLERK: _
 PASSED BY THE CITY COUNCIL: _____
 PUBLISHED: _____
 EFFECTIVE DATE: _____
 ORDINANCE NO.: (2022)

EXHIBIT A

STATEMENT OF ACCEPTANCE

T-Mobile West, LLC for itself and its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions, and provisions of the Franchise attached hereto and incorporated herein by this reference.

By: _____

Date: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____, residing at

MY COMMISSION EXPIRES: _____

**MEDINA, WASHINGTON****AGENDA BILL****Monday, July 11, 2022**

Subject: Tree Code Amendments**Category:** Public Hearing**Staff Contact:** Stephanie Keyser, Planning Manager

Summary

In the fall of 2019, the City began receiving complaints from residents regarding the number of trees coming down as a result of new construction. The concern raised was that the tree code, which was last updated in 2015, was not working as originally intended. In 2020, City Council placed a review of the tree code on Planning Commission's work plan with the direction to keep the amendments small and to not reopen the entire code. Planning Commission's tree code recommendation achieves this modest, incremental goal.

Existing Conditions Analysis

To assist their analysis, Planning Commission reviewed the tree permits that had been approved since 2015 and completed a detailed analysis of the existing tree code. The results indicated that: (1) there was a discrepancy in the current code between two sections (Tree Retention Requirements and Minimum Performance Standards for Land Under Development), (2) the code lacked guidance on where trees should be retained and/or replanted, (3) most owners are able to cut down a lot of trees on their properties without having to plant supplemental trees, and (4) the fees associated with the fee-in-lieu option are not creating a disincentive.

In order to address the discrepancies, inconsistencies, and lack of clarity around existing regulations, Planning Commission identified the following topics for consideration:

- the definition of a significant tree
- better legacy tree protection
- the specific tree species that the city requires/encourages
- long-term survival rates and enforcement
- the numerical tree replacement requirement
- the location of trees, both removal and replacements
- making sure the code is simple and flexible

Planning Commission Recommendations

After extensive consideration, the Planning Commission made the following recommendations:

Code Reference	Proposed Change
MMC 16.52.010 Purpose and Intent	Additional statements of intent for the tree code have been added
MMC 16.52.020 General Provisions and Applicability	Clarifies how trees for land under development will be preserved
MMC 16.52.070 Tree Retention Requirements	Repealed
MMC 16.52.080 Legacy and Landmark Tree Protection Measures	A new tree category should be created for trees larger than 50" inches (Landmark Trees), and the threshold for Legacy Trees should be reduced from 50" to 36"
MMC Table 16.52.090(B) Minimum Preservation Standards for Land Under Development	Increase the significant tree density ratio requirement for .35 to .4.
MMC Table 16.52.090(C) Minimum Preservation Standards for Land Under Development	Reduce in the values of the tree credit section by .25
MMC 16.52.100 (C) Supplemental Tree Standards and Priorities) and MMC 16.52.170 Tree Preservation Plan	A locational requirement for the placement of supplemental trees
MMC 16.52.100 (A)(3)(d) Tree Preservation Plan	Additional requirements for larger lots (+20,000 s.f) under development
MMC 16.52.180 (Fee-in-Lieu)	The option of selecting to pay a fee in lieu of replacement or supplemental trees should only be permitted if the city arborist determines there is insufficient area to replant on site. Additionally, the fee should be tied to the most current council of tree and landscaper appraiser guide for plant appraisal so that the City doesn't have to periodically raise the fees

Summary of Proposed Amendments

1. MMC 16.52.010 – Purpose and Intent. The purpose of these amendments is to add a few more declarative statements that recognize the value of trees to the community.
2. MMC 16.52.020 – General Provisions and Applicability. The purpose of these amendments is to clarify how trees on properties that are under development should be considered for preservation.
3. MMC 16.52.070 – Tree Retention Requirements. This section has been repealed.
4. MMC 16.52.080 – Legacy and Landmark Tree Protection Measures. The rationale for these amendments is that it is currently too easy for large, native trees to be removed. Trees are synonymous with Medina and there should be a policy directive that supports and protects them. The proposal lowers the Legacy tree threshold from 50" DBH (current code) to *36" DBH to less than 50" DBH* and creates a third category of tree called Landmark tree which would be *50" DBH and greater*. 36" DBH is already called out in the existing code as the bookend of a new grouping of trees. In the fee-in-lieu section, the contribution rate of replacing an existing significant tree is broken into 3 categories: less than 20" DBH; 20" to less than 36" DBH; 36" DBH and greater. It therefore made sense for 36" DBH to be the beginning of a new Legacy tree category. Both Legacy and Landmark trees have to be a species listed on the Legacy Tree List. For example, a Willow or a Sequoia would not be eligible for this designation but a Douglas Fir would.
5. MMC Table 16.52.090(B) – Minimum Preservation Standards for Land Under Development. This would increase the density ratio (or required tree canopy on site) from 35% to 40%. The rationale for this is that this will on average result in one more tree being required on site.
6. MMC Table 16.52.090(C) – Minimum Preservation Standards for Land Under Development. This would reduce in the values of the tree credit section by .25. The rationale for this is that on average this will result in one more tree needing to be retained to meet the density ratio.
7. MMC 16.52.100 (C) – Supplemental Tree Standards and Priorities and MMC 16.52.170 Tree Preservation Plan. This would establish a priority list of where supplemental trees should be replanted. The rationale for this is that there's no direction in the current code for where to replant supplemental trees.
8. MMC 16.52.100 (A)(3)(d) Tree Preservation Plan. This would establish additional requirements for where trees should be retained on lots that are larger than 20,000 square feet. The rationale for this is that on average, larger lots are able to cut down more trees which can create the appearance of being clear-cut. This would establish criteria for where trees should be saved so that all of the retained trees are not along the back property line.

9. MMC 16.52.180 – Fee-in-Lieu. The purpose of this amendment is to clarify that the option of selecting to pay a fee-in-lieu of supplemental planting should only be permitted if the City’s Arborist determines there is insufficient area to replant on site. Additionally, the fee would be tied to the most current Council of Tree and Landscaper Appraiser Guide for Plant Appraisal.

Planning Commission made two additional recommendations outside of the scope of the tree code:

1. Urban Forestry Manual (UFM) – An Urban Forestry Manual (UFM) is a supplemental guide for a tree code and can be used by homeowners and professionals to help facilitate the planning, design, installation, and maintenance of trees and landscaping. Planning Commission recommends that the City do an Urban Forestry Manual, similar to Clyde Hill’s. It should be noted that this is not the first time Planning Commission has recommended the City do such a guide; a similar recommendation was forwarded to Council in 2014. As this is more of a technical document where the work would be done primarily by a consultant, it is staff’s intention to recommend placing this on the work plan for 2023 or 2024, permitted funds are available.
2. Driveway Standards – Trees and driveways can conflict with each other, yet the code is silent on driveway standards. It is not unheard of for a tree to be removed solely for new construction to be able to create a wider apron or general driveway. This was a point of discussion for Planning Commission but a formal vote on this topic was never made. However, it is staff’s opinion that having some guidance, even if it was only a few sentences, would be beneficial.

Public Process

The City has held two open houses on the tree code proposal. The first was virtual and held on October 14, 2021, and the second was in-person and held on June 30, 2022.

Planning Commission held a public hearing on the tree code proposal on October 19, 2021. Council held a second public hearing on November 8, 2021. On July 11, 2022, Council will hold its second public hearing.

Next Steps

At the conclusion of the third public hearing on July 11th, Council has a number of options:

1. Adopt the code as presented
2. Adopt the code with specific revisions voted on during the meeting
3. Direct staff to make specific amendments to the code and bring those back for Council consideration
4. Direct Planning Commission to review and consider other amendments

Attachment(s) Attachment A – Ordinance 1012
Attachment B – Clean Draft Code
Attachment C – Tree Permit Data August 2015 – July 2021
Attachment D – List of Significant Trees
Attachment E – Permit Analysis from April 27, 2021, Planning Commission Packet: Status Quo vs Reducing Legacy Tree to 36” and increasing those tree units by .25 vs Reducing Legacy Tree to 36” and reducing all units by .25 plus associated tree permits
Attachment F – Proposed Tree Code Change FAQ Visual
Attachment G – Tree Map – Proposed Legacy Trees in Medina Park and Fairweather
Attachment H – Public Comments
Attachment I – Questions and Answers

Budget/Fiscal Impact: N/A

Recommendation: Adopt Ordinance No. 1012.

City Manager Approval: 

Proposed Council Motion: “I move to adopt Ordinance No. 1012.”

Time Estimate: 30 minutes

ORDINANCE NO. 1012**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, AMENDING CHAPTER 16.52 MMC TREE MANAGEMENT CODE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Chapter 35A.63 of the Revised Code of Washington (“RCW”) empowers the City of Medina (“City”) to enact planning and environmental regulations; and

WHEREAS, the Washington State Constitution at article 11, section 11 grants cities the police power authority to protect the public health, safety, and welfare. Pursuant to that authority, a city may regulate the use of property. Cities may regulate property for purposes such as abating nuisances, enforcing building and health codes, zoning and planning, and environmental protection; and

WHEREAS, trees provide important aesthetic, environmental, and economic benefits and are an integral part of the City’s character. These benefits come from significant contributions to stormwater management, public health improvement, energy use reduction, air pollution abatement, and overall quality of life; and

WHEREAS, the planting of trees means improved water quality, which results in less runoff and erosion. This allows more recharging of the ground water supply and wooded areas help prevent the transport of sediment and chemicals into streams; and

WHEREAS, on August 9, 1982, the City adopted Ordinance No. 378 which established regulations governing the removal and trimming of trees in the right-of-way; and

WHEREAS, subsequent amendments to Ordinance No. 378 governing trees and vegetation within the City boundaries have been adopted including Ordinance Nos. 406, 471, 521, 574, 601, 630, 686, 732, 743, 778, 798, 855, 900, 909, and 923; and

WHEREAS, staff implemented the new tree code for several years and found areas in the code to improve upon based on resident feedback, code enforcement, natural environmental concerns, and development constraints; and

WHEREAS, in 2020, the Medina City Council directed the Medina Planning Commission and staff to develop proposed amendments to modify Chapter 16.52 MMC, Tree Management Code, to ensure the protection of urban forestry canopy coverage, and to provide a mechanism to soften the impact of development on the natural environment, while providing mechanisms to ensure responsible development continues; and

WHEREAS, the Planning Commission is responsible for the review of amendments to the City's tree management ordinance, and making modification recommendations; and

WHEREAS, the Planning Commission met monthly over the course of 2021 to discuss the current tree management code and reviewed the list of areas within the code that could be improved upon based upon staff's recommendations. Ultimately, Planning Commission directed staff to prepare a final version of the proposed amendments; and

WHEREAS, on October 3, 2021, City staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A. 106; and

WHEREAS, pursuant to the State Environmental Policy Act ("SEPA") and Chapter 191- 11 Washington Administrative Code ("WAC"), a Determination of Nonsignificance ("DNS") for a non-project action was issued and noticed on September 30, 2021 for the proposed amendments; and

WHEREAS, pursuant to WAC 197-11-340(2), the Department provided a 14-day comment period for the DNS issued on the proposed amendments with an appeal and comment period ending October 14, 2021; and

WHEREAS, a legal notice of public hearing for the proposed amendments was published on June 17, 2021 in the Seattle Times as well as posted on the City's website and at city hall; and

WHEREAS, the Planning Commission met on October 19, 2021 to hold a properly noticed public hearing on the tree management code and voted to recommend approval of the amendments as presented to City Council; and

WHEREAS, the City Council met on November 8, 2021 and July 11, 2022 to hold properly noticed public hearings on the tree management code amendments; and

WHEREAS, the City Council, upon review of the facts and findings and recommendations of the Planning Commission, and after review and information provided by City staff, find that all applicable and substantive requirements of the law have been met, that adoption of this ordinance promotes the public health, safety, and general welfare of the community and the adoption of this ordinance serves the public interest.

NOW, THEREFORE, The City of Council of the City of Medina, Washington, do ordain as follows:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact.

Section 2. Amendments to Chapter 16.52 MMC. Chapter 16.52 MMC, Tree Management Code, is hereby amended as set forth in the attached Exhibit A, which is incorporated herein by this reference.

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or situation, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or situation. The City Council of the City of Medina hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clauses, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 4. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 6. Effective Date. This ordinance shall be in full effect five (5) days after passage and publication, as provided by law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE _____ DAY OF _____, 2022 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THE _____ DAY OF _____, 2022.

Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:

Office of the City Attorney

Aimee Kellerman, City Clerk

PUBLISHED:

EFFECTIVE DATE:
ORDINANCE NO.:

Chapter 16.52

TREE MANAGEMENT CODE

Sections:

- 16.52.010 Purpose and intent.
~~16.52.020~~ General provisions and applicability.
 16.52.0230 Applicability of the tree management code.
 16.52.0340 Exemptions.
 16.52.0450 Using this chapter.
 16.52.0560 Designation of significant tree species.
 16.52.0670 Designation of land under development.
~~16.52.070~~ Tree retention requirements. Repealed.
 16.52.080 Legacy and Landmark tree protection measures.
 16.52.090 Minimum ~~performance~~ preservation standards for land under development.
 16.52.100 ~~Off-site tree planting~~ Supplemental tree standards and priorities.
 16.52.110 Minimum restoration standards for land not under development.
 16.52.120 Hazard tree risk assessment.
 16.52.130 Nuisance tree.
 16.52.140 City arborist established.
 16.52.150 Notice of tree removal involving no construction.
 16.52.160 Tree activity permits.
 16.52.170 Tree ~~removal and planting~~ preservation plan.
~~16.52.180~~ Fee-in-lieu of supplemental plantings.
 16.52.1890 Tree protection measures during construction.
 16.52.12900 City tree removals.
 16.52.2010 Minimum street tree standards.
 16.52.2120 Owner responsibility within city rights-of-way.
 16.52.2230 Liability.
 16.52.2340 Other general provisions.

16.52.010 Purpose and intent.

A. The purpose of the tree management code is to preserve the existing sylvan appearance through long-term ~~retention~~ preservation and planting of trees that contribute to the community's distinct features including proximity to the lakeshore, views, heavily landscaped streetscapes, and large tracts of public and private open spaces. The city recognizes that trees:

1. Contribute to the residential character of Medina;
2. Provide a public health benefit;
3. Provide wind protection, ecological benefits to wetlands and watercourses, and aid in the stabilization of geologically hazardous areas;
4. Improve surface water quality and control and benefit Lake Washington; and
5. Reduce noise and air pollution.

B. The intent of this chapter is to establish regulations and standards that:

1. Protect and preserve the existing tree canopy;
2. Provide homeowners flexible standards that encourage the preservation of trees while recognizing the importance of having access to sunlight and views;
3. Recognize through the standards in this chapter that certain factors may require the removal or pruning of certain trees due to circumstances such as disease, danger of falling, proximity to structures and improvements, interference with utility services, protection of view and sunlight, and the reasonable enjoyment of property;
4. Encourage best practices for the planting and managing of trees appropriately to minimize hazards, nuisances, and maintenance costs while allowing access to sunlight and views;
5. Prevent the indiscriminate removal or destruction of trees except as provided for in accordance with this chapter;
6. Promote building and site planning practices consistent with the purpose and intent of this chapter;
7. Ensure prompt development, restoration, replanting and effective erosion control of property after tree removal with landscape plans and other reasonable controls; and
8. Foster public education on the local urban forestry program and encourage good tree management consistent with this chapter.

16.52.020 General provisions and applicability:

Where land is designated as under development pursuant to MMC 16.52.090, the preservation of healthy trees shall be considered in accordance with the following guidance:

1. Tree preservation shall be included as a primary step in site planning and shall be achieved by meeting the minimum required tree units established in Table 16.52.090(B).
2. Site design strategies and specific development site areas demonstrating preservation of significant trees shall be presented at the pre-application meeting with the city.
3. A tree preservation plan shall be required that demonstrates the objectives outlined in MMC 16.52.170.
4. Any applicable grading plans, pursuant to MMC Chapter 16.43, shall be developed to avoid significant alteration to the grades around preserved trees.
5. Multiple applications of the tree ~~retention~~ preservation requirements in this ~~section~~ chapter over a 10-year period shall not cause the number and size of trees required to be

retained to be reduced below the number and size of trees required to be retained with the first application.

6. When calculating ~~retention requirements~~ tree preservation requirements, trees excluded from ~~retention~~ preservation requirements shall not be included in the calculation.
7. For the purpose of calculating tree density requirements, critical areas and their associated buffers shall be excluded from the lot area used for calculation (example: a 16,000 square foot lot has a stream on site that encompasses 1,500 square feet including the stream buffer. The lot area used for tree density calculation would be 14,500 square feet (16,000 – 1,500 = 14,500) provided:
 - a. Critical areas shall be limited to wetlands, streams, geologically hazardous areas, conservation easements, and their associated buffers as described in MMC Chapters 16.50 and 16.67; and
 - b. Removal of any vegetation or woody debris, including trees, from a critical area is subject to the regulations in MMC Chapters 16.50 and 16.67.
8. All of the following shall be excluded from the requirements of this ~~section~~ chapter:
 - a. Hazard trees designated pursuant to MMC 16.52.120;
 - b. Nuisance trees designated pursuant to MMC 16.52.130 and where, if applicable, re-development does not remedy the conditions causing the nuisance;
 - c. Those significant trees having less than a ~~36~~ 24-inch diameter breast height size and located within the footprint of the principal building on the lot.

16.52.02~~30~~30 Applicability of the tree management code.

A. No person or their representative, directly or indirectly, shall remove or destroy trees located on private property or public property within the jurisdictional boundaries of the city except as provided for in accordance with this chapter.

B. Additional tree management requirements are set forth in the Medina shoreline master program as provided in MMC 16.66.050.

16.52.03~~40~~40 Exemptions.

The following are exempt from the requirements in this chapter:

A. Trees less than six inches diameter breast height unless the tree is used to satisfy a requirement of this chapter;

B. Normal and routine trimming and pruning operations and maintenance of trees and vegetation on private property following the most current ANSI standards;

C. Emergency tree removal or hazard pruning for any tree that poses an imminent threat to life or property provided:

1. The city is notified within seven days after the emergency tree removal or hazard pruning takes place and evidence is provided of the imminent threat supporting the emergency tree removal; and
2. If evidence of the imminent threat is not provided, or the director determines the evidence does not warrant an emergency tree removal, the director may require the responsible person to obtain a permit as prescribed by this chapter and require compliance with the requirements of this chapter;

D. Trimming and pruning operations and maintenance of trees and vegetation following the most current ANSI standards or removal of trees performed by the city or a contractor contracted by the city within a public right-of-way or city-owned parkland;

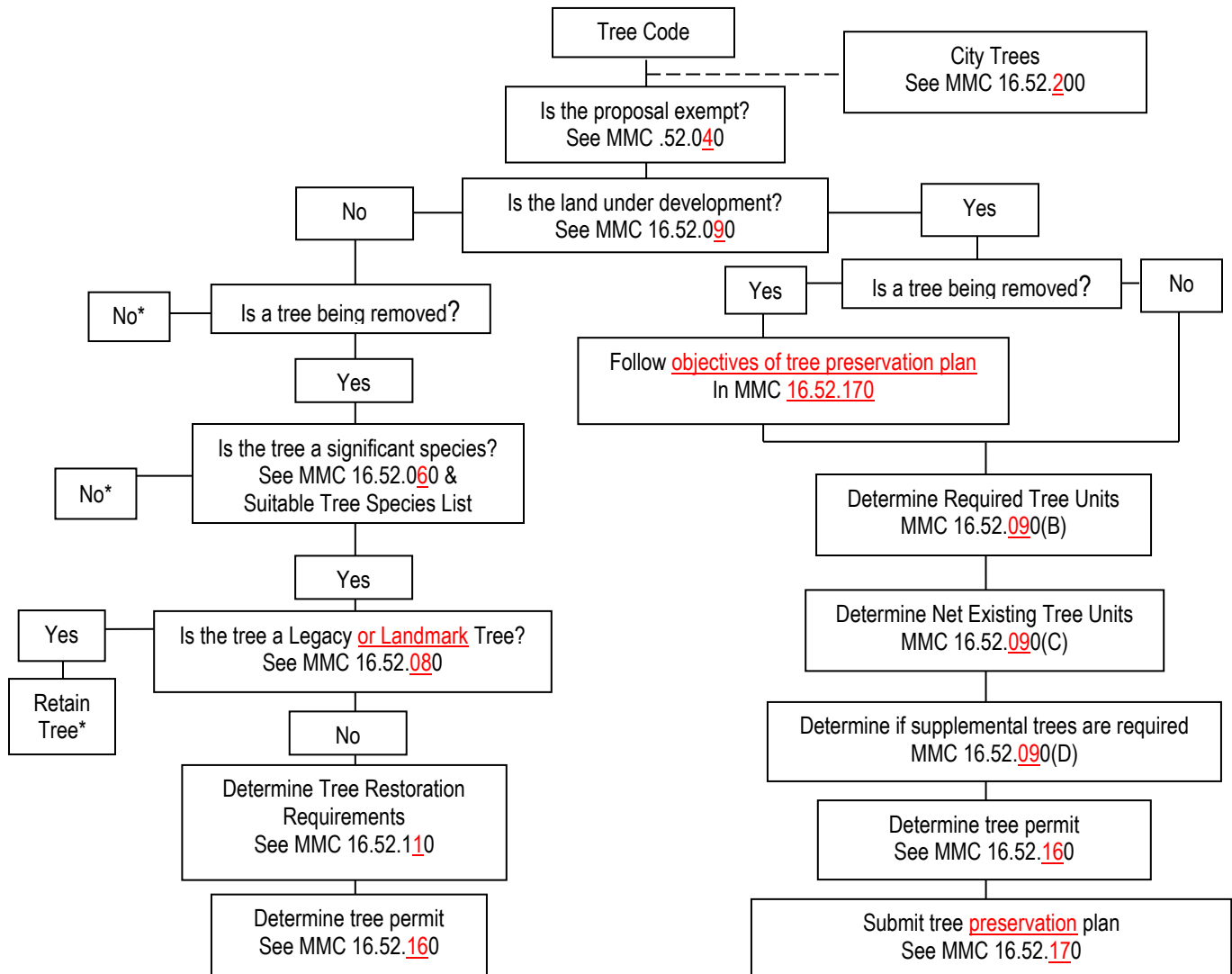
E. Removal of trees and vegetation management by the city or an agency under contract with the city for purposes of installing and maintaining fire hydrants, water meters, pumping stations, or similar utilities; or

F. The removal of a dead tree where the director pre-determines that the tree died from naturally occurring causes.

16.52.0450 Using this chapter.

This chapter prescribes the requirements for tree ~~retention~~ preservation and planting on lands undergoing development, and the requirements for removal of significant trees on private and public lands. Diagram 16.52.0450 offers a user's guide that outlines the general process for applying the provisions of this chapter.

Diagram 16.52.0450



* Denotes no further action required.

16.52.0560 Designation of significant tree species.

A. A list of suitable tree species consisting of coniferous and deciduous trees is set forth in the document entitled “City of Medina List of Suitable Tree Species,” adopted by Ordinance No. 923 and on file with the city for the purpose of establishing significant tree species on private property, public property, and city rights-of-way; and tree species that are eligible for credits in this chapter.

B. The director shall maintain the “City of Medina List of Suitable Tree Species” document at Medina City Hall and may administratively modify the list consistent with the following criteria:

1. The designation of coniferous trees should include all species excluding tree species known to have invasive root structures and to be fast growing such as Leyland cypress and should also exclude trees planted, clipped or sheared to be used as a hedge;
2. The designation of deciduous trees should include those suitable to United States Department of Agriculture Plant Hardiness Zones 8 and 9, excluding those trees with crown diameter of 10 feet or less at maturity;
3. Plantings of the following tree species within the city's rights-of-way shall be prohibited: London plane, quaking aspen, Lombardy poplar, bolleana poplar, cottonwood, and bigleaf maple.

C. The director shall submit proposals to modify the "City of Medina List of Suitable Tree Species" to the city council for their consideration. The city council may approve, modify or deny the proposed modifications. The city council may also decline to take action on the proposed modifications, in which case the modifications shall be incorporated into the list and take effect five days after the date the city council declines to take action.

D. The "City of Medina List of Suitable Tree Species" is used in conjunction with the definition of significant tree set forth in MMC 16.12.200 to denote the term significant tree as used in this chapter.

16.52.0670 Designation of land under development.

Land is designated as under development for purposes of this chapter if one or more of the following conditions is present:

A. Any development activity requiring a building permit where:

1. Construction of a dwelling having a gross floor area of 2,500 square feet or more;
2. Construction of accessory buildings on property containing a residential use, or supporting a residential use, where the total gross floor area of all accessory buildings on the lot is 1,000 square feet or more;
3. Any building constructed to be occupied principally by a nonresidential use where the gross floor area of the building is 1,000 square feet or more;
4. Any series of exterior alterations, modifications or additions that over a four-consecutive-year period increases the total building footprint on a lot by more than 500 square feet or 15 percent, whichever is larger;
5. Construction of any structures, including but not limited to driveways, decks, patios, and walkways, that over a four-consecutive-year period increases the impervious surface on the lot by a total of 2,000 square feet or more;
6. Grading that over a four-consecutive-year period totals 2,000 cubic yards or more.

B. Any development activity requiring a building permit, a right-of-way permit, and/or a land use or shoreline permit where:

1. One or more significant trees are removed, with at least one tree having a 10-inch diameter breast height or larger size; or
2. Four or more significant trees are removed, provided each has less than a 10-inch diameter breast height size; and
3. The criteria in subsections (B)(1) and (2) of this section shall include the following trees:
 - a. Significant trees removed within two years prior to the submittal of an application for such permits; or
 - b. Significant trees removed within two years after such permits are finalized by the city and the project completed.

C. Clearing or grubbing of land that:

1. Is located outside of city rights-of-way;
2. Requires no permits, except for a tree permit; and
3. Removes four or more significant trees, with at least four trees having a 10-inch diameter breast height or larger size, over a four-consecutive-year period.

D. The counting of removed trees under subsections (B) and (C) of this section shall not include those trees designated as a hazard or nuisance tree pursuant to MMC 16.52.120 and 16.52.130, respectively.

~~16.52.070 Tree retention requirements Repealed.~~

~~A. Where land is designated as under development pursuant to MMC 20.52.100, trees within the boundaries of the lot (retention of trees in the city right-of-way are governed by MMC 20.52.400) shall be retained in accordance with any one of the following:~~

- ~~1. Preserve at least 50 percent of the existing trees that are:

 - a. Six inches diameter breast height and larger; and
 - b. Of a native species eligible for credit on private property as set forth in the “City of Medina List of Suitable Tree Species”; or~~
- ~~2. Preserve at least 40 percent of the existing trees that are:

 - a. Six inches diameter breast height and larger with at least half of those required to be retained each having 10 inches diameter breast height or larger size; and
 - b. Of a native species eligible for credit on private property as set forth in the “City of Medina List of Suitable Tree Species”; or~~
- ~~3. Preserve at least 35 percent of the existing trees that are:

 - a. Six inches diameter breast height and larger with at least half of those required to be retained meeting the following:~~

- ~~i. All shall have a diameter breast height size of 10 inches or larger; and~~
- ~~ii. Forty percent shall have a diameter breast height size of 24 inches or larger; and~~
- ~~b. Of a native species eligible for credit on private property as set forth in the “City of Medina List of Suitable Tree Species”; or~~
- ~~4. Preserve at least 25 percent of the existing trees that are:~~
 - ~~a. Six inches diameter breast height and larger with at least 75 percent of those required to be retained each having 24 inches diameter breast height or larger size; and~~
 - ~~b. Of a native species eligible for credit on private property as set forth in the “City of Medina List of Suitable Tree Species.”~~
- ~~B. All fractions in subsection (A) of this section shall be rounded up to the next whole number.~~
- ~~C. The requirement for tree retention under subsection (A) of this section shall not exceed the trees necessary to meet the required tree units set forth in MMC 20.52.130.~~
- ~~D. Multiple applications of the tree retention requirements in this section over a 10-year period shall not cause the number and size of trees required to be retained to be reduced below the number and size of trees required to be retained with the first application.~~
- ~~E. When calculating retention requirements, trees excluded from retention requirements shall not be included in the calculation.~~
- ~~F. All of the following shall be excluded from the requirements of this section:~~
 - ~~1. Hazard trees designated pursuant to MMC 20.52.200;~~
 - ~~2. Nuisance trees designated pursuant to MMC 20.52.210 and where, if applicable, re-development does not remedy the conditions causing the nuisance;~~
 - ~~3. Those significant trees having less than a 36-inch diameter breast height size and located within the footprint of the principal building on the lot.~~

16.52.080 Legacy and Landmark tree protection measures.

This section applies to trees designated as Legacy and Landmark trees, which are native trees that because of their age, size and condition are recognized as having exceptional outstanding value in contributing to the character of the community. Legacy and Landmark trees within the shoreline jurisdiction are regulated in MMC 16.66.050.

A. A Legacy or Landmark tree ~~meeting all of the following criteria~~ shall be designated as a legacy tree by meeting the following criteria:

1. Legacy tree:

- ~~1a.~~ The tree species is denoted as a legacy tree on the “City of Medina List of Suitable Tree Species”; and

~~2b.~~ The diameter breast height of the tree is ~~50~~ 36 inches or larger but less than 50 inches; and

~~3c.~~ The city arborist determines the tree to be healthy with a likelihood of surviving more than 10 years based on assumptions that:

~~ai.~~ The tree is properly cared for; and

~~bii.~~ The risk of the tree declining or becoming a nuisance is unenhanced by any proposed development; ~~and.~~

2. Landmark tree:

a. The tree species is denoted as a legacy tree on the “City of Medina List of Suitable Tree Species”; and

b. The diameter breast height of the tree is 50 inches or larger; and

c. The city arborist determines the tree to be healthy with a likelihood of surviving more than 10 years based on assumptions that:

i. The tree is properly cared for; and

ii. The risk of the tree declining or becoming a nuisance is unenhanced by any proposed development.

~~4. The tree is not:~~

~~a. A hazard tree pursuant to MMC 20.52.200; or~~

~~b. A nuisance tree pursuant to MMC 20.52.210; excluding those trees where, if applicable and feasible, redevelopment can remedy the conditions causing the nuisance; or~~

~~c. Located within the footprint of the principal building on the lot, excluding those trees where alternative design of the building is feasible in retaining the tree.~~

B. Legacy and Landmark trees shall be preserved and retained unless replacement trees are planted in accordance with the following:

1. Legacy tree:

~~1a.~~ The quantity of replacement trees is calculated by multiplying the diameter breast height of ~~the each~~ subject ~~H~~ legacy tree ~~by 50 percent~~ the required percentage standards in Table 16.52.080(B) to establish the number of replacement inches; and

~~2. Where more than one legacy tree is removed, the replacement inches for each legacy tree being removed shall be added together to produce a total number of tree replacement inches; and~~

b. All fractions of this section shall be rounded up to the next whole number.

3. The total number of replacement trees is determined by the total caliper inches of the replacement trees equaling or exceeding the required tree replacement inches established in subsections (B)(1) and (2) of this section.

Table 16.52.080(B) Legacy Tree Replacement Requirements

<u>Square Footage of the Lot Area</u>	<u>Required number of replacement inches</u>
<u>Less than 10,001</u>	<u>10% removed DBH</u>
<u>From 10,001 to 13,000</u>	<u>15% removed DBH</u>
<u>From 13,001 to 15,000</u>	<u>25% removed DBH</u>
<u>From 15,001 to 20,000</u>	<u>35% removed DBH</u>
<u>Greater than 20,000</u>	<u>50% removed DBH</u>

The following example illustrates how to calculate legacy tree replacement units on a lot that is less than 10,001 square feet:

Lot size: 8,120 sq. ft.

Required tree units: $8,120 / 1,000 \times 0.4$ (tree density ratio) = 3.2 (rounded up to the next whole number) = 4

Total existing tree units on site: 6.5 units

Eight 10-inch DBH trees – 4 units (.5 units per tree)

Two 24-inch DBH trees - 1.5 units (.75 units per tree)

One 44-inch DBH Tree – 1 unit (1 unit per tree)

Total tree units removed: 3

Four 10-inch DBH trees = 2 units removed

One 44-inch DBH tree = 1 unit removed

Net tree units: 3.5

Supplemental Units Required: Yes (4 required tree units – 3.5 net tree units) = .5 or 1 tree

Legacy Tree Removed: Yes – One 44-inch DHB tree

Legacy Tree Supplemental Units: $10\% \times 44 = 4.4$ (rounded up to the next whole number) = 5 Legacy replacement inches

Landmark Tree Removed: No

Total supplemental Requirements = 1 tree plus 5 inches = 4 2-inch trees

2. Landmark tree:

- a. The quantity of replacement inches is calculated by multiplying the diameter breast height of each subject Landmark tree by 100 percent to establish the minimum number of replacement inches; and

b. All fractions of this section shall be rounded up to the next whole number.

C. In lieu of planting the replacement trees prescribed in subsection (B) of this section, an applicant may satisfy the tree replacement requirements by: meeting the criteria set forth in MMC 16.52.180.

1. Planting at least three replacement trees; and
2. Contributing to the Medina tree fund at a rate of \$400.00 per each replacement inch not accounted for in the planting of replacement trees; and
3. The sum of the tree replacement inches accounted for by contributing to the Medina tree fund and the total caliper inches of the replacement trees planted shall not be less than the total replacement inches calculated in subsection (B) of this section.

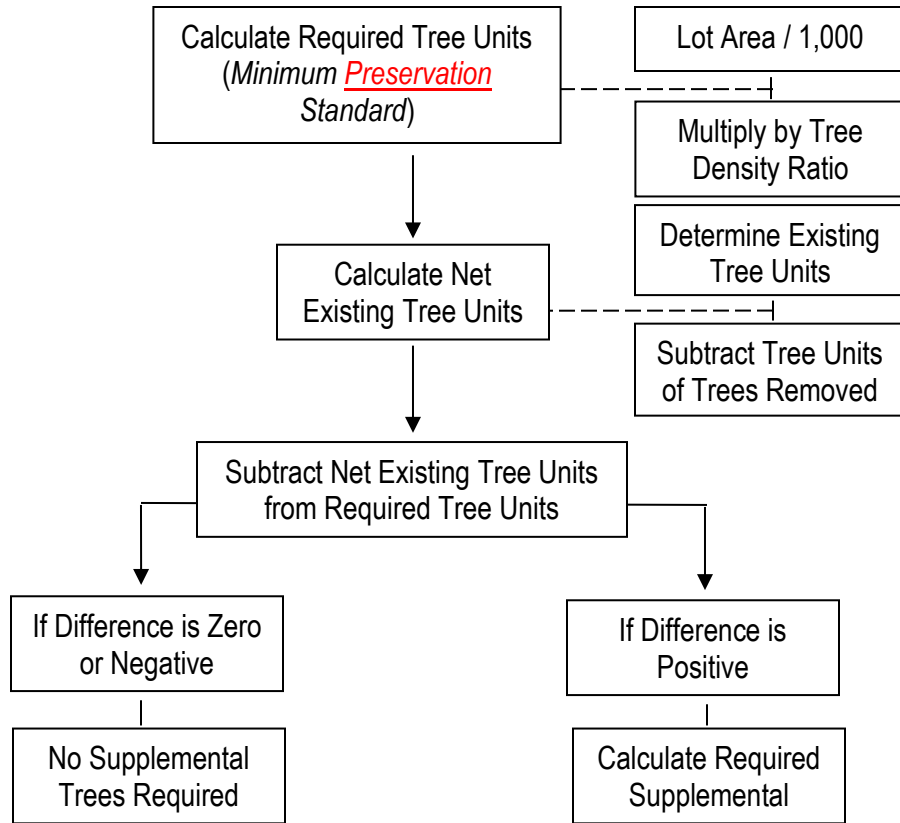
D. Other Provisions.

1. Each replacement tree shall meet the standards prescribed in MMC 16.52.090 ~~(D)(4)(a) through (d) and (g)~~;
2. The tree replacement requirements set forth in subsections (B) and (C) of this section shall apply to the removal of ~~a~~ Legacy and Landmark trees in lieu of and in addition to requirements for removing nonlegacy trees;
3. The tree replacement requirements set forth in this section for a Legacy and Landmark tree shall not be used to satisfy requirements for removing nonlegacy trees or a pre-existing tree unit gap;
4. If the minimum performance preservation standards in MMC 16.52.090 are used, and if supplemental tree units are required, the tree replacement requirements set forth in subsections (B) and (C) of this section shall together count as one supplemental tree unit;
5. Off-site tree planting as described in MMC 16.52.100 ~~(A), (B), (C)(2), and (E)~~ are acceptable alternatives to on-site replacement tree planting provided the director or designee approves of the off-site location in writing.

16.52.090 Minimum performance preservation standards for land under development.

A. The requirements and procedures set forth in this section shall apply to lands that are designated as under development pursuant to MMC 16.52.0670. Figure 16.52.090 outlines the primary steps prescribed by this section in establishing requirements and determining compliance with this chapter.

Figure 16.52.090 Tree Performance Preservation Process



B. Lots with land under development shall contain a sufficient number of significant trees to meet the minimum required tree units established by the following procedures:

1. The lot area is divided by 1,000 square feet; and
2. The quotient is multiplied by the corresponding tree density ratio applicable to the lot as set forth in Table 16.52.090(B); and
3. The resulting product is rounded up to the next whole number to establish the minimum number of required tree units.

Table 16.52.090(B) Tree Density Ratio

Zoning District	Category of Land Use	Tree Density Ratio
R-16, R-20, R-30 & SR-30	Residential	0. <u>3540</u>
	Golf Course	0.15
	Nonresidential other than specifically listed	0.25
Public	Schools	0.15

Zoning District	Category of Land Use	Tree Density Ratio
	Parks	0.42
	Residential	0. 35 <u>40</u>
	Nonresidential other than specifically listed	0.25
N-A	All	0.25
State Highway	All	0.12

C. To determine compliance with the required tree units applicable to the lot, apply the following procedures:

1. Inventory all existing significant trees on the subject lot; and
2. Assign a tree unit to each significant tree using the corresponding tree unit set forth in Table 16.52.090(C); and
3. Add the tree units together to compute the total existing tree units and subtract the tree units of those significant trees removed to determine the net existing tree units (do not round fractions); and
4. Subtract the net existing tree units from the required tree units determined in this subsection (C) to establish:
 - a. If the net existing tree units equal or exceed the required tree units then no supplemental trees are required; or
 - b. If the net existing tree units are less than the required tree units then supplemental trees are required pursuant to subsection (D) of this section.

Table 16.52.090(C) Existing Tree Unit

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0. 75
	Greater than 10 inches	<u>0.75</u>
Coniferous	6 to 10 inches	0. 75
	Greater than 10 inches, but less than 50 <u>36</u> inches	<u>0.75</u>
	50 <u>36</u> inches and greater	<u>1.0</u>

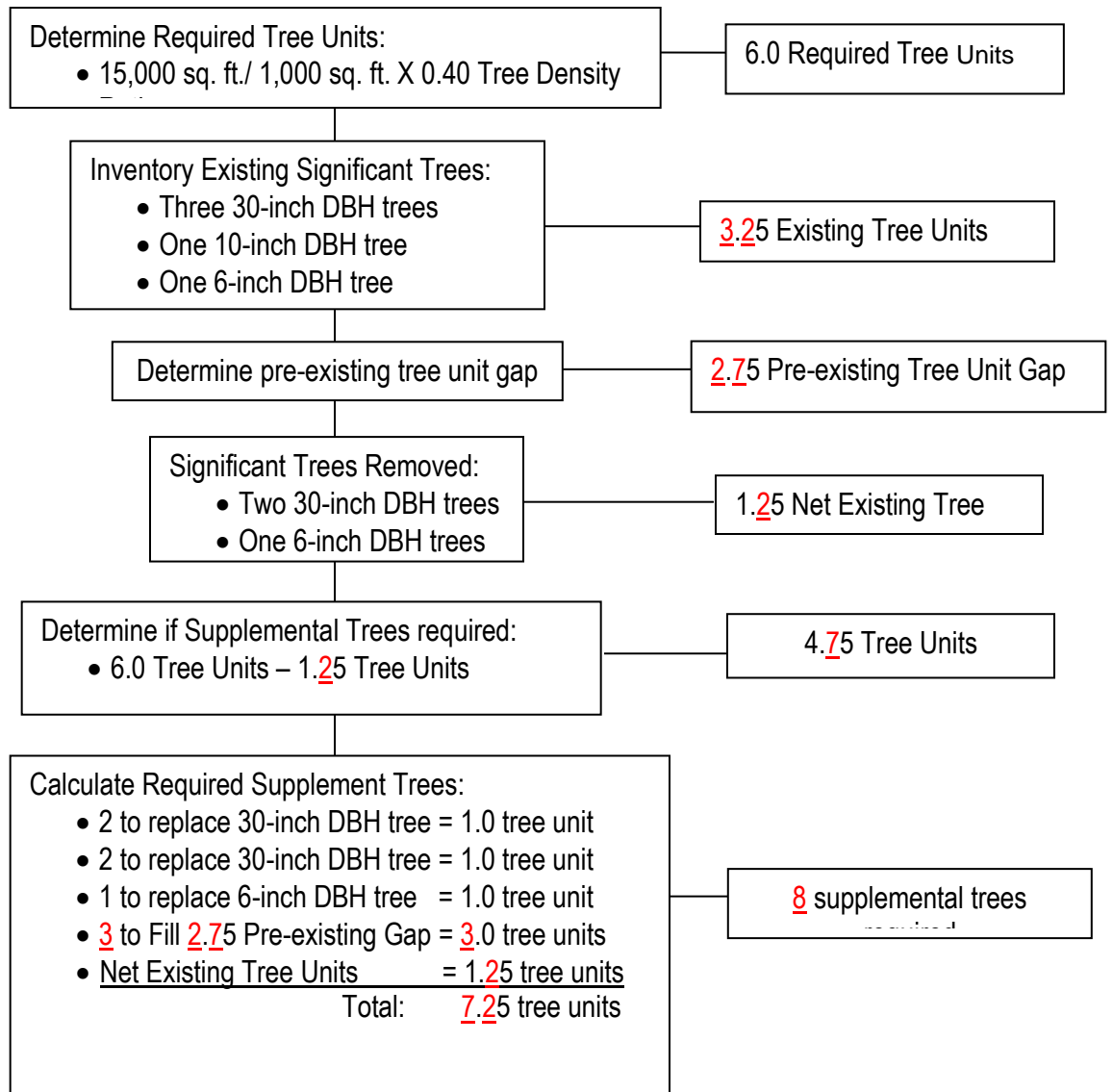
D. If supplemental trees are required, the quantity of trees is determined by applying the following procedures:

1. Determine if a pre-existing tree unit gap exists by subtracting the total existing tree units from the required tree units:
 - a. If the difference is less than zero round to zero;
 - b. A difference of zero means no pre-existing tree unit gap is present;
 - c. If the difference is greater than zero, the difference is the pre-existing tree unit gap;
2. To calculate the quantity of supplemental trees required, apply the provisions in subsection (D)(3) of this section first to those supplemental trees replacing an existing significant tree starting in order with the largest tree to the smallest tree, and then, if applicable, apply subsection (D)(3) of this section to those filling a pre-existing tree unit gap;
3. The quantity of supplemental trees is determined by:
 - a. Assigning a tree unit to each supplemental tree using Table 16.52.090(D);
 - b. Two supplemental trees shall be required for replacing each existing significant tree having a diameter breast height of 24 inches and larger subject to the limitation in subsection (D)(3)(d) of this section, and consistent with subsection (D)(2) of this section these shall be counted first;
 - c. The quantity of supplemental trees shall be of a sufficient number that their total assigned tree units added to the net existing tree units shall equal or exceed the minimum required tree units established in subsection (B) of this section; and
 - d. Supplemental trees in excess of those needed to meet the minimum required tree units shall not be required.
 - e. See Diagram 16.52.090 for an example of calculating supplemental trees.

Table 16.52.090(D) Supplemental Tree Unit

Purpose of Supplemental Tree	Diameter Breast Height of Removed Tree	Tree Unit for Supplemental Trees
Replace an existing significant tree	6 inches to less than 24 inches	1.0
	24 inches and larger	0.5
Fill a pre-existing tree unit gap	Not applicable	1.0

Diagram 16.52.090 Example Calculating Supplemental Trees



4. ~~Minimum Development Standards Applicable to All Supplemental Trees:~~

~~a. To be eligible as a supplemental tree, the tree species must be selected from the appropriate list set forth in the “City of Medina List of Suitable Tree Species” established in MMC 20.52.050;~~

~~b. Trees shall be planted on the subject lot;~~

~~c. Each supplemental tree shall have a minimum caliper of two inches or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city;~~

~~d. Trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity;~~

~~e. Existing trees within the boundaries of the lot having less than six inches diameter breast height may count as supplemental trees provided the tree meets all other requirements applicable to a supplemental tree;~~

~~f. Supplemental trees replacing existing significant trees shall have at least one tree be of the same plant division (coniferous or deciduous) as the significant tree it is replacing; and~~

~~g. The owner of the subject lot shall take necessary measures to ensure that supplemental trees remain healthy and viable for at least five years after inspection by the city and the owner shall be responsible for replacing any supplemental trees that do not remain healthy and viable for the five years after inspection by the city.~~

~~E. All trees used to satisfy the supplemental tree requirements of this chapter shall be included as a significant tree for purposes of this chapter.~~

~~F. In lieu of the supplemental tree requirements prescribed by this section, an owner may satisfy the requirements for supplemental trees by meeting the requirements for off site tree planting set forth in MMC 20.52.140.~~

16.52.100 Off-site tree planting Supplemental tree standards and priorities.

~~A. Where this chapter authorizes off site tree plantings, an owner may use the provisions of this section to satisfy requirements for planting trees on site.~~

~~B. Except where contribution to the Medina tree fund is used in lieu of planting required trees, application of this section shall not result in planting trees below the minimum requirements for on-site plantings.~~

~~C. An owner may plant required trees at an off-site location provided all of the following are satisfied:~~

~~1. The off-site location is within the boundaries of the city including:~~

~~a. Private property with the written consent of the owner of the off-site location;~~

~~b. City property with the written approval of the director;~~

~~c. Other public property with the written consent of the entity with jurisdiction over the off-site location;~~

~~2. Existing trees at the off-site location shall not be included as satisfying tree planting requirements;~~

~~3. Trees planted off site in lieu of on-site requirements shall not be counted as an existing tree on the property where the off-site tree is located;~~

~~4. Trees planted off site in lieu of on-site requirements shall meet development standards including:~~

- ~~a. Having a minimum caliper of two inches or, if the tree is coniferous, having a minimum height of six feet at the time of final inspection by the city;~~
- ~~b. If applicable, having at least one tree of the same plant division (coniferous or deciduous) as the significant tree it is replacing;~~
- ~~c. The owner of the off-site property shall take necessary measures to make certain that the trees planted to satisfy the requirements of this chapter remain healthy and viable for at least five years after inspection by the city, and the owner shall be responsible for replacing any subject trees that do not remain healthy and viable for the five years after inspection by the city.~~

~~D. In lieu of planting trees, an owner may contribute to the Medina tree fund provided the following are satisfied:~~

- ~~1. When the contribution is for replacing an existing significant tree, payment is at a rate of:

 - ~~a. Two hundred dollars per each diameter breast height inch of the significant tree where the tree removed has less than a 20-inch diameter breast height size;~~
 - ~~b. Two hundred fifty dollars per each diameter breast height inch of the significant tree where the tree removed has at least a 20-inch diameter breast height, but less than 36-inch diameter breast height size;~~
 - ~~c. Four hundred dollars per each diameter breast height inch of the significant tree where the tree removed has at least a 36-inch diameter breast height or larger size;~~~~
- ~~2. When the contribution is for required tree plantings used to satisfy the pre-existing tree unit gap determined in MMC 20.52.130(D)(1), payment shall be at a rate of \$1,700 per required tree not planted.~~

~~E. An owner may select to apply a combination of planting trees on-site, off-site and/or contributing to the Medina tree fund provided:~~

- ~~1. The combination is consistent with the provisions of this chapter; and~~
- ~~2. The combination results shall be equivalent to or greater than the minimum requirements for on-site plantings.~~

~~F. Consistent with the authority granted in MMC 20.10.040, the director may establish additional administrative rules as necessary relating to the care and maintenance of off-site trees.~~

A. To be eligible as a supplemental tree, the tree species must be selected from the appropriate list set forth in the “City of Medina List of Suitable Tree Species” established in MMC 16.52.060 and shall meet the following general requirements:

- 1. Each supplemental tree shall have a minimum caliper of two inches, or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city;

2. Trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity;

3. Existing trees within the boundaries of the lot having less than six inches diameter breast height may count as supplemental trees provided the tree meets all other requirements applicable to a supplemental tree;

4. Supplemental trees replacing existing significant trees shall have at least one tree be of the same plant division (coniferous or deciduous) as the significant tree it is replacing; and

5. The owner of the subject lot shall take necessary measures to ensure that supplemental trees remain healthy and viable for at least five years after inspection by the city and the owner shall be responsible for replacing any supplemental trees that do not remain healthy and viable for the five years after inspection by the city.

B. All trees used to satisfy the supplemental tree requirements of this chapter shall be included as a significant tree for the purpose of this chapter.

C. Where supplemental trees are required pursuant to MMC 16.52.090(D), the trees shall be planted in the following order of priority from most important to least important:

1. On-site and adjacent right-of-way:

a. Adjacent to or within critical areas and their associated buffers as defined in MMC Chapters 16.50 and 16.67;

b. Outside of critical areas and their associated buffers adjacent to other preserved trees making up a grove or stand of trees;

c. Adjacent to a low impact development (LID) stormwater facility;

d. Outside of critical areas and their associated buffers but within the front yard setback;

d. Outside of critical areas and their associated buffers;

e. Off-site in adjacent right-of-way where explicitly authorized by the city.

2. Off-site. An owner may elect to plant the required trees off-site upon written request, and approval from the City. Except where contribution to the Medina tree fund is used in lieu of planting required trees, application of this section shall not result in planting trees below the minimum requirements for on-site plantings. Off-site locations include:

a. City-owned properties;

b. Street rights-of-way not immediately adjacent to the property;

c. Private property with the written consent of the owner of the off-site location;

d. Other public property with the written consent of the entity with jurisdiction over the off-site location;

e. Any other property determined appropriate by the director.

3. Fee-in-Lieu. If the director or designee determines there is insufficient area to replant on-site or within the adjacent public right-of-way, the director or designee may authorize payment of a fee-in-lieu in accordance with MMC. 16.52.180.

D. An owner may elect a combination of planting trees on site, off site and/or fee-in-lieu upon written request, and approval by the City, provided:

1. The combination is consistent with the provisions of this chapter; and

2. The combination results shall be equivalent to or greater than the minimum requirements for on-site plantings.

E. Consistent with the authority granted in MMC 16.10.040, the director may establish additional administrative rules as necessary relating to the care and maintenance of off-site trees.

F. Existing trees at the off-site location shall not be included as satisfying tree planting requirements.

G. Trees planted off-site in lieu of on-site requirements shall not be counted as existing trees on the property where the off-site tree is located.

16.52.110 Minimum restoration standards for land not under development.

A. The requirements set forth in this section apply to tree removals on lots not meeting the criteria for land under development set forth in MMC 16.52.0670.

B. Removal of significant trees on a lot, including hazard and nuisance trees, is authorized only if the restoration requirements in Table 16.52.110 are satisfied, or if the property meets the requirements prescribed in subsection (K) of this section.

Table 16.52.110 Tree Restoration Standards

	Diameter Breast Height of Removed Tree	Restoration Requirements
Each Significant Tree	6 to 10 inches	Plant one tree
	Greater than 10 inches, but less than 24 inches	Plant two trees
	24 inches and larger	Plant three trees
	Legacy <u>or Landmark</u> trees	See MMC 16.52.080
	Hazard trees – 10 inches and larger	Plant one tree

C. To be eligible as a restoration tree, the tree species must be selected from the appropriate list in the “City of Medina List of Suitable Tree Species” established in MMC 16.52.0560.

D. Restoration trees shall be planted within the boundaries of the lot, except as authorized pursuant to subsection (J) of this section.

E. Restoration trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity.

F. Each restoration tree shall have a minimum caliper of two inches or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city.

G. Existing trees on site having less than six inches diameter breast height may be included as restoration trees provided:

1. The subject tree is located within the boundaries of the lot; and
2. The subject tree meets all of the other requirements applicable to restoration trees.

H. The owner of the subject lot shall take necessary measures to make certain that restoration trees remain healthy and viable for at least five years after inspection by the city and the owner shall be responsible for replacing any restoration trees that do not remain healthy and viable for the five years after inspection by the city.

I. All trees used to satisfy the restoration requirements of this chapter shall be included as a significant tree for purposes of this chapter.

J. In lieu of the tree restoration requirements prescribed by this section, an owner may satisfy the requirements for restoration trees by meeting the requirements for off-site tree planting set forth in MMC 16.52.100.

K. The restoration requirements in Table 16.52.110 for removing significant trees shall be waived if the following criteria are satisfied:

1. The subject lot contains a sufficient number of significant trees to meet the **performance preservation** standard for required trees established in MMC 16.52.090; and
2. The owner demonstrates that removal of the significant tree, including hazard and nuisance trees, will not result in a failure to meet the **performance preservation** standards for required trees established in MMC 16.52.090.

16.52.120 Hazard tree risk assessment.

A. Hazard trees are trees assessed by the city arborist as having a high to extreme risk rating using the International Society of Arborists Tree Risk Assessment Qualification (TRAQ) method in its most current form.

B. Steps in the TRAQ method in developing a tree risk rating include the following:

1. Identify possible targets and estimate occupancy rate;
2. Inspect tree and identify tree parts that could fail and strike targets (referred to as failure mode);
3. For each significant failure mode identified:

- a. The likelihood of failure is assessed;
- b. The likelihood of a tree part impacting a target is assessed;
- c. The likelihood of a tree failure impacting a target is assessed;
- d. Consequences of failure are estimated;
- e. The risk is designated pursuant to the matrix in Table 16.52.120(C);
- f. Possible mitigation treatments to reduce the risk are identified;
- g. The risk is again designated pursuant to the matrix in Table 16.52.120(C) after mitigation treatment is completed.

4. When assessing the risk of a tree, the city arborist shall evaluate the tree based on existing conditions and shall exclude possible impacts caused by new development, any land alteration activity, or other similar such activities that might otherwise unnaturally cause the risk rating to increase.

C. The following table is from the International Society of Arborists TRAQ method and denotes the risk rating matrix used to assess levels of tree risk as a combination of likelihood of a tree failing and impacting a specified target, and the severity of the associated consequences should the tree or any part of the tree fail:

Table 16.52.120(C) Tree Risk Rating Matrix

Likelihood of Failure or Impact	Consequences			
	Negligible	Minor	Significant	Severe
Very Likely	Low Risk	Moderate Risk	High Risk	Extreme Risk
Likely	Low Risk	Moderate Risk	High Risk	High Risk
Somewhat likely	Low Risk	Low Risk	Moderate Risk	Moderate Risk
Unlikely	Low Risk	Low Risk	Low Risk	Low Risk

- 1. The consequences listed in Table 16.52.120(C) have meanings as follows:
 - a. Extreme Risk. This category applies to trees in which failure is “imminent” and there is a high likelihood of impacting a target, and the consequences of the failure are “severe.”
 - b. High Risk. This category applies to situations in which consequences are significant and likelihood is “very likely” or “likely,” or when consequences are “severe” and likelihood is “likely.”

c. Moderate Risk. This category applies to trees in which consequences are “minor” and likelihood is “very likely” or “likely” or when likelihood is “somewhat likely” and the consequences are “significant” or “severe.”

d. Low Risk. This category applies to trees in which consequences are “negligible” and likelihood is “unlikely”; or when consequences are “minor” and likelihood is “somewhat likely.”

2. Definitions of TRAQ method terminology that are not set forth in this chapter or Chapter 16.12 MMC can be found in the article “Qualitative Tree Risk Assessment” by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly on file at Medina City Hall.

3. Potential targets are permanent structures or an area of moderate to high use. Where a target does not exist, applicants should consider routine pruning and maintenance to mitigate hazards.

D. Where a tree is found to have a high or extreme risk, the city arborist may authorize hazard pruning to mitigate the risk rather than removing the entire tree.

E. If the city arborist assesses a tree to have a high or extreme risk and mitigation of the risk through pruning or moving of potential targets is not feasible, the city arborist shall designate the tree a hazard tree.

16.52.130 Nuisance tree.

A. A nuisance tree, for purposes of this chapter, is a tree whose branches, stem and/or roots cause one or more of the following conditions to exist:

1. Substantial physical damage to public or private structures;
2. A qualified professional provides verification based on conditions on the property that substantial physical damage will occur within five years to a building containing a principal use;
3. Substantially impairs, interferes or restricts streets, sidewalks, sewers, power lines, utilities or other public improvements;
4. Substantially impairs, interferes, or obstructs any street, private lane, or driveway; or
5. The tree is diseased and restoration of the tree to a sound condition is not practical.

B. Designation of a nuisance tree is by the director following receipt of a written request and findings are made supporting a nuisance designation using the following criteria:

1. One or more of the conditions in subsection (A) of this section is present;
2. The nuisance associated with the subject tree cannot be corrected by reasonable measures including, but not limited to, pruning, cabling, bracing, or if feasible, relocating structures and other improvements; and
3. Other relevant information provided by the applicant and the city’s inspection of the subject tree.

16.52.140 City arborist established.

The director shall appoint a person to the position of city arborist who shall be assigned responsibility for evaluating the hazardousness of trees and other duties consistent with the requirements of this chapter.

16.52.150 Notice of tree removal involving no construction.

A. Property owners removing a significant tree requiring a permit under MMC 16.52.160, but not undergoing new construction or land alteration activity, shall notify the city at least 10 calendar days prior to the date the tree will be removed. The director may reduce this time with receipt of a written request from the applicant and upon finding that the lesser time will provide the city reasonable notification.

B. All property owners removing a nonsignificant tree that does not require a permit are encouraged, but not required, to notify the city of the tree removal at least 48 hours prior to the tree being removed.

16.52.160 Tree activity permits.

A. This section sets forth the criteria for applying permits that implement this chapter. All uses and activities not requiring a permit must still comply with this chapter.

B. An administrative tree activity permit meeting the requirements set forth in MMC 16.70.050 is required for the following activities unless a permit is required elsewhere under this section:

1. Land designated under development as determined in MMC 16.52.0670;
2. Removal at any time of a significant tree, including hazard and nuisance trees, located on private property or Washington State controlled land associated with the SR 520 highway;
3. Removal of any nonsignificant tree, including hazard and nuisance trees, located on private property or Washington State controlled land associated with the SR 520 highway that is located within 200 feet of Lake Washington pursuant to MMC 16.60.050;
4. Removal or pruning of any tree that is:
 - a. Six inches or larger diameter breast height size;
 - b. Located in any open or closed city right-of-way; and
 - c. Designated a hazard tree pursuant to MMC 16.52.120, or involving hazard pruning authorized by the director.

C. An administrative right-of-way tree activity permit meeting the requirements set forth in MMC 16.71.050 is required for the following activities:

1. Removal of any tree, excluding hazard trees, that is:
 - a. Six inches or larger diameter breast height size;
 - b. Located in any open or closed city right-of-way;

- c. Application for the permit is made by the owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way; and
- d. The removal does not require a nonadministrative right-of-way activity permit under subsection (D) of this section.

2. Pruning of any tree, excluding hazard pruning, that is:

- a. Six inches or larger diameter breast height size;
- b. Located in any open or closed city right-of-way;
- c. Application for the permit is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way; and
- d. Excluding pruning activity that:
 - i. Follows ANSI standards in their most recent form;
 - ii. Does not endanger the life of the tree in the opinion of the director;
 - iii. Does not remove more than 25 percent of the natural canopy of the tree;
 - iv. Does not remove a limb having a diameter greater than three inches; and
 - v. Application for the pruning is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.

D. A nonadministrative right-of-way tree activity permit meeting the requirements set forth in MMC 20.72.090 is required for the following activities:

1. Removal of any tree, excluding hazard trees, which is:

- a. Six inches or larger diameter breast height size;
- b. Located in any open or closed city right-of-way; and
- c. Application for the permit is made by an owner of property who is not adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.

2. Pruning or removal of any tree, excluding hazard trees and hazard pruning, for any purpose, which is:

- a. Six inches or larger diameter breast height size;
- b. Located in any open or closed city right-of-way; and
- c. Application for the permit is made by a public or private utility or their agent.

3. Removal at any time of a significant tree, excluding hazard trees, which is:

- a. Fifty inches or larger diameter breast height size;

- b. Located in any open or closed city right-of-way; and
- c. Application for the permit is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.

E. A nonadministrative tree activity permit meeting the requirements set forth in MMC 16.72.100 is required for the following:

1. Removal at any time of a significant tree, excluding hazard trees, which is:
 - a. Fifty inches or larger diameter breast height size;
 - b. Located on private property; and
 - c. Located outside of the footprint of a building containing the principal use of the property.
2. The director may modify the procedures for deciding a nonadministrative tree activity permit and approve the application using a Type 2 decision process provided:
 - a. The subject tree is designated a nuisance tree pursuant to MMC 16.52.130; and
 - b. During the public comment period, the city does not receive any written objection to a Type 2 decision decided by the director being used; and
 - c. The approval criteria in MMC 16.72.100 are satisfied.

16.52.170 Tree ~~removal and planting~~ preservation plan.

A. Permits for lands under development and permits for removing city trees in city rights-of-way shall include a tree ~~removal and planting~~ preservation plan containing the following information:

1. A survey plan prepared by a Washington State licensed surveyor that includes the following:
 - ~~a. The location, genus, species, common name, and size of all significant trees located within the boundaries of the property and within any adjoining city rights-of-way;~~
 - ~~b_a. Topography of the site at two-foot contour intervals;~~
 - ~~e_b. Critical areas as defined in Chapters 16.50 and 16.67 MMC; and~~
 - ~~d. If existing trees that are less than six inches diameter breast height are to be counted as supplemental trees, the location, genus, common name, and size of such tree.~~
2. A site plan drawing showing the following:
 - a. Proposed improvements, alterations or adjustments to the subject property including, but not limited to, buildings, driveways, walkways, patios, decks, utilities, and proposed contours;
 - b. Existing structures, whether proposed to remain or proposed for removal; and

- c. The shoreline jurisdiction as defined in RCW 90.58.030, if applicable to the property.
3. A ~~conceptual or definitive~~ tree-planting plan that includes:
- a. ~~Identification of all trees having a six inches or larger diameter breast height size to be retained and those to be removed; The location, genus, species, common name, and size of all significant trees located within the boundaries of the property and within any adjoining city rights-of-way and notation of which significant trees will be retained and which are proposed to be removed.~~
 - b. ~~Analysis of required tree units, existing tree units, and net tree units; If existing trees that are less than six inches diameter breast height are to be counted as supplemental trees, the location, genus, common name, and size of such tree.~~
 - c. Compliance with the following objectives:
 - i. Trees shall be incorporated as a site amenity with strong emphasis on tree protection. To the extent possible, forested sites should retain their forested look, value, and function after development.
 - ii. Trees should be preserved as vegetated islands and stands rather than as individual, isolated trees scattered throughout the site.
 - iii. Trees to be preserved shall be healthy and wind-firm as identified by a qualified arborist.
 - iv. Preservation of significant trees as follows:
 1. Significant trees which form a continuous canopy.
 2. Significant trees located adjacent to critical areas and their associated buffers.
 3. Significant trees located within the first 15 feet adjacent to a property line.
 4. Significant trees which will be used as part of a low impact development (LID) storm water facility.
 5. Significant trees over sixty (60) feet in height or greater than twenty-four (24) inches diameter breast height.
 - d. For lots larger than 20,000 square feet, excluding lots within the shoreline jurisdiction as defined by MMC 16.66.050, the tree density ratio shall be achieved as follows:
 - a. At least 20 percent of the required significant trees as determined by MMC 16.52.090 shall be retained equally within the site perimeter as follows:

- i. 10 percent within the first 15-feet of the front property line.
 - ii. 10 percent within the first 15-feet of the rear property line.
 - b. At least 20 percent of the required significant trees as determined by MMC 16.52.090 shall be retained within the site interior.
 - c. In the event there are not enough existing significant trees to meet the requirements of this section, the applicant shall work with the city arborist to ensure, to the greatest extent possible, tree retention occurs throughout the site and is not concentrated in one area (e.g., only along the back property line).
 - e. Compliance with the required tree density ratio pursuant to MMC Table 16.52.090(B).
 - ef. If applicable, a list of supplemental trees to be planted consistent with the requirements of this chapter~~;~~.
 - eg. If right-of-way trees are proposed for removal, an analysis of the tree mitigation and a list of replacement trees to be planted~~;~~.
 - eh. The list of required tree plantings shall include the size, genus, species and common names~~;~~ and.
 - fi. As applicable, a proposed ~~general planting landscaping~~ plan that includes the required tree plantings and other vegetation being planted, as appropriate, for determining compliance with other provisions of the Medina Municipal Code (i.e., grading and drainage and shoreline master program regulations).
- B. The director may authorize modifications to the tree ~~removal and planting preservation~~ plan on a case-by-case basis that reduce submittal requirements if the director concludes such information to be unnecessary.
- C. The director may require additional information to be included with the tree ~~removal and replacement preservation~~ plan, such as tree protection measures, where the director concludes the information is necessary to determine compliance with this chapter.
- D. The applicant may combine the survey, site plan drawing, and/or tree ~~replacement preservation~~ plan into a single document, or may combine the required information with other documents, provided the city determines the submitted information is reasonably easy to understand. All plans shall be drawn to a scale acceptable by the director.
- E. Permits not involving land under development do not require a tree ~~removal and planting preservation~~ plan. However, this shall not preclude the director from requiring such information as necessary to determine compliance with this chapter.

16.52.180 Fee-in-lieu of supplemental plantings.

A. The director or designee may authorize payment of a fee-in-lieu provided:

- 1. There is insufficient area on the lot or adjacent right-of-way to meet the number of replacement inches prescribed by MMC 16.52.090; or

2. Tree replacement provided within public right-of-way or a city park in the vicinity will be of greater benefit to the community.

3. Fees shall be provided in lieu of on-site tree replacement based upon the following:

a. The expected tree replacement cost including labor, materials, and maintenance for each replacement tree; and

b. The most current Council of Tree and Landscape Appraisers Guide for Plant Appraisal.

5. The applicant executes a written agreement with the City demonstrating compliance with the criteria in this section.

16.52.1890 Tree protection measures during construction.

A. Tree protection measures shall be implemented and maintained before and during all construction activities to ensure the preservation of significant trees that are planned to be retained. Tree protection measures shall be shown on grading and drainage plans, tree protection plans, and construction mitigation plans.

B. Tree protection measures shall include, but are not limited to, the following:

1. Establish tree protection zones and install protective fencing at the drip line or other barriers that are at least four feet in height, except where tree protection zones are remote from areas of land disturbance, and where approved by the director, alternative forms of tree protection may be used in lieu of tree protective fencing; provided, that the critical root zones of protected trees or stands of trees are clearly delineated and protected;
2. Limit grading levels around subject trees to not raise or lower grades within the larger of the following areas:
 - a. The drip line area of the tree; or
 - b. An area around the tree equal to one foot in diameter for each inch of tree diameter measured at DBH;
3. Installation of a tree well, but only where necessary and only with pre-approval of the city;
4. Designation of areas on site for parking, material and equipment storage, construction ingress and egress, and similar designated areas that do not negatively impact significant trees;
5. Locate trenches for utilities that minimize negative effects on the tree root structure with provisions for filling the trenches with a suitable growing medium in the vicinity of the trees;
6. Employ measures to protect critical root systems from smothering and compaction;
7. Implement a tree care program during construction to include watering, fertilizing, pruning and pest control; and

8. Measures for the disposal of potentially harmful items such as excess concrete, polluted water runoff, and other toxic materials.

C. The director may approve deviations to the tree protection measures set forth in subsection (B) of this section if the director determines that the deviation will provide equal or better tree protection than the required tree protection measure.

16.52.12900 City tree removals.

A. This section sets forth the requirements applicable to all trees located on city-owned property and city rights-of-way.

B. General Provisions.

1. This section is intended to be of general application for the benefit of the public at large; it is not intended for the particular benefit of any individual person or group of persons other than the general public;

2. In addition to the limits set forth in MMC 16.52.0230, no city tree shall be broken, injured, mutilated, killed, destroyed, pruned or removed unless authorized by the provisions of this section; and

3. The exemptions in MMC 16.52.0340 apply to this section.

C. Pruning and trimming of city trees is permitted provided ANSI standards in their most recent form are followed and the trimming and pruning comply with the requirements for tree activity permits set forth in MMC 16.52.160.

D. Removal of a city tree located within an open or closed city right-of-way may be allowed for the following:

1. Hazard trees designated pursuant to MMC 16.52.120;

2. Nuisance trees designated pursuant to MMC 16.52.130;

3. Trees not suitable under utility lines, or in the city right-of-way, as prescribed in the “City of Medina List of Suitable Tree Species”;

4. Any tree having less than a 10-inch diameter breast height size; and any trees not included on the “City of Medina Suitable Tree Species List” for the right-of-way having less than a 36-inch diameter breast height size;

5. Trees where pruning and trimming for utilities caused significant defects to the primary stem of the tree resulting in significant abnormal growth;

6. Trees where removal is necessary to allow vehicle access to a property;

7. Trees where removal is necessary to restore a view significantly obstructed by the tree provided all of the following criteria are satisfied:

a. The owner of the adjoining property to the subject tree and the city both accept allowance to have the tree removed;

- b. The person claiming the view obstruction establishes the tree causes an unreasonable view obstruction using the provisions established in MMC 14.08.040 through 14.08.080; and
- c. The approval of a nonadministrative right-of-way activity permit is obtained pursuant to MMC 16.72.090.

E. Where subsection (D) of this section allows removal of a city tree, the following shall apply:

- 1. Removal of city trees, including hazard and nuisance trees, is permitted only if replacement trees are planted in accordance with the requirements in Table 16.52.~~12900~~¹²⁹⁰⁰ (E)(1), except as allowed otherwise by this section;

Table 16.52. ~~12900~~¹²⁹⁰⁰(E)(1) Replacement City Trees

	Diameter Breast Height of Removed Tree	Significant/Nonsignificant Tree Species	Tree Replacement
Each Tree (Include Nuisance Trees)	Less than 6 inches	All	None
	6 to 10 inches	All	Plant one tree
	Greater than 10 inches, but less than 24 inches	Nonsignificant	Plant one tree
		Significant	Plant two trees
	24 inches and larger	Nonsignificant	Plant two trees
		Significant	Plant three trees
Each Hazard Tree	6 to 10 inches	All	None
	Greater than 10 inches	All	Plant one tree

- 2. Replacement trees shall meet the following standards:
 - a. To be eligible as a replacement tree, the tree species must be selected from the appropriate list in the “City of Medina List of Suitable Tree Species” established in MMC 16.52.05~~60~~;
 - b. Replacement trees shall be planted within the city right-of-way adjoining the subject lot;
 - c. Each replacement tree shall have a minimum caliper of two inches or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city;
 - d. Replacement trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity;

e. At least one replacement city tree shall be of the same plant division (coniferous or deciduous) as the city tree removed;

f. Approval to remove a city tree shall include conditions to make certain that replacement trees remain healthy and viable for at least five years after inspection by the city, including measures to replace those replacement trees that do not remain healthy and viable;

3. In addition to the requirement for replacement trees in subsections (E)(1) and (2) of this section, the public benefits lost due to the removal of the city tree shall be mitigated by paying a contribution to the Medina tree fund in accordance with the following:

a. The contribution shall be determined by multiplying the diameter breast height inches of the tree removed (significant and nonsignificant tree species) by a rate of \$25.00;

b. Where more than one city tree is removed, the contribution for each removed tree shall be added together to produce the total payment to the Medina tree fund;

c. The contribution rate for a city tree designated a hazard pursuant to MMC 20.52.120 is zero;

d. If removal of the city tree was not authorized by the city at the time of its removal, the contribution rates shall triple and be in addition to any other penalties that might apply;

e. Unless a city tree qualifies for the emergency exemption pursuant to MMC 16.52.0340(B)(C), city trees removed before a hazard or nuisance determination is made by the city shall be presumed not to be a hazard or a nuisance.

F. The following planting requirements apply within the city right-of-way when a city tree is removed:

1. The maximum number of trees in the city right-of-way shall be one tree for each 17 feet of linear public street frontage, or one tree for each 300 square feet of plantable area within the city right-of-way, whichever is greater, adjoining the subject lot;

2. The director may increase the maximum number of city trees prescribed in subsection (F)(1) of this section, provided there is sufficient space in the city right-of-way adjoining the lot to accommodate the increase in city trees;

3. If the tree replacement requirements prescribed in subsection (E) of this section would result in the total number of city trees in the right-of-way to exceed the maximum prescribed in subsection (F)(1) or (2) of this section, an applicant shall contribute \$290.00 to the Medina tree fund for each replacement tree above the maximum in lieu of planting replacement trees above the maximum;

4. If the tree replacement requirements prescribed in subsection (E) of this section would result in the total number of city trees in the right-of-way to be below the maximum prescribed in subsection (F)(1) or (2) of this section, an applicant may plant additional trees in the right-of-way, subject to the limits in subsection (F)(1) or (2) of this section, and reduce contributions to the Medina tree fund by:

- a. Six hundred dollars for each coniferous tree planted;
- b. Five hundred dollars for each deciduous tree planted; and

5. New trees shall not be planted within three feet of the edge of any paved roadway.

G. The requirements of this section may be used to satisfy the requirements set forth in MMC 16.52.2010.

H. Where a proposal includes application of this section and application of MMC 16.52.090 and/or 16.52.100, the requirements for supplemental trees and restoration trees shall be applied independent of the requirements in this section for replacement trees.

16.52.2010 Minimum street tree standards.

A. This section shall apply to properties adjoining the following city rights-of-way:

- 1. Minor arterial and collector street rights-of-way as defined in Chapter 10.08 MMC;
- 2. NE 8th Street;
- 3. 82nd Avenue NE between NE 8th Street and NE 12th Street;
- 4. 84th Avenue NE south of NE 12th Street; and
- 5. Evergreen Point Road north of 78th Place NE.

B. The following street tree standards shall apply when the lot adjoining the right-of-way is under development pursuant to MMC 16.52.0670:

- 1. There shall be at least one city tree planted for each 300 square feet of plantable area within the city right-of-way adjoining the lot with a minimum of two trees planted; and
- 2. The new city trees planted shall have a minimum two-inch caliper with coniferous trees also having a minimum height of six feet at the time of final inspection; and
- 3. The requirements of this subsection may be satisfied with existing trees in the adjoining city right-of-way measured to the centerline; and
- 4. New city trees shall not be planted within three feet of the edge of any paved roadway; and
- 5. Trees shall be planted in an informal pattern to create a natural appearance.

C. The following exceptions shall apply:

- 1. Shrubs, trees and plantings within the required sight line areas at private drives, private lane outlets and street intersections shall not interfere with required sight distances;
- 2. The director may waive the requirements of this section if the right-of-way to be planted is planned for modification in the Medina capital improvements plan.

16.52.2120 Owner responsibility within city rights-of-way.

A. All owners of property adjoining a city right-of-way shall be responsible for maintaining all trees, shrubs, and other landscaping planted in the adjoining right-of-way by the property owner or previous owner of the property, or for which responsibility has been assumed by the owner through a recorded agreement with the city.

B. All owners of the property adjoining a city right-of-way shall ensure the trees, shrubs and landscaping in the right-of-way adjoining their property do not interfere with the free passage of vehicles and pedestrians or cause any risk of danger to the public or property.

C. No hazardous or destructive tree species shall be planted in the city rights-of-way. The city shall maintain a list of suitable trees that are acceptable to be planted in city rights-of-way consistent with MMC 16.52.0560.

D. The requirements of this section shall apply equally to the city rights-of-way whether the city's title to the right-of-way was obtained by dedication, condemnation, deed or in any other manner.

E. For the purpose of this chapter, an owner shall be considered adjoining up to the centerline of the city right-of-way.

16.52.2230 Liability.

Consistent with MMC 16.10.070, nothing contained in this chapter shall be construed or form the basis for any liability on the part of the city, or its officers, agents, consultants or employees, for any injury or damage resulting from any person's failure to comply with the provisions of this chapter or by reason of or in consequence of any act or omission in connection with the implementation of or enforcement of this chapter.

16.52.2340 Other general provisions.**A. Implementation and Costs.**

1. All costs associated with trimming and removal of trees shall be the responsibility of the applicant or property owner; and
2. Any tree trimming or removal governed by this chapter shall be performed by a state of Washington licensed tree service contractor, bonded and insured for the liabilities associated with tree removal.

B. Survey. The city may require as a condition of approving a tree removal permit that the applicant obtain a survey by a state of Washington licensed surveyor to determine if the trees described in the application are located on the subject property, or if a tree is located within a city right-of-way.

C. Supplemental Notice. The following shall supplement noticing requirements set forth in MMC 16.80.140(A) when applied to tree activity permits:

1. Notice shall be posted on or near the subject tree or trees in a manner that clearly identifies all trees being considered under the application;

2. The director may approve the use of a variety of reasonable methods to identify trees provided the methods clearly identify all trees being considered under the application; and
3. The director may require additional notices to be posted when, in the opinion of the director, it is determined necessary to provide reasonable notification to the public of a pending application.

D. Limitations on Occupancy. A certificate of occupancy shall not be issued until all required tree plantings and landscaping associated with this chapter is complete and receives final approval from the city. Temporary occupancy may be granted pursuant to MMC 16.40.100 before completion of the tree planting and landscaping work provided all of the following criteria are satisfied:

1. The property owner provides a financial guarantee to the city to ensure completion of the tree planting and landscaping;
2. The financial guarantee may take the form of a bond, line of credit, cash deposit, or another form acceptable to the city;
3. The minimum amount of the financial guarantee shall be 150 percent of the estimated cost of landscaping and required tree plantings not completed at the time of the inspection; and
4. Terms of the financial guarantee shall include, but are not limited to, conditions for approving the financial guarantee, a timeframe for the work to be completed, and terms under which the city shall release the financial guarantee.

E. View and Sunlight Obstructions Caused by Trees. Pursuant to MMC 14.08.040, unreasonable obstructions of views or sunlight by uncontrolled growth or maintenance of trees may constitute a private nuisance subject to redress as set forth in Chapter 14.08 MMC.

Chapter 16.52

TREE MANAGEMENT CODE

Sections:

- 16.52.010 Purpose and intent.
- 16.52.020 General provisions and applicability.
- 16.52.030 Applicability of the tree management code.
- 16.52.040 Exemptions.
- 16.52.050 Using this chapter.
- 16.52.060 Designation of significant tree species.
- 16.52.070 Designation of land under development.
- 16.52.080 Legacy and Landmark tree protection measures.
- 16.52.090 Minimum preservation standards for land under development.
- 16.52.100 Supplemental tree standards and priorities.
- 16.52.110 Minimum restoration standards for land not under development.
- 16.52.120 Hazard tree risk assessment.
- 16.52.130 Nuisance tree.
- 16.52.140 City arborist established.
- 16.52.150 Notice of tree removal involving no construction.
- 16.52.160 Tree activity permits.
- 16.52.170 Tree preservation plan.
- 16.52.180 Fee-in-lieu of supplemental plantings.
- 16.52.190 Tree protection measures during construction.
- 16.52.200 City tree removals.
- 16.52.210 Minimum street tree standards.
- 16.52.220 Owner responsibility within city rights-of-way.
- 16.52.230 Liability.
- 16.52.240 Other general provisions.

16.52.010 Purpose and intent.

A. The purpose of the tree management code is to preserve the existing sylvan appearance through long-term preservation and planting of trees that contribute to the community's distinct features including proximity to the lakeshore, views, heavily landscaped streetscapes, and large tracts of public and private open spaces. The city recognizes that trees:

1. Contribute to the residential character of Medina;
2. Provide a public health benefit;
3. Provide wind protection, ecological benefits to wetlands and watercourses, and aid in the stabilization of geologically hazardous areas;
4. Improve surface water quality and control and benefit Lake Washington; and
5. Reduce noise and air pollution.

B. The intent of this chapter is to establish regulations and standards that:

1. Protect and preserve the existing tree canopy;
2. Provide homeowners flexible standards that encourage the preservation of trees while recognizing the importance of having access to sunlight and views;
3. Recognize through the standards in this chapter that certain factors may require the removal or pruning of certain trees due to circumstances such as disease, danger of falling, proximity to structures and improvements, interference with utility services, protection of view and sunlight, and the reasonable enjoyment of property;
4. Encourage best practices for the planting and managing of trees appropriately to minimize hazards, nuisances, and maintenance costs while allowing access to sunlight and views;
5. Prevent the indiscriminate removal or destruction of trees except as provided for in accordance with this chapter;
6. Promote building and site planning practices consistent with the purpose and intent of this chapter;
7. Ensure prompt development, restoration, replanting and effective erosion control of property after tree removal with landscape plans and other reasonable controls; and
8. Foster public education on the local urban forestry program and encourage good tree management consistent with this chapter.

16.52.020 General provisions and applicability:

Where land is designated as under development pursuant to MMC 16.52.090, the preservation of healthy trees shall be considered in accordance with the following guidance:

1. Tree preservation shall be included as a primary step in site planning and shall be achieved by meeting the minimum required tree units established in Table 16.52.090(B).
2. Site design strategies and specific development site areas demonstrating preservation of significant trees shall be presented at the pre-application meeting with the city.
3. A tree preservation plan shall be required that demonstrates the objectives outlined in MMC 16.52.170.

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4. Any applicable grading plans, pursuant to MMC Chapter 16.43, shall be developed to avoid significant alteration to the grades around preserved trees.
5. Multiple applications of the tree preservation requirements in this chapter over a 10-year period shall not cause the number and size of trees required to be retained to be reduced below the number and size of trees required to be retained with the first application.
6. When calculating tree preservation requirements, trees excluded from preservation requirements shall not be included in the calculation.
7. For the purpose of calculating tree density requirements, critical areas and their associated buffers shall be excluded from the lot area used for calculation (example: a 16,000 square foot lot has a stream on site that encompasses 1,500 square feet including the stream buffer. The lot area used for tree density calculation would be 14,500 square feet ($16,000 - 1,500 = 14,500$) provided:
 - a. Critical areas shall be limited to wetlands, streams, geologically hazardous areas, conservation easements, and their associated buffers as described in MMC Chapters 16.50 and 16.67; and
 - b. Removal of any vegetation or woody debris, including trees, from a critical area is subject to the regulations in MMC Chapters 16.50 and 16.67.
8. All of the following shall be excluded from the requirements of this chapter:
 - a. Hazard trees designated pursuant to MMC 16.52.120;
 - b. Nuisance trees designated pursuant to MMC 16.52.130 and where, if applicable, re-development does not remedy the conditions causing the nuisance;
 - c. Those significant trees having less than a 24-inch diameter breast height size and located within the footprint of the principal building on the lot.

16.52.030 Applicability of the tree management code.

A. No person or their representative, directly or indirectly, shall remove or destroy trees located on private property or public property within the jurisdictional boundaries of the city except as provided for in accordance with this chapter.

B. Additional tree management requirements are set forth in the Medina shoreline master program as provided in MMC 16.66.050.

16.52.040 Exemptions.

The following are exempt from the requirements in this chapter:

A. Trees less than six inches diameter breast height unless the tree is used to satisfy a requirement of this chapter;

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B. Normal and routine trimming and pruning operations and maintenance of trees and vegetation on private property following the most current ANSI standards;

C. Emergency tree removal or hazard pruning for any tree that poses an imminent threat to life or property provided:

1. The city is notified within seven days after the emergency tree removal or hazard pruning takes place and evidence is provided of the imminent threat supporting the emergency tree removal; and
2. If evidence of the imminent threat is not provided, or the director determines the evidence does not warrant an emergency tree removal, the director may require the responsible person to obtain a permit as prescribed by this chapter and require compliance with the requirements of this chapter;

D. Trimming and pruning operations and maintenance of trees and vegetation following the most current ANSI standards or removal of trees performed by the city or a contractor contracted by the city within a public right-of-way or city-owned parkland;

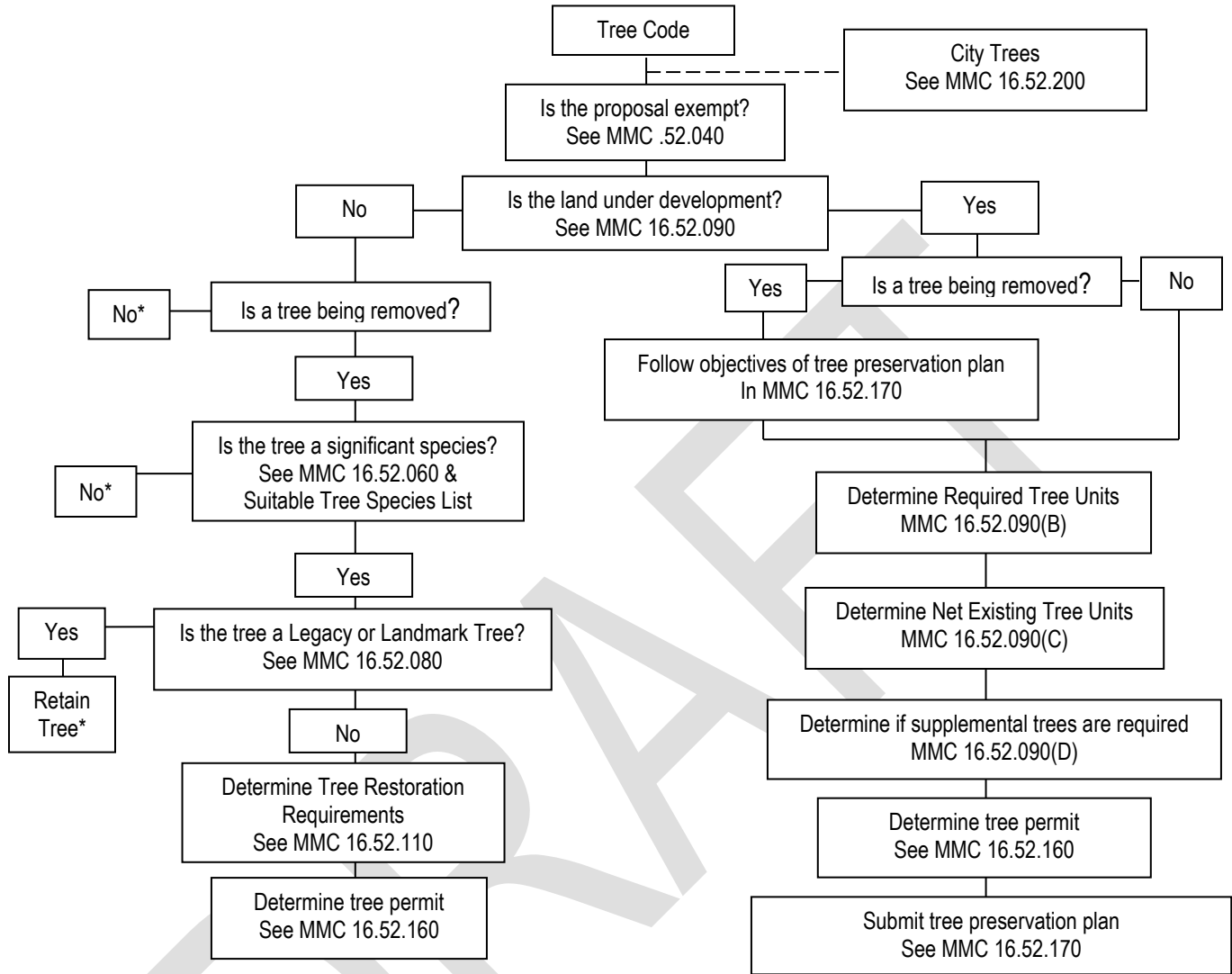
E. Removal of trees and vegetation management by the city or an agency under contract with the city for purposes of installing and maintaining fire hydrants, water meters, pumping stations, or similar utilities; or

F. The removal of a dead tree where the director pre-determines that the tree died from naturally occurring causes.

16.52.050 Using this chapter.

This chapter prescribes the requirements for tree preservation and planting on lands undergoing development, and the requirements for removal of significant trees on private and public lands. Diagram 16.52.050 offers a user's guide that outlines the general process for applying the provisions of this chapter.

Diagram 16.52.050



* Denotes no further action required.

16.52.050 Designation of significant tree species.

A. A list of suitable tree species consisting of coniferous and deciduous trees is set forth in the document entitled “City of Medina List of Suitable Tree Species,” adopted by Ordinance No. 923 and on file with the city for the purpose of establishing significant tree species on private property, public property, and city rights-of-way; and tree species that are eligible for credits in this chapter.

B. The director shall maintain the “City of Medina List of Suitable Tree Species” document at Medina City Hall and may administratively modify the list consistent with the following criteria:

1. The designation of coniferous trees should include all species excluding tree species known to have invasive root structures and to be fast growing such as Leyland cypress and should also exclude trees planted, clipped or sheared to be used as a hedge;

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2. The designation of deciduous trees should include those suitable to United States Department of Agriculture Plant Hardiness Zones 8 and 9, excluding those trees with crown diameter of 10 feet or less at maturity;

3. Plantings of the following tree species within the city's rights-of-way shall be prohibited: London plane, quaking aspen, Lombardy poplar, bolleana poplar, cottonwood, and bigleaf maple.

C. The director shall submit proposals to modify the "City of Medina List of Suitable Tree Species" to the city council for their consideration. The city council may approve, modify or deny the proposed modifications. The city council may also decline to take action on the proposed modifications, in which case the modifications shall be incorporated into the list and take effect five days after the date the city council declines to take action.

D. The "City of Medina List of Suitable Tree Species" is used in conjunction with the definition of significant tree set forth in MMC 16.12.200 to denote the term significant tree as used in this chapter.

16.52.070 Designation of land under development.

Land is designated as under development for purposes of this chapter if one or more of the following conditions is present:

A. Any development activity requiring a building permit where:

1. Construction of a dwelling having a gross floor area of 2,500 square feet or more;
2. Construction of accessory buildings on property containing a residential use, or supporting a residential use, where the total gross floor area of all accessory buildings on the lot is 1,000 square feet or more;
3. Any building constructed to be occupied principally by a nonresidential use where the gross floor area of the building is 1,000 square feet or more;
4. Any series of exterior alterations, modifications or additions that over a four-consecutive-year period increases the total building footprint on a lot by more than 500 square feet or 15 percent, whichever is larger;
5. Construction of any structures, including but not limited to driveways, decks, patios, and walkways, that over a four-consecutive-year period increases the impervious surface on the lot by a total of 2,000 square feet or more;
6. Grading that over a four-consecutive-year period totals 2,000 cubic yards or more.

B. Any development activity requiring a building permit, a right-of-way permit, and/or a land use or shoreline permit where:

1. One or more significant trees are removed, with at least one tree having a 10-inch diameter breast height or larger size; or

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2. Four or more significant trees are removed, provided each has less than a 10-inch diameter breast height size; and
3. The criteria in subsections (B)(1) and (2) of this section shall include the following trees:
 - a. Significant trees removed within two years prior to the submittal of an application for such permits; or
 - b. Significant trees removed within two years after such permits are finalized by the city and the project completed.

C. Clearing or grubbing of land that:

1. Is located outside of city rights-of-way;
2. Requires no permits, except for a tree permit; and
3. Removes four or more significant trees, with at least four trees having a 10-inch diameter breast height or larger size, over a four-consecutive-year period.

D. The counting of removed trees under subsections (B) and (C) of this section shall not include those trees designated as a hazard or nuisance tree pursuant to MMC 16.52.120 and 20.52.130, respectively.

16.52.080 Legacy and Landmark tree protection measures.

This section applies to trees designated as Legacy and Landmark trees, which are native trees that because of their age, size and condition are recognized as having outstanding value in contributing to the character of the community. Legacy and Landmark trees within the shoreline jurisdiction are regulated in MMC 16.66.050.

A. A Legacy or Landmark tree shall be designated by meeting the following criteria:

1. Legacy tree:
 - a. The tree species is denoted as a legacy tree on the “City of Medina List of Suitable Tree Species”; and
 - b. The diameter breast height of the tree is 36 inches or larger but less than 50 inches; and
 - c. The city arborist determines the tree to be healthy with a likelihood of surviving more than 10 years based on assumptions that:
 - i. The tree is properly cared for; and
 - ii. The risk of the tree declining or becoming a nuisance is unenhanced by any proposed development.
2. Landmark tree:
 - a. The tree species is denoted as a legacy tree on the “City of Medina List of Suitable Tree Species”; and

- b. The diameter breast height of the tree is 50 inches or larger; and
- c. The city arborist determines the tree to be healthy with a likelihood of surviving more than 10 years based on assumptions that:
 - i. The tree is properly cared for; and
 - ii. The risk of the tree declining or becoming a nuisance is unenhanced by any proposed development.

B. Legacy and Landmark trees shall be preserved and retained unless replacement trees are planted in accordance with the following:

- 1. Legacy tree:
 - a. The quantity of replacement trees is calculated by multiplying the diameter breast height of each subject Legacy tree by the required percentage standards in Table 16.52.080(B) to establish the number of replacement inches; and
 - b. All fractions of this section shall be rounded up to the next whole number.

Table 16.52.080(B) Legacy Tree Replacement Requirements

Square Footage of the Lot Area	Required number of replacement inches
Less than 10,001	10% removed DBH
From 10,001 to 13,000	15% removed DBH
From 13,001 to 15,000	25% removed DBH
From 15,001 to 20,000	35% removed DBH
Greater than 20,000	50% removed DBH

The following example illustrates how to calculate legacy tree replacement units on a lot that is less than 10,001 square feet:

Lot size: 8,120 sq. ft.

Required tree units: $8,120 / 1,000 \times 0.4$ (tree density ratio) = 3.2 (rounded up to the next whole number) = 4

Total existing tree units on site: 6.5 units

Eight 10-inch DBH trees – 4 units (.5 units per tree)

Two 24-inch DBH trees - 1.5 units (.75 units per tree)

One 44-inch DBH Tree – 1 unit (1 unit per tree)

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Total tree units removed: 3

Four 10-inch DBH trees = 2 units removed

One 44-inch DBH tree = 1 unit removed

Net tree units: 3.5

Supplemental Units Required: Yes (4 required tree units – 3.5 net tree units) = .5 or 1 tree

Legacy Tree Removed: Yes – One 44-inch DHB tree

Legacy Tree Supplemental Units: $10\% \times 44 = 4.4$ (rounded up to the next whole number)
= 5 Legacy replacement inches

Landmark Tree Removed: No

Total supplemental Requirements = 1 tree plus 5 inches = 4 2-inch trees

2. Landmark tree:

- a. The quantity of replacement inches is calculated by multiplying the diameter breast height of each subject Landmark tree by 100 percent to establish the minimum number of replacement inches; and
- b. All fractions of this section shall be rounded up to the next whole number.

C. In lieu of planting the replacement trees prescribed in subsection (B) of this section, an applicant may satisfy the tree replacement requirements by meeting the criteria set forth in MMC 16.52.180.

D. Other Provisions.

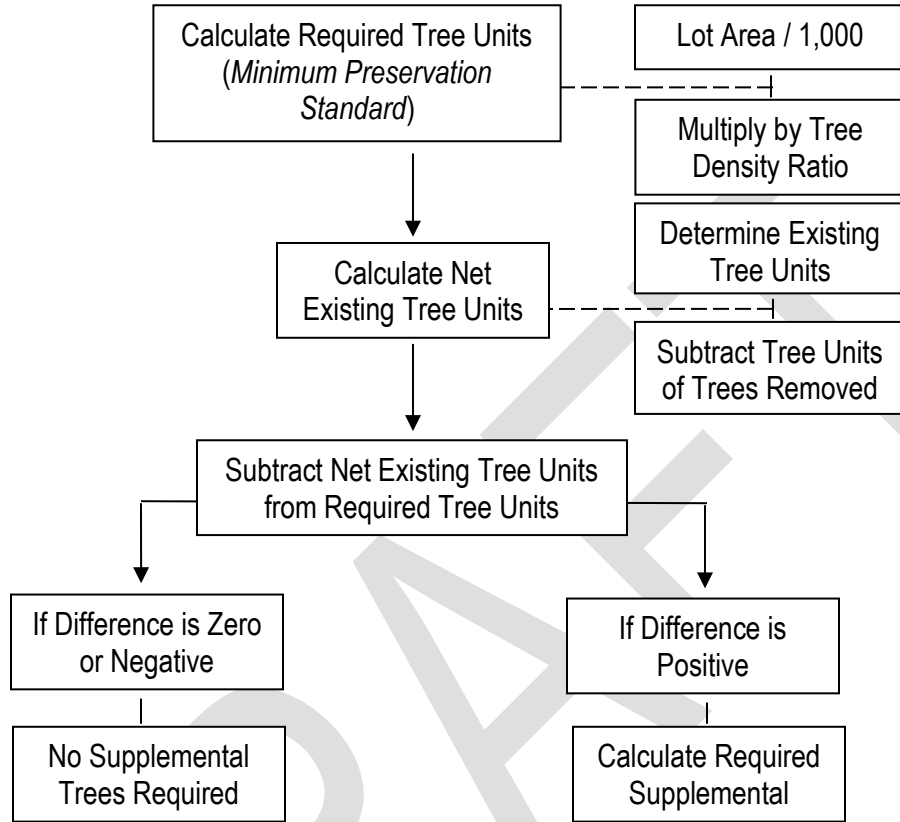
1. Each replacement tree shall meet the standards prescribed in MMC 16.52.100;
2. The tree replacement requirements set forth in subsections (B) and (C) of this section shall apply to the removal of Legacy and Landmark trees in lieu of and in addition to requirements for removing nonlegacy trees;
3. The tree replacement requirements set forth in this section for a Legacy and Landmark tree shall not be used to satisfy requirements for removing nonlegacy trees or a pre-existing tree unit gap;
4. If the minimum preservation standards in MMC 16.52.090 are used, and if supplemental tree units are required, the tree replacement requirements set forth in subsections (B) and (C) of this section shall together count as one supplemental tree unit;
5. Off-site tree planting as described in MMC 16.52.1400(C) are acceptable alternatives to on-site replacement tree planting provided the director or designee approves of the off-site location in writing.

16.52.090 Minimum preservation standards for land under development.

A. The requirements and procedures set forth in this section shall apply to lands that are designated as under development pursuant to MMC 16.52.090. Figure 16.52.090 outlines the

primary steps prescribed by this section in establishing requirements and determining compliance with this chapter.

Figure 16.52.090 Tree Preservation Process



B. Lots with land under development shall contain a sufficient number of significant trees to meet the minimum required tree units established by the following procedures:

1. The lot area is divided by 1,000 square feet; and
2. The quotient is multiplied by the corresponding tree density ratio applicable to the lot as set forth in Table 16.52.090(B); and
3. The resulting product is rounded up to the next whole number to establish the minimum number of required tree units.

Table 16.52.090(B) Tree Density Ratio

Zoning District	Category of Land Use	Tree Density Ratio
R-16, R-20, R-30 & SR-30	Residential	0.40
	Golf Course	0.15

Zoning District	Category of Land Use	Tree Density Ratio
	Nonresidential other than specifically listed	0.25
Public	Schools	0.15
	Parks	0.42
	Residential	0.40
	Nonresidential other than specifically listed	0.25
N-A	All	0.25
State Highway	All	0.12

C. To determine compliance with the required tree units applicable to the lot, apply the following procedures:

1. Inventory all existing significant trees on the subject lot; and
2. Assign a tree unit to each significant tree using the corresponding tree unit set forth in Table 16.52.090(C); and
3. Add the tree units together to compute the total existing tree units and subtract the tree units of those significant trees removed to determine the net existing tree units (do not round fractions); and
4. Subtract the net existing tree units from the required tree units determined in this subsection (C) to establish:
 - a. If the net existing tree units equal or exceed the required tree units then no supplemental trees are required; or
 - b. If the net existing tree units are less than the required tree units then supplemental trees are required pursuant to subsection (D) of this section.

Table 16.52.090(C) Existing Tree Unit

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0.5
	Greater than 10 inches	0.75
Coniferous	6 to 10 inches	0.5
	Greater than 10 inches, but less than 36 inches	0.75

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
	36 inches and greater	1.0

D. If supplemental trees are required, the quantity of trees is determined by applying the following procedures:

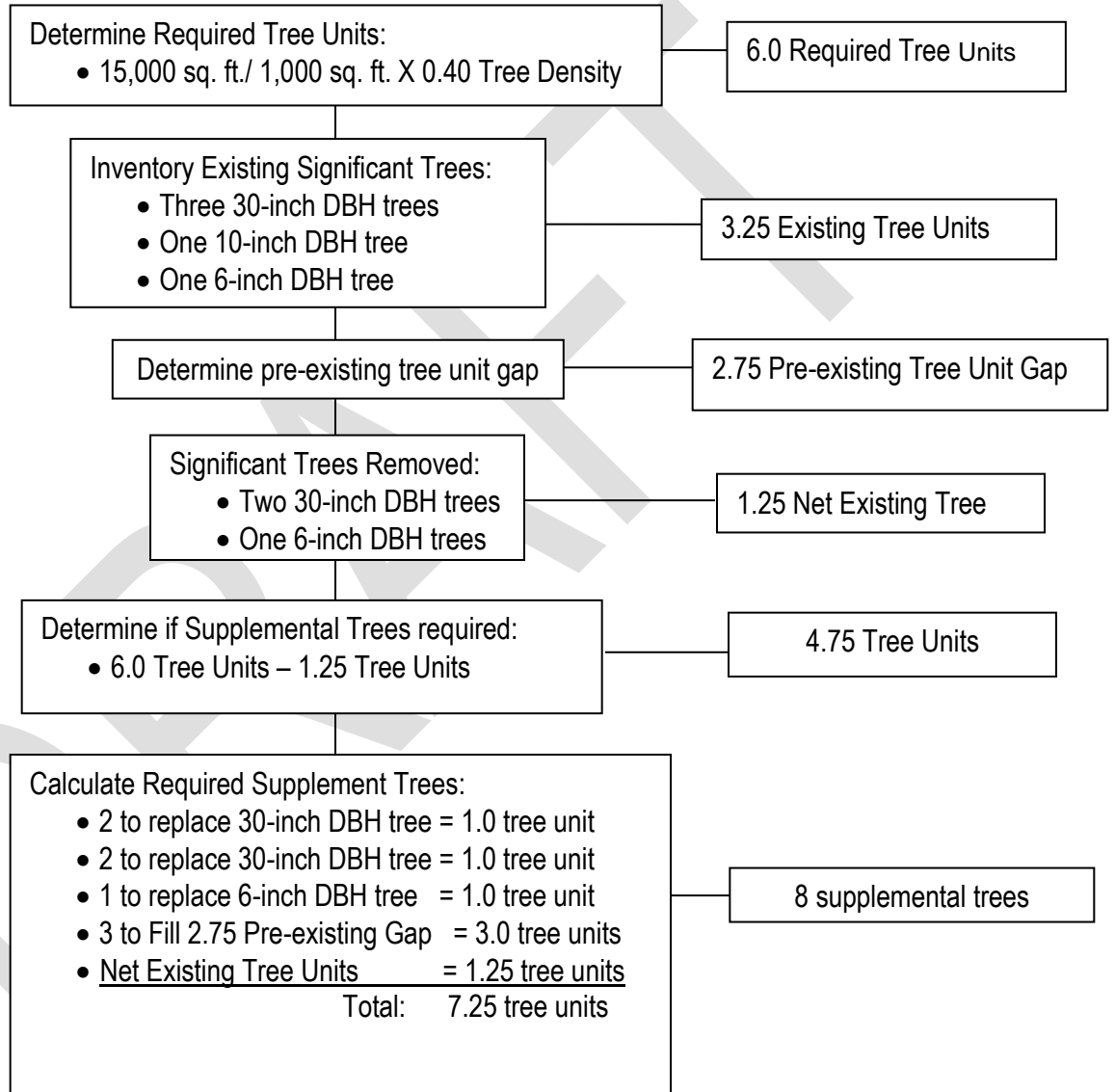
1. Determine if a pre-existing tree unit gap exists by subtracting the total existing tree units from the required tree units:
 - a. If the difference is less than zero round to zero;
 - b. A difference of zero means no pre-existing tree unit gap is present;
 - c. If the difference is greater than zero, the difference is the pre-existing tree unit gap;
2. To calculate the quantity of supplemental trees required, apply the provisions in subsection (D)(3) of this section first to those supplemental trees replacing an existing significant tree starting in order with the largest tree to the smallest tree, and then, if applicable, apply subsection (D)(3) of this section to those filling a pre-existing tree unit gap;
3. The quantity of supplemental trees is determined by:
 - a. Assigning a tree unit to each supplemental tree using Table 16.52.090(D);
 - b. Two supplemental trees shall be required for replacing each existing significant tree having a diameter breast height of 24 inches and larger subject to the limitation in subsection (D)(3)(d) of this section, and consistent with subsection (D)(2) of this section these shall be counted first;
 - c. The quantity of supplemental trees shall be of a sufficient number that their total assigned tree units added to the net existing tree units shall equal or exceed the minimum required tree units established in subsection (B) of this section; and
 - d. Supplemental trees in excess of those needed to meet the minimum required tree units shall not be required.
 - e. See Diagram 16.52.090(D) for an example of calculating supplemental trees.

Table 16.52.090(D) Supplemental Tree Unit

Purpose of Supplemental Tree	Diameter Breast Height of Removed Tree	Tree Unit for Supplemental Trees
Replace an existing significant tree	6 inches to less than 24 inches	1.0
	24 inches and larger	0.5

Purpose of Supplemental Tree	Diameter Breast Height of Removed Tree	Tree Unit for Supplemental Trees
Fill a pre-existing tree unit gap	Not applicable	1.0

Diagram 16.52.090 Example Calculating Supplemental Trees



16.52.100 Supplemental tree standards and priorities.

A. To be eligible as a supplemental tree, the tree species must be selected from the appropriate list set forth in the “City of Medina List of Suitable Tree Species” established in MMC 16.52.060 and shall meet the following general requirements:

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1. Each supplemental tree shall have a minimum caliper of two inches, or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city;
 2. Trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity;
 3. Existing trees within the boundaries of the lot having less than six inches diameter breast height may count as supplemental trees provided the tree meets all other requirements applicable to a supplemental tree;
 4. Supplemental trees replacing existing significant trees shall have at least one tree be of the same plant division (coniferous or deciduous) as the significant tree it is replacing; and
 5. The owner of the subject lot shall take necessary measures to ensure that supplemental trees remain healthy and viable for at least five years after inspection by the city and the owner shall be responsible for replacing any supplemental trees that do not remain healthy and viable for the five years after inspection by the city.
- B. All trees used to satisfy the supplemental tree requirements of this chapter shall be included as a significant tree for the purpose of this chapter.
- C. Where supplemental trees are required pursuant to MMC 16.52.090(D), the trees shall be planted in the following order of priority from most important to least important:
1. On-site and adjacent right-of-way:
 - a. Adjacent to or within critical areas and their associated buffers as defined in MMC Chapters 16.50 and 16.67;
 - b. Outside of critical areas and their associated buffers adjacent to other preserved trees making up a grove or stand of trees;
 - c. Adjacent to a low impact development (LID) stormwater facility;
 - d. Outside of critical areas and their associated buffers but within the front yard setback;
 - d. Outside of critical areas and their associated buffers;
 - e. Off-site in adjacent right-of-way where explicitly authorized by the city.
 2. Off-site. An owner may elect to plant the required trees off-site upon written request, and approval from the City. Except where contribution to the Medina tree fund is used in lieu of planting required trees, application of this section shall not result in planting trees below the minimum requirements for on-site plantings. Off-site locations include:
 - a. City-owned properties;
 - b. Street rights-of-way not immediately adjacent to the property;
 - c. Private property with the written consent of the owner of the off-site location;

d. Other public property with the written consent of the entity with jurisdiction over the off-site location;

e. Any other property determined appropriate by the director.

3. Fee-in-Lieu. If the director or designee determines there is insufficient area to replant on-site or within the adjacent public right-of-way, the director or designee may authorize payment of a fee-in-lieu in accordance with MMC. 16.52.180.

D. An owner may elect a combination of planting trees on site, off site and/or fee-in-lieu upon written request, and approval by the City, provided:

1. The combination is consistent with the provisions of this chapter; and
2. The combination results shall be equivalent to or greater than the minimum requirements for on-site plantings.

E. Consistent with the authority granted in MMC 16.10.040, the director may establish additional administrative rules as necessary relating to the care and maintenance of off-site trees.

F. Existing trees at the off-site location shall not be included as satisfying tree planting requirements.

G. Trees planted off-site in lieu of on-site requirements shall not be counted as existing trees on the property where the off-site tree is located.

16.52.110 Minimum restoration standards for land not under development.

A. The requirements set forth in this section apply to tree removals on lots not meeting the criteria for land under development set forth in MMC 16.52.070.

B. Removal of significant trees on a lot, including hazard and nuisance trees, is authorized only if the restoration requirements in Table 16.52.110 are satisfied, or if the property meets the requirements prescribed in subsection (K) of this section.

Table 16.52.110 Tree Restoration Standards

	Diameter Breast Height of Removed Tree	Restoration Requirements
Each Significant Tree	6 to 10 inches	Plant one tree
	Greater than 10 inches, but less than 24 inches	Plant two trees
	24 inches and larger	Plant three trees
	Legacy or Landmark trees	See MMC 16.52.080
	Hazard trees – 10 inches and larger	Plant one tree

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C. To be eligible as a restoration tree, the tree species must be selected from the appropriate list in the “City of Medina List of Suitable Tree Species” established in MMC 16.52.060.

D. Restoration trees shall be planted within the boundaries of the lot, except as authorized pursuant to subsection (J) of this section.

E. Restoration trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity.

F. Each restoration tree shall have a minimum caliper of two inches or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city.

G. Existing trees on site having less than six inches diameter breast height may be included as restoration trees provided:

1. The subject tree is located within the boundaries of the lot; and
2. The subject tree meets all of the other requirements applicable to restoration trees.

H. The owner of the subject lot shall take necessary measures to make certain that restoration trees remain healthy and viable for at least five years after inspection by the city and the owner shall be responsible for replacing any restoration trees that do not remain healthy and viable for the five years after inspection by the city.

I. All trees used to satisfy the restoration requirements of this chapter shall be included as a significant tree for purposes of this chapter.

J. In lieu of the tree restoration requirements prescribed by this section, an owner may satisfy the requirements for restoration trees by meeting the requirements for off-site tree planting set forth in MMC 16.52.100.

K. The restoration requirements in Table 16.52.110 for removing significant trees shall be waived if the following criteria are satisfied:

1. The subject lot contains a sufficient number of significant trees to meet the preservation standard for required trees established in MMC 16.52.090; and
2. The owner demonstrates that removal of the significant tree, including hazard and nuisance trees, will not result in a failure to meet the preservation standards for required trees established in MMC 16.52.090.

16.52.120 Hazard tree risk assessment.

A. Hazard trees are trees assessed by the city arborist as having a high to extreme risk rating using the International Society of Arborists Tree Risk Assessment Qualification (TRAQ) method in its most current form.

B. Steps in the TRAQ method in developing a tree risk rating include the following:

1. Identify possible targets and estimate occupancy rate;

2. Inspect tree and identify tree parts that could fail and strike targets (referred to as failure mode);
3. For each significant failure mode identified:
 - a. The likelihood of failure is assessed;
 - b. The likelihood of a tree part impacting a target is assessed;
 - c. The likelihood of a tree failure impacting a target is assessed;
 - d. Consequences of failure are estimated;
 - e. The risk is designated pursuant to the matrix in Table 16.52.120(C);
 - f. Possible mitigation treatments to reduce the risk are identified;
 - g. The risk is again designated pursuant to the matrix in Table 16.52.120(C) after mitigation treatment is completed.
4. When assessing the risk of a tree, the city arborist shall evaluate the tree based on existing conditions and shall exclude possible impacts caused by new development, any land alteration activity, or other similar such activities that might otherwise unnaturally cause the risk rating to increase.

C. The following table is from the International Society of Arborists TRAQ method and denotes the risk rating matrix used to assess levels of tree risk as a combination of likelihood of a tree failing and impacting a specified target, and the severity of the associated consequences should the tree or any part of the tree fail:

Table 16.52.120(C) Tree Risk Rating Matrix

Likelihood of Failure or Impact	Consequences			
	Negligible	Minor	Significant	Severe
Very Likely	Low Risk	Moderate Risk	High Risk	Extreme Risk
Likely	Low Risk	Moderate Risk	High Risk	High Risk
Somewhat likely	Low Risk	Low Risk	Moderate Risk	Moderate Risk
Unlikely	Low Risk	Low Risk	Low Risk	Low Risk

1. The consequences listed in Table 16.52.120(C) have meanings as follows:
 - a. Extreme Risk. This category applies to trees in which failure is “imminent” and there is a high likelihood of impacting a target, and the consequences of the failure are “severe.”

b. High Risk. This category applies to situations in which consequences are significant and likelihood is “very likely” or “likely,” or when consequences are “severe” and likelihood is “likely.”

c. Moderate Risk. This category applies to trees in which consequences are “minor” and likelihood is “very likely” or “likely” or when likelihood is “somewhat likely” and the consequences are “significant” or “severe.”

d. Low Risk. This category applies to trees in which consequences are “negligible” and likelihood is “unlikely”; or when consequences are “minor” and likelihood is “somewhat likely.”

2. Definitions of TRAQ method terminology that are not set forth in this chapter or Chapter 16.12 MMC can be found in the article “Qualitative Tree Risk Assessment” by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly on file at Medina City Hall.

3. Potential targets are permanent structures or an area of moderate to high use. Where a target does not exist, applicants should consider routine pruning and maintenance to mitigate hazards.

D. Where a tree is found to have a high or extreme risk, the city arborist may authorize hazard pruning to mitigate the risk rather than removing the entire tree.

E. If the city arborist assesses a tree to have a high or extreme risk and mitigation of the risk through pruning or moving of potential targets is not feasible, the city arborist shall designate the tree a hazard tree.

16.52.130 Nuisance tree.

A. A nuisance tree, for purposes of this chapter, is a tree whose branches, stem and/or roots cause one or more of the following conditions to exist:

1. Substantial physical damage to public or private structures;
2. A qualified professional provides verification based on conditions on the property that substantial physical damage will occur within five years to a building containing a principal use;
3. Substantially impairs, interferes or restricts streets, sidewalks, sewers, power lines, utilities or other public improvements;
4. Substantially impairs, interferes, or obstructs any street, private lane, or driveway; or
5. The tree is diseased and restoration of the tree to a sound condition is not practical.

B. Designation of a nuisance tree is by the director following receipt of a written request and findings are made supporting a nuisance designation using the following criteria:

1. One or more of the conditions in subsection (A) of this section is present;

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2. The nuisance associated with the subject tree cannot be corrected by reasonable measures including, but not limited to, pruning, cabling, bracing, or if feasible, relocating structures and other improvements; and
3. Other relevant information provided by the applicant and the city's inspection of the subject tree.

16.52.140 City arborist established.

The director shall appoint a person to the position of city arborist who shall be assigned responsibility for evaluating the hazardousness of trees and other duties consistent with the requirements of this chapter.

16.52.150 Notice of tree removal involving no construction.

A. Property owners removing a significant tree requiring a permit under MMC 16.52.160, but not undergoing new construction or land alteration activity, shall notify the city at least 10 calendar days prior to the date the tree will be removed. The director may reduce this time with receipt of a written request from the applicant and upon finding that the lesser time will provide the city reasonable notification.

B. All property owners removing a nonsignificant tree that does not require a permit are encouraged, but not required, to notify the city of the tree removal at least 48 hours prior to the tree being removed.

16.52.160 Tree activity permits.

A. This section sets forth the criteria for applying permits that implement this chapter. All uses and activities not requiring a permit must still comply with this chapter.

B. An administrative tree activity permit meeting the requirements set forth in MMC 16.70.050 is required for the following activities unless a permit is required elsewhere under this section:

1. Land designated under development as determined in MMC 16.52.0670;
2. Removal at any time of a significant tree, including hazard and nuisance trees, located on private property or Washington State controlled land associated with the SR 520 highway;
3. Removal of any nonsignificant tree, including hazard and nuisance trees, located on private property or Washington State controlled land associated with the SR 520 highway that is located within 200 feet of Lake Washington pursuant to MMC 16.60.050;
4. Removal or pruning of any tree that is:
 - a. Six inches or larger diameter breast height size;
 - b. Located in any open or closed city right-of-way; and
 - c. Designated a hazard tree pursuant to MMC 16.52.120, or involving hazard pruning authorized by the director.

C. An administrative right-of-way tree activity permit meeting the requirements set forth in MMC 16.71.050 is required for the following activities:

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1. Removal of any tree, excluding hazard trees, that is:
 - a. Six inches or larger diameter breast height size;
 - b. Located in any open or closed city right-of-way;
 - c. Application for the permit is made by the owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way; and
 - d. The removal does not require a nonadministrative right-of-way activity permit under subsection (D) of this section.

2. Pruning of any tree, excluding hazard pruning, that is:
 - a. Six inches or larger diameter breast height size;
 - b. Located in any open or closed city right-of-way;
 - c. Application for the permit is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way; and
 - d. Excluding pruning activity that:
 - i. Follows ANSI standards in their most recent form;
 - ii. Does not endanger the life of the tree in the opinion of the director;
 - iii. Does not remove more than 25 percent of the natural canopy of the tree;
 - iv. Does not remove a limb having a diameter greater than three inches; and
 - v. Application for the pruning is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.

D. A nonadministrative right-of-way tree activity permit meeting the requirements set forth in MMC 20.72.090 is required for the following activities:

1. Removal of any tree, excluding hazard trees, which is:
 - a. Six inches or larger diameter breast height size;
 - b. Located in any open or closed city right-of-way; and
 - c. Application for the permit is made by an owner of property who is not adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.

2. Pruning or removal of any tree, excluding hazard trees and hazard pruning, for any purpose, which is:
 - a. Six inches or larger diameter breast height size;
 - b. Located in any open or closed city right-of-way; and

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- c. Application for the permit is made by a public or private utility or their agent.
3. Removal at any time of a significant tree, excluding hazard trees, which is:
- a. Fifty inches or larger diameter breast height size;
 - b. Located in any open or closed city right-of-way; and
 - c. Application for the permit is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.

E. A nonadministrative tree activity permit meeting the requirements set forth in MMC 16.72.100 is required for the following:

- 1. Removal at any time of a significant tree, excluding hazard trees, which is:
 - a. Fifty inches or larger diameter breast height size;
 - b. Located on private property; and
 - c. Located outside of the footprint of a building containing the principal use of the property.
- 2. The director may modify the procedures for deciding a nonadministrative tree activity permit and approve the application using a Type 2 decision process provided:
 - a. The subject tree is designated a nuisance tree pursuant to MMC 16.52.130; and
 - b. During the public comment period, the city does not receive any written objection to a Type 2 decision decided by the director being used; and
 - c. The approval criteria in MMC 16.72.100 are satisfied.

16.52.170 Tree preservation plan.

A. Permits for lands under development and permits for removing city trees in city rights-of-way shall include a tree preservation plan containing the following information:

- 1. A survey plan prepared by a Washington State licensed surveyor that includes the following:
 - a. Topography of the site at two-foot contour intervals.
 - b. Critical areas as defined in Chapters 16.50 and 16.67 MMC.
- 2. A site plan drawing showing the following:
 - a. Proposed improvements, alterations or adjustments to the subject property including, but not limited to, buildings, driveways, walkways, patios, decks, utilities, and proposed contours.
 - b. Existing structures, whether proposed to remain or proposed for removal.

c. The shoreline jurisdiction as defined in RCW 90.58.030, if applicable to the property.

3. A tree-planting plan that includes:

a. The location, genus, species, common name, and size of all significant trees located within the boundaries of the property and within any adjoining city rights-of-way and notation of which significant trees will be retained and which are proposed to be removed.

b. If existing trees that are less than six inches diameter breast height are to be counted as supplemental trees, the location, genus, common name, and size of such tree.

c. Compliance with the following objectives:

i. Trees shall be incorporated as a site amenity with strong emphasis on tree protection. To the extent possible, forested sites should retain their forested look, value, and function after development.

ii. Trees should be preserved as vegetated islands and stands rather than as individual, isolated trees scattered throughout the site.

iii. Trees to be preserved shall be healthy and wind-firm as identified by a qualified arborist.

iv. Preservation of significant trees as follows:

1. Significant trees which form a continuous canopy.

2. Significant trees located adjacent to critical areas and their associated buffers.

3. Significant trees located within the first 15 feet adjacent to a property line.

4. Significant trees which will be used as part of a low impact development (LID) storm water facility.

5. Significant trees over sixty (60) feet in height or greater than twenty-four (24) inches diameter breast height.

c. For lots larger than 20,000 square feet, excluding lots within the shoreline jurisdiction as defined by MMC 16.66.050, the tree density ratio shall be achieved as follows:

i. At least 20 percent of the required significant trees as determined by MMC 16.52.090 shall be retained equally within the site perimeter as follows:

1. 10 percent within the first 15-feet of the front property line.

2.10 percent within the first 15-feet of the rear property line.

- ii. At least 20 percent of the required significant trees as determined by MMC 16.52.090 shall be retained within the site interior.
 - iii. In the event there are not enough existing significant trees to meet the requirements of this section, the applicant shall work with the city arborist to ensure, to the greatest extent possible, tree retention occurs throughout the site and is not concentrated in one area (e.g., only along the back property line).
- e. Compliance with the required tree density ratio pursuant to MMC Table 16.52.090(B).
- f. If applicable, a list of supplemental trees to be planted consistent with the requirements of this chapter.
- g. If right-of-way trees are proposed for removal, an analysis of the tree mitigation and a list of replacement trees to be planted.
- h. The list of required tree plantings shall include the size, genus, species and common names.
- i. As applicable, a proposed landscaping plan that includes the required tree plantings and other vegetation being planted, as appropriate, for determining compliance with other provisions of the Medina Municipal Code (i.e., grading and drainage and shoreline master program regulations).
- B. The director may authorize modifications to the tree preservation plan on a case-by-case basis that reduce submittal requirements if the director concludes such information to be unnecessary.
- C. The director may require additional information to be included with the tree preservation plan, such as tree protection measures, where the director concludes the information is necessary to determine compliance with this chapter.
- D. The applicant may combine the survey, site plan drawing, and/or tree preservation plan into a single document, or may combine the required information with other documents, provided the city determines the submitted information is reasonably easy to understand. All plans shall be drawn to a scale acceptable by the director.
- E. Permits not involving land under development do not require a tree preservation plan. However, this shall not preclude the director from requiring such information as necessary to determine compliance with this chapter.

16.52.180 Fee-in-lieu of supplemental plantings.

- A. The director or designee may authorize payment of a fee-in-lieu provided:
1. There is insufficient area on the lot or adjacent right-of-way to meet the number of replacement inches prescribed by MMC 16.52.090; or
 2. Tree replacement provided within public right-of-way or a city park in the vicinity will be of greater benefit to the community.

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3. Fees shall be provided in lieu of on-site tree replacement based upon the following:
 - a. The expected tree replacement cost including labor, materials, and maintenance for each replacement tree; and
 - b. The most current Council of Tree and Landscape Appraisers Guide for Plant Appraisal.

5. The applicant executes a written agreement with the City demonstrating compliance with the criteria in this section.

16.52.190 Tree protection measures during construction.

- A. Tree protection measures shall be implemented and maintained before and during all construction activities to ensure the preservation of significant trees that are planned to be retained. Tree protection measures shall be shown on grading and drainage plans, tree protection plans, and construction mitigation plans.

- B. Tree protection measures shall include, but are not limited to, the following:
 1. Establish tree protection zones and install protective fencing at the drip line or other barriers that are at least four feet in height, except where tree protection zones are remote from areas of land disturbance, and where approved by the director, alternative forms of tree protection may be used in lieu of tree protective fencing; provided, that the critical root zones of protected trees or stands of trees are clearly delineated and protected;
 2. Limit grading levels around subject trees to not raise or lower grades within the larger of the following areas:
 - a. The drip line area of the tree; or
 - b. An area around the tree equal to one foot in diameter for each inch of tree diameter measured at DBH;
 3. Installation of a tree well, but only where necessary and only with pre-approval of the city;
 4. Designation of areas on site for parking, material and equipment storage, construction ingress and egress, and similar designated areas that do not negatively impact significant trees;
 5. Locate trenches for utilities that minimize negative effects on the tree root structure with provisions for filling the trenches with a suitable growing medium in the vicinity of the trees;
 6. Employ measures to protect critical root systems from smothering and compaction;
 7. Implement a tree care program during construction to include watering, fertilizing, pruning and pest control; and
 8. Measures for the disposal of potentially harmful items such as excess concrete, polluted water runoff, and other toxic materials.

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C. The director may approve deviations to the tree protection measures set forth in subsection (B) of this section if the director determines that the deviation will provide equal or better tree protection than the required tree protection measure.

16.52.200 City tree removals.

A. This section sets forth the requirements applicable to all trees located on city-owned property and city rights-of-way.

B. General Provisions.

1. This section is intended to be of general application for the benefit of the public at large; it is not intended for the particular benefit of any individual person or group of persons other than the general public;
2. In addition to the limits set forth in MMC 16.52.020, no city tree shall be broken, injured, mutilated, killed, destroyed, pruned or removed unless authorized by the provisions of this section; and
3. The exemptions in MMC 16.52.040 apply to this section.

C. Pruning and trimming of city trees is permitted provided ANSI standards in their most recent form are followed and the trimming and pruning comply with the requirements for tree activity permits set forth in MMC 16.52.160.

D. Removal of a city tree located within an open or closed city right-of-way may be allowed for the following:

1. Hazard trees designated pursuant to MMC 16.52.120;
2. Nuisance trees designated pursuant to MMC 16.52.130;
3. Trees not suitable under utility lines, or in the city right-of-way, as prescribed in the “City of Medina List of Suitable Tree Species”;
4. Any tree having less than a 10-inch diameter breast height size; and any trees not included on the “City of Medina Suitable Tree Species List” for the right-of-way having less than a 36-inch diameter breast height size;
5. Trees where pruning and trimming for utilities caused significant defects to the primary stem of the tree resulting in significant abnormal growth;
6. Trees where removal is necessary to allow vehicle access to a property;
7. Trees where removal is necessary to restore a view significantly obstructed by the tree provided all of the following criteria are satisfied:
 - a. The owner of the adjoining property to the subject tree and the city both accept allowance to have the tree removed;

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- b. The person claiming the view obstruction establishes the tree causes an unreasonable view obstruction using the provisions established in MMC 14.08.040 through 14.08.080; and
- c. The approval of a nonadministrative right-of-way activity permit is obtained pursuant to MMC 16.72.090.

E. Where subsection (D) of this section allows removal of a city tree, the following shall apply:

- 1. Removal of city trees, including hazard and nuisance trees, is permitted only if replacement trees are planted in accordance with the requirements in Table 16.52.200(E)(1), except as allowed otherwise by this section;

Table 16.52.200(E)(1) Replacement City Trees

	Diameter Breast Height of Removed Tree	Significant/Nonsignificant Tree Species	Tree Replacement
Each Tree (Include Nuisance Trees)	Less than 6 inches	All	None
	6 to 10 inches	All	Plant one tree
	Greater than 10 inches, but less than 24 inches	Nonsignificant	Plant one tree
		Significant	Plant two trees
	24 inches and larger	Nonsignificant	Plant two trees
Significant		Plant three trees	
Each Hazard Tree	6 to 10 inches	All	None
	Greater than 10 inches	All	Plant one tree

- 2. Replacement trees shall meet the following standards:
 - a. To be eligible as a replacement tree, the tree species must be selected from the appropriate list in the “City of Medina List of Suitable Tree Species” established in MMC 16.52.060;
 - b. Replacement trees shall be planted within the city right-of-way adjoining the subject lot;
 - c. Each replacement tree shall have a minimum caliper of two inches or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city;
 - d. Replacement trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity;

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e. At least one replacement city tree shall be of the same plant division (coniferous or deciduous) as the city tree removed;

f. Approval to remove a city tree shall include conditions to make certain that replacement trees remain healthy and viable for at least five years after inspection by the city, including measures to replace those replacement trees that do not remain healthy and viable;

3. In addition to the requirement for replacement trees in subsections (E)(1) and (2) of this section, the public benefits lost due to the removal of the city tree shall be mitigated by paying a contribution to the Medina tree fund in accordance with the following:

a. The contribution shall be determined by multiplying the diameter breast height inches of the tree removed (significant and nonsignificant tree species) by a rate of \$25.00;

b. Where more than one city tree is removed, the contribution for each removed tree shall be added together to produce the total payment to the Medina tree fund;

c. The contribution rate for a city tree designated a hazard pursuant to MMC 20.52.120 is zero;

d. If removal of the city tree was not authorized by the city at the time of its removal, the contribution rates shall triple and be in addition to any other penalties that might apply;

e. Unless a city tree qualifies for the emergency exemption pursuant to MMC 16.52.040(B), city trees removed before a hazard or nuisance determination is made by the city shall be presumed not to be a hazard or a nuisance.

F. The following planting requirements apply within the city right-of-way when a city tree is removed:

1. The maximum number of trees in the city right-of-way shall be one tree for each 17 feet of linear public street frontage, or one tree for each 300 square feet of plantable area within the city right-of-way, whichever is greater, adjoining the subject lot;

2. The director may increase the maximum number of city trees prescribed in subsection (F)(1) of this section, provided there is sufficient space in the city right-of-way adjoining the lot to accommodate the increase in city trees;

3. If the tree replacement requirements prescribed in subsection (E) of this section would result in the total number of city trees in the right-of-way to exceed the maximum prescribed in subsection (F)(1) or (2) of this section, an applicant shall contribute \$290.00 to the Medina tree fund for each replacement tree above the maximum in lieu of planting replacement trees above the maximum;

4. If the tree replacement requirements prescribed in subsection (E) of this section would result in the total number of city trees in the right-of-way to be below the maximum prescribed in subsection (F)(1) or (2) of this section, an applicant may plant additional trees in the right-of-way, subject to the limits in subsection (F)(1) or (2) of this section, and reduce contributions to the Medina tree fund by:

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- a. Six hundred dollars for each coniferous tree planted;
- b. Five hundred dollars for each deciduous tree planted; and

5. New trees shall not be planted within three feet of the edge of any paved roadway.

G. The requirements of this section may be used to satisfy the requirements set forth in MMC 16.52.210.

H. Where a proposal includes application of this section and application of MMC 16.52.090 and/or 16.52.100, the requirements for supplemental trees and restoration trees shall be applied independent of the requirements in this section for replacement trees.

16.52.210 Minimum street tree standards.

A. This section shall apply to properties adjoining the following city rights-of-way:

- 1. Minor arterial and collector street rights-of-way as defined in Chapter 10.08 MMC;
- 2. NE 8th Street;
- 3. 82nd Avenue NE between NE 8th Street and NE 12th Street;
- 4. 84th Avenue NE south of NE 12th Street; and
- 5. Evergreen Point Road north of 78th Place NE.

B. The following street tree standards shall apply when the lot adjoining the right-of-way is under development pursuant to MMC 16.52.070:

- 1. There shall be at least one city tree planted for each 300 square feet of plantable area within the city right-of-way adjoining the lot with a minimum of two trees planted; and
- 2. The new city trees planted shall have a minimum two-inch caliper with coniferous trees also having a minimum height of six feet at the time of final inspection; and
- 3. The requirements of this subsection may be satisfied with existing trees in the adjoining city right-of-way measured to the centerline; and
- 4. New city trees shall not be planted within three feet of the edge of any paved roadway; and
- 5. Trees shall be planted in an informal pattern to create a natural appearance.

C. The following exceptions shall apply:

- 1. Shrubs, trees and plantings within the required sight line areas at private drives, private lane outlets and street intersections shall not interfere with required sight distances;
- 2. The director may waive the requirements of this section if the right-of-way to be planted is planned for modification in the Medina capital improvements plan.

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16.52.220 Owner responsibility within city rights-of-way.

A. All owners of property adjoining a city right-of-way shall be responsible for maintaining all trees, shrubs, and other landscaping planted in the adjoining right-of-way by the property owner or previous owner of the property, or for which responsibility has been assumed by the owner through a recorded agreement with the city.

B. All owners of the property adjoining a city right-of-way shall ensure the trees, shrubs and landscaping in the right-of-way adjoining their property do not interfere with the free passage of vehicles and pedestrians or cause any risk of danger to the public or property.

C. No hazardous or destructive tree species shall be planted in the city rights-of-way. The city shall maintain a list of suitable trees that are acceptable to be planted in city rights-of-way consistent with MMC 16.52.060.

D. The requirements of this section shall apply equally to the city rights-of-way whether the city's title to the right-of-way was obtained by dedication, condemnation, deed or in any other manner.

E. For the purpose of this chapter, an owner shall be considered adjoining up to the centerline of the city right-of-way.

16.52.230 Liability.

Consistent with MMC 16.10.070, nothing contained in this chapter shall be construed or form the basis for any liability on the part of the city, or its officers, agents, consultants or employees, for any injury or damage resulting from any person's failure to comply with the provisions of this chapter or by reason of or in consequence of any act or omission in connection with the implementation of or enforcement of this chapter.

16.52.240 Other general provisions.

A. Implementation and Costs.

1. All costs associated with trimming and removal of trees shall be the responsibility of the applicant or property owner; and
2. Any tree trimming or removal governed by this chapter shall be performed by a state of Washington licensed tree service contractor, bonded and insured for the liabilities associated with tree removal.

B. Survey. The city may require as a condition of approving a tree removal permit that the applicant obtain a survey by a state of Washington licensed surveyor to determine if the trees described in the application are located on the subject property, or if a tree is located within a city right-of-way.

C. Supplemental Notice. The following shall supplement noticing requirements set forth in MMC 16.80.140(A) when applied to tree activity permits:

1. Notice shall be posted on or near the subject tree or trees in a manner that clearly identifies all trees being considered under the application;

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2. The director may approve the use of a variety of reasonable methods to identify trees provided the methods clearly identify all trees being considered under the application; and
3. The director may require additional notices to be posted when, in the opinion of the director, it is determined necessary to provide reasonable notification to the public of a pending application.

D. Limitations on Occupancy. A certificate of occupancy shall not be issued until all required tree plantings and landscaping associated with this chapter is complete and receives final approval from the city. Temporary occupancy may be granted pursuant to MMC 16.40.100 before completion of the tree planting and landscaping work provided all of the following criteria are satisfied:

1. The property owner provides a financial guarantee to the city to ensure completion of the tree planting and landscaping;
2. The financial guarantee may take the form of a bond, line of credit, cash deposit, or another form acceptable to the city;
3. The minimum amount of the financial guarantee shall be 150 percent of the estimated cost of landscaping and required tree plantings not completed at the time of the inspection; and
4. Terms of the financial guarantee shall include, but are not limited to, conditions for approving the financial guarantee, a timeframe for the work to be completed, and terms under which the city shall release the financial guarantee.

E. View and Sunlight Obstructions Caused by Trees. Pursuant to MMC 14.08.040, unreasonable obstructions of views or sunlight by uncontrolled growth or maintenance of trees may constitute a private nuisance subject to redress as set forth in Chapter 14.08 MMC.

Attachment C

Tree Permit Number	Address	Total Tree Units	Total Actual Trees (not in units)	Sig. Tree Units Removed	Actual Sig. Trees Removed	Sig. Tree Units Remain	Actual Remaining Sig. Trees	Required Tree Units	Required Supplemental Tree Units	Actual Supplemental Trees Planted (not in units)	Sq. Ft.
TREE-15-023	2403 76TH AVE NE	60.5	71	20.5	26	40	45	19	None required	0	52,345
TREE-15-024	7916 NE 22ND ST	21.5	22	1.75	1	19.75	21	9	None required	0	24,487
TREE-15-026	1425 80TH AVE NE	5.75	6	1	1	4.75	5	4	None required	0	10,975
TREE-15-032	923 76TH AVE NE	141.75	145	1	1	140.75	144	82	None required	0	232,610
TREE-15-038	3242 78TH PL NE	11.5	13	4.5	5	7	8	7	None required	0	20,023
TREE-15-040	8703 NE 11TH ST	7.75	7	1	1	6.75	6	5	None required	0	12,653
TREE-15-042	3239 EVERGREEN PT RD	22	23	14	15	8	8	7	None required	0	20,000
TREE-15-043	7640 NE 12TH ST	11.25	12	0	0	11.25	12	7	None required	0	19,844
TREE-16-002	8658 NE 7TH ST	33	34	7.5	8	25.5	26	9	None required	0	24,550
TREE-16-003	3225 EVERGREEN POINT RD	0	0	0	0	0	0	8	8	8	20,350
TREE-16-006	2209 79TH AVE NE	5.25	6	2.5	3	2.75	3	3	0.5	1	8,119
TREE-16-013	2000 79TH AVE NE	35.5	38	20.5	22	15	16	14	None required	0	40,642
TREE-16-015	820 80TH AVE NE	8.5	9	2	2	6.5	7	5	None required	0	13,815
TREE-16-023	830 80TH AVE NE	15.25	16	5	5	10.25	11	5	None required	0	13,816
TREE-16-026	1456 76TH AVE NE	15.5	16	10	10	5.5	6	8	3	6	20,373
TREE-16-027	2656 78TH AVE NE	5	6	2	2	3	4	6	3	5	15,564
TREE-16-030	2637 77TH AVE NE	22.25	23	0.75	1	21.5	22	7	None required	0	16,240
TREE-16-031	2426 78TH AVE NE	4.75	5	0.75	1	4	4	3	None required	0	8,119
TREE-16-032	7650 NE 10TH ST	24.5	26	14.25	18	10.25	8	6	None required	0	16,051
TREE-16-033	3311 EVERGREEN POINT RD	33.75	35	8.25	9	25.5	26	10	None required	0	26,136
TREE-16-036	1632 77TH AVE NE	6.25	6	0	0	6.25	6	7	1	1	18,449
TREE-16-037	7841 NE 21ST ST	2.5	3	1.5	2	1	1	9	8	8	24,911
TREE-16-042	1013 84TH AVE NE	8.5	10	0	0	8.5	10	5	None required	0	12,163
TREE-16-048	1625 RAMBLING LN	22.5	23	0	0	22.5	23	18	None required	0	52,707
TREE-16-051	911 87TH AVE NE	6.75	7	2	2	4.75	5	6	1.25	3	17,030
TREE-16-053	7842 NE 21ST ST	35.5	36	17.75	18	17.75	18	9	None required	0	24,345
TREE-16-057	2750 EVERGREEN POINT RD	23	25	13.5	15	9.5	10	6	None required	0	16,963
TREE-16-061	7842 NE 14TH ST	20	21	9	9	11	12	8	None required	0	19,868
TREE-17-001	8400 NE 7TH ST	7.25	8	3	3	4.25	5	9	4.75	7	23,784
TREE-17-003	520 EVERGREEN PT RD	1.25	1	0	0	1.25	1	3	1.75	2	9,600
TREE-17-008	543 OVERLAKE DR E	23	25	1	1	22	24	5	None required	0	13,826
TREE-17-010	619 84TH AVE NE	17.75	18	8	8	9.75	10	8	None required	0	21,625
TREE-17-011	2625 82ND AVE NE	6.75	7	1	1	5.75	6	6	0.25	2	16,355
TREE-17-013	7871 NE 21ST ST	53	55	25.5	26	27.5	29	9	None required	0	25,763
TREE-17-022	3401 EVERGREEN POINT RD	27.25	29	1	1	26.25	28	10	None required	0	27,007
TREE-17-025	2209 79TH AVE NE	2.75	3	0.75	1	2	2	3	1	2	8,119
TREE-17-028	7819 NE 10TH ST	6.75	8	2.5	2	4.25	6	4	None required	0	10,650
TREE-17-033	1306 EVERGREEN POINT RD	20	21	11.75	12	8.25	9	6	None required	0	16,368
TREE-17-038	8233 OVERLAKE DR W	3.5	4	0	0	3.5	4	5	1.5	2	10,668
TREE-17-040	8700 NE 11TH ST	6.25	7	2	2	4.25	5	4	None required	0	11,288
TREE-17-041	7842 NE 10TH ST	11.25	12	6.5	7	4.75	5	6	1.25	2	16,000
TREE-17-044	2612 79TH AVE NE	10	10	2	2	8	8	6	None required	0	16,240
TREE-17-046	2610 82ND AVE NE	4	4	3	3	1	1	5	4	5	15,388
TREE-17-047	7545 NE 28TH PL	24.25	27	12.5	13	11.75	14	13	1.25	15	36,370
TREE-17-048	2841 76TH AVE NE	76	80	11.25	12	64.75	68	16	None required	0	44,789
TREE-17-051	3244 76TH AVE NE	12.25	13	6.5	7	5.75	6	7	1.25	1	21,208
TREE-17-054	8423 Midland Road	5.5	6	2.5	3	3	3	5	2	2	12,920
TREE-17-060	1201 76TH AVE NE	67	67	7	6	60	61	48	None required	0	136,900
TREE-18-002	7852 NE 14TH ST	9.5	10	5.5	6	4	4	3	None required	0	8,675
TREE-18-005	433 86TH AVE NE	5.25	6	0.75	1	4.5	5	7	2.75	5	17,680
TREE-18-013	1221 EVERGREEN POINT RD	79.5	86	48.75	51	30.75	35	23	None required	0	67,700
TREE-18-017	202 OVERLAKE DR E	19.25	20	13	14	6.25	6	9.5	3.25	4	26,400
TREE-18-019	515 OVERLAKE DR E	7.5	9	1	1	6.5	8	4	None required	0	9,900
TREE-18-022	3265 EVERGREEN PT RD	18.5	19	11	11	7.5	8	7	None required	0	20,023
TREE-18-023	3267 EVERGREEN PT RD	17	17	12	12	5	5	8.5	3.5	8	23,967
TREE-18-024	3263 EVERGREEN PT RD	19.5	21	10.5	11	9	10	12.25	3.5	8	34,342
TREE-18-031	8426 OVERLAKE DR W	11.75	15	8	10	3.75	5	9	5.25	6	25,828
TREE-18-032	7747 OVERLAKE DR W	23.75	25	13.5	14	10.25	11	22	1.75	5	62,153
TREE-18-035	1024 82ND AVE NE	4	4	1	1	3	3	2.5	None required	0	6,925
TREE-18-037	1655 73RD AVE NE	15.25	18	6	7	9.25	11	9	None required	8	21,720
TREE-18-038	111 84th AVE NE	53	57	24.75	27	28.25	30	28	None required	0	79,918
TREE-19-009	1637 77TH AVE NE	25	26	5.75	6	19.25	20	12	None required	0	32,614
TREE-19-019	607 86th Ave NE	14.25	15	8.75	9	5.5	6	6	0.5	1	17,036
TREE-19-021	2519 82nd Ave NE	9.5	10	2.75	3	6.75	7	5	None required	0	12,024
TREE-19-023	2230 Evergreen Point Rd	14.75	15	7.75	8	7	7	6	None required	0	16,238
TREE-19-024	8080 NE 24TH ST	4.75	5	2	2	2.75	3	6	3.25	5	15,952
TREE-19-026	7648 NE 12th St	25.5	26	16.5	17	9	9	7	None required	0	19,850
TREE-19-032	7838 NE 8TH ST	17	18	7.25	8	9.75	10	6	None required	0	15,971
TREE-19-034	2436 82nd Ave NE	24	24	4.25	4	19.75	20	6	None required	0	15,948
TREE-19-038	2231 78TH AVE NE	10.25	11	4.75	5	5.5	6	12	6.5	9	32,485
TREE-19-044	1848 77th Ave NE	17.25	18	10.75	11	6.5	7	9	2.5	4	25,586
TREE-19-045	226 Overlake Dr E	4.25	5	1.75	2	2.5	3	7	5.5	7	17,820
TREE-19-049	3300 78TH PL NE	21.25	22	12.75	13	8.5	9	7	None required	0	18,675
TREE-19-057	1405 Evergreen Point Rd	39.25	44	0.75	1	38.5	43	12	None required	0	34,105
TREE-19-058	8015 NE 28th St	10.5	11	5.75	6	4.75	5	4	None required	0	9,382

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TREE-19-062	7823 NE 14TH ST	21.25	26	12.75	14	8.5	12	7	None required	0	19,862
TREE-19-063	2019 79TH AVE NE	42.5	43	32.75	33	9.75	10	9	None required	0	23,219
TREE-19-072	2033 77TH AVE NE	2	2	1	1	1	1	3	2	2	8,188
TREE-19-076	8297 Overlake Dr W	24.25	26	7.25	8	17	18	11	None required	0	124,636
TREE-19-080	1010 84TH AVE NE	6.75	9	3.75	5	3	4	4	1	1	8,979
TREE-19-081	442 87TH AVE NE	63	73	28.5	33	34.5	40	21	None required	0	59,480
TREE-20-002	850 80TH AVE NE	20.25	21	11	11	9.25	10	7	None required	0	17,904
TREE-20-004	8909 GROAT PT	3.75	5	0.75	1	3	4	8	5	5	23,188
TREE-20-005	444 OVERLAKE DR E	8.25	10	5	6	3.25	4	5	1.75	3	13,950
TREE-20-006	438 OVERLAKE DR E	20	22	10	12	10	10	7	None required	0	19,970
TREE-20-008	2626 78TH AVE NE	10	10	7	7	3	3	3	None required	0	8,120
TREE-20-009	2632 78TH AVE NE	7	7	2	2	5	5	3	None required	0	8,120
TREE-20-010	1407 76TH AVE NE	23.25	25	5.5	6	17.75	19	11	None required	0	30,004
TREE-20-011	2451 78TH AVE NE	6.75	7	4	4	2.75	3	3	0.25	2	8,119
TREE-20-012	619 84TH AVE NE	21.5	23	2.75	3	18.75	20	8	None required	0	21,625
TREE-20-013	7815 NE 28TH ST	11.5	14	8.5	9	3	5	3	None required	0	8,120
TREE-20-014	1645 73RD AVE NE	5.25	6	5.25	6	0	0	5	5	5	13,300
TREE-20-019	7619 NE 22ND ST	17.25	18	9.5	10	7.75	8	6	None required	0	16,303
TREE-20-042	2036 EVERGREEN POINT RD	17	18	5	5	12	13	6	None required	0	14,850
TREE-20-049	707 OVERLAKE DR E	36.75	39	21.5	23	15.25	16	7	None required	0	19,753
TREE-20-055	8024 NE 8TH ST	60.25	69	41.75	47	18.5	22	8	None required	0	22,879
TREE-20-060	1800 77TH AVE NE	26	27	10.75	11	15.25	16	11	None required	0	29,250
TREE-20-075	7811 NE 10TH ST	14.75	17	0	0	14.75	17	9	None required	0	24,127
TREE-20-080	8425 RIDGE RD	3.5	4	2.5	3	1	1	5	4	4	12,768
TREE-20-081	2621 78TH AVE NE	2	2	2	2	0	0	3	3	3	8,120
TREE-20-082	1686 77TH AVE NE	15.25	15	8	8	7.25	7	11	3.75	8	31,082
TREE-20-085	2627 78TH AVE NE	0	0	0	0	0	0	3	3	3	8,120
TREE-21-001	2226 79TH AVE NE	10	10	4.25	4	5.75	6	9	3.25	8	23,144
TREE-21-008	2604 79TH AVE NE	5.75	6	3.75	4	2	2	4	2	6	10,734
TREE-21-013	7777 OVERLAKE DR W	87.25	90	0.75	1	86.5	89	81	None required	0	230,103
TREE-21-014	550 OVERLAKE DR E	11.75	13	7	7	4.75	6	9	4.25	9	24,756
TREE-21-016	7611 NE 12TH ST	12.75	15	0.75	1	12	14	3	None required	0	8,473
TREE-21-027	2450 78TH AVE NE	1.75	2	1.75	2	0	0	3	3	4	8,119
TREE-21-032	8604 NE 6TH ST	3.5	4	1	1	2.5	3	4	1.5	2	10,239
TREE-21-053	1312 76TH AVE NE	6	6	1	1	5	5	6	1	2	16,200
Total:		2146	2290	785	839	1361	1451	1025.75	116	209	



DEVELOPMENT
SERVICES

Attachment D

LISTS OF SUITABLE TREES

501 EVERGREEN POINT ROAD MEDINA, WA 98039
PHONE: 425-233-6414/6400

PURPOSE: The suitable tree species listed under each section are for the purpose of establishing significant trees under the Medina Tree Code (Chapter 16.52 Medina Municipal Code). This list includes trees species eligible towards planting requirements.*

LIST 1: SIGNIFICANT TREE SPECIES ON PRIVATE PROPERTY**

The following trees are designated as significant tree species pursuant to MMC 16.52.050. List 1 is used in conjunction with the definition of “significant tree” set forth in MMC 16.12.200 to denote the application of the term “significant tree” in the Medina Tree Code (Chapter 16.52 MMC). Please note that not all trees in this list are eligible for credit as supplemental or restoration trees. See List 4 for tree species eligible for supplemental tree or restoration tree credit.

A. EVERGREENS (CONIFERS):

1. All, except the following:
 - a. Leyland Cypress – *Cupressocyparis leylandii*
 - b. Arborvitae – *Thuja occidentalis*
 - c. Italian Cypress - *Cupressus sempervirens*
 - d. Blue Surprise Port Orford Cedar – *Chamaecyparis lawsoniana* ‘Blue Surprise’
 - e. Wissel’s Saguaro False Cypress – *Chamaecyparis lawsoniana* ‘Wissels Saquaro’
 - f. Other species not listed that typically have a crown diameter of less than 10 feet at maturity
 - g. Trees planted, clipped or sheared into use as a hedge regardless of species

B. DECIDUOUS

1. All that coincide with United States Department of Agriculture hardiness zones 8b and 9a, except the following:
 - a. Swedish Aspen – *Populus tremula* ‘Erecta’
 - b. Skyward Bald Cypress – *Taxodium distichum* ‘Skyward’
 - c. Other species not listed that typically have a crown diameter of less than 10 feet at maturity
 - d. Trees planted, clipped or sheared into use as a hedge regardless of species

* *The list of native trees are those that are naturally occurring and propagating in the Puget Sound lowlands in the last 100 years and coincide with the USDA hardiness zone 8b.*

** *Private property includes state highway right-of-way.*

Note: *The USDA Plant Hardiness Zones helps determine which plants are most likely to thrive at a location. The zones are based on the average annual minimum winter temperature, divided into 10-degree F zones.*

List of Suitable Trees**LIST 2: SIGNIFICANT TREE SPECIES ON CITY RIGHTS-OF-WAY**

This list shall apply only where a tree is removed from city rights-of-way. It is used to distinguish significant and non-significant trees. Tree species eligible for replacement credit in the city right-of-way are set forth in List 6 and 7.

A. EVERGREENS (CONIFERS) - NATIVE:

1. Lawson Cypress – *Chamaecyparis lawsoniana*
2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
3. Western Red Cedar – *Thuja plicata*
4. Douglas Fir – *Pseudotsuga menziesii*
5. Engelmann Spruce – *Picea engelmannii*
6. Grand Fir – *Abies grandis*
7. Pacific Silver Fir – *Abies amabilis*
8. Rocky Mountain Juniper – *Juniperus scopulorum*
9. Mountain Hemlock – *Tsuga mertensiana*
10. Western Hemlock – *Tsuga heterophylla*
11. Shore Pine – *Pinus contorta* var. *contorta*
12. Sitka Spruce – *Picea sitchensis*
13. Western White Pine – *Pinus monticola*

B. EVERGREENS (CONIFERS) – NON-NATIVE:

1. None

C. DECIDUOUS - NATIVE:

1. Pacific or Western Flowering Dogwood -- *Cornus nuttallii*
2. Vine Maple -- *Acer circinatum*
3. Red Alder -- *Alnus rubra*
4. Western Hazelnut -- *Corylus cornuta*
5. Oregon Ash -- *Fraxinus latifolia*
6. Narrow-leaved Cherry – *Prunus emarginata* var. *mollis*
7. Western Serviceberry - *Amelanchier alnifolia*
8. Black Hawthorn - *Crataegus douglasii*
9. Cascara - *Rhamnus purshiana*
10. Oregon White Oak - *Quercus garryana*
11. Pacific Crabapple - *Malus fusca*
12. Pacific Willow - *Salix lasiandra*

D. DECIDUOUS – NON-NATIVE:

1. None

LIST 3: LEGACY TREE SPECIES LIST

The following trees are Legacy Tree species that if the criteria in MMC 16.52.120 are present are subject to the replacement requirements for a Legacy Tree.

A. EVERGREENS (CONIFERS):

1. Lawson Cypress – *Chamaecyparis lawsoniana*
2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
3. Western Red Cedar – *Thuja plicata*
4. Douglas Fir – *Pseudotsuga menziesii*
5. Grand Fir – *Abies grandis*
6. Mountain Hemlock – *Tsuga mertensiana*
7. Western Hemlock – *Tsuga heterophylla*
8. Pacific Madrone – *Arbutus menziesii*
9. Shore Pine – *Pinus contorta* var. *contorta*
10. Western White Pine – *Pinus monticola*
11. Sitka Spruce – *Picea sitchensis*

B. DECIDUOUS:

1. None

LIST 4: TREE SPECIES ELIGIBLE FOR CREDIT ON PRIVATE PROPERTY

This list establishes eligibility requirements for receiving supplemental tree unit or restoration credits under MMC 16.52.130 and MMC 16.52.150 respectively. This list is used for determining existing trees that may be included as credit; and new tree plantings on private property that are eligible for credit. The list of native species in Sub-list 4A and 4C apply to determining tree retention requirements in MMC 16.52.110.

A. EVERGREENS (CONIFEROUS) - NATIVE:

1. Lawson Cypress – *Chamaecyparis lawsoniana*
2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
3. Western Red Cedar – *Thuja plicata*
4. Douglas Fir – *Pseudotsuga menziesii*
5. Engelmann Spruce – *Picea engelmannii*
6. Grand Fir – *Abies grandis*
7. Pacific Silver Fir – *Abies amabilis*
8. Rocky Mountain Juniper – *Juniperus scopulorum*
9. Mountain Hemlock – *Tsuga mertensiana*
10. Western Hemlock – *Tsuga heterophylla*
11. Shore Pine – *Pinus contorta* var. *contorta*
12. Sitka Spruce – *Picea sitchensis*
13. Western White Pine – *Pinus monticola*

List of Suitable Trees**B. EVERGREENS (CONIFEROUS) – NON-NATIVE:**

1. Korean Fir – *Abies koreana*
2. Spanish Fir – *Abies pinsapo*
3. White Fir – *Abies concolor*
4. Incense Cedar – *Calocedrus decurrens*
5. Deodar Cedar – *Cedrus deodara*
6. Atlas Cedar – *Cedrus atlantica*
7. Cedar of Lebanon – *Cedrus libani*
8. Moss Cypress – *Chamaecyparis pisifera*
9. Dwarf Hinoki Cypress – *Chamaecyparis obtusa*
10. Smooth-barked Arizona Cypress – *Cupressus glabra*
11. Dawn Redwood – *Metasequoia glyptostroboides*
12. Swiss Stone Pine – *Pinus cembra*
13. Austrian Black Pine – *Pinus nigra*
14. Japanese Black Pine – *Pinus thunbergii*
15. Japanese Red Pine – *Pinus densiflora*
16. Japanese Cryptomeria – *Cryptomeria japonica*
17. Serbian Spruce – *Picea omorika*
18. Umbrella Pine – *Sciadopitys verticillata*
19. Bald Cypress – *Taxodium distichum*
20. Hiba Cedar – *Thujopsis dolobrata*
21. Canadian Hemlock – *Tsuga canadensis*

C. DECIDUOUS - NATIVE:

1. Pacific or Western Flowering Dogwood -- *Cornus nuttallii*
2. Vine Maple -- *Acer circinatum*
3. Red Alder -- *Alnus rubra*
4. Western Hazelnut -- *Corylus cornuta*
5. Oregon Ash -- *Fraxinus latifolia*
6. Narrow-leaved Cherry – *Prunus emarginata* var. *mollis*
7. Western Serviceberry - *Amelanchier alnifolia*
8. Black Hawthorn - *Crataegus douglasii*
9. Cascara - *Rhamnus purshiana*
10. Oregon White Oak - *Quercus garryana*
11. Pacific Crabapple - *Malus fusca*
12. Pacific Willow - *Salix lasiandra*

D. DECIDUOUS – NON-NATIVE:

1. None

List of Suitable Trees**LIST 5: REPLACEMENT TREE SPECIES FOR CREDIT ON CITY RIGHTS-OF-WAY**

The following trees are designated as eligible for receiving replacement credit on the city right-of-way. Trees planted in the rights-of-way shall ensure that sight-distance requirements are maintained and utilities will not become encumbered. If overhead power distribution or transmission lines are within 20 horizontal feet of the planting location, the replacement tree species shall be selected from List 6.

A. EVERGREENS (CONIFERS) - NATIVE:

1. Lawson Cypress – *Chamaecyparis lawsoniana*
2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
3. Western Red Cedar – *Thuja plicata*
4. Douglas Fir – *Pseudotsuga menziesii*
5. Engelmann Spruce – *Picea engelmannii*
6. Grand Fir – *Abies grandis*
7. Pacific Silver Fir – *Abies amabilis*
8. Rocky Mountain Juniper – *Juniperus scopulorum*
9. Mountain Hemlock – *Tsuga mertensiana*
10. Western Hemlock – *Tsuga heterophylla*
11. Shore Pine – *Pinus contorta* var. *contorta*
12. Sitka Spruce – *Picea sitchensis*
13. Western White Pine – *Pinus monticola*

B. EVERGREENS (CONIFERS) – NON-NATIVE:

1. Korean Fir – *Abies koreana*
2. Spanish Fir – *Abies pinsapo*
3. White Fir – *Abies concolor*
4. Incense Cedar – *Calocedrus decurrens*
5. Deodar Cedar – *Cedrus deodara*
6. Atlas Cedar – *Cedrus atlantica*
7. Cedar of Lebanon – *Cedrus libani*
8. Moss Cypress – *Chamaecyparis pisifera*
9. Dwarf Hinoki Cypress – *Chamaecyparis obtusa*
10. Smooth-barked Arizona Cypress – *Cupressus glabra*
11. Dawn Redwood – *Metasequoia glyptostroboides*
12. Swiss Stone Pine – *Pinus cembra*
13. Austrian Black Pine – *Pinus nigra*
14. Japanese Black Pine – *Pinus thunbergii*
15. Japanese Red Pine – *Pinus densiflora*
16. Japanese Cryptomeria – *Cryptomeria japonica*
17. Serbian Spruce – *Picea omorika*
18. Umbrella Pine – *Sciadopitys verticillata*
19. Bald Cypress – *Taxodium distichum*
20. Hiba Cedar – *Thujopsis dolabrata*
21. Canadian Hemlock – *Tsuga canadensis*

List of Suitable Trees**C. DECIDUOUS - NATIVE:**

1. Pacific or Western Flowering Dogwood -- *Cornus nuttallii*
2. Vine Maple -- *Acer circinatum*
3. Red Alder -- *Alnus rubra*
4. Western Hazelnut -- *Corylus cornuta*
5. Oregon Ash -- *Fraxinus latifolia*
6. Narrow-leaved Cherry – *Prunus emarginata* var. *mollis*
7. Western Serviceberry - *Amelanchier alnifolia*
8. Black Hawthorn - *Crataegus douglasii*
9. Cascara - *Rhamnus purshiana*
10. Oregon White Oak - *Quercus garryana*
11. Pacific Crabapple - *Malus fusca*
12. Pacific Willow - *Salix lasiandra*

D. DECIDUOUS – NON-NATIVE:

1. None

LIST 6: TREE SPECIES FOR CREDIT IN RESTRICTED CITY RIGHT-OF-WAY

The tree species in List 7 shall be used for replacement credit in those locations identified as “Restricted R.O.W” in the Medina Landscape Plan set forth in Figure 3 of the Community Design Element of the Medina Comprehensive Plan. The city may accept other tree species not on the list for replacement credit provided the tree is an appropriate species to be planted where overhead utility lines or view corridors necessitate lower tree heights.

LIST 7: LOW-GROWING TREE SPECIES SUITABLE NEAR POWER LINES

The tree species in this list may be used for replacement credit when replacement trees are planted under or within 20 horizontal feet of overhead power distribution and transmission lines. The city may accept non-native tree species in this list and other non-native tree species not on the list for replacement credit provided the tree is an appropriate species to be planted near power lines.

A. EVERGREENS:

1. Mugo Pine – *Pinus mugo*
2. Tanyosho Pine – *Pinus densiflora* ‘*Umbraculifera*’
3. Dwarf Hinoki Cypress – *Chamaecyparis obtusa* ‘*Nana gracilis*’
4. Chinese Juniper – *Juniperus chinensis*
5. Swiss Stone Pine – *Pinus cembra*
6. Japanese Umbrella Pine – *Sciadopitys verticillata*
7. Bristlecone Pine – *Pinus aristata*
8. Dwarf Japanese Red Pine – *Pinus densiflora* sp

List of Suitable Trees**B. DECIDUOUS:**

1. Vine Maple – *Acer circinatum*
2. Amur Maple – *Acer ginnala*
3. Rocky Mountain Maple – *Acer grandidentatum*
4. Paperbark Maple – *Acer griseum*
5. Japanese Maple – *Acer palmatum*
6. Pacific Serviceberry – *Amelanchier alnifolia*
7. Western Serviceberry – *Amelanchier grandiflora*
8. Japanese Hornbeam – *Carpinus japonica*
9. Eastern Redbud – *Cercis canadensis*
10. Corneliancherry Dogwood – *Cornus mas*
11. Japanese Dogwood – *Cornus officinalis*
12. European Filbert – *Corylus avellana*
13. Smoketree – *Cotinus sp.*
14. Hawthorn – *Crataegus sp.*
15. Goldenrain Tree – *Koelreuteria paniculata*
16. Galaxy Magnolia – *Magnolia 'Galaxy'*
17. Star Magnolia – *Magnolia stellata*
18. Lily Magnolia – *Magnolia liliiflora*
19. Victoria Southern Magnolia – *Magnolia grandiflora 'Victoria'*
20. Carmine Crabapple -- *Malus x atrosanguinea*
21. Sargent Crabapple – *Malus sargentii*
22. Pink Perfection Crabapple – *Malus 'Pink Perfection'*
23. Radiant Crabapple – *Malus 'Radiant'*
24. Strathmore Crabapple – *Malus 'Strathmore'*
25. Persian Parrotia – *Parrotia persica*
26. Flowering Cherry/Plum – *Prunus sp.*
27. Amur Chokecherry – *Prunus maackii*
28. Mt. Fuji Flowering Cherry – *Prunus serrulata 'Shirotae'*
29. Staghorn Sumac – *Rhus typhina*
30. Red Cascade Mountain Ash – *Sorbus americana 'Dwarf-crown'*
31. Japanese Stewartia – *Stewartia pseuocamellia*
32. Japanese Snowbell – *Styrax japonicus*
33. Japanese Tree Lilac – *Syringa reticulata*

SOURCE FOR IDENTIFYING NATIVE SPECIES:

- Kruckerberg, Arthur R. *Gardening with Native Plants of the Pacific Northwest – an illustrated guide*. Seattle: University of Washington Press, 1982. Print.
- Arno, Stephen F. and Hammerly, Ramona P. *Northwest Trees – identifying and understanding the regions native trees*. Seattle: The Mountaineers, 1977. Print.
- Hitchcock, C. Leo and Cronquist, Arthur. *Flora of the Pacific Northwest – an illustrated manual*. Seattle: University of Washington Press, 1973. Print.
- Breen, Patrick. *Oregon State University Department of Horticulture Landscape Plants – Images, identification and information* (<http://oregonstate.edu/dept/ldplants/>, September 12, 2013). Corvallis, OR 97331-4501, USA.
- USDA, NRCS. 2013. *The PLANTS Database* (<http://plants.usda.gov>, 19 September 2013). National Plant Data Team, Greensboro, NC 27401-4901 USA.
- USDA Plant Hardiness Zone Map, 2012. Agricultural Research Service, U.S. Department of Agriculture. Accessed from <http://planthardiness.ars.usda.gov>.

Excerpt from Staff report memo, April 27, 2021 Planning Commission meeting

Amending tree credit value section MMC 20.52.130(C) (increase or decrease) (NEW)

At the March Planning Commission meeting, the possibility of amending the tree credit value table (MMC 20.52.130(C)) so that larger trees (36" DBH or greater) were given a value of 1.25 was suggested (the current code has trees with a DBH of 50" or greater assigned to this value). As staff began the analysis, it quickly became apparent that assigning trees that are 36" or larger the 1.25 value did not have the impact that was assumed. In fact, it did not alter the net trees of any of the analyzed permits. Instead of raising the tree credit values, perhaps reducing them would be more appropriate. In the examples, a reduced tree credit value coupled with the .4 tree density multiplier resulted in more trees either being saved through retention or by supplemental planting.

The following is an analysis of six previously approved tree permits. Using the approved applications the examples show: what was permitted per the code; increasing the value to 1.25 for trees with a 36" DBH or greater; and reducing all of the tree credit values. For ease of reference, the baseline of what is used for each example is shown in the tables below:

Table for 1st Example (current code)

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0.75
	Greater than 10 inches	1.0
Coniferous	6 to 10 inches	0.75
	Greater than 10 inches, but less than 50 inches	1.0
	50 inches and greater	1.25

Table for 2nd Example (36" and larger 1.25)

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0.75
	Greater than 10 inches	1.0
Coniferous	6 to 10 inches	0.75
	Greater than 10 inches, but less than 36 inches	1.0
	36 inches and greater	1.25

Table for 3rd Example (reduce all values by .25)

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0.5
	Greater than 10 inches	0.75
Coniferous	6 to 10 inches	0.5
	Greater than 10 inches, but less than 36 inches	0.75
	36 inches and greater	1.0

707 Overlake Drive (TREE-20-049)

This is one of the permits that Steve Wilcox discussed in his presentation. This is a property on a steep slope critical area and is a heavily wooded site.

Lot size: 19,753

Zoning: R-16

Permitted

Total Existing Tree Units: 35.5
 Total Tree Units Removed: 20.75
 Net Tree Units: 14.75
 Required Tree Units (.35): 6.9 = 7
 Supplemental Units Required: No

Using 1.25 tree credits for trees 36” and greater and the .4 multiplier

Total Existing Tree Units: 36
 Total Tree Units Removed: 21.25 (based on updated credits)
 Net Tree Units: 14.75
 Required Tree Units (.4): 7.9 = 8
 Supplemental Units Required: No

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 26.25
 Total Tree Units Removed: 15.5 (based on updated credits)
 Net Tree Units: 10.75
 Required Tree Units (.4): 7.9 = 8
 Supplemental Units Required: No

Result between tree credit values – No Difference

There was no difference in increasing the tree credit value for the two trees that were 36” on this site (both of which were approved to be removed) to 1.25. Once the trees that were to be removed were subtracted from the existing tree units, there was no difference in the net tree units between the existing code and increasing the credit value for trees larger than 36”. Additionally, by reducing the number of credits the trees are worth, they would have still been able to remove the same

number of trees and have more tree credits than the minimum required. No supplemental trees would have been required under any of the examples.

Result of legacy tree removal

This project removed two 36” trees. By amending the code to include trees 36” and above, this would either have required the homeowner to amend their site plan to ensure both trees were saved (the trees were located on the outer perimeter) or would have required 36” of replacement tree caliper. If the owner did not want to amend the site plan, this would have likely resulted in the homeowner requesting to use the in-lieu of planting section of the code.

**707 Overlake Drive East
Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36” DBH and larger at 1.25	Tree Credits Reduced
Madrona	6	x	0.75	0.75	0.5
Douglas Fir	6		0.75	0.75	0.5
Madrona	6		0.75	0.75	0.5
Tree	6	x	0.75	0.75	0.5
Cedar	6	x	0.75	0.75	0.5
Cedar	6	x	0.75	0.75	0.5
Deciduous	8		0.75	0.75	0.5
Tree	8	x	0.75	0.75	0.5
Hemlock	8	x	0.75	0.75	0.5
Cedar	10		0.75	0.75	0.5
Cedar	10		0.75	0.75	0.5
Deciduous	10	x	0.75	0.75	0.5
Cedar	10	x	0.75	0.75	0.5
Cedar	10	x	0.75	0.75	0.5
Cedar	12		1	1	0.75
Cedar	12	x	1	1	0.75
Douglas Fir	12	x	1	1	0.75
Madrona	12	x	1	1	0.75
Douglas Fir	14		1	1	0.75
Douglas Fir	16	x	1	1	0.75
Cedar	18	x	1	1	0.75
Douglas Fir	22	x	1	1	0.75
Deciduous	22		1	1	0.75
Douglas Fir	24		1	1	0.75
Hemlock	24		1	1	0.75
Douglas Fir	24	x	1	1	0.75
Deciduous	26		1	1	0.75
Douglas Fir	26	x	1	1	0.75
Douglas Fir	28		1	1	0.75

Douglas Fir	30	x	1	1	0.75
Douglas Fir	30		1	1	0.75
Cedar	30		1	1	0.75
Douglas Fir	30	x	1	1	0.75
Douglas Fir	32		1	1	0.75
Douglas Fir	32		1	1	0.75
Douglas Fir	32	x	1	1	0.75
Douglas Fir	32	x	1	1	0.75
Douglas Fir	36	x	1	1.25	1
Douglas Fir	36	x	1	1.25	1
TOTAL			35.5	36	26.25

7815 NE 28th ST (TREE-20-013)

Lot size: 8,120 sq. ft.

Zoning: R-16

Permitted

Total Existing Tree Units: 12
 Total Tree Units Removed: 8.25
 Net Tree Units: 3.75
 Required Tree Units (.35): 2.9 = 3
 Supplemental Units Required: No

Using 1.25 tree credits for trees 36” and greater and the .4 multiplier

Total Existing Tree Units: 12.25
 Total Tree Units Removed: 8.5 (based on updated credits)
 Net Tree Units: 3.75
 Required Tree Units (.4): 3.2 = 4
 Supplemental Units Required: **Yes – 1 tree**

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 8.75
 Total Tree Units Removed: 6.25 (based on updated credits)
 Net Tree Units: 2.5
 Required Tree Units (.4): 3.2 = 4
 Supplemental Units Required: **Yes – 2 trees**

Result between tree credit values – Reducing tree credits with the .4 multiplier resulted in more trees

The net tree unit number was unchanged for what was permitted per code and increasing the tree credit value for trees over 36” to 1.25. The .4 multiplier increased the requirement of a supplemental tree by 1 tree (or this could have been achieved by retaining another tree). Having the multiplier at .4 plus reducing the tree credit value resulted in 2 additional tree credits, which again could have been accomplished by retaining two more or by supplemental planting.

Result of legacy tree removal

This project removed one 44” tree that was located in the corner of the lot. It’s possible that the site plan would have been amended so that the tree root wasn’t disturbed and the tree could remain, or that the owners would not be willing to plant 22” of replacement tree caliper and so would ask to utilize the in-lieu of planting section of the code.

**7815 NE 28th
Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36” DBH and larger at 1.25	Tree Credits Reduced
Cedar	7		0.75	0.75	0.5
Douglas Fir	7		0.75	0.75	0.5
Cedar	7.2		0.75	0.75	0.5
Cedar	8		0.75	0.75	0.5
Cedar	8.5		0.75	0.75	0.5
Plum	9	x	0.75	0.75	0.5
Apple	9.5	x	0.75	0.75	0.5
Hawthorne	10	x	0.75	0.75	0.5
Plum	12.6	x	1	1	0.75
Douglas Fir	18	x	1	1	0.75
Douglas Fir	24	x	1	1	0.75
Douglas Fir	26	x	1	1	0.75
Douglas Fir	28	x	1	1	0.75
Douglas Fir	44	x	1	1.25	1
TOTAL			8.25	8.5	6.25

2000 79th Ave NE (TREE-16-013)

Lot size: 40,108 sq. ft.

Zoning: R-20

Permitted

Total Existing Tree Units: 35.5

Total Tree Units Removed: 20.5

Net Tree Units: 15

Required Tree Units (.35): 14

Supplemental Units Required: No

Using 1.25 tree credits for trees 36” and greater and the .4 multiplier

Total Existing Tree Units: 36

Total Tree Units Removed: 21 (based on updated credits)

Net Tree Units: 15

Required Tree Units (.4): 16

Supplemental Units Required: **Yes – 1 tree**

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 26.5

Total Tree Units Removed: 15.5 (based on updated credits)

Net Tree Units: 11

Required Tree Units (.4): 16

Supplemental Units Required: **Yes – 5 trees**

Result between tree credit values – Reducing tree credits with the .4 multiplier resulted in more trees

Once again, the net tree unit number was unchanged for what was permitted and increasing trees over 36” to a 1.25 tree credit. The multiplier of .4 increased the requirement of a supplemental tree by 1 tree (or this could have been achieved by retaining another tree). Having the multiplier at .4 plus the reduced tree credit value resulted in 5 additional trees, which could have been accomplished by retaining more trees or by supplemental planting.

Result of legacy tree removal

This project removed one 36” tree and one 38” tree, both of which were located well outside of the building envelope. Due to their locations, it is staff’s opinion that both of these trees were removed to improve the view of the golf course. Lowering the legacy tree requirements would have possibly made the owners reconsider removing these trees, or they would have most likely requested to use the in-lieu of planting section to not have to plant 37” of replacement tree caliper.

**2000 79th Avenue NE
Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36” DBH and larger at 1.25	Tree Credits Reduced
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6		0.75	0.75	0.5
Dogwood	6		0.75	0.75	0.5
Dogwood	8	x	0.75	0.75	0.5
Dogwood	8	x	0.75	0.75	0.5
Dogwood	8		0.75	0.75	0.5
Dogwood	9		0.75	0.75	0.5
Douglas Fir	10		0.75	0.75	0.5
Cherry	12		0.75	0.75	0.5
Ash	12		0.75	0.75	0.5
Ash	14	x	0.75	0.75	0.5
Cherry	15	x	1	1	0.75

Douglas Fir	16	x	1	1	0.75
Magnolia	16		1	1	0.75
Douglas Fir	16		1	1	0.75
Birch	16		1	1	0.75
Maple	17		1	1	0.75
Cedar	18	x	1	1	0.75
Douglas Fir	18		1	1	0.75
Douglas Fir	18	x	1	1	0.75
Douglas Fir	20	x	1	1	0.75
Cherry	20	x	1	1	0.75
Douglas Fir	24		1	1	0.75
Douglas Fir	24		1	1	0.75
Douglas Fir	24		1	1	0.75
Douglas Fir	25	x	1	1	0.75
Douglas Fir	26	x	1	1	0.75
Douglas Fir	30	x	1	1	0.75
Douglas Fir	30	x	1	1	0.75
Douglas Fir	30	x	1	1	0.75
Douglas Fir	32		1	1	0.75
Douglas Fir	32	x	1	1	0.75
Douglas Fir	35	x	1	1	0.75
Hemlock	36	x	1	1	0.75
Cedar	38	x	1	1.25	1
TOTAL			35.5	36	26.25

1306 Evergreen Point Road (TREE-17-033)

Lot size: 16,364 sq. ft.

Zoning: R-16

Permitted

Total Existing Tree Units: 22.75

Total Tree Units Removed: 14.5

Net Tree Units: 8.25

Required Tree Units (.35): 5.7=6

Supplemental Units Required: No

Using 1.25 tree credits for trees 36” and greater and the .4 multiplier – *this property had no trees larger than 36”*

Total Existing Tree Units: 22.75

Total Tree Units Removed: 14.5 (no trees 36” or larger)

Net Tree Units: 8.25

Required Tree Units (.4): 6.5=7

Supplemental Units Required: No

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 16.75
 Total Tree Units Removed: 10.75 (no trees 36" or larger)
 Net Tree Units: 6
 Required Tree Units (.4): 6.5=7
 Supplemental Units Required: **Yes – 1 tree**

Result between tree credit values – Reducing tree credits with the .4 multiplier resulted in more trees

Although there were no trees that were 36" or larger on this site, the increased multiplier and reduced tree credit value did result in an additional tree.

Result of legacy tree removal

This project did not have any legacy trees.

**1306 Evergreen Point Road
 Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36" DBH and larger at 1.25	Tree Credits Reduced
Dogwood	6		0.75	0.75	0.5
Dogwood	6		0.75	0.75	0.5
Dogwood	6		0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6		1	1	0.75
Dogwood	8	x	1	1	0.75
Dogwood	8	x	1	1	0.75
Dogwood	8	x	1	1	0.75
Dogwood	9	x	1	1	0.75
Douglas Fir	10		1	1	0.75
Cherry	12	x	1	1	0.75
Ash	12	x	1	1	0.75
Ash	14		1	1	0.75
Cherry	15	x	1	1	0.75
Douglas Fir	16	x	1	1	0.75
Magnolia	16	x	1	1	0.75
Douglas Fir	16		1	1	0.75
Birch	16	x	1	1	0.75
Maple	17	x	1	1	0.75
Cedar	18	x	1	1	0.75
Douglas Fir	18		1	1	0.75
Douglas Fir	18		1	1	0.75
Douglas Fir	20	x	1	1	0.75
TOTAL			22.75	22.75	16.75

1221 Evergreen Point Road (TREE-18-013)

Lot size: 65,556 sq. ft.

Zoning: R-30

Permitted

Total Existing Tree Units: 79.5
 Total Tree Units Removed: 29.75
 Net Tree Units: 49.75
 Required Tree Units (.35): 22.9=23
 Supplemental Units Required: No

Using 1.25 tree credits for trees 36” and greater and the .4 multiplier

Total Existing Tree Units: 79.5
 Total Tree Units Removed: 29.79 (no trees 36” or larger being removed)
 Net Tree Units: 49.75
 Required Tree Units (.4): 26.22=27
 Supplemental Units Required: No

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 59.25
 Total Tree Units Removed: 22 (no trees 36” or larger being removed)
 Net Tree Units: 37.25
 Required Tree Units (.4): 26.222=27
 Supplemental Units Required: No

Result between tree credit values – No Difference

Due to the size of the lot and the number of existing trees, there was neither a difference in having the trees that were 36” on this site (all of which were kept) have a tree credit of 1.25, nor was there any difference in reducing the tree credit values. No supplemental trees were required for any of the analyses.

Result of legacy tree removal

This project did not remove any legacy trees.

**1221 Evergreen Point Road
 Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36” DBH and larger at 1.25	Tree Credits Reduced
Cedar	6		0.75	0.75	0.5
Hazelnut	6	x	0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5

Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6.5	x	0.75	0.75	0.5
Cedar	8		0.75	0.75	0.5
Cedar	8		0.75	0.75	0.5
Apple	8	x	0.75	0.75	0.5
Cedar	8	x	0.75	0.75	0.5
Cedar	8		0.75	0.75	0.5
Hazelnut	8		0.75	0.75	0.5
Hazelnut	8		0.75	0.75	0.5
Ash	8		0.75	0.75	0.5
Maple	8		0.75	0.75	0.5
Cedar	9	x	0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	10		1	1	0.75
Cedar	10		1	1	0.75
Cedar	10		1	1	0.75
Douglas Fir	10		1	1	0.75
Douglas Fir	10		1	1	0.75
Douglas Fir	10		1	1	0.75
Douglas Fir	10	x	1	1	0.75
Cedar	10		1	1	0.75
Hawthorn	10	x	1	1	0.75
Douglas Fir	10	x	1	1	0.75
Douglas Fir	10	x	1	1	0.75
Cherry	10		1	1	0.75
Ash	10		1	1	0.75
Dogwood	10		1	1	0.75
Maple	10		1	1	0.75
Douglas Fir	11		1	1	0.75
Hemlock	11	x	1	1	0.75
Cedar	11		1	1	0.75
Douglas Fir	12		1	1	0.75
Cedar	12		1	1	0.75
Cedar	12		1	1	0.75
Cedar	12		1	1	0.75
Dogwood	12	x	1	1	0.75
Dogwood	12	x	1	1	0.75
Plum	12	x	1	1	0.75

Douglas Fir	12	x	1	1	0.75
Madrone	12		1	1	0.75
Madrone	12		1	1	0.75
Hawthorn	12		1	1	0.75
Cedar	13		1	1	0.75
Yew	13	x	1	1	0.75
Douglas Fir	15		1	1	0.75
Douglas Fir	15		1	1	0.75
Apple	15	x	1	1	0.75
Cedar	16	x	1	1	0.75
Cedar	16		1	1	0.75
Douglas Fir	16		1	1	0.75
Apple	16	x	1	1	0.75
Apple	16	x	1	1	0.75
Douglas Fir	16		1	1	0.75
Cedar	17	x	1	1	0.75
Douglas Fir	18		1	1	0.75
Cherry	18	x	1	1	0.75
Cedar	20		1	1	0.75
Cottonwood	20	x	1	1	0.75
Cedrus	22	x	1	1	0.75
Cypress	22	x	1	1	0.75
Douglas Fir	23		1	1	0.75
Cedar	23	x	1	1	0.75
Cedar	23	x	1	1	0.75
Cedar	26	x	1	1	0.75
Cedar	27	x	1	1	0.75
Cedar	27	x	1	1	0.75
Cedar	35	x	1	1	0.75
Cedar	35	x	1	1	0.75
Douglas Fir	36		1	1.25	1
Maple	36		1	1.25	1
Cottonwood	36		1	1.25	1
Cottonwood	36		1	1.25	1
Cottonwood	38		1	1.25	1
TOTAL			79.5	80.75	59.25

2626 78th Avenue NE (TREE-20-008)

Lot size: 8,120 sq. ft.

Zoning: R-16

Permitted

Total Existing Tree Units: 10

Total Tree Units Removed: 7

Net Tree Units: 3

Required Tree Units (.35): 3
 Supplemental Units Required: No

Using 1.25 tree credits for trees 36” and greater and the .4 multiplier

Total Existing Tree Units: 10.5
 Total Tree Units Removed: 7.5
 Net Tree Units: 3
 Required Tree Units (.4): 3.2=4
 Supplemental Units Required: **Yes – 1 tree**

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 8
 Total Tree Units Removed: 5.75
 Net Tree Units: 2.25
 Required Tree Units (.4): 3.2=4
 Supplemental Units Required: **Yes – 2 trees**

Result between tree credit values – Reducing tree credits with the .4 multiplier resulted in more trees

Again, assigning trees 36” or larger a tree credit of 1.25 did not result in much of a difference. However, the increased multiplier along with a reduction in tree credit value resulted in two additional trees, which could have been satisfied by either retaining two more trees or supplemental plantings.

Result of legacy tree removal

This project removed one 38” tree and one 39” tree. The 39” tree was located in the front of the property and the 38” was located in the rear building envelope. It’s possible that the 39” tree would have been saved but the 38” would have only been saved with a redesign of the house and possibly some sort of variance for setbacks. If the owner elected to have both trees removed, a small lot (8,120 sq. ft.) could not reasonably support 38.5” of replacement tree caliper and so they would have had to request the in-lieu of planting section.

**2626 78th Ave NE
 Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36” DBH and larger at 1.25	Tree Credits Reduced
Cedar	10		1	1	0.75
Douglas Fir	15		1	1	0.75
Douglas Fir	16	x	1	1	0.75
Douglas Fir	17		1	1	0.75
Douglas Fir	17	x	1	1	0.75
Douglas Fir	26	x	1	1	0.75
Douglas Fir	29	x	1	1	0.75

Douglas Fir	33	x	1	1	0.75
Douglas Fir	38	x	1	1.25	1
Douglas Fir	39	x	1	1.25	1
TOTAL			10	10.5	8

Conclusions for reducing legacy trees to 36” or greater

Throughout the analysis of tree permits this year, it has been fairly evident that if a property is heavily wooded the homeowner can cut down a large number of trees; no slight modification or tweaking of numbers is going to change that. This is evidenced by the analysis of 707 Overlake Drive and 1221 Evergreen Point Road, both of which were heavily wooded and both of which were able to remove a large number of trees as a result. It is staff’s opinion that putting in place priorities for areas of retention should help curb the clear-cut complaints that are received. However, if after five or so more years this does not create the intended result, then the city should perhaps consider either varying tree retention requirements based on lot size or existing on-site canopy.

In analyzing six approved tree permits, raising the credit for trees that are 36” or larger to 1.25 credits did not seem to have the impact that was hypothesized at the March meeting. Permits where larger trees had been removed would not have been hindered by this additional .25 tree credit value. It’s possible that a change like that might encourage someone to save one or two additional trees, but ultimately the impact would be minimal. On average, increasing the tree density multiplier from .35 to .4 (which was voted unanimously to recommend in March) will have the result of requiring an additional tree. Reducing the tree credit values by .25 seems to result in more trees either being saved or requiring supplemental plantings more often.

Reducing the DBH of what qualifies as a legacy would require those trees to follow the legacy tree protection measures (MMC 20.52.120) which includes the replacement section. Large lots would be able to accommodate at least some of the replanting that is required more often than small lots.

Proposed Tree Code Change FAQ Visual

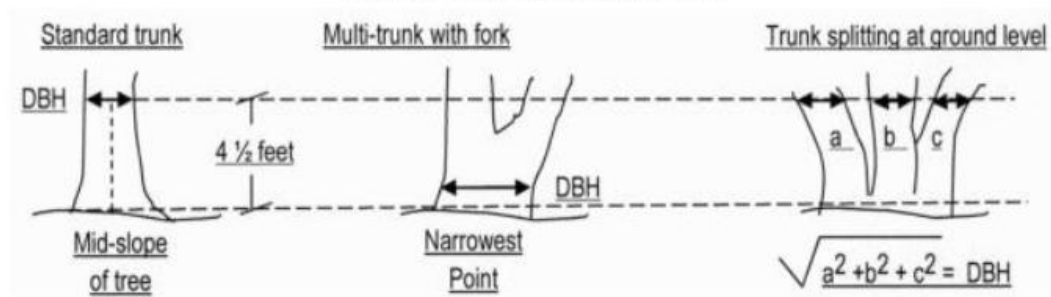
Proposed Code Change:

Lowering Legacy Trees from 50" DBH to 36" DBH

How is DBH determined?

Diameter Breast Height (DBH) is determined by measuring the outside bark of a tree trunk, 4 ½ feet (54-inches) above the surrounding existing ground surface.

Figures Measuring DBH



What does this look like?

The hula hoop has a diameter of 36". To visualize this, a tree would need to be measured 4 ½ feet from the ground and have a minimum circumference of 113 inches

Finding the DBH of a 113-inch tree:

$$\text{Diameter} = \text{Circumference} / \pi$$

$$\text{Diameter} = 113 / 3.14$$

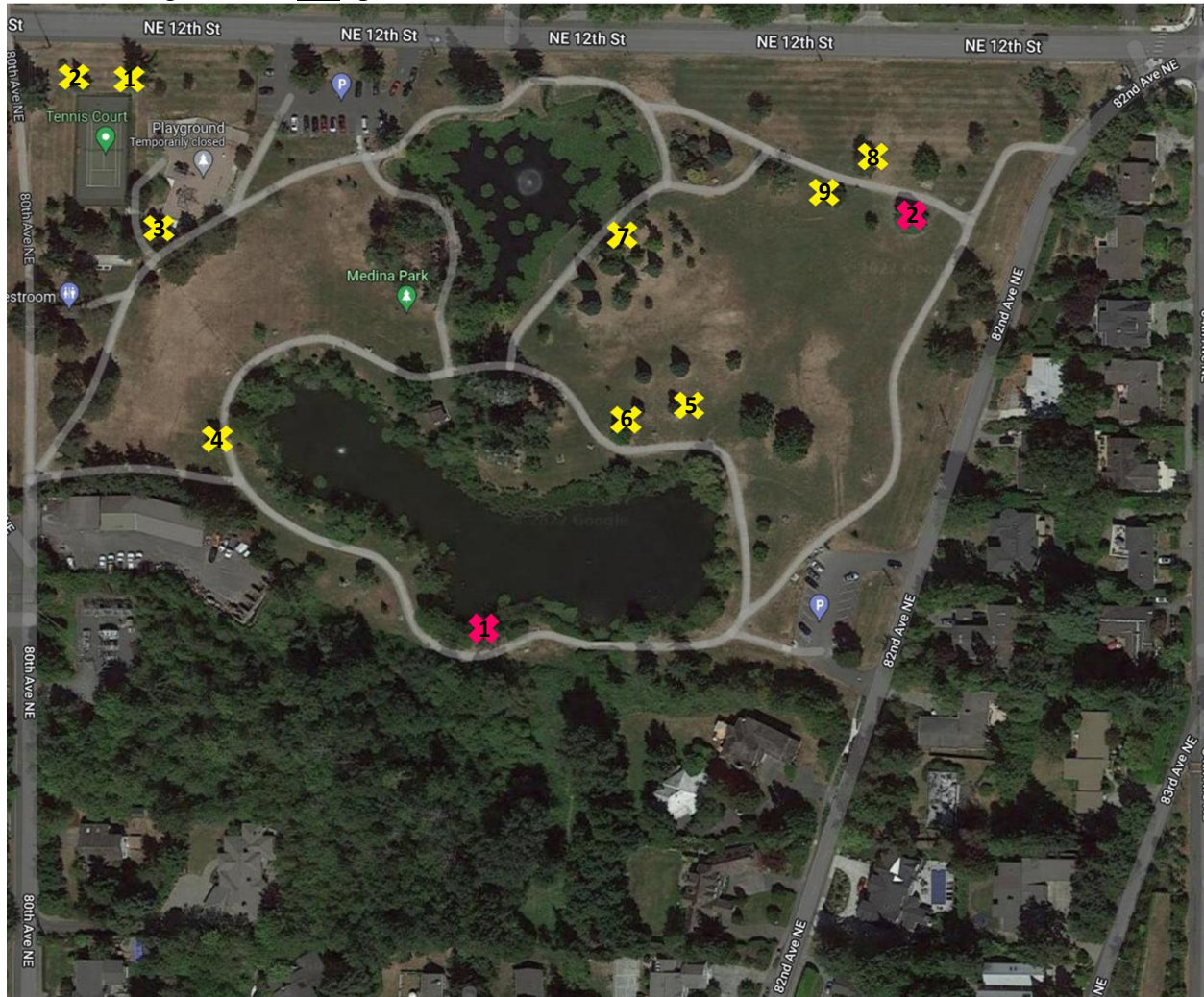
$$\text{Diameter} = 36$$



Medina Park's Map of Tagged Trees

Yellow = Non-Legacy Sized Trees
Pink = Proposed Legacy* Sized Trees

* Just looking at DBH, not species



Yellow Tags

1. 24.4" DBH
2. 16.1" DBH
3. 18.2" DBH
4. 16.4" DBH
5. 14.8" DBH
6. 9.1" DBH
7. 20.2" DBH
8. 17" DBH
9. 17.5" DBH

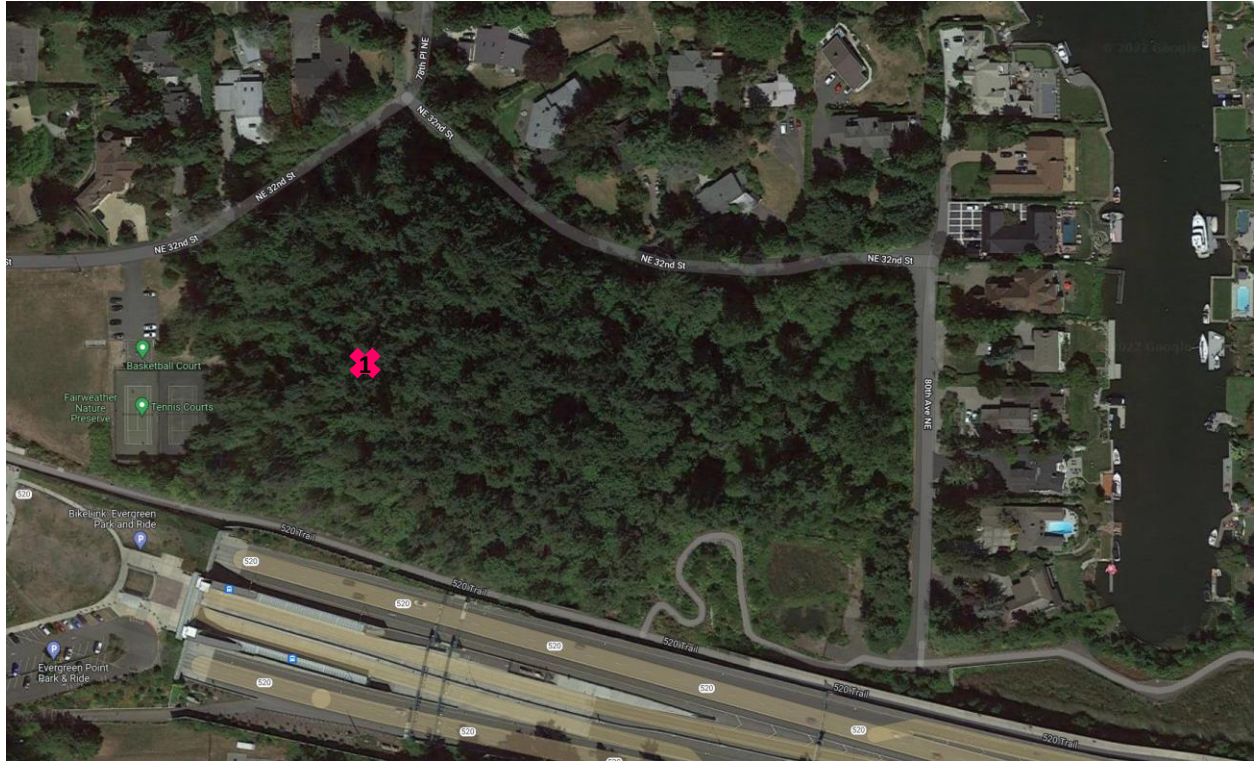
Pink Tags

1. 36" DBH
2. 48.8" DBH

Attachment G

Fairweather – 1 Tree

1. 39.8" DBH – head left once you go into Fairweather and keep walking – tree will be on left



Stephanie Keyser**Attachment H**

From: dbocek@comcast.net
Sent: Thursday, June 30, 2022 5:53 PM
To: Stephanie Keyser
Subject: Proposed Tree Code Amendments

Stephanie-----thank you very much for an exceptionally informative open house tonight. I appreciated you taking the time to answer my questions and the handouts were very well done and very helpful. In summary, an excellent presentation by our city.

I think the proposed changes were well thought out and they will help support the unique environment of Medina in the future. Please share my total support of the amendments with the City Council so they know at least one concerned citizen is in favor of the code changes.

In closing, while I understand your answer to my question, I would still like to say that I think 2" DBH is too small for a supplemental tree requirement. I believe we could make a larger tree size work to promote a better canopy cover in less time. Thank you.

Miles

Stephanie Keyser**Attachment H**

From: laurelpr@seanet.com
Sent: Sunday, March 27, 2022 1:53 PM
To: Stephanie Keyser
Subject: FW: trees

Hi Stephanie,

I received this email from Miles Adam (I meant to send it to you sooner!). Please forward to Planning Commissioners, and Councilmembers as appropriate. I responded to the message saying that the recommendations are under consideration by Council.

Best,
Laurel

From: dbocek@comcast.net <dbocek@comcast.net>
Sent: Friday, March 18, 2022 12:18 PM
To: laurelpr@seanet.com
Subject: trees

Hello Laurel-----I am sorry to bother you again about Medina's tree policy but I have to make one more comment. Thank you for humoring me.

Our neighbors cut down a tree about 100 feet tall with a DBH of 32 inches. Our city's policy requires them to plant three trees with a DBH of 2 inches each to replace the tree they removed. This raises the same issue I discussed with you previously. How can these three little trees ever equal the canopy of the very large tree that was cut down? The answer is not in my grandchildren's lifetime. If the city continues to make trade offs like this, we will soon have little tree canopy left in Medina.

I know you are working on a new policy, and I thank you for your efforts. We could go a long way toward addressing the shortcomings in our current policy by changing the DBH of the required replacement trees to six inches and requiring the city to inspect the new trees annually. Trees this size are available and an annual inspection would make sure the permit's requirements are being followed. This change in the policy is easy to make and to implement and would help preserve our all important tree canopy.

Thank you for your consideration.

Miles

Stephanie Keyser**Attachment H**

From: Steve Burnstead <Steve@burnstead.com>
Sent: Monday, December 13, 2021 6:21 PM
To: Council
Subject: Medina Tree Ordinance

From: Steve Burnstead <Steve@burnstead.com>
Sent: Sunday, December 12, 2021 6:19 PM
To: Medina Council
Subject: RE: Medina Tree Ordinance

Medina Council,

I did not receive anything from the City of Medina seeking input from Medina Property Owners regarding the proposed changes to the Medina Tree Ordinance.

1. The existing Tree Ordinance was only recently reviewed and revised after over a year analysis seeking and receiving lots of input from Medina property owners, outside consultant scientific analysis of the existing tree canopy, and taking account the desire for property owners to maintain views and sunlight with reasonable mitigation ratios. The existing tree ordinance should be modified! Stop
2. Just because a couple of properties were redeveloped that had excess tree coverage does by no means justify changing the existing well thought out Tree Ordinance.
3. The reality from an environmental standpoint encouraging Solar power production by far reduces Medina's carbon footprint vs. planting trees. Example, I have installed Solar collectors on my roof because I have a great sun exposure on the lake. I produced 32.4MWh saving 50,120 Lbs. of carbon , the equivalent of planting 379 TREES. You can not access this solar opportunity if you do not allow property owners to reasonable mange their own properties tree coverage and solar exposure. The existing tree Ordinance is reasonable both in its goals of tree coverage and mitigation options for Medina property owners.
4. View and Solar management is a crucial part of Medina property owners ability to maintain the property values they currently have.
5. City of Medina creating a unreasonable Tree Ordinance dictating more and more control over Private property is a unreasonable taking. Secondly, where is the City of Medina going to get the funds to hire the massive staff and arborist to ensure private property safety from every tree over 30", as well enforce a unenforceable Ordinance.

The City of Medina should focus its effort on issues that could vastly improve the livelihoods of its Residents such as:

Attachment H

1. Detailed plan to remove and underground all overhead power lines and poles.
2. Create a more pedestrian friendly Medina with more well marked and defined street walking and most importantly safe sidewalks.
3. Study and address the impact of Medina to Meydenbauer BAY being the direct and only Commercial Airline takeoff route (heading East with a accelerated turn radius directly over Medina) in the summer from a North wind. The goal should be to require in addition to the Medina route, 1 or 2 alternate East turn routing further North so as to spread out the impact of the increasing Airline traffic and noise. Commercial Airline noise on a North wind starts at 6:00 AM and is steady (5-10 planes a minute) until 10:00 PM.
4. Encourage Solar Power generation on all new construction by requiring prewiring for roof top solar panels. (See City of Issaquah building code)

Steve Burnstead

Please add my e-mail to City of Medina comments regarding the Tree Ordinance and general public comment.

From: Alex Morcos <alexmorcos@hotmail.com>
Sent: Monday, November 8, 2021 4:37 PM
To: Steve Burnstead <Steve@burnstead.com>
Subject: RE: Medina Tree Ordinance

You can speak just part of the hearing. No need to notify beforehand.

Alex Morcos

From: Steve Burnstead <Steve@burnstead.com>
Sent: Monday, November 8, 2021 4:33 PM
To: Alex Morcos <alexmorcos@hotmail.com>
Subject: Re: Medina Tree Ordinance

Yes thank you.

Attachment H

I was going to speak tonight, but did not realize about needing to notify by 2:00 to get my 3 minutes.

Sent from my iPhone

On Nov 8, 2021, at 4:29 PM, Alex Morcos <alexmorcos@hotmail.com> wrote:

Steve, the council meeting is happening right now and this item is on the list and will be covered in the next few minutes. I need to reach out to all council members via email and speaking in the public part and expressing your opinion. The more resident feedback the council receives the better. Sorry for being brief but I am multitasking with the council meeting going on.

Alex Morcos

From: Steve Burnstead <Steve@burnstead.com>
Sent: Monday, November 8, 2021 4:24 PM
To: Alex Morcos <alexmorcos@hotmail.com>
Cc: Steve Burnstead <Steve@burnstead.com>
Subject: Medina Tree Ordinance

Hello Alex,.

It has been a long time since we interacted regarding Medina Ordinances. David Lee sent me the revisions to the existing Tree Ordinance being recommended by the present Planning Commission. First of all, I am extremely disappointed to see such a unscientific approach to reviewing a Tree Ordinance that was so recently updated after extensive City Council and staff review as well as considerable public comment.

Fundamentally the existing Tree Ordinance is NOT BROKEN. It mis working. The Existing Tree Ordinance was based on scientific analysis of the present Tree Density with specific goals.

1. Maintain the existing Medina tree canopy density at a minimum.

2. Allow Property owners to reasonable mange the trees on their private property with reasonable mitigation requirements
3. Medina's Sunlight (Solar power opportunity a plus for the environment far exceeding a tree) and View ordinance is reasonable to allow Medina property owners the ability to maintain their existing views or access to sunlight.

Attachment H

The proposed changes to the Tree Ordinance are so onerous and lopsided regarding tree replacement it effectively prevents tree management of private property. The changes would actually eliminate any new trees from being planted on private property. Why would anyone plant a tree and then have the City of Medina take ownership of it and restrict your private property accordingly. Is the City of Medina prepared to hire an Arborist to review every 30inch or larger tree (Landmark?) on all private property to guarantee the safety of each tree related to structures and lives. I assume the City has an Insurance policy to cover all and each mandated tree retention on private property.

The proposed increase in the required Tree density, the decrease in the per unit credit for existing trees has no basis in science or logic what's so ever.

I know most if not all the decisions regarding Ordinance changes are made behind the scenes between staff, Planning Commission, and Council. I don't understand what drove these radical changes to what was already considered one of the most restrictive Tree Code in the State of Washington. I cannot express my disappointed enough to see the Council contemplating radical changes to force more tree density on Medina private property owners. Why doesn't Medina just plant a forest on the park property vs. all that sunlight and grass.

The Trees that exist in Medina today were planted and managed by Medina private property owners BEFORE THERE WERE ANY TREE ORDINANCES. Imagine that.

One final thought. A much more valuable and productive use of the Council time would be to study a immediate plan to prevent the every wind storm Medina Power Outages caused by all the Trees surrounding the old 1950 power lines. As well, create a long term plan and funding to underground all power poles throughout Medina!!! Why do we still have OLD 1950 ABOVE GROUND POWER POLES in Medina. I have not completed a plat in the LAST 50 YEARS that did not require underground power!!

Please forward this letter to all the City Council Members

Sincerely,

Steve Burnstead

Attachment H

Steve Burnstead

Steve Burnstead Construction LLC
11980 NE 24th Street Suite 200

Bellevue, WA 98005

O: (425) 454-1900 x219

C: (206) 369-6869

steve@burnstead.com

www.burnstead.com

Stephanie Keyser**Attachment H**

From: S Bowman <sbowman990@gmail.com>
Sent: Thursday, December 9, 2021 1:01 PM
To: Council
Subject: tree code changes for ordinary properties is misguided

Dear City Council Members,

For most of the year, there's been city outreach that the tree code is changing for new construction but now it seems that, without adequate notice, the tree code is changing for everybody (except for a city post card that tries to cover the city by burying a little disclaimer).

The current tree code is flawed but making it more complex is even worse. The current tree code makes it difficult to manage diseased trees by having too expensive and complex procedures such that it is easier to let the tree die and infect other trees. Let people manage trees themselves. There is nothing Legacy about a big tree.

As far as new construction, several years ago, the tree code made it such that new construction had to meet or exceed the average tree coverage in Medina according to Mr. Grumbach, who was working for the city. Therefore, code changes are completely unjustified.

I urge the City Council to discard all proposals to change the tree code for existing properties. This should be the most important task for the City Council. The City Council should also not be taken hostage by a few tree activists who want complex tree regulations that actually hurt and discourage tree planting.

Sincerely,
Sarah Bowman

Stephanie Keyser**Attachment H**

From: David Yee <davidyee2006@yahoo.com>
Sent: Sunday, December 5, 2021 11:12 PM
To: Council
Cc: johnstonmacd@hotmail.com
Subject: Tree Code Update 2021 creates new problems for Medina
Attachments: Tree Code Update 2021 December City Council calculations.pdf

Dear Mayor Rossman, Vice Mayor Adkins, Council Member Morcos, Council Member Garone, Council Member Frey, Council Member Gokul, and Council Member Zook,

I have previously written to members of the City Council expressing serious concerns with changing the tree code as it pertains to Land Not Under Development, particularly since months of public outreach specifically excluded regular homeowners from tree code changes and making changes only to new construction. I write to you to point out additional considerations that should be made to the current Planning Commission proposal.

I ask that the City Council dispense with the tree issue in December by:

1. Rejecting Tree Code Update 2021 in its entirety with the possible exception of making a policy decision as to the required tree density ratio of being either 0.35 or 0.40. (proposed Table 20.52.130(B) Tree Density Ratio), or;
- 2a. As a less positive alternative, accepting Tree Code Update 2021 but exclude any changes in the definition of Legacy Tree (or introduction of Landmark Tree) as it pertains to Land Not Under Development (proposed 20.52.120), and 2b. As it pertains to new construction, reject proposed 20.52.320(C)(iv) because it conflicts with itself and other provisions of the building code.
- 2c. Reject any changes in Significant Tree Units which affects Land Not Under Development, has no basis in fact, and introduces mathematical errors into the municipal code (See attachment for mathematical rationale; I am sorry for the complexity of the math presented but it shows that the current tree code has a basis in fact but the proposed update contradicts these facts)

Reasoning for the above

1. Common assumption: The current tree code for new construction is too lax. The pendulum swung too far and Tree Code Update must be more restrictive for new construction.

Facts: Common assumption is incorrect and contradicted by facts (based on city released data-footnote 1) New construction with tree density ratio of less than 0.35 upon completion: 0% New construction with tree density ratio of 0.35 or greater upon completion: 100% New construction with tree density ratio exceeding 0.35: 85% New construction meeting but not exceeding code: 15% New construction only meeting but not exceeding tree density ratio of 0.35 and received complaints triggering Tree Code Update 2021: 0% People doing new construction keep more than 150% of the required trees. Totality of new construction: percentage of trees compared to tree code requirements: 150% (footnote 2)

2. Reasoning behind Tree Code Update 2021/proposed 20.52.320(C)(iv) conflicting with itself and other municipal code sections.
 - 2a. This section calls for a continuous canopy but also calls for scattering trees. Scattering trees is not good.
 - 2b. This section conflicts with municipal code sections specifying a 30 foot front and rear setback. MMC 20.22.040 allows patios and decks within the 30' setback, making them too close to proposed required trees.

Even with no patios or decks, new construction utilizing the minimum setback will be too close to the proposed required trees. Without this provision, the number of required trees would be unchanged but the owner could situate the trees in a location that best fits the property. Tree Code Update 2021 can obstruct the homeowner from situating trees in the most suitable locations.

Thank you for your kind consideration of these comments. I would be happy to explain the attachment if the Council desires it in the context of a factual presentation. Ultimately, the Council has a tremendous task at hand in having a tree code. The International Society of Arboriculture, of which I believe I am the only Professional Member of the society in Medina, is concerned that municipal tree codes commonly result in the community forest actually suffering because they are often a "band aid approach" for "old 'heritage' trees". (ISA's selection of words). My ties to the ISA originate from a deep commitment to the urban forest that I maintain on my property.

Best regards,
David
David Yee, MD
3215 Evergreen Point Road

footnote 1: p. 11 of 45, <https://medina.civicweb.net/document/34658>

footnote 2: From 2015 to the first part of 2021, the city reports that these projects required 1025.75 tree units. These people kept 1361 tree units and planted 209 trees for a combined 1570 tree units/trees.

<https://mccmeetingspublic.blob.core.usgovcloudapi.net/medinawa-meet-fa4d819369294bdcafa55c4798af82a6/ITEM-Attachment-001-653714c88a2e48e4adc59e45f5289208.pdf> p. 75 of 121.

Subject: Tree units (proposed Table 20.52.130(C))

December 2021

Attachment H

TREE CODE UPDATE 2021 PROPOSED CHANGES TO TREE UNITS IS NOT SUPPORTED BY DATA/FACTS, INTRODUCES MATHEMATICAL ERROR INTO MUNICIPAL CODE (proposed Table 20.52.130(C)).

History: MMC Table 20.52.130(C) Existing Tree Units came into place on or before 2015, in part, due to the work of Mr. Robert Grumbach, then Director of Development Services for the City of Medina, based on reasoned principles.

One average tree was deemed as one tree unit, with a range of 0.75 to 1.25 significant tree units. (Tree Code Update 2021 changes this so one average tree is deemed as less than one tree in units.)

Historical basis for calculation of Existing Tree Units.

1. Tree Canopy: Tree canopy has been defined as the layer of tree leaves, branches, and stems that provide tree coverage of the ground when viewed from above. It varies by tree species, age, and individual idiosyncrasies of a specific tree. It can be measured with a Lemmon densiometer but more accurately measured by more difficult methods using an angular densiometer. Probably due to the variability of different trees and tree species canopy, municipal tree codes may strive to maintain tree canopy but do so indirectly by maintaining the number of trees.
2. The current city-wide tree canopy for residential property is 35.6% or 0.356. Source: <https://medina.civicweb.net/document/11449> p. 62
3. Drip line roughly corresponds to tree canopy and critical root zone / root protection zone (CRZ and RPZ)¹, which is why current Medina practices mandate tree protection fencing surrounding the drip line during new construction. One method of determining the CRZ and tree canopy is to measure the diameter of the tree trunk in inches at breast height (DBH), multiplied by 12, so as:

Trunk diameter in inches at 4 ½' (1.4 m) above grade x 12 = radius in feet of the CRZ (essentially, 1 foot of CRZ radius per 1" DBH)²
4. The canopy dripline (current tree density ratio required) for Land Under Development is 350 sq. ft. per 1000 sq. ft. of land.³ This figure is also expressed as 0.35 tree density ratio. It closely corresponds with the existing conditions city-wide where tree canopy for residential land is 0.356 or 35.6%
5. Pi (π) = 3.1416. The area of a circle = 3.1416 r^2 where r = radius or ½ diameter.
6. Medina tree code (MMC 20.52.130(B)), considers the tree density ratio as 3.5 significant tree units / 1000 sq. ft. 3.5 significant tree units are defined to be equivalent to 350 sq.

¹ Drip line generally roughly corresponds to CRZ critical root zone / RPZ root protection zone https://nature.berkeley.edu/garbelottowp/?qa_faqs=what-is-the-critical-root-zone . Drip line and tree canopy is also equated <https://www.fcgov.com/forestry/files/critical-root-zone-diagrams.pdf>

² Bear in mind that root systems vary by depth and spread based on tree species, age, soil type, etc. The root systems of some oaks, for example, can extend well beyond the canopy dripline. This full root zone may extend 2 to 3 times beyond the CRZ, particularly when the water table is high.

³ MMC 20.52.120(B)

ft. tree canopy. Therefore 1 significant tree unit is defined to be equivalent to 100 sq. ft tree canopy (350 sq. ft tree canopy divided by 3.5 significant tree units = 100 sq. ft. tree canopy for each tree unit).

The current tree code in MMC Table 20.52.130(C) Existing Tree Unit is consistent, albeit in an extremely conservative manner, with the above principles. It credits the minimum justifiable tree unit to a tree, based on the minimum possible canopy that the tree can provide.

MMC Table 20.52.130(C) Existing Tree Unit currently assesses a coniferous tree of greater than 10" DBH to 50" DBH as 1.00 significant tree units.

Example 1: A 10.1" DBH tree has a calculated CRZ or canopy dripline, using the area formula above, as

$$3.1416 \times (10.1 / 2)^2 = 3.1416 \times (5.05 \times 5.05) = 79.5 \text{ sq. ft. or } 0.795 \text{ significant tree units}$$

This compares favorably with MMC Table 20.52.130(C) which assigns a 10.1" DBH coniferous tree as 1.00 significant tree units.

Example 2: A 50" DBH tree has a calculated CRZ or canopy dripline, using the area formula above, as:

$$3.1416 \times (50 / 2)^2 = 3.1416 (25 \times 25) = 1,963.5 \text{ sq. ft. or } 19.635 \text{ significant tree units}$$

This is significantly less than MMC Table 20.52.130(C) which assigns a 50" DBH coniferous tree as 1.00 significant tree units. However, MMC Table 20.52.130(C) assigns 1.00 significant tree units to greater than 10" up to 50" as one category.

Example 3: A 10.1" DBH and a 50" DBH tree would be assigned 0.75 significant tree units under Tree Code Update 2021 (proposed Table 20.52.130(C)). Planning Commission meeting audio reveals city staff explaining a downgrade in tree units as a tactic to increase trees but not offering any logical or scientific basis of any calculations used to arrive at the proposed figures.

Conclusion: Under the current tree code, a tree deemed as 1.00 significant tree units produces a tree canopy (canopy dripline) of one tree (range of 0.9712 to 19.635 tree units or 97.12 sq. ft. to 1,963.5 sq. ft.). That results in 3.5 significant tree units actually producing at least a 0.35 tree density ratio (or 35% tree canopy coverage) or greater.

Under Tree Code Update 2021, trees 10.1" to 50" DBH are only deemed as 0.75 significant tree units yet would provide a tree canopy (canopy dripline) of between 0.9712 and 19.635 actual significant tree units. Therefore, Tree Code Update 2021 incorrectly assigns too few significant tree units than is factual.

Lay Conclusion of the above: The current tree code assigns the minimum significant tree units justified. Tree Code Update 2021 assigns significantly fewer significant tree units than can be justified by mathematical calculations of the true tree density.

It can be further concluded that an average tree under the current tree code is considered one tree unit but that only the most massive trees greater than 50" DBH are considered one tree unit under Tree Code Update 2021. This part of Tree Code Update 2021 should not be adopted (downgrading the number of tree units for a tree).

Stephanie Keyser

Attachment H

From: David Yee <davidyee2006@yahoo.com>
Sent: Sunday, December 5, 2021 11:12 PM
To: Council
Cc: johnstonmacd@hotmail.com
Subject: Tree Code Update 2021 creates new problems for Medina
Attachments: Tree Code Update 2021 December City Council calculations.pdf

Dear Mayor Rossman, Vice Mayor Adkins, Council Member Morcos, Council Member Garone, Council Member Frey, Council Member Gokul, and Council Member Zook,

I have previously written to members of the City Council expressing serious concerns with changing the tree code as it pertains to Land Not Under Development, particularly since months of public outreach specifically excluded regular homeowners from tree code changes and making changes only to new construction. I write to you to point out additional considerations that should be made to the current Planning Commission proposal.

I ask that the City Council dispense with the tree issue in December by:

1. Rejecting Tree Code Update 2021 in its entirety with the possible exception of making a policy decision as to the required tree density ratio of being either 0.35 or 0.40. (proposed Table 20.52.130(B) Tree Density Ratio), or;
- 2a. As a less positive alternative, accepting Tree Code Update 2021 but exclude any changes in the definition of Legacy Tree (or introduction of Landmark Tree) as it pertains to Land Not Under Development (proposed 20.52.120), and 2b. As it pertains to new construction, reject proposed 20.52.320(C)(iv) because it conflicts with itself and other provisions of the building code.
- 2c. Reject any changes in Significant Tree Units which affects Land Not Under Development, has no basis in fact, and introduces mathematical errors into the municipal code (See attachment for mathematical rationale; I am sorry for the complexity of the math presented but it shows that the current tree code has a basis in fact but the proposed update contradicts these facts)

Reasoning for the above

1. Common assumption: The current tree code for new construction is too lax. The pendulum swung too far and Tree Code Update must be more restrictive for new construction.

Facts: Common assumption is incorrect and contradicted by facts (based on city released data-footnote 1) New construction with tree density ratio of less than 0.35 upon completion: 0% New construction with tree density ratio of 0.35 or greater upon completion: 100% New construction with tree density ratio exceeding 0.35: 85% New construction meeting but not exceeding code: 15% New construction only meeting but not exceeding tree density ratio of 0.35 and received complaints triggering Tree Code Update 2021: 0% People doing new construction keep more than 150% of the required trees. Totality of new construction: percentage of trees compared to tree code requirements: 150% (footnote 2)

2. Reasoning behind Tree Code Update 2021/proposed 20.52.320(C)(iv) conflicting with itself and other municipal code sections.
 - 2a. This section calls for a continuous canopy but also calls for scattering trees. Scattering trees is not good.
 - 2b. This section conflicts with municipal code sections specifying a 30 foot front and rear setback. MMC 20.22.040 allows patios and decks within the 30' setback, making them too close to proposed required trees.

Even with no patios or decks, new construction utilizing the minimum setback will be too close to the proposed required trees. Without this provision, the number of required trees would be unchanged but the owner could situate the trees in a location that best fits the property. Tree Code Update 2021 can obstruct the homeowner from situating trees in the most suitable locations.

Thank you for your kind consideration of these comments. I would be happy to explain the attachment if the Council desires it in the context of a factual presentation. Ultimately, the Council has a tremendous task at hand in having a tree code. The International Society of Arboriculture, of which I believe I am the only Professional Member of the society in Medina, is concerned that municipal tree codes commonly result in the community forest actually suffering because they are often a "band aid approach" for "old 'heritage' trees". (ISA's selection of words). My ties to the ISA originate from a deep commitment to the urban forest that I maintain on my property.

Best regards,
David
David Yee, MD
3215 Evergreen Point Road

footnote 1: p. 11 of 45, <https://medina.civicweb.net/document/34658>

footnote 2: From 2015 to the first part of 2021, the city reports that these projects required 1025.75 tree units. These people kept 1361 tree units and planted 209 trees for a combined 1570 tree units/trees.

<https://mccmeetingspublic.blob.core.usgovcloudapi.net/medinawa-meet-fa4d819369294bdcafa55c4798af82a6/ITEM-Attachment-001-653714c88a2e48e4adc59e45f5289208.pdf> p. 75 of 121.

Stephanie Keyser

From: Heija Nunn <heija@heija.com>
Sent: Sunday, November 28, 2021 5:03 PM
To: Michael Sauerwein; Stephanie Keyser; Tom Early
Cc: Jessica Rossman
Subject: Legacy Trees

Hello Michael, Stephanie, Tom and Mayor Rossman,

I have been paying loose attention to the proposed changes to the tree code. I am currently renting/caretaking a midcentury home that is situated on a half acre lot in R16 among close to 30 trees. It appears that five or six of these trees could be categorized as above 36inch diameter. Tom visited not long ago to look at some concerns, and although we haven't had a follow up discussion as of yet, I am curious if the new changes might impact or limit the homeowner's flexibility moving forward? One of the thoughts I had while listening in on the council meeting is how our overall approach to code enforcement (complaint driven) favors those willing to dodge the rules (see: chorus of chainsaws on weekends) and burdens those who follow the rules or who are blithely ignorant of changes that affect their properties even if they bear an unequal bounty of foliage or right of way tree coverage.

I have a few questions; If the changes are approved when will the code become effective? If a homeowner applies for a permit now are they grandfathered in? Will the City consider a tree inventory? Would it be a good idea to remind residents of our comp plan tree goals? Have you noticed an increase in applications over the past few weeks? (I have noticed an influx of tree removal companies and equipment.

Thank you to your team, Planning commission and City Council for your hard work to find reasonable solutions to a complex problem. I hope the Council will consider postponing the public hearing on this matter to after the holidays, or plan to continue the matter to allow for stronger and more informed public engagement. More time to understand could equal more support. A final public hearing held in December could be cast as unfavorable to participation.

I appreciate your time and consideration. Thank you!
Heija Nunn

Sent from my iPad

Stephanie Keyser**Attachment H**

From: David Yee <davidyee2006@yahoo.com>
Sent: Thursday, November 11, 2021 1:33 PM
To: Laurel Preston; David Langworthy; Randy Reeves
Cc: Stephanie Keyser; Michael Sauerwein
Subject: Comments for the 11/16/2021 Planning Commission meeting regarding tree enforcement

Dear Commissioner Preston (Laurel), Commissioner Langworthy (David), Commissioner Reeves (Randy):

It has come to my attention that the Planning Commission is considering additional enforcement measures for the tree code next week. I've recently learned that Planning Commission members do not have City of Medina e-mail addresses but use personal email addresses. I do not wish to exclude the other members of the Planning Commission but do not have their email addresses. This email may be shared with them.

I urge the Planning Commission to consider:

1. What objective data exist regarding the magnitude of non-compliance with supplemental or replacement trees? What percentage of properties are subject to replacement tree complaints? Or is this merely a theoretical issue?
2. What are the regulatory costs to the city and to homeowners for any proposed regulations? Consider that tree permits under MMC 20.52.130 already cost \$500 if no construction is done and can be as high as \$1,500 plus consultant fees for certain ROW trees. Surprisingly, over 5% of Medina live in poverty and cannot afford additional high regulatory costs.
3. Attachment to land titles is a draconian move with many implications, such as homes with loans and the effort needed to amend titles and, later, change them back. I ask that the Planning Commission reject any such measure.
4. Has the city used the least expensive and least intrusive measures to accomplish enforcement? Least expensive and least intrusive measures might include
 - a. Easy to understand informational sheet written in non-technical English given to tree permit recipients. Similarly, all residents could be informed on a yearly basis to observe all city regulations, including the tree code.
 - b. reliance on public complaints (which can be very effective and already happens with many regulations, such as off hours construction work and tree cutting complaints)
 - c. mailing a reminder postcard in December of the 4th year after the tree permit is issued reminding people to keep their replacement trees. (The December month is selected so that the city may mail all postcards at the same time rather than keep track of the exact anniversary date of tree permits.).

The cost of postcards could be reduced to no costs to the city by requiring that tree permit holders submit a self addressed postcard to the city addressed as "_____(name of homeowner) Or Current Resident, _____ (Medina home address), Medina, WA 98039" and using a forever postage stamp rather than a postage stamp with a numerical value in cents. The city would then send the postcard at the 4th year. Such system would eliminate the cost of hiring a city staff member or paying significant amounts to consultants as is currently being considered. Having the postcard address with "...or current resident" insures that even if the property is sold, the new owner is aware of the trees. In addition, most houses are not sold every few years in Medina. Additional measures could include the notation on the postcard "Do Not Forward".

If there is self certification, the Planning Commission should be aware that governments and government agencies routinely and effectively use self certification, sometime with a clause essentially stating "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct."

d. tags affixed to trees can have unsavory connotations, similar to the tattooing of ID numbers on arms of Jewish concentration camp victims by Nazi prison camp guards. I have personally seen face to face these concentration camp ID tattoos. From a practical standpoint, introduction of nails to trees is not only a bad precedent for disturbing trees but can introduce hazards in the future as nails embedded in trees become impossible to remove and later can present hazards years in the future. This has been documented in the arboriculture literature. Some arborists recommend not using nails or staples in trees smaller than 10" DBH because of the compartmentalization wound that results.

5. The Planning Commission should consider that most Medina residents are law abiding. Furthermore, many of the regulations in Medina, such as not having a marijuana business, not doing noisy yard work at midnight, having a dog or cat license, having a garage sale permit, and other regulations are not subject to dedicated enforcement measures.

6. MMC 04.01.030 currently empowers the City of Medina to enforce violations of ordinances, of which the tree code is one of them. Alternatively, the tree code, now codified as Title 20, was previously codified as Title 16 that had a provision (MMC 16.10.080(A)) reinforcing the topic of enforcement, in addition to MMC 04.01.030, and can be added as a proposed MMC 20.52.081(A) or similar numbering.

Thank you for your kind consideration of this issue.

Respectfully yours,
David

David Yee, MD

Stephanie Keyser

From: David Yee <davidyee2006@yahoo.com>
Sent: Monday, November 8, 2021 1:58 PM
To: Council
Subject: Easy fix to Tree Code Update 2021 for those not building new construction
Attachments: Screenshot_20211108-110524_Drive.jpg

Dear Members of the City Council,

While it has been purported that Tree Code Update 2021 changes that affect those not having new construction done are just a part of "natural evolution", changing the tree code for properties under development is not inevitable.

Attached is a diagram from Tree Code Update 2021 with the relevant part circled in yellow. Properties not under development could simply be unaffected by Tree Code Update 2021 by keeping the yellow circled part mostly the same except to write "Is the tree a Property Not Under Development Legacy Tree (PNUD Legacy Tree)? See MMC 20.52.121" then create a 20.52.121 that is has identical language as the current MMC 20.52.120 except to use the term "PNUD Legacy Tree". That way, new construction follows the new legacy tree definition in 20.52.120 and ordinary homeowners follow the old MMC 20.52.120 that is renumbered as 20.52.121.

Such a simple change would be a tremendous relief for homeowners not building a new house. Currently, homeowners generally do not cut down trees (fewer than one tree permit every 2 years over the past 6 years 2015-2020) but occasionally need to remove a tree. I have a wonderful forest on my ordinary sized lot that I intend to keep for generations but see that an occasional tree might have to be cut down every decade. Replacing such tree with 3 trees is reasonable and what I would do anyway but replacing it with 12-35 trees is completely unreasonable.

Sincerely,
David

David Yee, MD

Stephanie Keyser

From: Doug Dicharry <ddic@msn.com>
Sent: Saturday, November 6, 2021 2:36 PM
To: Council
Cc: Stephanie Keyser
Subject: Tree Code Public Hearing comment

Dear Council,

Many thanks to you and to the Planning Commission for your work on updates to the tree code. I support changes as proposed.

Regards,

Doug Dicharry

Stephanie Keyser

From: Michael Sauerwein
Sent: Wednesday, November 3, 2021 9:05 AM
To: Stephanie Keyser; Steve Wilcox; Aimee Kellerman; Emily Miner; Scott Missall
Subject: FW: comments for Tree Code Update 2021
Attachments: Tree Code Update 2021 November city council.pdf

Greetings All

Just making sure you are all in the loop...

Michael Sauerwein
 City Manager
 City of Medina
 501 Evergreen Point Road
 Medina, WA 98039
 425 233-6412

-----Original Message-----

From: David Yee <davidyee2006@yahoo.com>
Sent: Tuesday, November 2, 2021 5:03 PM
To: Jessica Rossman <jrossman@medina-wa.gov>; Cynthia Adkins <cadkins@medina-wa.gov>; Alex Morcos <amorcos@medina-wa.gov>; Jen Garone <jgarone@medina-wa.gov>; Roger Frey <rfrey@medina-wa.gov>; Harini Gokul <hgokul@medina-wa.gov>; Bob Zook <bzook@medina-wa.gov>
Cc: Michael Sauerwein <msauerwein@medina-wa.gov>
Subject: comments for Tree Code Update 2021

Dear Mayor Rossman (Jessica), Deputy Mayor Adkins (Cindy), Council Member Morcos (Alex), Council Member Garone (Jennifer), Council Member Frey (Roger), Council Member Gokul (Harini), Council Member Zook (Bob):

When the City Council considers Tree Code Update 2021, I urge that all provisions that affects Medina residents not having new construction done (properties not under development) be removed from the proposed tree code changes. There has been no public consultation. Even now, the city still advertises the changes as for new construction only. I ignored the issue for months, believing that it didn't affect me, only learning about the proposals by chance two to three weeks ago where Tree Code Update 2021 affects more than new construction, but potentially every homeowner.

There are significant unintended consequences of Tree Code Update 2021. One is that currently 3 replacement trees have to be planted for removing a medium or large tree. Under Tree Code Update 2021, a dozen trees may have to be planted. If the tree is 50", 34 replacement trees may have to be planted. This is unreasonable.

The fact is that Medina residents overwhelmingly want the ability to easily remove a tree but do not actually remove their trees.

Attached are pertinent points and unintended consequences listed in a concise manner. The majority of the length are footnotes for documentation and photos. The facts presented are well documented with the source of information noted (mostly from City of Medina documents).

What I present is largely not opinion but data driven solutions and facts. Where there is a policy decision to be made, I have noted it. If there is a desire for verbal discussion with me, please let me know. I do not specifically request it but would be glad to be available.

Respectfully yours,
David

David Yee, MD
3215 Evergreen Point Road

Comments to the City Council, David Yee, MD, November 2021

Tree Code Update 2021 was promoted as for new construction only in email responding to Medina residents' inquires¹, on the city's website², and social media. Indeed, the city documents that the city staff was directed to study the tree code relating to new construction only³.

A. Tree Code Update 2021 should be limited to new construction only. It should not place additional burdens on ordinary Medina residents not building a new house.

Unintended consequences of Tree Code Update 2021 affecting Properties Not Under Development.

- a. Changes the definition of "Legacy Tree" and adds a new category of "Landmark Tree". Currently, a legacy tree is a 50" tree. Tree Code Update 2021 changes that for ordinary Medina residents (property not under development) to 36". A new category of "Landmark Tree" under Tree Code Update 2021 is 50".

Unintended consequence: A 36" tree currently requires 3 replacement trees. Under Tree Code 2021 for a property NOT under development, 12 replacement trees would be required. Calculation resulting in 12 trees is shown in the footnote.⁴

Unintended consequence: Under Tree Code Update 2021, for a 50" tree in a property NOT under development, **34 replacement trees** would be required unless 3 trees planted and \$17,600-\$18,800 paid. Note that **5.1% of Medina lives below the poverty line**, and cannot afford high penalties.⁵

- b. Part of Tree Code Update 2021 bans the removal of any 36" tree. This might be a typographical error and conflicts with other parts of the tree code. (solution on p. 3)
- c. New definition of Tree Unit. Currently, in general, 1 tree is a tree unit and ranges from 0.75 to 1.25 depending on tree size. 1 tree = 1 tree unit is an honest and reasonable definition. Under Tree Code 2021, most trees are less than one tree unit in an attempt to arbitrarily force tree plantings (per Planning Commission meeting audio). Only the most massive trees are 1.0 tree units in the proposal. If the city wants more trees, it should

¹ E-mail from the City of Medina writing "The proposed changes are just focusing on new construction (or as the code puts it, *land under development*). There are **no** changes (sic) being proposed for land that's not under development. So if you want to take down a tree on your property right now, that process and what you can do won't change at all."

² <https://www.medina-wa.gov/index.asp?SEC={3230E35E-4B1B-4169-8FF2-95531A7E27A2}> stating "At a joint meeting in September 2020, the City Council placed the tree code on Planning Commission's work plan. Tasked with only reviewing the sections of the tree code that relate to land under development (i.e., *knew construction*)..."

³ Numerous memos within the City of Medina, including those in meeting agendas. Typical language includes "Planning Commission has been asked to review the tree retention and replacement requirements for new single-family construction with the understanding that Council wants to adopt the changes by the end of the year." (from June 22, 2021 Planning Commission Agenda)

⁴ MMC 20.52.150(B) - "Plant three trees". Tree Code Update 2021 requires, for a 20,000 ft. lot, 50% DBH replacement in Proposed Table 20.52.150(B). R. Grumbach (at the time Director of Development Services) recommended 1.5" and 2" replacement trees in a city memo. He notes that 3-4" trees are difficult to buy. Smaller diameter trees have a higher chance of survival when replanted. 18" can consists of 12 replacement 1.5" trees

⁵ 5.1% live in poverty in Medina. <https://censusreporter.org/profiles/16000US5344725-medina-wa/>

make the policy decision of increasing the required tree density, not arbitrarily calling a medium or large tree less than one tree unit.

B. The vast majority of Medina residents do not want what’s in Tree Code Update 2021 that pertains to Properties Not Under Development.

The City of Medina commissioned a study which showed that more than 86% of Medina residents do not want a restrictive tree code (see exact text below). This City of Medina Memo was authored by the Director of Development Services of the City of Medina.⁶

Also note that among properties not under development fewer than one such household per year in Medina cuts down a tree each year. (based on 2015-2020 tree permit data compiled by the City of Medina). This represents a rate of less than 1/3rd of 1 percent (0.0026).⁷ **Bottom line, Medina residents want to be able to cut down a tree without complex and restrictive regulations but do not actually cut down trees.**

The following is the results from the tree questionnaire. We received 210 completed questionnaires as of September 2, 2014 (about 7 percent return). The written comments received were consolidated into one document and are attached.

1. What importance do these trees play in your overall view of Medina?	Percent Selected
a) These trees are very important. These trees should be protected, as we will never get them back; unless there is an immediate safety threat some trees should never be allowed to be taken down even if someone wants to pay a large amount for their removal.	7.6%
b) These trees are very important to our quality of life. More importance should be placed on keeping our tree canopy. Those who want to take these trees down should have to plant or pay a lot to replace them.	6.2%
c) These trees are important. We should do whatever we can to educate people about their importance, but not require so much for taking them down. If you have a good reason for taking a tree down, then paying for replacements seems fair.	7.6%
d) These trees add to our quality of life. However, we do not have to protect every one of them. Some of these trees could be removed without having to compensate for them.	26.7%
e) These trees are important. However, the value of being able to do what I want with trees on my own property is more important. We should not have to pay fees and we should not have to plant replacement trees unless we want too.	51.9%

2. Do you have any of the trees mentioned above on your property?	Percent Selected
• Yes	68.1%
• No	23.7%
• Not Sure	8.2%

⁶ Study conducted by the City of Medina. <https://medina.civicweb.net/document/9695>

⁷ 1,237 households in Medina per <https://censusreporter.org/profiles/16000US5344725-medina-wa/> For a six year period from 2015 to 2020, properties not under development in Medina received two tree permits for tree removal per <https://medina.civicweb.net/document/34658> “ This leaves a total of 89 permits available to be analyzed. Out of those, **2 were for properties not under development** (they did not meet the land under development criteria in MMC 20.52.100)”

C. Requested changes to relieve the burden of Tree Code Update 2021 to ordinary Medina residents (Property Not Under Development). These are the most essential changes needed to fix Tree Code Update 2021. 3 simple and easy steps.

1. **This can be easily accomplished! A possible solution would be to retain Proposed 20.52.120 but create a similar new section, possibly 20.52.121, that keeps the current legacy tree definition (50" tree) but applies it only to properties not under development. To differentiate, a new term of "PNUD Legacy Tree" might appear on the code, which would keep the current legacy tree definition for but only to properties not under development. (PNUD=property not under development)**

The result of this fix would be that Properties Not Under Development would not be affected by Tree Code Update 2021.

Mr. Tom Early, the tree consultant for the City of Medina advised the Planning Commission to delete the category of "Landmark Tree" even for new construction but his recommendation was not followed for Tree Code Update 2021.⁸

2. **Do not make arbitrary changes to tree units. 1 tree = 1 tree unit should remain (0.75 to 1.25 tree units depending on the tree size). Keep the current code MMC Table 20.52.130(C). Don't change it as Tree Code Update 2021 does. Raising the Tree Density Ratio is a policy decision. Changing tree units is arbitrary and wrong.**
3. **Correct MMC Diagram 20.52.040 where it prohibits removal of trees 36" or larger stating "Retain Tree*" on the left part of the diagram. This contradicts the code and is possibly a typographical error.**

D. Policy Decision made in Tree Code 2021. Is this what the city council wants?

In 2014, proposals by the Planning Commission to raise the required tree density for residential property to 0.40 were rejected by the City Council. 0.40 now appears in Tree Code 2021 (Proposed Table 20.52.130(B) Tree Density Ratio). Unlike the proposed change in tree units (this outline, Section C-2), which is arbitrary and unjust, selection of the 0.40 Tree Density Ratio is a policy decision.

Q. Does the City Council want to do what it rejected previously, when a previous city council rejected 0.40?

Q. Does the City Council want to demand more from new construction than what currently exists? Medina's actual tree density ratio for residential + roads is greater than 0.35 but less than 0.36.⁹

⁸ <https://media.avcaptureall.com/session.html?sessionId=39c52ff4-7df5-4569-be28-785b052eac06>
Planning Commission meeting, October 19, 2021.

⁹ <https://medina.civicweb.net/document/9695> p. 21

Q. Does the City Council want to require residential property to have almost the same tree density ratio as public parks, which is 0.42?

My recommendation to the City Council is if the residential property tree density ratio is increased from 0.35 to 0.40, then the city parks should be increased from 0.42 to 0.50 and the golf course increased from 0.15 to 0.20 so that the burden is not limited to homeowners. I recommend that the tree density ratio remain at 0.35 or be increased to a maximum of 0.356 to match the tree density that was last measured by a city hired tree consulting firm.

-----END OF COMMENTS, BEGINNING OF ADDENDUM-----
Addendum: Need or lack of need for Tree Code Update 2021.

A. New Construction does NOT materially affect the number of trees in Medina. Data collected by the City of Medina show that less than 1.2% of properties undergo construction per year. 99% of Medina's properties are not new construction.¹⁰

B. People doing new construction keep more than 150% of the tree requirements. From 2015 to the first part of 2021, the city reports that these projects required 1025.75 tree units. These people kept 1361 tree units and planted 209 trees for a combined 1570 tree units/trees.¹¹

C. Tree Code Update does create problems for Medina residents undergoing new construction. Mr. Tom Early, the arborist retained by the city, recommended alternations to Tree Code Update 2021 to prevent difficulties in the construction process of houses. These recommendations were supported in a vote on a motion by the sole architect sitting on the Planning Commission but was rejected by other Planning Commission members who do not appear to have architectural or construction expertise and experience.¹²

In addition, Planning Commission audio and written documentation confirm that Tree Code Update 2021 does introduce new requirements that are a "lot of...challenges"¹³ to the Medina resident building new construction, per Tom Early (city arborist).

D. The events causing Tree Code Update 2021 to be started may not have happened in the first place.

The stated purpose of the Tree Code Update 2021 is stated in a September 21, 2021 memo to the City Council ¹⁴. This document states "In 2020, a handful of redevelopment projects caused a visceral reaction from the community. These redevelopments appeared to be able to cut down a significant number of trees which gave the land a stark, clear-cut appearance." (see p. 1 of 121, background).

¹⁰ 1,237 households in Medina per <https://censusreporter.org/profiles/16000US5344725-medina-wa/> For a six year period from 2015 to 2020, properties not under development in Medina received two tree permits for tree removal per <https://medina.civicweb.net/document/34658> " This leaves a total of 89 permits available to be analyzed.

¹¹<https://mccmeetingspublic.blob.core.usgovcloudapi.net/medinawa-meet-fa4d819369294bdcafa55c4798af82a6/ITEM-Attachment-001-653714c88a2e48e4adc59e45f5289208.pdf> p. 75 of 121.

¹² Planning Commission meeting of October 19, 2021, audio starting at 52:40 <https://media.avcaptureall.com/session.html?sessionId=39c52ff4-7df5-4569-be28-785b052eac06>

¹³ Tom Early comments "this should add a lot of trees (and tree challenges) to future permit seekers"

¹⁴<https://mccmeetingspublic.blob.core.usgovcloudapi.net/medinawa-meet-fa4d819369294bdcafa55c4798af82a6/ITEM-Attachment-001-653714c88a2e48e4adc59e45f5289208.pdf>

Ms. Stephanie Keyser, ACIP responded to a request to identify these projects. She identified projects are located at 1818 77th Ave NE, 2019 79th Ave NE and 707 Overlake Drive East. Construction on the first property appears to have been completed. The latter two properties are currently under construction. It is useful to evaluate these three properties because they are the fundamental basis for Tree Code Update 2021 as stated in documents authored by the city.

1818 77th Avenue NE

Attached are photographs of the property in 2011 (source: Google Street View, date of image at the bottom) and October 2021. The current new house is significantly more attractive than the previous condition. The current landscaping is very well kept and attractive as compared to 2011. When facing the front door, the current house has large trees to the right and to the left as well as in front of the house. It is unreasonable to consider this property as clear cutting of trees. In short, it is a beautiful house and property. This property is an improvement to the city and evidence that there is not a need for a stricter tree code.



The detailed landscaping is also situated behind the sidewalk and in front of the entire house.

The detailed landscaping is also situated behind



Foreground, background, and most trees to the photo's right in the subject property.

Foreground, background, and most trees to the



Note that neighboring property to the left lacks the tall trees of subject property



Google Street View of the old house. It is a small house out of character from its neighbors. Some of the eye-catching trees in the front yard are smaller fruit trees that may not be significant trees and are also easily replanted.

2019 79th Ave NE

The house is currently under construction. The previous house was in poor shape with visibly broken driveway pavement, overgrown vegetation, and a house which is significantly smaller and more spartan than the average house in that city block and in Medina. In view of the house being under construction and in an early stage of construction, it is not possible to judge the aesthetics of the house or future landscaping. However, the current state of trees is compatible with its neighbors. Attached are photographs of houses that are neighboring properties or across the street. All of them have approximately the same tree canopy appearance as the subject property, 2019 79th Ave NE. Some may consider the property's condition prior to construction as an eyesore, overgrown with trees, and not in character with the neighborhood. If that is the case, this construction is an improvement to the city and not evidence of a need for a stricter tree code.



subject property.



next door neighbor. Trees on the left mostly belong to the subject property, not this house.



directly across the street from the subject property. This property has essentially no trees in front. These two properties demonstrate that the subject property has the same visual character, if not more visible trees.

707 Overlake Drive East

Attached are photographs of the property in 2019 (source: Google Street View, date of image at the bottom) and October 2021. In view of the house being under construction and in an early stage of construction, it is not possible to judge the aesthetics of the house or future landscaping. However, the current state of trees viewing from Overlake Drive East remains forested (compare pre-construction Google Street View versus October 2021 where it appears that all trees have been retained). Furthermore, attached is a photograph of the property's next door neighbor. The neighboring property is attractive but has far less vegetation and trees than the subject property, 707 Overlake Drive East. This construction shows that the property is compatible and more heavily forested than the neighboring property and not evidence of a need for a stricter tree code.



Subject property. Street is Overlake Drive East. 707 mailbox (white) is on the left.



Historical photo from Google Street View from almost identical angle. White mail box of the 707 Overlake Drive East property is to the left but difficult to see.



Some of the trees in the photo belong to the 707 subject property. This is the neighbor of 707. The street frontage does not compare with the street frontage of the 707 Overlake Drive East property (which was the subject to a complaint causing Tree Update 2021 to be written).

Conclusion

Despite the statement that "(t)hese redevelopments appeared to be able to cut down a significant number of trees which gave the land a stark, clearcut appearance." (see p. 1 of 121, background, 9/21/2021 city memo), the above description and photographs of the three properties in question do NOT document a stark clear cut appearance that is inconsistent with its neighbors.

In the only example where construction has been completed, the property is very attractive, both in the house, landscaping, and trees.

A good tree plan would be where residents continually cut and replant trees. Some Medina residents are not happy that electricity often gets knocked out at least once or twice a year, sometimes for days, causing basement flooding due to electricity powered sump pumps without power when a tree takes down power lines. Historically, Medina was completely harvested for lumber less than 100 years ago, which improved public safety. Eventually, Medina should re-harvest trees, albeit on a careful and very staggered timetable. Trees might be like long hair. Long hair can be attractive but can become too long at a certain point.



(credit:

SBS TV, Australia)

Stephanie Keyser

From: Allyson Jackson <abjack5@comcast.net>
Sent: Monday, November 8, 2021 12:42 PM
To: Stephanie Keyser
Subject: Re: proposed tree ordinance

Hi Stephanie. Thank you for that info. I am traveling today so not easily able to forward any comments for public hearing. If comments need to be submitted in time for public hearing, I'm wondering if you can forward my previous comments and the ones below?

My husband and I have shocked and saddened by the number of lots that have been basically clear cut for new development. We are particularly concerned about the language in the existing code that allows developers to avoid mitigation for trees less than 36 dbh if they are within the perimeter of the proposed development. This single line may be one of the reasons we are experiencing so many clear cut sites. A 36 dbh tree is incredibly large so exempting everything larger than that includes a lot of larger trees. This exemption allows developers to site the new structure in a way that allows for maximum removal of trees without mitigation. In addition with so many really large homes being built and replacing smaller footprint homes, again the result is the easy removal of a large percentage of trees on the lot without any mitigation. This exemption essentially gives a hall pass to developers, while at the same time, home owners who want or need to remove a single tree, are subject to the full mitigation requirements and complexity of the code even though their impact on tree canopy is minimal.

I encourage council and the planning commission to relook at the impacts of this one development exemption and significantly tighten it up. Thank you for your consideration.

Allyson Jackson

e

Sent from my iPhone

On Nov 5, 2021, at 7:49 AM, Stephanie Keyser <skeyser@medina-wa.gov> wrote:

Hi Allyson,

Thank you for these comments! There is a proposal to lower what counts as a legacy tree from 50" to 36" which would be applicable to all lots. Removing one of these trees would require mitigation, but on a sliding scale based on lot size. This is a part of the proposal that has generated public comment, so I'm not sure if this suggestion will ultimately be passed. There will not be a vote on the amendments at Monday's Council meeting, it's just a public hearing on the proposal. Council can send the proposal or pieces of it back to Planning Commission to reconsider or rework, which I think is a possibility for this piece.

Your interpretation of that line is correct—it's an existing piece of the code where trees that are within the site of the new house don't count if they're less than 36" DBH, which is a pretty big tree. Planning Commission is suggesting that number is lowered to trees that are less than 24" DBH.

Let me know if you have questions!
 Stephanie

From: Allyson Jackson <abjack5@comcast.net>
Sent: Thursday, November 4, 2021 8:22 PM

To: Stephanie Keyser <skeyser@medina-wa.gov>

Subject: RE: proposed tree ordinance

Attachment H

Thank you Stephanie.

I am so glad that the City is reviewing the tree ordinance for properties under development. I have been so shocked and saddened seeing some of the properties basically clear cut for a new house to be developed and some stands of beautiful old evergreens taken down.

My hope is that this applies primarily to new development in order to avoid clearcutting or the situation where just a few trees are left along a property line. As a long time homeowner, the tree ordinance can be very cumbersome and expensive for those of us trying to take out a tree here or there that has become too invasive or too large for the space and is negatively impacting the health of other landscaping etc. It's a balance for sure! 😊

Also, I noted one line in the verbiage of the ordinance about regulations not applying to trees within the building perimeter. I may not be understanding this correctly but want to make sure this does not mean that a developer or property owner can avoid regulation requirements for taking down trees that fall within the perimeter of new development. With the huge houses being developed these days, this in effect would allow clearcutting of everything where the new house is!

Thanks!
Allyson

From: Stephanie Keyser [<mailto:skeyser@medina-wa.gov>]

Sent: Tuesday, November 02, 2021 6:39 AM

To: Allyson Jackson <abjack5@comcast.net>

Subject: RE: proposed tree ordinance

Hi Allyson,

Yes! Attached please find a summary of the amended/proposed sections of the tree code update. Additionally, the [tree code website](#) will continue to be updated with information over the next few days (including the final version of the proposed draft).

Please let me know if I can answer any questions!

Thanks,
Stephanie

From: Allyson Jackson <abjack5@comcast.net>

Sent: Saturday, October 30, 2021 9:58 AM

To: Stephanie Keyser <skeyser@medina-wa.gov>

Subject: proposed tree ordinance

Hi Stephanie,

I have reviewed the redlined chapter on changes to the tree code. It's complicated and hard for the average person to understand the impact of all the proposed changes without spending hours studying it. Is there a summary of the proposed changes that explains the overall intent/impact that the proposed changes are intended to have.

Appreciate any info you can provide.

Thank you,
Allyson Jackson
7633 NE 14th St
Medina, WA 98039

Stephanie Keyser

Attachment H

From: Stephanie Keyser
Sent: Friday, November 5, 2021 5:49 AM
To: Allyson Jackson
Subject: RE: proposed tree ordinance

Hi Allyson,

Thank you for these comments! There is a proposal to lower what counts as a legacy tree from 50" to 36" which would be applicable to all lots. Removing one of these trees would require mitigation, but on a sliding scale based on lot size. This is a part of the proposal that has generated public comment, so I'm not sure if this suggestion will ultimately be passed. There will not be a vote on the amendments at Monday's Council meeting, it's just a public hearing on the proposal. Council can send the proposal or pieces of it back to Planning Commission to reconsider or rework, which I think is a possibility for this piece.

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Let me know if you have questions!
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My hope is that this applies primarily to new development in order to avoid clearcutting or the situation where just a few trees are left along a property line. As a long time homeowner, the tree ordinance can be very cumbersome and expensive for those of us trying to take out a tree here or there that has become too invasive or too large for the space and is negatively impacting the health of other landscaping etc. It's a balance for sure! ☺

Also, I noted one line in the verbiage of the ordinance about regulations not applying to trees within the building perimeter. I may not be understanding this correctly but want to make sure this does not mean that a developer or property owner can avoid regulation requirements for taking down trees that fall within the perimeter of new development. With the huge houses being developed these days, this in effect would allow clearcutting of everything where the new house is!

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To: Allyson Jackson <abjack5@comcast.net>

Subject: RE: proposed tree ordinance

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Please let me know if I can answer any questions!

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Stephanie

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Sent: Saturday, October 30, 2021 9:58 AM

To: Stephanie Keyser <skeyser@medina-wa.gov>

Subject: proposed tree ordinance

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Appreciate any info you can provide.

Thank you,
Allyson Jackson
7633 NE 14th St
Medina, WA 98039

Stephanie Keyser

From: COLIN RADFORD <c.radford@comcast.net>
Sent: Wednesday, November 3, 2021 3:40 PM
To: Stephanie Keyser; Council
Subject: RE: Response to Medina 2021 Tree Code Amendments-Legacy and Landmark Update Proposal

Thank you, Stephanie;
 I know a lot of us really care and would like the opportunity to think and respond before rushing into an ordinance revision.

Colin

On 11/02/2021 1:21 PM Stephanie Keyser <skeyser@medina-wa.gov> wrote:

Hi Colin,

Thanks for your comments; they will be entered into the record. I would like to clarify a couple of points in **green**.

- **Oct. 14:** 2021 Tree Code Update Virtual Open House
- First public notice via presentation of proposed Tree Code Amendments. **The first notice was sent out on August 27th to Medina residents that Planning Commission was working on a tree code update—I did receive some emails from residents after the notice was sent out.**
- **Oct. 15:** Tree Management Code Chapter 20.52
- Proposed red-lined draft version made available on city’s website referencing proposed changes provided day before **The date of the draft indicates the date the document was worked on, which I can see is confusing. A final/completed version of the draft will be available on Friday.**
- **Oct. 19:** Planning Commission, Public Hearing
- Agenda available online but no minutes available. No minutes for September meetings. Last available minutes were provided in July. **Planning Commission minutes aren’t finalized until City Council adopts them. However, the draft minutes from the previous meeting are always included in the packet for the next Planning Commission meeting. For example, the October 19th Planning Commission packet has the minutes from the September 28th meeting. Everything is available on the Planning Commission [website](#).**
- **Oct. 22:** Medina 2021 Tree Codes Amendments – Legacy and Landmarks Memorandum

- Document presents modifications to the proposed changes identified in both the 10/14 presentation and the 10/15 red-lined Tree Management Code draft.
- No records are currently available to the public to confirm whether these modifications are in alignment with what the Planning Commission voted on. **Everything is available on the Planning Commission [website](#) in the packets—all of the changes have been approved by Planning Commission.**
- **Nov. 8:** City Council Public Hearing
 - What is the definition of proper public notice for amendments/changes to city codes? **The first [notice](#) was sent out to the public on August 27th. Planning Commission's notice of hearing was sent out September 30th. Council's notice of hearing was sent out October 20th.**
 - When will the public have access to the Planning Commission's approval of the currently "unknown" proposed amendments? **Everything is available on the Planning Commission [website](#) in the packets. The final Council packet will be available this Friday, November 5th.**
 - Does this fit within the window of time between receipt of public notice and the scheduled public hearing? **Yes, it does. We are required to post/mail/notice public hearings at least 15-day in advance.**
- **Dec. 13:** City Council Tentative Adoption

Proposed Amendment to Legacy tree protection measures (MMC 20.52.120)

On the off-hand chance that the tree ordinance will be considered in November meetings, I request your consideration of the following: **Council is just having a public hearing in November—no action will be taken to adopt anything during that meeting.**

Thanks,

Stephanie

From: c.radford@comcast.net c.radford@comcast.net

Sent: Saturday, October 30, 2021 9:59 AM

To: Stephanie Keyser skeyser@medina-wa.gov

Subject: Response to Medina 2021 Tree Code Amendments-Legacy and Landmark Update Proposal

October 29, 2021

FR: Colin W. Radford

RE: Medina 2021 Tree Code Amendments – Legacy and Landmark Updates

Response to Memorandum dated October 22, 2021, from Stephanie Keyser, AICP, Planning Manager and upcoming proposed changes to MMC 20.52.120.

I understand that the tree ordinance has re-surfaced and proposed modifications are now on the docket to modify the Tree Management Code Chapter (MMC 20.52). As a life-long resident of Medina with family roots here going back to 1921, I have always appreciated the opportunity to have a voice and say in my community's path forward. For this reason, I would like to share some thoughts on the current situation regarding the suggested Tree Code Amendment and the timeline to vote.

Public Participation

Our greatest individual public power is the power to vote. The ability to participate in the democratic process of sharing one's opinion and support (or lack of) for any given topic that impacts us as individuals and as a group is key to our overall harmony as a society.

I question whether the current timeline surrounding the Tree Code Amendment is sufficient for proper consideration. I am concerned that the upcoming City Council meeting on Nov. 8 will be held without adequate notice or discussion by Medina residents/citizens. This occurred previously during the employment of Robert Grumbach as chief enforcer of regulations. If there is a code change I would support, it is that no code changes can be voted on or changed unless the changes are advertised and made available for review not less than 30 days prior to any vote being taken.

- **Oct. 14:** 2021 Tree Code Update Virtual Open House
 - First public notice via presentation of proposed Tree Code Amendments.
- **Oct. 15:** Tree Management Code Chapter 20.52
 - Proposed red-lined draft version made available on city's website referencing proposed changes provided day before
- **Oct. 19:** Planning Commission, Public Hearing

- Agenda available online but no minutes available. No minutes for September meetings. Last available minutes were provided in July.
- **Oct. 22:** Medina 2021 Tree Codes Amendments – Legacy and Landmarks Memorandum
 - Document presents modifications to the proposed changes identified in both the 10/14 presentation and the 10/15 red-lined Tree Management Code draft.
 - No records are currently available to the public to confirm whether these modifications are in alignment with what the Planning Commission voted on.
- **Nov. 8:** City Council Public Hearing
 - What is the definition of proper public notice for amendments/changes to city codes?
 - When will the public have access to the Planning Commission’s approval of the currently “unknown” proposed amendments?
 - Does this fit within the window of time between receipt of public notice and the scheduled public hearing?
- **Dec. 13:** City Council Tentative Adoption

Proposed Amendment to Legacy tree protection measures (MMC 20.52.120)

On the off-hand chance that the tree ordinance will be considered in November meetings, I request your consideration of the following:

Lake Washington was lowered over 100 years ago to expose land now wooded and landscaped. Photographs of the Medina landscape from that time show that all of Medina, including the present Overlake G&C property and Medina Parks areas had fewer trees then than now.

The proposed code changes at the last public hearings on the tree ordinance failed to take into consideration many important aspects of city planning and the health of trees:

- Slopes and soils.
- Locations near public rights of way and utility lines.
- The needs of trees to grow uncrowded: root and foliage characteristics.
- Canopies of various trees that compete or benefit one another.
- Normal lifespans of tree varieties.
- Deaths and damage caused by trees within Medina and surrounding neighborhoods (although rare).

I would hope that requirements for cutting and planting of potentially large trees would take into consideration power lines, roadways, sewer lines as well as view corridors. Perhaps the changes in the tree ordinance should be primarily aimed at new construction.

Indeed, there is so much to consider when law-making for plants that may live to be over 50 years old.

Stephanie Keyser

Attachment H

From: COLIN RADFORD <c.radford@comcast.net>
Sent: Friday, October 29, 2021 3:15 PM
To: Stephanie Keyser
Subject: Response to Tree Code Amendment Proposal
Attachments: Tree Ordinance Response-10.29.21.docx

October 29, 2021

FR: Colin W. Radford**RE: Medina 2021 Tree Code Amendments – Legacy and Landmark Updates**

Response to Memorandum dated October 22, 2021, from Stephanie Keyser, AICP, Planning Manager and upcoming proposed changes to MMC 20.52.120.

I understand that the tree ordinance has re-surfaced and proposed modifications are now on the docket to modify the Tree Management Code Chapter (MMC 20.52). As a life-long resident of Medina with family roots here going back to 1921, I have always appreciated the opportunity to have a voice and say in my community's path forward. For this reason, I would like to share some thoughts on the current situation regarding the suggested Tree Code Amendment and the timeline to vote.

Public Participation

Our greatest individual public power is the power to vote. The ability to participate in the democratic process of sharing one's opinion and support (or lack of) for any given topic that impacts us as individuals and as a group is key to our overall harmony as a society.

I question whether the current timeline surrounding the Tree Code Amendment is sufficient for proper consideration. I am concerned that the upcoming City Council meeting on Nov. 8 will be held without adequate notice or discussion by Medina residents/citizens. This occurred previously during the employment of Robert Grumbach as chief enforcer of regulations. If there is a code change I would support, it is that no code changes can be voted on or changed unless the changes are advertised and made available for review not less than 30 days prior to any vote being taken.

- **14:** 2021 Tree Code Update Virtual Open House
 - First public notice via presentation of proposed Tree Code Amendments.
- **15:** Tree Management Code Chapter 20.52
 - Proposed red-lined draft version made available on city's website referencing proposed changes provided day before
- **19:** Planning Commission, Public Hearing
 - Agenda available online but no minutes available. No minutes for September meetings. Last available minutes were provided in July.
- **22:** Medina 2021 Tree Codes Amendments – Legacy and Landmarks Memorandum
 - Document presents modifications to the proposed changes identified in both the 10/14 presentation and the 10/15 red-lined Tree Management Code draft.

- No records are currently available to the public to confirm whether these modifications are in alignment with what the Planning Commission voted on. Attachment H
- **8:** City Council Public Hearing
 - What is the definition of proper public notice for amendments/changes to city codes?
 - When will the public have access to the Planning Commission's approval of the currently "unknown" proposed amendments?
 - Does this fit within the window of time between receipt of public notice and the scheduled public hearing?
- **13:** City Council Tentative Adoption

Proposed Amendment to Legacy tree protection measures (MMC 20.52.120)

On the off-hand chance that the tree ordinance will be considered in November meetings, I request your consideration of the following:

Lake Washington was lowered over 100 years ago to expose land now wooded and landscaped. Photographs of the Medina landscape from that time show that all of Medina, including the present Overlake G&C property and Medina Parks areas had fewer trees then than now.

The proposed code changes at the last public hearings on the tree ordinance failed to take into consideration many important aspects of city planning and the health of trees:

- Slopes and soils.
- Locations near public rights of way and utility lines.
- The needs of trees to grow uncrowded: root and foliage characteristics.
- Canopies of various trees that compete or benefit one another.
- Normal lifespans of tree varieties.
- Deaths and damage caused by trees within Medina and surrounding neighborhoods (although rare).

I would hope that requirements for cutting and planting of potentially large trees would take into consideration power lines, roadways, sewer lines as well as view corridors. Perhaps the changes in the tree ordinance should be primarily aimed at new construction.

Indeed, there is so much to consider when law-making for plants that may live to be over 50 years old.

Respectfully,

Colin W. Radford

Stephanie Keyser

Attachment H

From: D Harper <r.d.harper@comcast.net>
Sent: Saturday, October 23, 2021 1:19 PM
To: Council
Subject: Tree Code

Council members,

We have approximately 50 trees of various sizes on our property and so we have a great deal of interest in your new regulations that you are considering. First of all, I am not a lawyer, so I do not fully understand all the ramifications and limitations you are considering in regulating my property. I doubt anyone does or will until the courts tell us. But I am confused on not only why the additional regulation of our property, but why you are doing it. Does someone have an idea of what a perfect yard should look like? If so, are you coming after house colors next? On the other hand if we are now all swept up in the "new green deal" are you going after my cars next? Or maybe my gas water heater and stove. Moving from planting 3 trees (which is silly to begin with) with 34 or whatever the number is makes little sense and sounds like you are trying to up Bernie Sanders. If you are going after green, then look at the amount of board feet a plat has which up to a certain age will be the best measure of a carbon sink. Then after that age it should be replaced by a younger tree(s) which will be able to provide the carbon capture your model suggests. Also why not require all trees of a certain size to be made into lumber when they are cut down where the carbon won't be released for 100 years or so.

It seems to me that there are many ways you can go to probably accomplish whatever you are trying to do (still don't know what) without putting an undue burden on the personal property of your citizens. Especially since you are punishing the very people that have been good stewards and have trees on their property already.

Sorry, but I think your new contemplated regulation is just another over reach in control.

Robbins D. Harper
1217 Evergreen Point Rd.
Medina, WA 98039
r.d.harper@comcast.net
c: 206-920-3938

Stephanie Keyser

Attachment H

From: David Yee <davidyee2006@yahoo.com>
Sent: Sunday, October 17, 2021 10:45 PM
To: Laurel Preston
Cc: Stephanie Keyser; Michael Sauerwein
Subject: Comment for Planning Commission public hearing scheduled for October 19, 2021
Attachments: Medina tree code for 2021.pdf

Dear Commissioner Preston (Laurel):

Please consider and/or enter the attached comments for the public hearing that is scheduled for October 19, 2021. I am sending this message to you with a copy to Stephanie Keyser for distribution to the Planning Commission.

The comments include:

1. Provisions in Tree Code Update 2021 that result in affecting properties not under development (and my input requested by Commissioner Nelson)
2. Evidence that the complaints causing Tree Code Update 2021 do not show clear cut of the property but show properties consistent with the neighborhood.
3. Recommendation for a simplified and alternative Tree Code Update that is more likely to address the issues of complaints that caused Tree Code Update 2021.

Best regards,
David

David Yee, MD
3215 Evergreen Point Road

I request that these comments be considered as part of the Planning Commission public hearing scheduled for October 19, 2021.

It is well documented that the Tree Code Update 2021 (Tree Management Code Chapter 20.52) is intended for new construction. The term "new construction" is used numerous times in various city documents, social media, and in the open house. During the Open House, Commissioner Nelson requested that I inform the Planning Commission of language that I believe causes the proposed tree code to affect properties other than new construction.

A. AFFECTS MORE THAN NEW CONSTRUCTION ISSUE (INFORMATION REQUESTED BY COMMISSIONER NELSON)

If the Commission adopts proposed tree code changes discussed at the Open House, I urge the Commission to modify the code such that it does not affect properties not under development.

1. Diagram 20.52.040 Delete "Landmark" of the box "Is the tree a legacy or landmark tree.
2. 20.52.120 Keep the same without any of the proposed changes and remove all redlined (added text). Then create a new section 20.52.121 which introduces a term "New Construction Legacy Tree". The language in the red line version of 20.52.120 would then be copied to this new 20.52.121 except the term "New Construction Legacy Tree (NCLGT)" would be used as well as "New Construction Landmark Tree (NCLMT)". The purpose of a separate 20.52.120 and 20.52.121 is so that there will be no change to properties not under development.
3. 20.52.100(A)(4) should be modified, replacing "500 square feet or 15 percent" to "1500 square or 50 percent". The rationale is that if one wants to add only a modest garage and a room, they should not be considered to meet the standards required of constructing a large house.

I know of a Medina resident (initials D.D.) who has a very modest house and no garage. If that resident were to build simply a one car garage, the property would be subject to onerous property under development tree regulations. Should he be punished with bureaucratic complexity for simply building a one car garage when many Medina residents already have 2 or 3 car garages?

It is conceivable that an elderly Medina resident may need to build a handicapped accessible bathroom and adjacent bedroom. Such modest addition could trigger onerous compliance under development tree regulations.

The needs of elderly Medina residents are not merely theoretical. I had a neighbor (initials A.B.) who moved from Medina to downtown Bellevue as a result of circumstances related to the tree code. His easement driveway was narrow and constricted because of a tree that could not be cut down because the then Director (no longer with the City of Medina) determined that there was no threat to life. The tree had,

a few weeks earlier, prevented an ambulance from accessing his property during a medical emergency. His wife expressed to me concern that he could die the next time an ambulance was needed and was unable to pass. The elderly man later cited his age and infirmity as the reason for his moving from Medina. The Bellevue Fire Department wrote a letter to the city to confirm the inability to access due to an offending tree.

B. EVIDENCE DOES NOT SUPPORT NEED FOR TREE CODE CHANGES

The stated purpose of the Tree Code Update 2021 is described in a September 21, 2021 memorandum from city staff to the city council found at <https://mccmeetingspublic.blob.core.usgovcloudapi.net/medinawa-meet-fa4d819369294bdcafa55c4798af82a6/ITEM-Attachment-001-653714c88a2e48e4adc59e45f5289208.pdf>.

This document states "*In 2020, a handful of redevelopment projects caused a visceral reaction from the community. These redevelopments appeared to be able to cut down a significant number of trees which gave the land a stark, clear-cut appearance.*" (see p. 1 of 121, background).

Stephanie Keyser, ACIP, Planning Manager kindly responded to a request to identify these projects. The identified projects are located at 1818 77th Ave NE, 2019 79th Ave NE and 707 Overlake Drive East. Construction on the first property appears to have been completed. The latter two properties are currently under construction. It is useful to evaluate these three properties because they are the fundamental basis for Tree Code Update 2021 as stated in documents authored by the city.

1818 77th Avenue NE

Attached are photographs of the property in 2011 (source: Google Street View, date of image at the bottom) and October 2021. The current new house is significantly more attractive than the previous property. The current landscaping is very well kept and attractive as compared to 2011. When facing the front door, the current house has large trees to the right and to the left as well as in front of the house. It is unreasonable to consider this property as clear cutting of trees. In short, it is a beautiful house and property. This property is an improvement to the city and evidence that there is not a need for a stricter tree code.



The detailed landscaping is also situated behind the sidewalk and in front of the entire house.



Foreground, background, and most trees to the photo's right in the subject property.



Note that neighboring property to the left lacks the tall trees of subject property



Google Street View of the old house. It is a small house out of character from its neighbors.

2019 79th Ave NE

The house is currently under construction. The previous house was in poor shape with visibly broken driveway pavement, overgrown vegetation, and a house which is significantly smaller and more spartan than the average house in Medina and in that city block. In view of the house being under construction and in an early stage of construction, it is not possible to judge the aesthetics of the house or future landscaping. However, the current state of trees is compatible with its neighbors. Attached are photographs of houses that are neighboring properties or across the street. All of them have approximately the same tree canopy appearance as the subject property, 2019 79th Ave NE. Some may consider the property's condition prior to construction as an eyesore, overgrown with trees, and not in character with the neighborhood. If that is the case, this construction is an improvement to the city and not evidence of a need for a stricter tree code.



subject property.



next door neighbor. Trees on the left mostly belong to the subject property, not this house.



directly across the street from the subject property. This property has essentially no trees in front. These two properties demonstrate that the subject property has the same visual character, if not more visible trees.

707 Overlake Drive East

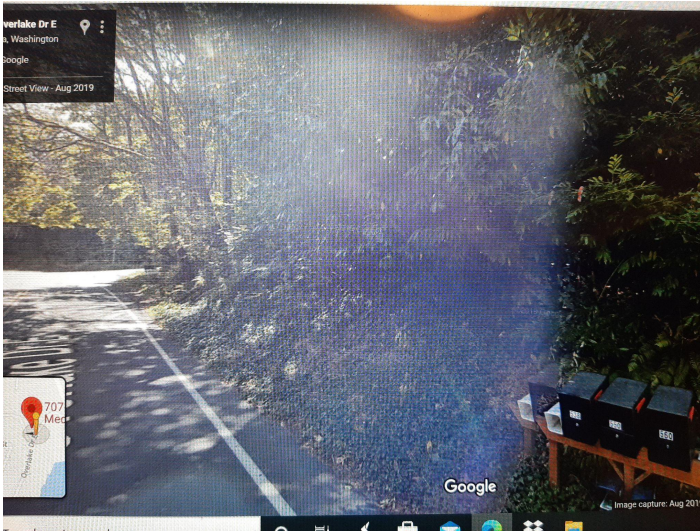
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compatible and more heavily forested than the neighboring property and not evidence of a need for a stricter tree code.



Subject property. Street is Overlake Drive

East. 707 mailbox (white) is on the left.



Historical photo from Google Street View

from almost identical angle. White mail box of the 707 Overlake Drive East property is to the left but difficult to see.



Some of the trees in the photo belong to the 707 subject property. This is the neighbor of 707. The street frontage does not compare with the street frontage of the 707 Overlake Drive East property (which was the subject to a complaint causing Tree Update 2021 to be written).

Conclusion

Despite the statement that "(t)hese redevelopments appeared to be able to cut down a significant number of trees which gave the land a stark, clearcut appearance." (see p. 1 of 121, background, 9/21/2021 city memo)., the above description and photographs of the three properties in question do NOT document a stark clear cut appearance that is inconsistent with its neighbors.

In the only example where construction has been completed, the property is very attractive, both in the house, landscaping, and trees. For this reason, I urge the Planning Commission to request that the City Council allow the Commission to temporarily cease work on the Tree Code Update 2021 and consider that no update is needed. Even more productive would be a temporary one year suspension of the tree code as it relates to development, which could provide evidence whether a tree code should even exist. In the worst possible scenario, the amount of construction in one year would not change the character of the city but could provide valuable guidance and direction.

C. ALTERNATIVES TO TREE CODE UPDATE 2021 (or alternatives to conclusion of Section B.)

The Tree Code Update does not specify where significant trees should be located on properties under development that are new construction. Medina residents who view houses typically view them from the street, not from an airplane or trespassing in the backyard. In view of this behavior, it is likely that Tree Code Update 2021 will not end occasional tree complaints to the city.

Therefore, consider replacing the complex performance requirements of Tree Code Update 2021 with a MMC 20.52.122 reading along the lines of:

“All properties under development which consist of predominantly construction of a new structure or 50% or greater expansion of an existing structure shall have two significant trees situated between the structure and the public road. If the frontage of the property along the public road exceeds 75 feet, three significant trees shall be situated between the structure and the public road and one additional significant tree for each 50 feet in excess of 125 feet of public road frontage. If the distance between the structure and the public road is less than 40 feet, non-significant trees or bushes may be planted in lieu of significant trees.”

D. ADDITIONAL CONSIDERATIONS

Excessive time for tree permits

In the agenda packet, there are two projects where the application date and approval date is disclosed. In both cases, approval took between 6 and 7.5 months to approve. (p. 83 of 121, 9/25/2019 received and 5/7/2020 approved; p. 112 of 121, 1/29/2020 received and 7/30/2020 approved).

Consider adding a provision to Tree Code Update 2021 along the lines of:
MMC 20.52.126 If tree permits for properties under development exceed an average of eight weeks between the date of submission of a complete application for permit and the date of approval based on the average of all tree permits for properties under development for a two calendar year period, the city shall complete a study within six months to reduce the complexity of tree regulations.

Safety concerns and mathematical re-calculations

1. There are currently no provisions in the tree code for extremely tall trees. If the height limitation of a house is 36 feet, consideration should be given to whether trees greater than 72 feet are not desirable or are more hazardous. A good tree plan would be where residents continually cut and replant trees. Historically, Medina was completely harvested for lumber more than 100 years ago, which improved public safety. Eventually, Medina should re-harvest trees, albeit on a careful and staggered timetable. Trees might be like long hair. Long hair can be attractive but can become too long at a certain point.



(credit: SBS TV, Australia)

2. During the Open House, there were comments about no consideration given to how much space is needed for tree roots of a mature tree. There is a danger that increased tree requirements may result in difficulty in compliance despite good faith efforts by homeowners.

If a 10,000 sq. ft. property may have 55% impervious surface, that leaves 4,500 sq. ft. remaining. If it is deemed that trees should not be closer than 20 feet from the house to prevent damage to the foundation and/or sewage system and/or tree roots, this may reduce the amount of land for trees to 3,000 sq. ft. If 4 significant tree units result in 8 trees and if each tree should have a 20 ft. x 20 ft. space for proper tree root growth, this results in needing 3,200 sq. ft. One should note that earlier in the calculator, only 3,000 sq. ft. is available. Furthermore, there may be no more room for any other yard use, such as vegetable planting or recreational use.

3. There was no explanation during the Tree Code Open House as to the rationale for selecting an increased tree density ratio in proposed Table 20.52.130(B) from 0.35 to 0.40. In particular, at 0.40, the tree density ratio for residential properties approaches that of city parks, which is 0.42. There is no explanation to why the residential properties should have an almost identical tree density as city parks. The Planning Commission may consider whether all properties should be required to meet a tree density of 0.36 with the exception of city parks, which might be increased to 0.60

Stephanie Keyser**Attachment H**

From: laurelpr@seanet.com
Sent: Monday, October 11, 2021 11:18 AM
To: davidyee2006@yahoo.com
Cc: Stephanie Keyser
Subject: FW: Planning Commission agenda document 9/21/2021- tree code

Dear David,

Thank you for your email. You are welcome to email me at this address, as the Commissioners do not have government email addresses at this time.

You are correct that the Planning Commission has been considering changes to the tree to code pertaining to new construction and in fact has made recommendations to the City Council for their consideration. The draft proposal is on the City of Medina website, accessible from the list of City Events (Tree Code Open House).

I am copying Stephanie Keyser, Planning Manager, for her assistance in providing the information you requested. Stephanie, please see David's email below. He is interested in the addresses or at least streets/blocks of the properties that were the subject of complaints, that is, the ones that prompted the Council to ask Planning Commission to consider whether the tree code was working as intended and whether or not revisions should be made.

David, please keep in mind that the original complaints came in a year and a half to two years ago, and those specific properties may now have buildings and plantings on them.

I hope you are aware that there will be an Open House on Thursday the 14th and multiple Public Hearings in October (Planning Commission, the 19th), November and December (City Council). We look forward to hearing from you at one or more of these, or by email.

Thank you for your email, and thank you for your interest.

Best regards,
 Laurel

-----Original Message-----

From: David Yee <davidyee2006@yahoo.com>
Sent: Sunday, October 10, 2021 4:09 PM
To: Laurel Preston <laurelpr@seanet.com>
Subject: Planning Commission agenda document 9/21/2021- tree code

Dear Commissioner Preston (Laurel):

I do not have your planning commission e-mail address. If you prefer that I send this message to you to that email address, please let me know. I am under the impression that the Planning Commission is working on a new tree code that applies to properties under development.

Specifically, the Agenda Bill dated September 21, 2021 (
<https://mccmeetingspublic.blob.core.usgovcloudapi.net/medinawa-meet-fa4d819369294bdcafa55c4798af82a6/ITEM->

Attachment-001-653714c88a2e48e4adc59e45f5289208.pdf) notes that the origin of the revision of the tree code pertaining to development was because "In 2020, a handful of redevelopment projects caused a visceral reaction from the community. These redevelopments appeared to be able to cut down a significant number of trees which gave the land a stark, clear-cut appearance. (see p. 1 of 121, background). Attachment H

Would you kindly identify the 2020 projects that were identified as causing concern? This would help to understand the issue better. Otherwise, it would not be clear to me or others what the reasons for revising the current code. If the Planning Commission wishes to keep the exact locations of these projects secret, then identifying the street and block on that street would be somewhat useful as interested citizens could visit the identified block and see if any of the properties have a "stark, clear-cut appearance".

Best regards,
David
David Yee, MD
3215 Evergreen Point Road



CITY OF MEDINA

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TELEPHONE 425-233-6400 | www.medina-wa.gov

MEMORANDUM

DATE: July 11, 2022
TO: Honorable Mayor and City Council
FROM: Stephanie Keyser, AICP, Planning Manager and Emily Miner, Assistant City Attorney
RE: Tree Code Update 2021/2022 – Questions and Answers

Questions and Answers

Here are answers to some of the questions that have come up from public comments on the tree code:

Q. How do the replanting requirements apply on more wooded lots?

A. When it comes to lots under development, wooded lots are at an advantage because they can remove more trees and still meet the density ratio (this was the case for the wooded property on 79th that appeared to be clear cut because they just kept trees along the back of the lot). This is true under the current code, and this is still true under the proposal. When it comes to Landmark and Legacy tree designation, there is no exemption or relief for wooded lots.

Q. Are the requirements more stringent on such lots? (i.e. do they apply any differently because the property has a greater tree canopy baseline?)

A. No, the requirements are not more stringent they are the same. However, heavily wooded lots would likely be unable to meet the replanting requirements.

Q: For example, a heavily wooded lot removes a 36” DBH tree. How much do they have to replant and what are the alternatives?

A. Legacy tree replacement plantings are a sliding scale based on lot size so it would depend on the size of the lot. The following examples are assuming one 36” DBH tree is removed:

If the lot was less than 10,001 square feet, the number of replacement inches is 10% of the removed DBH. They would need to plant 4 inches or 2, 2” trees ($36 \times .1 = 3.6 = 4$ (rounded up to the next whole number)).

If the lot was 10,001-13,000 square feet, the number of replacement inches is 15% of the removed DBH. They would need to plant 6 inches or 3, 2” trees ($36 \times .15 = 5.4 = 6$ (rounded up to the next whole number)).

If the lot was 13,001-15,000 square feet, the number of replacement inches is 25% of the removed DBH. They would need to plant 9 inches ($36 \times .25 = 9$). They could accomplish this by either planting 5, 2" trees or 3, 3" trees.

If the lot was 15,001-20,000 square feet, the number of replacement inches is 35% of the removed DBH. They would need to plant 13 inches ($36 \times .35 = 12.6 = 13$ (rounded up to the next whole number)). They could accomplish this by planting 7, 2" trees or 5, 3" trees.

If the lot was greater than 20,000 square feet, the number of replacement inches is 50% of the removed DBH. They would need to plant 18 inches ($36 \times .5 = 18$). This could be accomplished by planting 9, 2" trees, or 6, 3" trees.

If the property was unable to meet the replanting requirements, they could do the replanting in the adjacent ROW, they could plant within another public ROW or a city park, or they could pay a fee-in-lieu.

Q. Re: heavily wooded lots, what is the perceived benefit to applying the code this way?

A. Creating a new Legacy tree category sends a clear policy directive that trees are important in Medina. It does not make sense to designate something as important and then regulate it separately depending on the status of development on the lot. If two different replanting requirements were created, this is something that could very easily be circumvented by an applicant applying for a tree permit a few months before a building submittal, or by a seller cutting down trees before they sell their house. From a staff perspective, there's less administration on the City side by treating these trees the same regardless of development status.

Q. How many trees would a property owner not developing their property, versus a property owner with a lot under development, have to replant for removing one legacy and one landmark tree?

A. There is no difference in requirements based on land under development. Again, the mitigation is dependent upon the size of the lot and the DBH removed for legacy trees. Landmark trees (50" DBH and above) have a one-to-one replacement requirement. Taking the most stringent example, a 20,000+ square foot lot removes one 36" Legacy tree and one 50" Landmark tree. The mitigation required would be 18 inches for the Legacy tree and 50 inches for the Landmark for a total of 68 inches or 34, 2" trees. Obviously, very few lots would be able to accommodate this number of trees, so they would then look at planting off site or doing fee-in-lieu.

It should be noted that a primary reason for the creation of an additional class of trees is to prevent them from being cut down. As we saw during our analysis, it's easy for these larger trees to come down right now. The intent is to make people pause before cutting down a healthy tree in the corner of their lot to get a better view of the golf course.

Q. How many legacy and landmark trees are there in Medina?

A. The only data we have is based on the permits for tree removals associated with development that have been submitted since 2015. As part of this discussion, staff looked at 295 tree permits that were submitted for land under development. The table below uses the proposed new code's parameters (new Legacy 36-less than 50 and Landmark 50 and above):

Removed		Remain	
Landmark	2	Landmark	7
50" and greater but not considered Landmark	5	50" and greater but not considered Landmark	7
Legacy	83	Legacy	118
36"-less than 50" but not considered Legacy	8	36"-less than 50" but not considered Legacy	23
Total Trees	98	Total Trees	155

Using the new code’s definitions, 2 Landmark trees and 83 Legacy trees have been removed since 2015. 5 trees that are larger than 50” but not considered Landmark and 8 trees larger than 36” but less than 50” and not considered Legacy were also removed. The total trees in all categories removed is 98.

Based on the applications, 7 Landmark trees and 118 Legacy trees remain. Additionally, there are 7 trees larger than 50” but not considered Landmark and 23 trees larger than 36” but less than 50” and not considered Legacy that also remain.

Q. Why can’t the City have different definitions for Legacy and Landmark trees on lots under development versus not under development?

A. They can, but it will create more administrative tracking problems and will require an entirely new procedure for determining replanting requirements for lots not underdevelopment. This will also be something that applicants can easily circumvent by cutting down trees before submitting a building permit or having a seller cut down trees before the sale closes. Staff would strongly discourage this.

Q. How does tree density ratio impact the tree replanting analysis?

A. The density ratio informs how many tree units are required on site. The proposal increases the density ratio by .05 from .35% to .4%. For example, a 10,000 square foot lot is required to have 4 tree units (10,000 / 1,000 x 0.4 = 4 units). If a lot doesn’t have enough tree units to meet that minimum density ratio, they will have to plant supplemental trees.

Q. What complaints did the City receive related to the 2015 tree code update?

A. Most complaints would have gone to Tom Early but there have definitely been complaints about the complexity of the tree application.

Q. Did the code go far enough for new construction?

A. For lots undergoing redevelopment, the changes will result (on average) in one additional tree being saved. It’s important to keep in mind that this is a cumulative effect. Planning Commission

was deliberate in trying to balance the desires of the residents to redevelop their properties with the value of retaining existing trees.

Q. Did the code go too far for existing owners?

A. The general consensus from Planning Commission was that the existing code is too lax when it comes to the removal of larger trees; it is acknowledged that this wasn't their assigned task. To make owners think twice about removing larger trees, the mitigation was intentionally created to be high but also attempted to not be overly burdensome. In the existing code for land not under development, if a resident removes a tree 24" DBH to less than 50", they are required to plant 3 trees. If they remove a legacy tree (in the current code a legacy tree is 50" or greater), they are supposed to plant ½ the DBH removed, i.e., a 50" DBH legacy tree requires 25" of replacement inches). A hazard tree 10" or greater requires one tree.

Q. So any tree 36" DBH or larger will be a Legacy tree?

A. No. Legacy and Landmark trees must be of a certain DBH and be a species on the Legacy Tree Species List:

- A. EVERGREENS (CONIFERS):
 - 1. Lawson Cypress – *Chamaecyparis lawsoniana*
 - 2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
 - 3. Western Red Cedar – *Thuja plicata*
 - 4. Douglas Fir – *Pseudotsuga menziesii*
 - 5. Grand Fir – *Abies grandis*
 - 6. Mountain Hemlock – *Tsuga mertensiana*
 - 7. Western Hemlock – *Tsuga heterophylla*
 - 8. Pacific Madrone – *Arbutus menziesii*
 - 9. Shore Pine – *Pinus contorta* var. *contorta*
 - 10. Western White Pine – *Pinus monticola*
 - 11. Sitka Spruce – *Picea sitchensis*
- B. DECIDUOUS:
 - 1. None

Q. The current tree ordinance was just updated after extensive analysis. Why is the city doing another modification so soon?

A. The existing code was adopted in 2015. At the time of adoption, there was a consensus among city staff and Council that the code would be re-examined in 5 years, so the timing of these amendments is appropriate.

Q. Just because a couple of properties were developed that had excess tree coverage on them does not justify changing the existing tree code.

A. Beginning in the fall of 2019, Council received complaints about more than a couple properties. Additionally, the proposal recommends minor changes that will strengthen the intent of the tree code.

Q. You should be encouraging solar power production not more trees. You can't access solar opportunity if you don't allow homeowners to manage their tree canopies.

A. The proposal will not limit a homeowner's ability to install solar panels on their roof.

Q. The proposed changes are onerous and lopsided regarding tree replacement and would eliminate any new trees from being placed on private property.

A. Council and City staff all recognize the importance of the *right tree in the right place*. The proposal states that if the City's tree arborist determines that there isn't sufficient space on the lot to plant a tree that will grow and thrive, the homeowner will be eligible for alternatives that include: planting in the right-of-way, planting off site, and paying a fee-in-lieu.

Q. These are radical changes that are forcing more tree density on homeowners.

A. Increasing the tree density (or tree canopy) from 35% to 40% is a very minor change that will result in homeowners having to keep on average one more tree.

Q. Why not just plant a forest in the park instead of requiring homeowners to have trees?

A. The benefits of trees are many: from battling heat island effect, helping air pollution, improving mental health, helping stormwater filtration, increasing real estate value, to just name a few. There are numerous studies that support the ecological function of having trees dispersed throughout an area instead of being concentrated in one spot. Like it or not, trees are what make up a large part of Medina's character and that's not a policy directive Council wants to change.

Q. The increase in the required tree density and the decrease in the tree unit has no basis in science or logic.

A. The 40% proposed tree density ratio was actually the 2015 tree code recommendation; however, the density was reduced to 35% before adoption. Both the increase in tree density ratio and the decrease in tree units were supported by the City's tree arborist as minor tweaks to the code.

Q. The current code is flawed and making it more complex is even worse. As far as new construction, several years ago the tree code made it such that new construction had to meet or exceed the average coverage in Medina, therefore the code changes are completely unjustified.

A. It is Staff's opinion that the proposal is minor and does not make things more complex. There is still a density ratio (tree canopy) requirement, however it is modestly increased by 5% from 35% to 40%.

Q. The proposed tree credit units are assigning too small a number to trees; the math doesn't add up.

A. Tree units are not a standardized, tree-industry created value. They are a calibration of numbers that cities use to get a general outcome which is the retention of trees. To demonstrate this point, below are a few tree unit tables from tree codes around the US:

Floyd County, GA

DBH* (inches)	Tree Units
1 to 4	.1
5 to 6	.2
7	.3
8	.4
9	.5
10	.6
11	.7
12	.8
13	.9
14	1.1
15	1.2
16	1.4
17	1.6
18	1.8
19	2.0
20	2.2
21	2.4
22	2.6
23	2.9
24	3.1
25	3.4
26	3.7
27	4.0
28	4.3
29	4.6
30	4.9
31	5.2
32	5.6
33	5.9
34	6.3
35	6.7
36	7.1
37	7.5
38	7.9
39	8.3
40	8.7
41	9.2
42	9.6
43	10.1
44	10.6
45	11.0
46	11.5
47	12.0
48	12.6
49	13.1
50	13.6

Coupeville, WA

Tree Provided	Tree Credits
New small species tree	0.25
New small/medium species tree	0.5
New medium/large species tree	1
New large species tree	2
Preserved tree 6-9"*	4
Preserved tree 10—12"*	5
Preserved tree 12—15"*	6
Preserved tree 16—18"*	7
Preserved tree 19—21"*	8
Preserved tree 22—24"*	9
Preserved tree 25—28"*	10
Preserved tree 29—32"*	11
Preserved tree 33—36"*	12
Preserved tree 37" and greater*	13

Camas, WA

Diameter at Breast Height "dbh"	Tree Units	Diameter at Breast Height "dbh"	Tree Units
1" to 5"	1	31" to 32"	12
6" to 12"	2	33" to 34"	13
13" to 14"	3	35" to 36"	14
15" to 16"	4	37" to 38"	15
17" to 18"	5	39" to 40"	16
19" to 20"	6	41" to 42"	17
21" to 22"	7	43" to 44"	18
23" to 24"	8	45" to 46"	19
25" to 26"	9	47" to 48"	20
27" to 28"	10	49" to 50"	21
29" to 30"	11	For larger trees, allow a ½ tree unit for every additional inch of dbh.	

Centennial, CO

Table [12-8-204](#)
Credit for Preservation of Trees

Preserved Healthy Tree Unit of Measurement (use whichever one produces the most credit)			Credit
Diameter at Breast Height	Tree Height	Years Established	
At least 2 inches, but less than 4 inches	At least 10 ft., but less than 15 ft.	Any	1 tree
At least 4 inches, but less than 8 inches	At least 15 ft., but less than 24 ft.	5	2 trees
At least 8 inches, but less than 12 inches	At least 24 ft., but less than 32 ft.	10	3 trees
At least 12 inches, but less than 16 inches	At least 32 ft., but less than 40 ft.	15	4 trees
16 inches or more	40 ft. or more	20 years or more	5 trees

Q: The proposal conflicts with itself—it calls for a continuous canopy and a scattering of trees.

A. For lots that are 20,000 square feet and larger and under construction, there is a requirement for homeowners to retain a percentage of trees toward the front of the property, toward the back of the property, and outside of the setbacks. The purpose of this is to prevent tree retention from only happening along the back property line, which can give the impression of the lot being clear-cut. This requirement is only for lots 20,000 square feet and larger. When an owner has to plant supplemental trees, there is a priority list of locations where trees should be considered to be placed, which includes near other preserved trees.

Q. The requirement of planting within the first 15-feet of the front and rear property lines conflicts with the development code that allows patios and decks within the setbacks.

A. There is a priority list of where supplemental trees should be replanted and within the front yard setback is one area. However, if it's not reasonable to plant there, there are other options available. The right tree in the right spot will not force a homeowner to plant a tree that will not be able to thrive if a deck is built next to the root zone.

Q. Part of the tree code proposal bans the removal of a 36" tree.

A. Nowhere in the code does it ban the removal of a 36" tree.

Q. It seems the tree units are arbitrarily forcing tree plantings.

A. The reduction in tree units it to not arbitrarily force plantings but rather for homeowners to be more selective with their tree retention. In the tree permit analysis for lots under development, it was clear that homeowners often remove as many trees as they're able to. Increasing the density ratio and decreasing the tree units will result in one or two more trees being retained.

Q. Fewer than one household per year not under development cuts down a tree each year.

A. This is not correct, and staff is unclear of where this assumption came from.

Q. I just learned of this proposal, and I don't support these changes. There should be adequate time to allow homeowners to understand this and have more than one proposal to consider.

A. For the past 9 months, the tree code has been in public process. There has been a dedicated webpage, post cards sent to residents, email blasts, open houses, and public hearings. When Planning Commission is doing its analysis, they do consider multiple possibilities and proposals. However, once Planning Commission takes a vote and finalizes their recommendation, that is what gets forwarded to Council. It's for Council to decide whether to adopt the recommendation, reject it, make amendments to it, or send it back to Planning Commission. The process would never be to forward two separate recommendations on one topic for Council to choose between.

Q. I'm concerned about the new definition of legacy tree and the possibility of needing to plant a lot more replacement trees if I cut down a tree.

A. A Legacy tree has to have a certain DBH and be listed on the Legacy tree list. If you have a tree that qualifies as Legacy and you remove it, yes, planting replacement trees is one option. Other options include planting in the right-of-way, planting off site, or paying a fee-in-lieu.



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MEMORANDUM

DATE: July 6, 2022

TO: Medina City Council

CC: S. Burns; S. Wilcox; A. Kellerman; S. Keyser

FROM: Office of the City Attorney

RE: Permanent Supportive Housing: Update and Proposed Plan

1. Background

Council adopted new regulations that address Permanent Supportive Housing and Transitional Housing on March 14, 2022 (Ord. 1008; effective March 27, 2022) in response to State legislation (E2SHB 1220; effective July 25, 2021). We updated Council on May 9, 2022 about the general status of other cities' actions on this topic, including scope of coverage, buffer sizes and buffer criteria.

2. Council Issues and Summary Response

Issues: Council identified four specific issues at its May 9th meeting which are paraphrased below, followed by our summary response.

- * Whether the MMC as amended supported a requirement for housing facilities to adopt and enforce a "Code of Conduct" applicable to the housing residents, and/or whether additional MMC language would be appropriate
- * Whether the MMC as amended supported a requirement for housing facilities to adopt and enforce a "Good Neighbor Agreement" that would minimize potential impacts of housing facilities on neighboring properties, and/or whether additional MMC language would be appropriate
- * Who would be operating the housing facilities
- * Whether the City would be or could be involved in the screening process used by housing facilities to select individual residents, and/or whether MMC language would be appropriate

Response: The core MMC amendments adopted by Medina Ord. 1008 comprise new regulations adopted at MMC 16.31.060 (Permanent supportive housing and transitional housing facilities). MMC 16.31.060((F) requires that (i) every applicant for a PSH or TH facility must submit an "occupancy agreement" to the City addressing specific criteria, and (ii) the City must review the occupancy agreement and find that it meets the City's minimum criteria and

requirements to the City's satisfaction before the occupancy agreement can be approved. The occupancy agreement must include the following specific items: Operational information about the facility; a code of conduct for residents of the facility; a fire safety plan approved by Bellevue Fire; a safety and security plan approved by Medina Police; and a good neighbor agreement plan. These requirements affirmatively answer the first three Council issues above. The fourth issue—resident screening—is discussed in this memorandum.

3. **Attachments**

The following materials are attached to illustrate the scope and complexity of current regional efforts underway to address homelessness and the various implementation paths in use within the broader community:

- * **Attachment 1:** Medina Ord. 1008
- * **Attachment A:** Emergency Shelter Information
- * **Attachment B:** Emergency Housing Information
- * **Attachment C:** Permanent Supportive Housing Information
- * **Attachment D:** Coordinated Entry Information
- * **Attachment E:** Other City Housing Codes

These are referenced in the following discussion and include website links for further information and exploration.

4. **Entities Involved in Addressing Homelessness**

The entities currently addressing homelessness and operating housing facilities are numerous, disparate in their purpose and approach, but comprised generally of governmental agencies and private nonprofit service providers. There are also advocacy organizations that work to support those efforts.

Governmental Agencies. The key governmental players relevant to Medina are the Department of Commerce and King County:

Department of Commerce. The Department of Commerce is tasked with analyzing and allocating units for low-income housing, emergency housing, emergency shelters, and permanent supportive housing to meet the needs of local homelessness population in the State. Commerce will send the foregoing allocation to each County, which will then allocate the number of housing units required by individual cities. Commerce's allocation to King County is expected in the Fall of 2022.

King County Regional Homelessness Authority (KCRHA). The KCRHA was established in mid-2021 to provide a unified and connected approach for the different services and programs serving the homeless in King County. Originally a project between King County and the City of Seattle, the KCRHA is meant to serve homelessness throughout the region and is governed by a committee of elected officials and community members. The KCHRA is tasked with providing a coordinated entry process for homeless persons to find emergency shelters or housing and administer programs associated with permanent supportive housing.

Private Nonprofit Service Providers. Many homeless shelters and housing facilities are provided and operated by private nonprofit organizations. Each service provider generally focuses on a

specific type of housing or shelter option that will serve different sections of the homeless population (e.g., veterans, disabled, etc.) and will involve different rules and regulations for selecting the people to stay in the housing and under what ongoing rules or requirements. Here is a short sample:

Low-Income Housing Institute (LIHI). Started in 1991, LIHI provides emergency shelters, emergency housing, and permanent supportive housing throughout the Puget Sound Region. They manage over 2,200 housing units at 60 sites through six counties.

Downtown Emergency Service Center (DESC): Founded in 1979, DESC provides housing for those who are experiencing serious mental illness, substance use/abuse disorders, and other chronic health conditions. As of 2020, DESC they operated 14 buildings with over 1,400 tenants throughout the Seattle area.

Union Gospel Mission (UGM). A faith-based organization, the UGM operates emergency shelters as well as outreach for the homelessness population.

Congregation for the Homeless (CFH). Another faith-based organization, the CFH was created by the Eastside Interfaith Social Concerns Council in 1993 to provide a rotating men's emergency shelter. CFH now provides providing both emergency shelter as well as permanent housing in East King County.

Chief Seattle Club (CSC). The CSC is a native-led housing and human services agency that caters directly to homeless urban natives. One of its projects is known as al? al? (Lushootseed for "Home") which provides 150 units of housing.

Advocacy Organizations. In addition to the foregoing, the Seattle/King County Coalition on Homelessness (Coalition) advocates policy agendas that the Coalition concludes will help address or resolve homelessness in the region.

5. **Types of Housing Facilities**

ES2HB defines three different types of housing meant to serve homeless populations and populations vulnerable to becoming homeless. Each type of housing serves a different purpose for the homeless population.

Emergency Shelters. RCW 36.70A.030(10) defines emergency shelter as follows:

[A] facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.¹

As the name implies, emergency shelters are meant to address an imminent emergent need for a vulnerable individual and includes severe weather shelters along with overnight shelters.² Rules for who can stay at an emergency shelter are set by the service provider. Three examples of emergency shelters include the following:

¹ Laws of 2021, Ch. 254 at §6 (10)

² A Quick Guide to Temporary Shelters, MRSC, available at <https://mrsc.org/getattachment/5a2e4d9d-4b0f-42b2-b7ca-b136fc9ca433/Quick-Guide-to-Shelters.pdf.aspx>

Men's Emergency Shelter. Operated by CFH, this shelter is a men's only emergency shelter.³ In order to stay at the shelter, each person must submit to a background check to ensure that no one has a sex offender status and must pledge not to use alcohol or illegal substances while staying at the shelter.⁴

Seattle Navigation Center. Operated by DESC, the Navigation Center is a "low barrier" emergency shelter in Seattle.⁵ The "low barrier" denotes that shelter has either relaxed rules or fewer rules than a typical emergency shelter. Relaxed rules include allowing partners to stay together (unlike some shelters that are men or women only shelters), allow pets, or not require participants to remain sober while staying at the shelter.⁶

Tiny Home Villages. These are operated throughout Seattle. Instead of a single building used as shelter space, a tiny home village offers an individualized "tiny home" for each person or family. In addition to the rules and regulations of the sites themselves, tiny homes will often have additional requirements based on their size. For example, Seattle regulates the size of each home to be no more than 96 square feet.⁷

Emergency Housing (aka Transitional Housing). RCW 36.70A.030(9) defines emergency housing as follows

[T]emporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.⁸

Emergency housing is also referred to as "transitional housing" and is meant as a bridge between homelessness and a more stable housing situation. Emergency housing may provide onsite services, including substance use support, domestic violence support, and job support. An example of this type of housing is run by the LIHI, which operates several transitional housing projects throughout the region, including these two:

506 Apartments. The 506 Apartments comprises 32 units specifically geared towards young people, 18-29, and includes onsite case management for the residents.⁹

Meadowbrook Apartments. Located in North Seattle, the Meadowbrook Apts. is a 50 unit facility designed to help families and individuals transition out of homelessness.¹⁰

Permanent Supportive Housing. RCW 36.70A.030(19) defines permanent supportive housing as follows:

[S]ubsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices

³ See **Attachment A**, Congregations for the Homeless Emergency Men's Shelter.

⁴ *Id.*

⁵ See **Attachment A**, DESC Seattle Navigation Center

⁶ DESC's Navigation Center does not allow for the open use of drugs or other substances in or around the Center. So, although the shelter does not require sobriety from individuals staying at the Center, it does require that substance use not occur at the Center.

⁷ **Attachment A**, LIHI brochure Information Building permits available at <https://www.lihihousing.org>.

⁸ Laws of 2021, Ch. 254 at §6 (9).

⁹ **Attachment B**, 506 Apartments available at <https://www.lihihousing.org/properties/506-apartments>.

¹⁰ **Attachment B**, Meadowbrook Apartments available at <https://www.lihihousing.org>.

designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all the rights and responsibilities defined in chapter 59.18 RCW.¹¹

Permanent supportive housing is designed for long term residency and provides long term onsite services for the tenants. Examples of permanent supportive housing include the following:

Estelle Building. Consisting of 91 units, the Estelle Building focuses on helping formerly homeless individuals with serious mental health illness or with other disabling conditions.¹² DESC partners with Harborview Medical Center to refer patients existing the hospital to the Estelle Building and have set aside 15 units to help those individuals.¹³

Chief Seattle Club. The Chief Seattle Club operates three permanent supportive housing units, Goldfinch, al? al?? (pronounced "All All"), and Sacred Medicine House, that cater to urban American Indians and Alaska Natives.¹⁴

6. Coordinated Entry Program

Due to the variety of housing types and number homeless providers, the King County Regional Homeless Authority (KCRHA) runs a program known as Coordinated Entry for All (CEA).¹⁵ CEA is intended to help people experiencing homelessness find stable housing by identifying, assessing, and connecting them with pertinent housing support services and housing resources. CEA uses a standardized Housing Triage Tool that matches services and available housing resources to people experiencing homelessness.¹⁶ People access CEA through Regional Access Points throughout King County.¹⁷ Once the individual or family has been evaluated, they will be referred to a specific shelter or housing based on availability and suitability of the individual or family.

This program relates to the Council's issue regarding involvement with the screening processes used by service providers to select and place persons experiencing homelessness to a facility in Medina (should such facilities be located within the City).

7. Regional Housing Regulations

As the Council knows from prior discussions, RCW 35A.21.430 empowers cities to establish local regulations concerning housing:

¹¹ Laws of 2021, Ch. 254 at §6 (19).

¹² **Attachment C**, Estelle Building available at <https://www.desc.org/what-we-do/housing/estelle/>

¹³ *Id.*

¹⁴ Chief Seattle Club available at <https://www.chiefseattleclub.org/permanent-housing>

¹⁵ **Attachment D**, Coordinated Entry FAQs available at <https://kcrha.org/coordinated-entry-faq/>

¹⁶ *Id.*

¹⁷ **Attachment D**, Regional Access Points available at <https://kcrha.org/coordinated-entry-faq/>

Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety. Any such requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters necessary to accommodate each code.¹⁸

A data compilation of similar sized cities in King, Pierce, and Snohomish counties show not all cities have adopted regulations for emergency shelters or permanent supportive housing:¹⁹

Home City	Size (Square Miles)	Population (2020)
Medina	1.44	3, 283

City Name	Size (Square Miles)	Population (2020)	County	PSH Legislation (Yes, No, In Process)
Bothell	13.6	46, 386	King	No
Clyde Hill	1.1	3, 360	King	No
Des Moines	6.3	32, 000	King	Yes
Edmonds	8.9	42, 347	Snohomish	No
Federal Way	22.3	99, 812	King	Yes
Fife	5.8	10, 345	Pierce	No
Fircrest	1.6	6, 844	Pierce	No
Hunts Point	0.3	347	King	No
Issaquah	12.1	38, 707	King	No
Kenmore	6.1	22, 969	King	In process
Kirkland	17.8	91, 146	King	No
Lake Forest Park	3.5	13, 455	King	Yes
Lake Stevens	9.2	33, 470	Snohomish	No
Mercer Island	6.4	25, 820	King	Yes
Mill Creek	4.6	20, 750	Snohomish	No
Milton	2.8	8, 211	Pierce	Yes
Mukilteo	6.3	21, 414	Snohomish	No
Newcastle	4.4	12, 078	King	No
Redmond	16.6	67, 989	King	Yes
Renton	23.5	181, 871	King	No

¹⁸ Laws of 2021, Ch. 254 at §3

¹⁹ This compilation was presented to Council at its May 9, 2022 meeting. The closing section of this memorandum recommends that it be updated in conjunction with the other actions discussed therein.

SeaTac	10.1	29, 102	King	Yes
Sumner	7.5	10, 246	Pierce	Yes
Yarrow Point	0.4	1, 353	King	No

Among the cities that have adopted legislation relating to permanent supportive housing, several provisions are generally consistent (Medina adopted similar requirements as well):

- * Locating the facility within 1 mile of a transit stop
- * Locating the facility away from another similar facility at least ½ mile
- * Having the facility meet the local zoning requirements
- * Asking for certain requirements of the staff, include onsite staff 24 hours a day
- * On-site counseling services

Selected excerpts of codes from other cities will be found at **Attachment E**.

8. Recommendations

Council has already adopted a thorough set of housing regulations under Ord. 1008. If we know anything more at this point, it is a better sense of the wide variety of emergency shelter and housing types and functions; the variety of service providers working in the region; the nature of their housing focus and resident assignment processes; and the anticipated quantification of housing units presumably coming from Commerce and King County this fall. For all of that, it remains difficult to determine a reliable type or focus of homeless housing units that might wish to locate in the City (if any at all), limiting the potential for making meaningful code changes at this point.

As Council is shortly commencing its August hiatus, we suggest implementing a summer action plan along the lines set forth below, with a report thereon and accompanying presentation of draft MMC amendments as warranted, at Council’s first or second September meeting:

1. Engage with the City’s contact at Department of Commerce and King County Homeless Authority to determine the potential range of housing units that might be allocated to small cities, and Medina in particular.
2. Contact specific housing service providers with whom we have talked informally to discuss the function and implementation of their screening and placement processes and the suitability of small communities in serving their client needs. This would include outreach to service providers noted above, including LIHI and DESC.
3. Assemble and evaluate more legislative actions by other cities and use that information to determine and draft additional code changes to existing MMC regulations.
4. Address Council’s issues regarding the potential extent of MMC regulations on code of conduct and good neighbor agreements.
5. Apply the existing MMC regulations to identify and evaluate potential locations for emergency housing or permanent supportive housing units within Medina, followed by analysis of immediate or discernable site development issues.

*** *** *** End Memo *** *** ***

Ordinance No. 1008

MEDINA CITY COUNCIL

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, AMENDING PORTIONS OF TITLE 16 OF THE MEDINA MUNICIPAL CODE INCLUDING MMC CHAPTERS 16.12, 16.21, AND 16.31 TO IMPLEMENT E2SHB 1220 AND ALLOW PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING FACILITIES IN ALL LAND USE DISTRICTS WHERE RESIDENTIAL DWELLINGS ARE ALLOWED AND MAKING OTHER RELATED CHANGES FOR CONFORMANCE AND CONSISTENCY WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2021, the Washington State Legislature enacted Engrossed Second Substitute House Bill 1220 (E2SHB 1220, effective July 25, 2021), which requires Washington municipalities, including the City of Medina, to (1) implement, allow and regulate the development and operation of permanent supportive housing and transitional housing facilities in all land use districts where residential dwellings are allowed; and (2) to plan for and accommodate various affordable, supportive, transitional and other housing types in the next Comprehensive Plan update to the extent applicable in the municipality's zoning classifications; and

WHEREAS, the purpose of this Ordinance is to address the first topic above—development and operation of permanent supportive housing and transitional housing facilities in each of the City's zone districts where residential dwellings are allowed; and

WHEREAS, the City of Medina allows residential dwellings in each of the City's zoning districts; and

WHEREAS, existing Comprehensive Plan Goal H-G2 directs the City to explore affordable housing opportunities; and

WHEREAS, the Medina Planning Commission reviewed and evaluated proposed amendments to the Medina Municipal Code (MMC or Code) that would implement, allow and regulate the development and operation of permanent supportive housing and transitional housing in the City's residential land use districts; and

WHEREAS, the City published a legal notice in the Seattle Times on November 22, 2021 for a virtual public hearing before the Planning Commission to solicit and receive public testimony regarding the proposed amendments; and

WHEREAS, the Planning Commission duly held a public hearing on December 14, 2021 for that purpose; and

WHEREAS, after considering staff recommendations, hearing public comment and reviewing the record, the Planning Commission voted to recommend approval of proposed amendments to the City Council for review in 2022; and

WHEREAS, the City provided a Notice of Intent to Adopt code amendments required by E2SHB 1220 to the Washington State Department of Commerce (Commerce) in accordance with RCW 36.70A.106 and MMC 16.81.070 on December 17, 2021; and

WHEREAS, a State Environmental Policy Act (SEPA) environmental checklist was prepared for the proposed amendments and a Determination of Non-Significance (DNS) was issued thereon on December 20, 2021; and

WHEREAS, the City Council duly held two public meetings to consider and review the proposed amendments; and

WHEREAS, the City published a legal notice in the Seattle Times on February 17, 2022 for a virtual public hearing on March 14, 2022 before the Medina City Council to solicit and receive additional public testimony regarding the Planning Commission's recommendation on the proposed amendments and additional changes and amendments thereto; and

WHEREAS, the City Council has considered and reviewed the proposed amendments, City Staff recommendations, and public testimony, and hereby finds that the amendments reflected and set forth herein are consistent with the requirements of E2SHB 1220 and the Medina Comprehensive Plan, will enhance the public health, safety and welfare, and will advance the public interest; and

WHEREAS, the City Council therefore desires to amend the existing MMC sections and chapters as set forth in this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council adopts the foregoing recitals as its findings and conclusions concerning the matters described therein, also intending thereby to provide a record of the facts, issues, and process involved in this consideration.

Section 2. Amendment to MMC Section 16.12.170. Section 16.12.170 of the Medina Municipal Code is amended to read as follows:

16.12.170 "P" definitions.

"Parcel." See definition of "lot."

"Park, public" means a natural, landscaped, or developed area, which may or may not contain structures, that is provided by a unit of government to meet the active or passive, outdoor or indoor, recreational needs of people.

"Parking area" means any area designed and/or used for parking vehicles and other motorized transportation.

"Parking space" means an area which is improved, maintained and used for the sole purpose of temporarily accommodating a motor vehicle that is not in use.

"Parties of record" means:

1. The applicant and any appellant;
- Ordinance No.1008

2. The property owner, if different than the applicant;
3. The city;
4. Any person or public agency who individually submitted written comments to the city prior to the closing of the comment period provided in a legal notice;
5. Any person or public agency who individually submitted written comments for or testified at a predecision hearing;
6. Any person or public agency who submitted to the city a written request to specifically receive the notice of decision or to be included as a party of record prior to the closing of an open-record predecision hearing.
7. A party of record does not include a person who has only signed a petition. (See MMC 16.80.160.)

“Patio” means a hard surfaced area of the ground beyond a building designed, established and/or installed to provide for outdoor living, cooking and recreation, some sides of which are open and which may or may not have a permanent overhead covering.

“Penthouse, stair and elevator” means an enclosed structure on or above the roof of any part of a building, which is designed or used for ingress and egress by means of stairs or an elevator.

“Permanent supportive housing” means one or more subsidized, leased dwelling units with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident’s health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.

“Permeable interlocking concrete pavements (PICP)” means a type of permeable pavement made with manufactured modular concrete paving units. Pavements constructed with these pavers create joints that are filled with permeable aggregates and installed on an open-graded bedding course to allow water to infiltrate.

“Permeable pavement” means a low impact development best management practice consisting of paving material which is designed to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

“Permit fee” means a payment of money imposed upon development as a condition of application for or approval of development to cover the costs of processing applications, inspecting and reviewing plans or other information required to be submitted for purpose of evaluating an application, or inspecting or monitoring development activity.

“Person” means, as used in this title, any individual, partnership, association, corporation, unit of government or any other legal entity.

“Personal wireless service facilities” means the same as that phrase is given meaning pursuant to 47 U.S.C. 332(c)(7)(C)(ii).

“Personal wireless services” means the same as that phrase is given meaning pursuant to 47 U.S.C. 332(c)(7)(C)(i).

“Pervious concrete” means a type of permeable pavement made with a rigid pavement similar to conventional concrete with the fine material reduced to form voids between the aggregate and allow water to infiltrate.

“Planned land use development (PLUD)” means the provisions for varying zoning requirements adopted by Ordinance No. 213 and repealed by Ordinance No. 435.

“Plantable area, right-of-way” means the pervious surface portion of the city’s street rights-of-way located between the street surface edge and the adjoining property line. The plantable area also includes the area of any planting strip between the existing sidewalk or pathway and the edge of the street. The plantable area excludes the sidewalk and driveways.

“Planting bed boxes, raised” means a series of walls fit closely together, without a cover, each wall one foot wide or less, used to frame soils elevated above the finished grade for growing plants and built of timber, stone, brick, concrete and similar types of framing materials.

“Plat” means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys, or other divisions and dedications.

“Plat certificate” means a title report or subdivision guarantee that is prepared by a title company for the property contained in a proposed short subdivision, subdivision or binding site plan, to include, as a minimum, all owners of record, easements and encumbrances affecting said property.

“Plat, final” means the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this chapter and Chapter 58.17 RCW.

“Plat, preliminary” means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements consistent with the requirements of this chapter. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision or short subdivision.

“Plat, short” means the map or representation of a short subdivision.

“Ponds” means areas of open water fed by springs, or fed by natural and enhanced drainage ways, which are so intrinsically associated with a wetland, stream or natural watercourse as to merit protection under the provisions of this chapter.

“Porch” means a structure abutting a main wall of a building having a roof, but with walls that are generally open and unenclosed and with direct access to or from a building. An uncovered porch is similar to an uncovered deck, but provides main access to or from a building. (See “deck” and “veranda.”)

“Porous asphalt” means a type of permeable pavement made with a flexible pavement similar to standard asphalt that uses a bituminous binder with the fine material reduced to form voids between the aggregate and allow water to infiltrate.

“Practical alternative” means an alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, and having fewer impacts to critical areas.

“Premises” means the same as the definition in MMC 8.04.010(D).

“Priority habitat” means habitat type or elements with unique or significant value to one or more species as classified by the Department of Fish and Wildlife. A priority habitat may consist of a unique vegetation type or dominant plant species, a described successional stage, or a specific structural element (WAC 173-26-020(28)).

“Profit” means the value difference in what a building or structure is worth as a result of improvements made to the building or structure, and the cost of replacement of the building or structure. For the purpose of this chapter “profit” shall be an estimate.

“Project permit” or “project permit application” means any land use or environmental permit or license required from the city for a project action, including but not limited to building permits, subdivisions, conditional/special uses, shoreline permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan, tree removal permits, and right-of-way permits, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations.

“Property line” means the legal boundary of a parcel of land.

“Property line, front” means, unless otherwise set forth in this title, the property line contiguous with the street right-of-way.

“Property line, rear” means, unless otherwise set forth in this title, any property line other than the front property line which is parallel to the front property line or within 45 degrees of being parallel to the front property line.

“Property line, side” means any property line that is not a front or rear property line.

“Pruning” means the selective removal of branches and/or trunks following ANSI standards for safety, health, structure, shape, and aesthetics. This definition includes trimming. Except where approved by the city arborist to reduce a hazard, pruning shall be consistent with one of the following methods:

1. Clean: Cleaning a tree shall consist of pruning to remove one or more nonbeneficial parts: dead, diseased, and/or broken branches;
2. Raise: Selective pruning to provide vertical clearance;
3. Reduce: Selective pruning to decrease the height and/or spread of a tree and shall not reduce the foliage crown by more than 25 percent annually (this method is employed to minimize risk of failure, balance the canopy, height and spread reduction, utility clearance or to improve tree aesthetics); or

4. Thin: Selective pruning to reduce the density of small live branches typically in the 10 to 15 percent range of the foliage crown, but not exceeding 25 percent annually.

“Pruning, hazard” means removing hazardous branches throughout a canopy, or in a clearly specified area of the canopy where safety considerations are paramount. Such branches may be broken, exceedingly weighted, or cracked.

“Public meeting” means an informal meeting, hearing, workshop, or other public gathering of persons to obtain comments from the public or other agencies on a proposed project permit prior to the city’s decision. A public meeting does not include an open-record hearing. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the city’s project permit application file.

“Public safety use” means police, fire and similar emergency services provided by a public entity.

Section 3. Amendment to MMC Section 16.12.210. Section 16.12.210 of the Medina Municipal Code is amended to read as follows:

16.12.210 “T” definitions.

“Target,” when used for assessing hazard trees, means people, property or activities that could be injured, damaged, or disrupted by a tree.

“Target, likelihood of impact” means the chance of a target being impacted by a failed part of a tree. The likelihood of impacting a target can be categorized as follows:

1. Very low: the chance of the failed tree or branch impacting the specific target is remote;
2. Low: it is not likely that the failed tree or branch will impact the target;
3. Medium: the failed tree or branch may or may not impact the target, with nearly equal likelihood; or
4. High: the failed tree or branch will most likely impact the target.

In evaluating the likelihood of impacting a target, the occupancy rate of the target and any factors that could affect the failed tree as it falls towards the target shall be used in determining the likelihood of impact.

“Temporary public facility” means a land use and/or facilities owned, operated, and maintained temporarily by a city government agency, a public or nonprofit school, or religious organization.

“Terrace” means a level platform or shelf of earth supported on one or more faces by a wall, bank of turf, stable inclined grades, or the like.

“Title report” means the written analysis of the status of title to real property, including a property description, names of titleholders and how title is held (joint tenancy, etc.), encumbrances (mortgages, liens, deeds of trusts, recorded judgments), and real property taxes due.

“Tract” means an extended area of land reserved exclusively for a special use such as open space, surface water retention, utilities, or access. Tracts reserved for a special use are not considered building sites.

“Transitional housing” means one or more dwelling units owned, operated, or managed by a nonprofit organization or governmental entity in which supportive services are provided to individuals and families that were formerly homeless, with the intent to stabilize them and move them to permanent housing within a period of not more than twenty-four months, or longer if the program is limited to tenants within a specified age range or the program is intended for tenants in need of time to complete and transition from educational or training or service programs.

“Treasurer, county” means the person defined in Chapter 36.40 RCW, or the office of the person assigned such duties under the King County Charter.

“Treatment best management practice” means a facility designed to remove pollutants contained in stormwater. Some methods of pollutant removal include sedimentation/settling, filtration, plant uptake, and bacterial decomposition. Treatment BMPs include, but are not limited to: vegetated filter strips, oil and water separators, biofiltration swales, and linear sand filters. Further information can be found in the stormwater manual adopted under MMC 13.06.020.

“Tree” means a self-supporting woody perennial plant, excluding a bush or shrub.

“Tree, dead” means a tree that is no longer alive, has been removed beyond repair, or is in an advanced state of decline (where an insufficient amount of live tissue, green leaves, limbs or branches exists to sustain life) and has been determined to be in such a state by a certified arborist during a nondormant or other natural stage of the tree that would minimize the likelihood that the tree would be mistakenly identified as being in such a dead state.

“Tree, hedge” means a row of smaller trees planted close together and growing in a dense continuous line 20 feet in length or longer that form a thicket barrier.

“Tree protection zone” means area identified by the director in which no soil disturbances are permitted and activities are restricted.

“Tree, right-of-way” means a tree with at least two-thirds of its trunk diameter on public right-of-way.

“Tree risk” means the combination of the likelihood of an event and the severity of the potential consequences. In the context of trees, risk is the likelihood of a conflict or tree failure occurring and affecting a target and the severity of the associated consequences: personal injury, property damage, or disruption of activities. Risk is evaluated by categorizing or quantifying both the likelihood (probability) of occurrence and the severity of the consequences.

“Tree species” means group of trees that resemble each other closely and interbreed freely.

“Tree topping” means an inappropriate technique to reduce tree size that cuts through a stem more than two years old at an indiscriminate location.

“Truck gardening” means the same as “market gardens,” which is the small-scale production of fruits, vegetables and flowers, frequently sold directly to consumers.

Section 4. Amendment to MMC Section 16.21.030. Section 16.21.030 of the Medina Municipal Code is amended to read as follows:

16.21.030 Use table.

Table 16.21.030 establishes those uses which are permitted, those uses subject to specific development standards, and those uses requiring special approval and that are prohibited within each zoning district.

Table 16.21.030: Land Use Table

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
Residential Uses						
Accessory Dwelling Units	P	P	P	P	P	P
Accessory Recreational Facilities	A	A	A	A	A	A
Accessory Recreational Facilities – Minor	L	L	L	L	L	L
Accessory Uses – On-Site	P	P	P	P	P	P
Accessory Uses – Off-Site	L	L	L	L	L	L
Adult Family Home	L	L	L	L	L	L
Detached, Single-Family Dwelling	P	P	P	P	P	P
Family Day Care Home	L	L	L	L	L	L
Manufactured Home	L	L	L	L	L	L
<u>Permanent Supportive Housing</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>
<u>Transitional Housing</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>
Nonresidential Uses						
Automobile Service Station					L	
Automobile Mechanical Repair					L	
Commercial Horticulture/Truck Gardening/Agriculture, Excluding the Raising of Animals				L		
Clubhouse – Public/Private		SU				SU
Golf Course		SU				SU
Historical Use	H				H	
Home Business	L	L	L	L	P	P
Public and Institutional Uses						
City Government Facilities						CU
Post Office						SU
Public Safety						CU
Public Park	P	P	P	P	P	P
Electrical Power and Utility Substation	SU	SU	SU	SU	SU	SU

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
Accessory Recreational Facilities – Public	P	P	P	P	P	P
Religious Facility	SU	SU	SU	SU	SU	SU
School – Public/Private (Preschool to Grade 12)						SU
Temporary City Government Facilities	L	L	L	L	P	P
Wireless Communication Facilities	SU	SU		SU	SU	SU
Shoreline Uses						
See Chapter 16.62 MMC for a list of uses within the shoreline jurisdiction.						
*See MMC 16.21.020 for explanation of “P,” “L,” “A,” “SU,” “CU,” and “H.”						

Section 5. Amendment to MMC Chapter 16.31. Chapter 16.31 of the Medina Municipal Code is amended to add new Section 16.31.060 and read as follows:

Chapter 16.31

LIMITED USES

Sections:

- 16.31.010 Home business.
- 16.31.020 Adult family homes and family day care homes.
- 16.31.030 Manufactured homes and trailers.
- 16.31.040 Automobile-related service uses.
- 16.31.050 Commercial horticulture, truck gardening, and agriculture uses.
- 16.31.060 Permanent supportive housing and transitional housing facilities.

16.31.010. Home business.

- A. *Permissive use.* A home business is permitted within a single-family dwelling provided it meets all the standards and requirements of this section. Home business is defined in MMC 16.12.090. Activities not able to meet all the standards and requirements of this section may be performed in non-residential zone districts of the city if otherwise allowed under the MMC.
- B. *Standards.* Every home business shall meet the following standards:
 1. The home business shall be clearly incidental and secondary to the use and function of the single-family dwelling as a residence.
 2. All external indications of or impacts from a home business shall be compatible with the residential character and nature of the neighborhood.
 3. The home business shall not cause or result in material changes in neighborhood safety, traffic, number or frequency of vehicle trips, parking demand or parking requirements.

4. The following are prohibited in connection with a home business: signs; noise; smoke or odors detectible outside the dwelling; retail trade; pickup and delivery; external structure modifications; and exterior lighting.
- C. *Requirements.* Every home business shall meet the following requirements:
1. The home business shall be located and operated wholly within the single-family dwelling.
 2. No more than one person may be employed who is not a family member residing in the residence.
 3. Any employee, client(s) and family members shall use off-street parking exclusively.
 4. Not more than two vehicles owned or operated by an employee and/or a client shall be parked on the premises at any time.
 5. All required local, regional, state, and federal permits and licenses shall have been obtained and shall be current and valid.
 6. All required permits and authorizations for the dwelling structure and other attributes of the property and premises shall have been issued by the city and be in current compliance with the Medina Municipal Code.
- D. *Exclusions.* The following activities are not allowed as a home business:
1. Storage, receipt or transfer of equipment, materials, and commodities.
 2. Stables, kennels, or husbandry of animals; any activities involving any exotic animal or farm animal; activities that are not permitted by MMC chapter 6.04.
 3. Agriculture farming and sales activities.
 4. Vehicle repair, automobile detailing or automotive servicing activities.
 5. Production or storage of any hazardous waste or substance.
 6. Any nonconforming use, however or whenever established.
 7. Any activity that is prohibited by the Medina Municipal Code.
- E. *Enforcement.* Pursuant to MMC 16.10.040 and 16.10.050, the director shall apply the provisions of this section to the activities of a home business whenever necessary or appropriate to determine whether the home business meets the requirements and standards of the Medina Municipal Code, and shall issue findings and a decision thereon.

16.31.020. Adult family homes and family day care homes.

- A. Adult family homes are a permitted use in any zone allowing a single-family dwelling provided the adult family home complies with underlying zoning requirements and the requirements set forth in Chapter 70.128 RCW.
- B. Family day care homes are a permitted use in any zone allowing a single-family dwelling provided they have obtained a permit for operation from the city. Permits shall be issued by the city, at no cost, upon proof that the family day care home has obtained all necessary licenses and approvals from the state to operate such a facility.

16.31.030. Manufactured homes and trailers.

- A. Manufactured homes are permitted pursuant to RCW 35A.21.312 provided:

1. At the time of installation, the manufactured home is new;
 2. The manufactured home is placed upon a permanent foundation, as specified by the manufacturer, and that the space from the bottom of the home to the ground be enclosed by concrete or an approved concrete product which can be either load bearing or decorative;
 3. The manufactured home shall comply with all zoning requirements such as structural coverage, lot area, setbacks, and height;
 4. The manufactured home is thermally equivalent to the State Energy Code; and
 5. The manufactured home meets all other requirements for a designated manufactured home as defined in RCW 35.63.160.
- B. Trailers for temporary occupancy. The owner of a parcel of land where no single-family dwelling is situated may occupy one trailer as a temporary dwelling during the construction of a new dwelling thereon provided:
1. A valid building permit for construction of a single-family dwelling has been issued and a good faith effort is being made to start construction of said dwelling immediately, and work is pursued with diligence;
 2. The trailer is located in a manner so as to not in any way impede egress or ingress to people traveling over joint roads or easements to other properties;
 3. All city and state regulations relating to sanitation, garbage and trash disposal, water and other utilities are met to the satisfaction of the city;
 4. A temporary use permit is issued pursuant to MMC 16.70.060; and
 5. The trailer does not reduce the number of parking spaces below three required for construction vehicles.
- C. Construction trailers erected during the construction phase of a project are allowed provided the trailer is removed prior to the completion of the project. Construction trailers may be located within zoning setback areas provided they are screened from abutting properties; however, they are not allowed within shoreline setback areas.

16.31.040. Automobile-related service uses.

This section establishes the development criteria that apply to automobile-related service uses, including accessory uses.

- A. The minimum setbacks for buildings and structures shall be as follows:
1. From front property lines: 30 feet;
 2. From rear property lines: 30 feet;
 3. From side property lines: 15 feet, except where the lot abuts a residentially zoned property, then the minimum setback shall be 30 feet.
- B. Requirements for parking.
1. Minimum off-street parking shall be provided as follows:
 - a. One space for each employee on duty at any time; plus
 - b. One space for each 1,000 square feet of the gross floor area of the principal building; and
 - c. Six spaces for vehicle storage, which may be covered or uncovered;

2. At least one additional off-street parking space per building shall be provided and designated as a load/unload area;
 3. Design standards for parking spaces:
 - a. Spaces may be covered or uncovered;
 - b. Minimum 250 square feet of surface area per parking space;
 - c. Spaces shall be improved with an all-weather surface such as asphalt or concrete, but not gravel, and shall include facilities for surface water runoff;
 - d. Spaces shall be arranged and marked in a manner that does not impede access to the lot;
 - e. For parking design requirements, refer to Chapter 16.39 MMC, Parking.
- C. Minimum landscaping and screening requirements.
1. Where the automobile-related service use abuts along residentially zoned property, either a six-foot in height fence, or solid landscape screening pursuant to MMC 16.30.070 shall be installed such that the service is concealed year-round from the abutting residential lots;
 2. Where the automobile-related service use abuts public street right-of-way, the following shall apply:
 - a. At least 30 percent of the frontage abutting the street shall be vegetated with plantings including shrubs and undergrowth plantings; and
 - b. Frontage plantings shall comprise a minimum of 60 percent native vegetation, or well-adapted drought-tolerant vegetation where site conditions are appropriate for establishment and long-term survival; and
 - c. The height of the vegetation shall be maintained in a manner that does not obscure clear views for traffic safety.
- D. Access requirements.
1. Access to an automobile-related services use shall be restricted to marked driveways at locations approved by the city engineer as appropriate to ensure safe and efficient traffic movement;
 2. Driveway entrances shall not exceed 35 feet in width for each 60 feet of street frontage.
- E. Allowances for signage shall be pursuant to MMC 16.30.020.
- F. Automobile storage is allowed; provided, that:
1. The use is accessory to a principal automobile-related service use on the same lot;
 2. The number of motor vehicles parked on the property shall be limited to what can be accommodated under cover or in marked off-street parking, or loading spaces;
 3. No motor vehicle shall be parked that is:
 - a. Exposed in a partly disassembled or significantly damaged condition;
 - b. Exposed for more than 30 days unless the exposure time is interrupted by periods of at least ten consecutive days; and
 - c. Parked, including trailers, for display to sell, rent, or as a prize.
- G. Operation and displays shall meet the following requirements:
1. All operation and displays, including those of merchandise, shall be within an approved structure, except those directly required to dispense gasoline, water, air, and motor oil;
 2. No accumulation of tires or other automotive materials outside approved structures is permitted; and
 3. Trade-inducing prizes shall be deemed merchandise.

16.31.050. Commercial horticulture, truck gardening, and agriculture uses.

This section establishes the development criteria that apply to commercial horticulture, truck gardening and agriculture uses, including accessory uses.

- A. Structures may include, but are not limited to, such uses as hot houses, greenhouses, storage sheds, heating plants, and similar accessory uses associated with horticulture, truck gardening, and agriculture uses.
- B. Agriculture uses shall exclude farm animals and exotic animals, and shall exclude using, keeping, harboring, breeding, raising or farming any animals, and shall exclude farming of marijuana including the growth of marijuana in a residential medical marijuana cooperative as described in RCW 69.51A.250 and defined in MMC 20.12.140, notwithstanding any state license or other recognition pursuant to RCW Title 69.
- C. Commercial horticulture, truck gardening, and agriculture uses shall exclude marijuana uses, as defined in MMC 16.12.140.
- D. Any retail sales activity arising out of the commercial horticulture, truck gardening and agriculture uses shall be limited to the sale of products, in season, grown upon the property.

16.31.060 Permanent supportive and transitional housing facilities.

Permanent supportive and transitional housing facilities are permitted uses in any zoning district allowing a single-family dwelling subject to the following criteria:

A. The number of permanent supportive and transitional housing facilities allowed on any given lot shall be no more than the number of standard dwelling units that would be allowed under MMC 16.21.060.

B. Permanent supportive and transitional housing facilities are limited to a maximum of six (6) residents at any one time, plus up to four resident staff.

C. Permanent supportive and transitional housing facilities must be a 24-hour-per-day facility where rooms or units are assigned to specific residents for the duration of their stay. Transitional housing facilities shall require a minimum length stay of 72-hours.

D. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the assigned residents and shall not be available for drop in or other use by non-residents.

E. No permanent supportive housing or transitional housing facility may be located within half a mile of another property that contains a permanent supportive housing or transitional housing facility, calculated as a radius from the property lines of the site.

F. Prior to the start of operation for a permanent supportive housing or transitional housing facility, an occupancy agreement shall be submitted to the City meeting the following requirements. The City shall review and determine that the occupancy agreement meets the following requirements to the City's satisfaction before approving the occupancy agreement.

1. Property owners and/or facility operators shall use and enforce the occupancy agreement approved by the City.

2. The occupancy agreement shall include but is not limited to the following:
- a. Names and contact information for onsite staff. The facility operator shall notify the City of each staff change(s) within seventy-two (72) hours.
 - b. Description of the services to be provided onsite.
 - c. Description of the staffing plan including the following:
 - i. Number, function, and general schedule of staff supporting residents and operations
 - ii. Staff certification requirements
 - iii. Staff training programs
 - iv. Staff to resident ratios
 - v. Roles and responsibilities of all staff
 - vi. The name and contact information for at least one organization member located off-site.
 - d. Rules and/or code of conduct describing resident expectations and consequences for failing to comply. At minimum, the code of conduct shall be consistent with state law prohibitions and restrictions concerning the following:
 - i. Possession and use of illegal drugs onsite
 - ii. Threatening or unsafe behavior
 - iii. Possession and use of weapons
 - e. A fire safety plan reviewed and approved by the Bellevue Fire Department confirming fire department access.
 - f. A safety and security plan reviewed and approved by the Medina Police Department including protocols for response to the facility and to facility residents throughout the City. The safety and security plan shall establish a maximum number of permitted Medina Police Department response calls to the facility. Any Medina Police Department call(s) to the facility exceeding the maximum threshold established in the safety and security plan shall be considered a violation of this chapter and the facility operator will be fined in accordance with MMC 1.12.110.
 - g. A plan for avoiding potential impacts on nearby residences including a proposed mitigation approach (for example, a *Good Neighbor Agreement Plan*) that addresses items such as noise, smoking areas, parking, security procedures, and litter.

h. Description of eligibility for residency and resident referral process.

Section 6. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener and clerical errors, references, ordinance numbering, section/subsection numbering and any references thereto.

Section 7. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 8. Effective Date. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after such publication.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 14TH DAY OF MARCH, 2022 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 14TH DAY OF MARCH, 2022.




 Jessica Rossman, Mayor

Approved as to form:
 Ogden Murphy Wallace, PLLC

Attest:



 Scott M. Missall, City Attorney



 Aimee Kellerman, City Clerk

PUBLISHED: 3/17/2022
 EFFECTIVE DATE: 3/22/2022
 ORDINANCE NO.: 1008

ATTACHMENT A EMERGENCY SHELTER INFORMATION



(<https://cfhomeless.org/shelter-needs/>)

Shelter

Emergency Men's Shelter (EMS)

The EMS, along with our [Day Center](https://cfhomeless.org/day-center/), provides a safe, welcoming, resource-rich environment 24 hours a day every day of the year for men experiencing homelessness to rebuild their lives and obtain stable income and housing. Men in the enhanced shelter have access to safe sleeping accommodations, three nutritious meals a day, showers and laundry, storage, mail, haircuts, computers, etc. This low-barrier program serves 100 men experiencing homelessness on the Eastside each day, and between 700-900 men each year. In addition to limited case management services, CFH offers on-site housing navigation, employment navigation, medical and dental care, and professional mental health and addiction supportive services.

Location: 515B 116th Ave NE (<https://goo.gl/maps/tLy19yhLsaS2>) (at Lincoln Center).

The closest bus route is the **271 bus**, which stops at 116 Ave NE and NE 2nd Pl. Walk back North, and the Center is on the left.

Space is provided on a first-come, first-served basis, with priority going to men who spent the previous night at the shelter. The EMS is the only shelter for men on the Eastside that accepts all men based only on behavioral requirements. The men's shelter is staffed by professional, experienced employees and is managed by CFH.

EMS Hotel Program

CFH's Hotel Program is an extension of the EMS: its goal is to provide a healthier environment for the most medically fragile men who seek shelter with us. CFH rents rooms within an Eastgate area hotel, which serve up to 19 men. Men staying with us also must follow specific behavioral requirements.

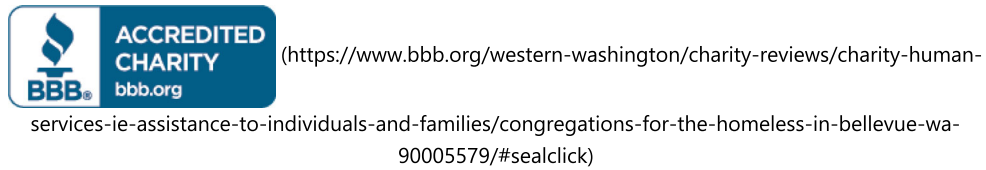
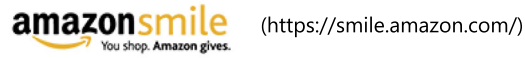
Clients in the hotel are provided meals and have access to all of our supportive services, including housing navigation and case management.

Rotating Shelter

The Rotating Shelter (RS) is night shelter operating from 7pm – 7am for 30 men at a given time experiencing homelessness. The RS provides a vibrant healthy community within host congregation

spaces where men can rest, recover and rejuvenate. In addition to accessing case management supports, the men are able to obtain three meals a day, washers, dryers, showers, and haircuts.

- Must have a current state picture I.D.
- Must allow CFH to run a criminal background check. Anyone with a sex offense crime cannot be a member of the shelter
- Must be willing to be drug- and alcohol-free, and willing to address any addiction issues.
- Must be willing to work one-on-one with a Housing Navigator.



Website by ImageCo (<https://imageco.com/>)

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Housing & Health to End Homelessness

The Navigation Center

The Navigation Center, opened in 2017, is a low-barrier, service-enriched shelter targeting high-needs adults experiencing homelessness who are living in encampments, and who have acute behavioral health issues that may prevent them from staying in regular congregate shelters. Onsite services include hygiene facilities, 24/7 staffing and intensive case management. The program offers highly marginalized people the opportunity to regain safety and engage in supportive helping relationships that allow them to move forward with rebuilding their lives, as well as develop pathways to permanent housing, income, healthcare and stability.

The Navigation Center welcomes all genders, singles, pairs (partners are allowed to stay in coed sleeping rooms together) or groups; with pets; and with access to secure storage for their belongings. The dormitory-style facility has no curfew and provides shower, bathroom and laundry facilities, as well as comprehensive case management, behavioral health services, meal services through a partnership with OSL and connections to benefit programs and housing.

The Navigation Center can accommodate up to 74 guests at a time.

Referrals and Contact Information

Referrals to the Navigation Center come exclusively from the HOPE Team.

To contact the Navigation Center, please call (206) 322-1763.

For media inquiries, please contact [Communications Manager Claire Tuohy-Morgan](mailto:ctuohy-morgan@desc.org) <<mailto:ctuohy-morgan@desc.org>>.

Key Components

- **Low-barrier framework** – The Navigation Center welcomes people with partners, pets and possessions.
- **Visiting providers** – DESC partners with relevant external providers to engage and work with guests onsite.
- **Harm-reduction approach** – Staff work with guests on safety, reducing the harm associated with substance use, building motivation and offering practical support, including recovery activities and harm-reduction supplies and education. Substance use is seen as an opportunity for engagement rather than a reason for termination of services.
- **Minimal rules** – Part of a low-barrier model is having as few rules and formal structure as possible. Guests are expected to be working on housing acquisition, but other than that, services are focused on determining with guests what they want and believe they need. Violence, weapons, open use of substances or disruptive behavior in the neighborhood are not allowed.
- **Individualized and holistic support services, focused on housing** – Intensive, individualized, wrap-around case management services are provided on site by case managers and milieu service coordinators. Services are voluntary but highly effective and engaging.
- **Good neighbor relations** – Staff monitor the immediate neighborhood, discourage loitering by guests, attend community safety meetings and respond promptly to any neighborhood concerns.
- **A safe, clean, calm and flexible environment** – Only enrolled guests are permitted to enter the program spaces, and the entry is staffed at all times. Separate areas for sleeping, eating and meeting with staff accommodate guests' differing schedules and needs. Janitorial services are robust.

MAIN OFFICE

515 Third Ave, Seattle, WA 98104

Other Locations <<https://www.desc.org/contact/>>

PHONE

206-464-1570 <tel:206-464-1570>

TDD/TDY 800-833-6388 <tel:800-833-6388>

EMAIL

info@desc.org <mailto:info@desc.org>

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TINY HOUSE VILLAGES





TINY HOUSE VILLAGES

In partnership with the City of Seattle, King County, City of Tacoma, City of Olympia, City of Bellingham, and partners throughout the state of Washington, the Low Income Housing Institute is now one of the largest operators of Tiny House Villages in the nation, ensuring that people’s experience in homelessness is safe, dignified and as brief as possible.



THE PROBLEM

In the state of Washington there are currently more than 60,000 homeless individuals including singles and families with children, according to the State Department of Commerce. The latest point-in-time count for Seattle/King County showed over 15,000 homeless people. Seattle has the third largest number of homeless people of any major city, following after New York City and Los Angeles. While Veteran homelessness has gone down in recent years, the current stock of shelters and affordable housing cannot keep up with the dramatic increase in the number of people who are unhoused.



OUR SOLUTION

In 2015, LIHI started building Tiny House Villages as a response to the homelessness crisis and as a replacement for tents. Tiny houses offer tremendous benefits over tents – they are safe, weatherproof and lockable – and the Tiny House Villages allow residents to reclaim their dignity and get on a path to permanent housing, employment and connection to supportive services.



OUR COMMUNITIES

There are 16 tiny house villages operated or supported by LIHI in Seattle, Tacoma, Olympia, Skyway, and Bellingham. Each village has hygiene facilities, utility access, and a supportive neighboring community that is actively engaged in the success of the residents. LIHI partners with neighbors, volunteers, community groups, non-profits, faith organizations, businesses, rotary clubs, and schools that help support the residents with donations and meals. These 16 villages support over 1,000 people annually.





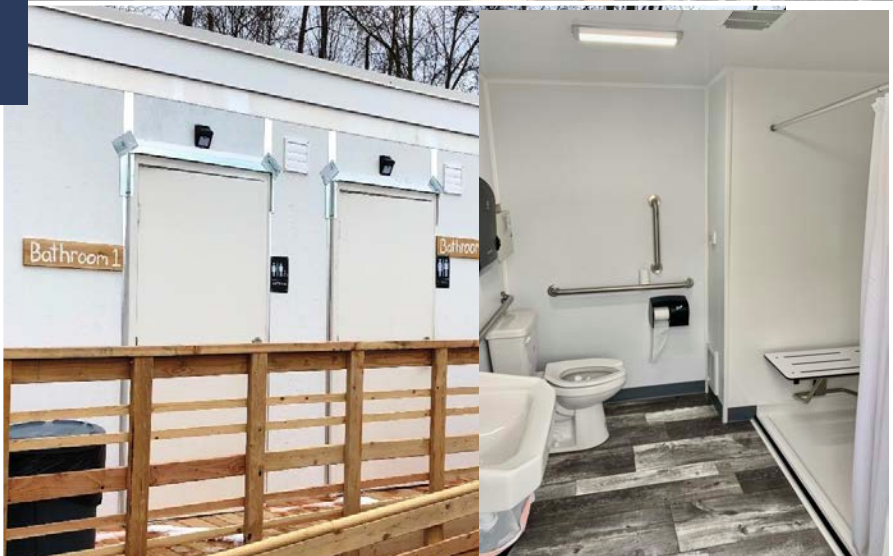
THE TINY HOUSES

By collaborating with students, volunteers, building trade organizations, and non-profits, tiny houses offer a grassroots solution to the Puget Sound region's homelessness crisis. A tiny house is approximately 8' x 12' and materials cost about \$4,000. All tiny houses are safe, sturdy structures that help protect homeless individuals and families who are faced with sleeping on the streets in unsafe conditions.



AMENITIES – MORE THAN HOUSES

Each house has electricity, overhead light, insulation, and a heater. Each village has a kitchen, bathroom & laundry facilities, offices for on-site case managers, ample storage, and a check-in house for security.



OUR SUCCESSES

Through our supportive services and housing resources, residents of the Tiny House Villages have experienced success in moving out of homelessness. We have helped hundreds of village residents move into permanent housing and find employment.



COMMUNITY, VOLUNTEERS & THE FUTURE

Working with our self-management and advocacy partners such as Camp Second Chance and Interbay Safe Harbor, village residents participate in community meetings, do daily litter patrols, and serve as eyes on the street in the neighborhood. Volunteers, neighbors, and donors play a huge part in building the houses, setting up the villages, and providing food and supplies. Local governments are partners providing land and operating funds. Tiny Houses are a new way to help people in crisis. We continue to forge new partnerships and are working to open more villages in the near future.

HOW TO HELP

THERE ARE MANY WAYS TO GET INVOLVED IN THE TINY HOUSE VILLAGES:

DONATE

Give a donation or sponsor a tiny house for \$4,000.

Contact Becca Finkes at rebecca.finkes@lihi.org. Donations can be made on our website (www.lihi.org) or by check to **1253 S. Jackson St. Seattle, WA 98144**

BUILD

Do you or your group want to build and donate a tiny house? For more details, contact tinyhouses@lihi.org

VOLUNTEER

Learn about upcoming volunteer work parties by signing up at lihi.org/tiny-houses. Volunteer or organize a donation drive by contacting the Tiny House Team: volunteer.program@lihi.org

2021 Pitch Your P AGENDA ITEM 8.1 \$68,000 Grant Winner

**USA TODAY Gannett Foundation \$100,000
A Community Thrives Grant Winner, June 2019**

LIHI was selected from among hundreds of applicants to receive the highest award level. A Community Thrives awards grants to worthy causes in communities to help drive positive change. The program enables non-profits to promote their ideas and efforts on a national platform.

INNOVATION
AWARD WINNER
**LOW INCOME
HOUSING
INSTITUTE**

Recognizing LIHI's groundbreaking Tiny House Villages as a national model for the homeless crisis, the Puget Sound Business Journal named LIHI as its non-profit Innovation Award Honoree for 2018.



For more information on the tiny house villages, please visit www.lihi.org/tiny-houses or reach out to tinyhouses@lihi.org

Building Permits

In constructing Tiny Houses, we found that we were able to build them as an exception to the Seattle Building Code as long as they stayed a particular size. The Seattle Building Code states that a building permit is not required for one-story detached accessory buildings if they are under 120 square feet. We were able to advise all the groups who built the houses to stay under this threshold, ideally to create a structure that was 8 feet by 12 feet (96 square feet) to be an exception to the code:

From

http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/s047860.pdf

(the Chapter 1, Administration section of the Seattle Building Code found here:

<http://www.seattle.gov/dpd/codesrules/codes/building/default.htm>)

106.2 Work exempt from permit. A building permit is not required for the work listed below. Exemption from the permit requirements of this code does not authorize any work to be done in any manner in violation of the provisions of this code or any other laws and ordinances of the City.

3. One-story detached accessory buildings used for greenhouse, tool or storage shed, playhouse, or similar uses, if:

3.1 The projected roof area **does not exceed 120 square feet**; and

3.2 The building is not placed on a concrete foundation other than a slab on grade.

However, in the case of the Tiny House Village at 22nd and Union, we had electrical wiring for the houses and the toilet pavilion, and we also had plumbing on site as well. These required electrical and plumbing inspections and permitting, under the typical codes. We had to ensure that every step of the electrical connection from installing the pole and panel, to wiring the houses, to then connecting them back to the panel were inspected and approved.

Land Use Permits

Type I Master Use permits are required of us at the Interbay encampment, Ballard encampment, and at Othello Village (from the Land Use Code):

23.42.056 - Transitional encampment as an interim use

A Type I Master Use Permit may be issued for a transitional encampment interim use according to the requirements of this [Section 23.42.056](#).

- A. The Director, in consultation with the Human Services Director, shall adopt a rule according to subsection 23.88.010.A that includes but is not limited to establishing:
 1. Community outreach requirements that include:
 - a. Community outreach standards that the encampment operator shall comply with before filing a transitional encampment interim use permit application, whether for a new transitional encampment or relocation of an existing transitional encampment. At a

minimum, outreach standards shall contain a requirement that the encampment operator convene at least one public meeting in the neighborhood where the transitional encampment interim use is proposed to be established, at least 14 days prior to applying for a permit;

- b. A requirement that the proposed encampment operator establish a Community Advisory Committee that would provide advisory input on proposed encampment operations including identifying methods for handling community complaints or concerns as it relates to the facility or facility clients. The committee shall include one individual identified by each stakeholder group in the geographic area where the proposed encampment would be located as best suited to represent their interests. The committee shall consist of no more than seven members. Encampment operator representatives shall attend committee meetings to answer questions and shall provide regular reports to the committee concerning encampment operations. City staff may attend the meetings; and
 2. Operations standards that the encampment operator is required to implement while an encampment is operating.
- B. Location. The transitional encampment interim use shall be located on property meeting the following requirements:
1. The property is:
 - a. Zoned Industrial, Downtown, SM, NC2, NC3, C1, or C2; except if the property is in a residential zone as defined in [Section 23.84A.048](#) or is in a special review district established by [Chapter 23.66](#); or
 - b. Within a Major Institution Overlay district.
 2. The property is at least 25 feet from any residentially-zoned lot.
 3. A property may be less than 25 feet from a residentially-zoned lot and used as an encampment site if:
 - a. All encampment facilities, improvements, activities, and uses are located at least 25 feet from any residentially-zoned lot. Access to the encampment site may be located within the 25-foot setback area; and
 - b. Screening is installed and maintained along each encampment boundary, except boundaries fronting on an opened public street. The screening shall consist of existing or installed vegetation that is sufficiently dense to obscure viewing the encampment site, or a 6-foot high view-obscuring fence or wall.
 4. The property is owned by the City of Seattle, a private party, or an Educational Major Institution.
 5. The property is within 1/2 mile of a transit stop. This distance shall be the walking distance measured from the nearest transit stop to the lot line of the lot containing the encampment site.
 6. The property is, as measured by a straight line, at least 1 mile from any other legally-established transitional encampment interim use including encampments accessory to a religious facility or accessory to other principal uses on property owned or controlled by a religious organization. This subsection 23.42.056.A.6 shall not apply to encampments on sites owned or controlled by religious organizations, or to any legally-established transitional encampment interim use that provides shelter for fewer than ten persons.
 7. The property is 5,000 square feet or larger and provides a minimum of 100 square feet of land area for each occupant that is permitted to occupy the encampment site.
 8. The property does not contain a wetland, wetland buffer, known and potential landslide designations, steep slope, steep slope buffer, or fish and wildlife habitat conservation area defined and regulated by [Chapter 25.09](#), Regulations for Environmentally Critical Areas, unless all encampment facilities, improvements, activities, and uses are located outside any critical area and required buffer as provided for in [Chapter 25.09](#).

9. The encampment site is not used by an existing legally-permitted use for code or permit-required purposes including but not limited to parking or setbacks.
 10. The property is not an unopened public right of way; or designated as a park, playground, viewpoint, or multi-use trail by the City or King County.
- C. Operation. The transitional encampment interim use shall meet the following requirements:
1. The encampment may be operated by a private party that shall prepare an Encampment Operations Plan that shall address: site management, site maintenance, provision of human and social services, referrals to service providers that are able to provide services to individuals under the age of 18 who arrive at an encampment unaccompanied by a parent or legal guardian, and public health and safety standards. The operations plan shall be filed with the transitional encampment interim use permit application.
 2. The operator shall be included in the qualified encampment roster prepared by the Human Services Director. The transitional encampment interim use permit applicant shall include documentation as part of the permit application demonstrating that the encampment operator is on the qualified encampment operator roster.
- D. Additional requirements. The transitional encampment interim use shall meet the following requirements:
1. The requirements for transitional encampment accessory uses in subsections 23.42.054.B and 23.42.054.C.
 2. The operator of a transitional encampment interim use located on City-owned property shall obtain prior to permit issuance and maintain in full force and effect, at its own expense, liability insurance naming the City as an additional insured in an amount sufficient to protect the City as determined by the City Risk Manager from:
 - a. All potential claims and risks of loss from perils in connection with any activity that may arise from or be related to the operator's activity upon or the use or occupation of the City property allowed by the permit; and
 - b. All potential claims and risks in connection with activities performed by the operator by virtue of the permission granted by the permit.
 3. The operator of a transitional encampment interim use located on City-owned property shall, on a form approved by the Director, agree to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from and against:
 - a. Any liability, claims, actions, suits, loss, costs, expense judgments, attorneys' fees, or damages of every kind and description resulting directly or indirectly from any act or omission of the operator of a transitional encampment interim use located on City-owned property, its subcontractors, anyone directly or indirectly employed by them, and anyone for whose acts or omissions they may be liable, arising out of the operator's use or occupancy of the City property; and
 - b. All loss by the failure of the operator of a transitional encampment interim use located on City-owned property to perform all requirements or obligations under the transitional encampment interim use permit, or federal, state, or City codes or rules.
 4. A transitional encampment interim use located on City-owned property shall allow service providers to access the site according to the approved operations plan required by subsection 23.42.056.B.1.
- E. Duration and timing. The transitional encampment interim use shall meet the following requirements:
1. A permit for a transitional encampment interim use under this [Section 23.42.056](#) may be authorized for up to one year from the date of permit issuance. A permit for a transitional encampment may be renewed one time for up to one year by the Director as a Type I decision subject to the following:

- a. The operator shall provide notice of a request to extend the use in a manner determined by a Director's Rule. The notice shall be given to the Citizen's Advisory Committee and persons who provided the operator with an address for notice;
 - b. The encampment is in compliance with the requirements of [Section 23.42.056](#); and
 - c. The operator shall provide with the permit renewal application an Encampment Operations Plan that shall be in effect during the permit renewal period and consistent with subsection 23.42.056.A.
2. At least 12 months shall elapse before an encampment use may be located on any portion of a property where a transitional encampment interim use was previously located.
- F. Limit on the number of encampments. No more than three transitional encampment interim use encampments shall be permitted and operating at any one time, and each encampment shall not have more than 100 occupants. This limit shall not include transitional encampments accessory to a religious facility.

For Othello Village, because the encampment square footage is greater than 12,000 square feet, we also had to undergo SEPA Review (State Environmental Policy Act) to ensure that our encampment would not have any negative impacts on the surrounding environment.

(Page on SEPA: <http://www.seattle.gov/dpd/permits/permittypes/landusesepa/default.htm>)

A different ordinance applies to our Tiny House Village because it is on religious property and is not a City of Seattle sanctioned encampment. Under the ordinance governing transitional encampments accessory to a religious facility we were not required to file for a land use permit:

- **23.42.054 - Transitional encampments accessory to religious facilities or to other principal uses located on property owned or controlled by a religious organization**
 - A. Transitional encampment accessory use. A transitional encampment is allowed as an accessory use on a site in any zone, if the established principal use of the site is as a religious facility or the principal use is on property owned or controlled by a religious organization, subject to the provisions of subsection 23.42.054.B. A religious facility site includes property developed with legally-established parking that is accessory to the religious facility. Parking accessory to a religious facility or located on property owned or controlled by a religious organization that is displaced by the encampment does not need to be replaced.
 - B. The encampment operator or applicant shall comply with the following provisions:
 1. Allow no more than 100 persons to occupy the encampment site as residents of the encampment.
 2. Comply with the following fire safety and health standards:
 - a. Properly space, hang, and maintain fire extinguishers within the encampment as required by the Fire Department;
 - b. Provide and maintain a 100-person first-aid kit;
 - c. Establish and maintain free of all obstructions access aisles as required by the Fire Department;
 - d. Install appropriate power protection devices at any location where power is provided;
 - e. Designate a smoking area;

- f. Keep the site free of litter and garbage;
 - g. Observe all health-related requirements made by the Public Health Department of Seattle & King County; and
 - h. Post and distribute to encampment residents, copies of health or safety information provided by the City of Seattle, King County, or any other public agency.
 - i. Prohibit any open flames except an outdoor heat source approved by the Fire Department.
3. Provide toilets, running water, and garbage collection according to the following standards:
- a. Provide and maintain chemical toilets as recommended by the portable toilet service provider or provide access to toilets in an indoor location;
 - b. Provide running water in an indoor location or alternatively, continuously maintain outdoor running water and discharge the water to a location approved by the City; and
 - c. Remove garbage frequently enough to prevent overflow.
4. Cooking facilities, if they are provided, may be located in either an indoor location or outdoors according to the following standards:
- a. Provide a sink with running water in an indoor location or alternatively, continuously maintain outdoor running water and discharge the water to a location approved by the City;
 - b. Provide a nonabsorbent and easily-cleanable food preparation counter;
 - c. Provide a means to keep perishable food cold; and
 - d. Provide all products necessary to maintain the cooking facilities in a clean condition.
5. Allow officials of the Public Health Department of Seattle & King County, the Seattle Fire Department, and the Seattle Department of Construction and Inspections to inspect areas of the encampment that are located outdoors and plainly visible without prior notice to determine compliance with these standards.
6. Individuals under the age of 18 years that are not accompanied by a parent or legal guardian shall not be permitted in an encampment.
7. File a site plan with the Seattle Department of Construction and Inspections showing the arrangement of the encampment, including numbers of tents or similar sleeping shelters, all facilities that are separate from the sleeping shelters, and all existing structures on the property, if any. The site plan is for informational purposes and is not subject to City review or permitting requirements.
- C. A site inspection of the encampment by a Department inspector is required prior to commencing encampment operations.
- D. Parking is not required for a transitional encampment allowed under this [Section 23.42.054](#). (Ord. [124919](#), § 132, 2015; Ord. [124747](#), § 1, 2015; Ord. [123729](#), § 1, 2011.)

ATTACHMENT B EMERGENCY HOUSING INFORMATION

< Back

506 Apartments



506 10th Ave E Seattle WA 98122

Property Description

The 506 Apartments are located in the Capitol Hill neighborhood. This building features 32 SRO units that are intended for Young Adults ages 18-29. The 506 Apartments feature a community room, laundry in the basement, a bike storage room, a rooftop deck, and a waste room. Case management is available on site.

Contact

506@lihi.org

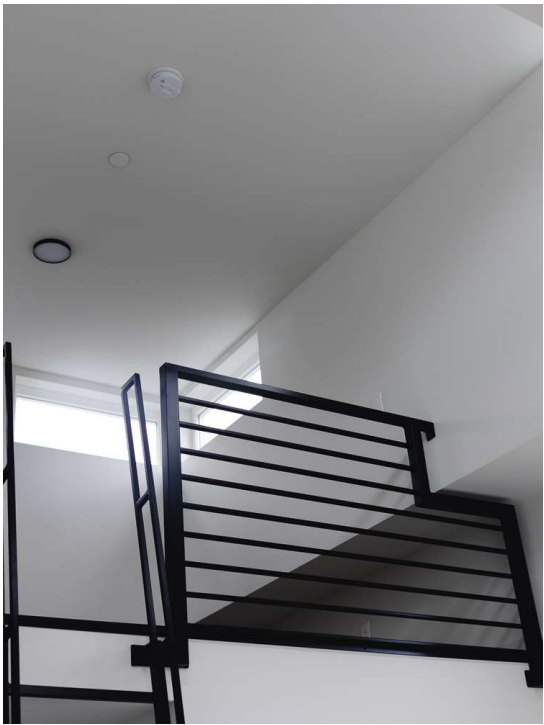
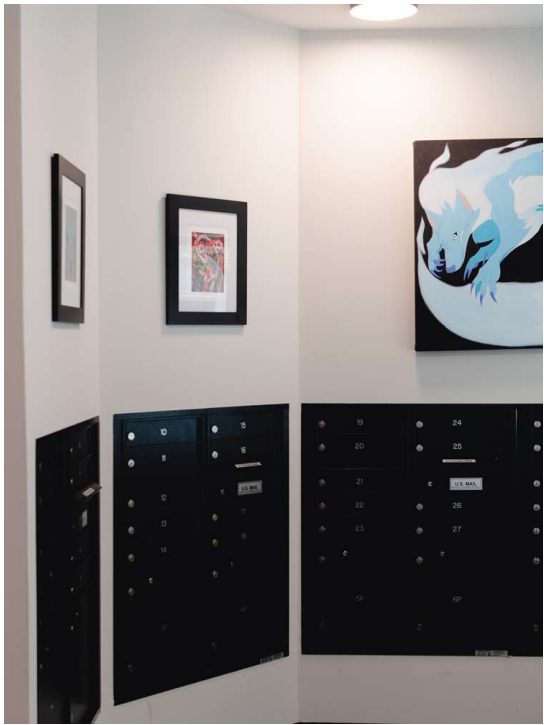


Property Details

Property Type	Units	Unit Types
Apartments	32	Single Room Occupancy
Residents	Staff	Eligibility
		30% AMI

Property Location

506 10th Ave E Seattle WA 98122



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Meadowbrook Apartments

11032 Lake City Way NE, Seattle, WA 98125, USA



Property Description

Located in the Lake City neighborhood of North Seattle, the Meadowbrook Apartments provide housing to low income individuals, families, and residents transitioning out of homelessness. The Meadowbrook Apartments have 50 units that include studios, one, two, three, and four bedroom apartments. Case Management is available for residents living in homeless transitional units.

Contact

206-361-2375
meadowbrookapts@lihi.org



Property Details

Property Type	Units	Unit Types
Apartments	50	1, 2, 3, and 4 bedroom units
Residents	Staff	Eligibility
Families with children	Housing Assistant, Maintenance, Case Manager	30%-60% AMI

Property Location

11032 Lake City Way NE, Seattle, WA 98125, USA



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ATTACHMENT C

PERMANENT SUPPORTIVE HOUSING INFORMATION

Select Language ▼

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Housing & Health to End Homelessness

The Estelle

3501 Rainier Avenue S, Seattle 98144

Phone: (206) 792-7462

Fax: (206) 257-1342



Photo courtesy of William Wright Photography and SMR Architects

DESC's The Estelle provides permanent supportive housing for 91 formerly homeless individuals living with serious mental illness or other disabling conditions. The project was completed in February 2018 and is located in Rainier Valley.

As a result of a unique partnership between DESC and Harborview Medical Center, The Estelle provides supportive housing and quality healthcare within the same building. Fifteen units are dedicated to people exiting the hospital with healthcare needs that exceed the services offered in conventional residential care systems, and on-site healthcare is available to all residents.

Services:

- 24/7 support staff
- Nutritional services including a daily dinner service
- Medication monitoring
- Common space for tenants on first floor (meeting rooms, dining area)
- Community activities (food bank trips, BINGO, etc.)
- Courtyard garden amenity for tenants
- On-site clinical services such as case management and mental health care

MAIN OFFICE

515 Third Ave, Seattle, WA 98104

Other Locations <<https://www.desc.org/contact/>>

PHONE

206-464-1570 <tel:206-464-1570>

TDD/TDY 800-833-6388 <tel:800-833-6388>

EMAIL

info@desc.org <mailto:info@desc.org>

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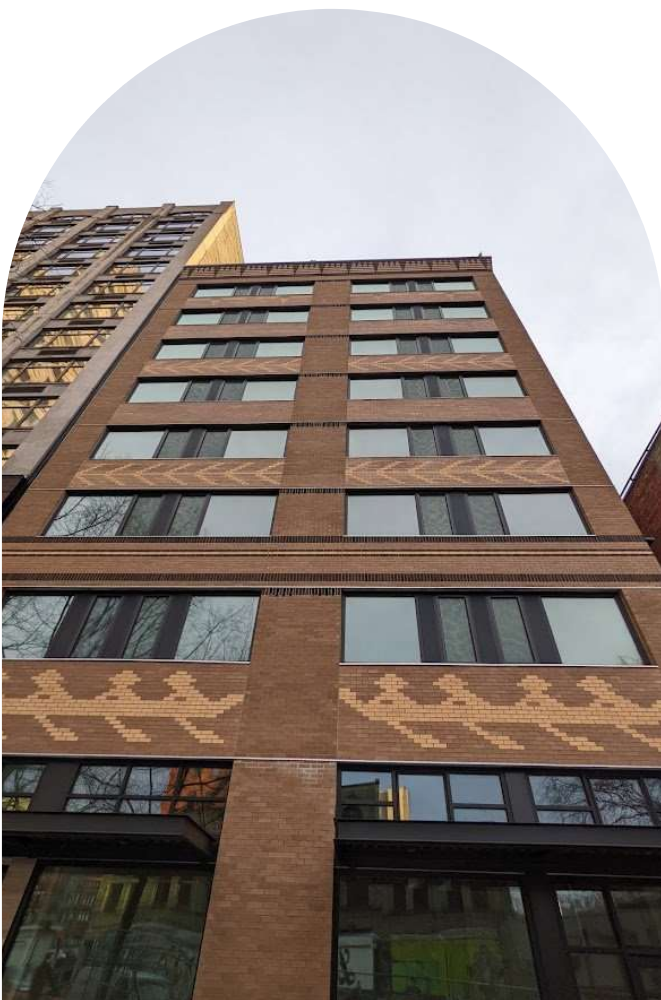
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Chief Seattle Club is proud to offer permanent housing for our members.

Click on the links below to learn more about our open and developing affordable housing projects!

ʔálʔal – Home

ʔálʔal is our landmark affordable housing project and one of our greatest dreams come true!

ʔálʔal opened in February 2022 with over 80 units of housing. To date, 96% of residents are Native Indian/Alaska Native. ʔálʔal includes 10 studios set aside for

veterans, and we still have 8 units available, including 5 VASH units (Section 8 for veterans). We have homeless units and non-homeless units, too.

[Click here to learn more about ʔálʔal!](#)

Goldfinch – Elder's Housing

Sacred Medicine House – Lake City

Chief Seattle Club

410 - Second Ave
Extension S.
Seattle, WA 98104

Front Desk: (206)
715-7536

Chief Seattle Club
Logo Design: Louie
Gong

Website
Photography: Alicia
Diamond

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Nadine Philp



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ATTACHMENT D COORDINATED ENTRY INFORMATION




Coordinated Entry FAQ

[Coordinated Entry for All](#) (CEA) serves all people experiencing homelessness, with a goal of connecting them to stable housing. CEA uses a standardized Housing Triage Tool that matches services and available housing resources to people experiencing homelessness. To enroll in CEA, visit a [Regional Access Point](#).

FAQs in different languages:

- [Amharic / አማርኛ: የተቀናጀ አገባብ ለሁሉም አዘውትረው-የተጠየቁጥያዎች](#)
- [Russian / Русский: Координированный доступ для всех ЧАСТО ЗАДАВАЕМЫЕ ВОПРОСЫ](#)
- [Spanish / Español: Entrada Coordinada para Todos \(CEA\) PREGUNTAS FRECUENTES](#)
- [Somali / Soomaali: Isku-dubbaridka Hoyga ee loogu talagaly Dhammaan SU'AALAHA BADANAA LA WARSADO](#)
- [Tigrinya /ዝተወሃሃደ ምዝገባ ንኹሉ: ብተደጋጋሚ ዝሕተቱ ሕቶታት](#)
- [Vietnamese / Tiếng Việt: Chương trình CÁC CÂU HỎI THƯỜNG GẶP](#)

Frequently Asked Questions

What is Coordinated Entry for All (CEA)?

CEA is intended to help people experiencing homelessness find stable housing by identifying, assessing, and connecting them to housing support services and housing resources. CEA uses a standardized Housing Triage Tool that matches services and available housing resources to people experiencing homelessness.

Am I eligible for CEA?

CEA serves all people (single adults, young adults*, couples, families, and veterans) who are experiencing homelessness in King County. Additionally, young adults* who are at risk of homelessness within 14 days can also receive CEA services. Being homeless means you are:

- Living and sleeping outside or in places not meant for human habitation
- Fleeing or attempting to flee domestic violence**
- Staying in an emergency shelter, or
- Exiting an institution*** where you stayed for up to 90 days and were homeless before entering that institution.

***Young adult** means a person between 17.5 years old through 24 years old.

****Domestic violence** means the person or family is afraid to return to their home or is experiencing dangerous or life threatening conditions at home, usually due to abuse, stalking, dating violence, sexual assault or other physical assault. Persons who have experienced human trafficking or sexual exploitation may also be served by CEA.

*****Institution** means a jail, prison, a psychiatric hospital, medical hospital, or a drug/alcohol treatment program.

To enroll in CEA, visit a [Regional Access Point](#).

How can I get connected to CEA?

Contact one of the Regional Access Points listed [here](#).

How does CEA work?

CEA uses a triage tool, called the VI-SPDAT, to get more information about the needs of each homeless family or homeless person. In general, the triage tool asks a series of questions about you, your health, how you are experiencing homelessness, and what other needs you might have.

What do I do if I am not eligible for CEA?

CEA can only serve people or families who meet at least one of the conditions described under “Am I eligible” above. If you or your family do not meet any of the conditions listed, please **call 2-1-1** or visit <https://www.crisisconnections.org/> to get connected with other services.

Where are the Regional Access Points located?

There are 5 Regional Access Point offices located throughout King County. They are listed below.

Seattle Office	Catholic Community Services Address: 100 23rd Avenue South, Seattle, WA 98144 Phone: 206-323-6336 Get Directions	Monday –Friday 9 am-5 pm. Evenings/weekends hours by appointment.
South King County in Federal Way Office	Multi-Service Center- Federal Way Address: 1200 South 336th Street, Federal Way, WA 98003 Phone: (253) 838-6810 Get Directions	Monday –Friday 9 am-5 pm. Evenings/weekends by appointment.
South King County – Renton Office	YWCA- Renton Address: 1010 South 2nd Street, Renton, WA 98057 Phone: (425) 264-1400 Get Directions	Monday –Friday 9 am-5 pm. Saturday hours by appointment only.
North King County Office	Opportunity Center for Employment and Education Address: 9600 College Way North, Seattle, WA 98103 Phone: 206-753-4890 Get Directions	Monday–Friday 9 am-5 pm. Evenings/weekends by appointment only.
East King County Office	Catholic Community Services – Bellevue (Note: The office is in the First Congregational Church building.) 11061 NE 2nd Street, Bellevue, WA 98004 Phone: (206) 323-6336 Get Directions	

I do not speak English very well. Can CEA still help me?

Yes. Workers at the Regional Access Point offices can speak several different languages. When you contact a RAP, please let the person answering your phone call know what language you are most comfortable speaking. If no workers at the location where you are meeting speak the same language as yours, the person answering your phone call will make sure an interpreter will be available during your appointment.

I have children. Can I bring them to the meeting?

Yes. You are welcome to bring your children with you to your appointment.

I have work or school during the day. Are other appointment times available?

Yes. Regional Access Point offices can offer evening and weekend hours by appointment.

I am in jail or prison. Can CEA help me?

If you were homeless before being in a jail or prison AND stayed in jail or prison for 90 days or less, then CEA can help.

If you are a young adult (17 through 24 years old), CEA can help if it is at least two weeks before you leave a jail or prison. For a young adult, there is no requirement that you were homeless immediately before entering the jail or prison. There is also no requirement that you were in the jail or prison 90 days or less.

I have completed the CEA Housing Triage Evaluation. Is there a waitlist for housing? How long does it take?

CEA does not use a waitlist. Instead, we work to match the needs of the household experiencing homelessness with housing resources that are currently available. However, housing is not guaranteed and the wait time is uncertain.

I have completed the CEA Housing Triage Evaluation but my situation has changed. What should I do?

Please update your contact information or any other information related to your housing screening, by calling any of the [Regional Access Point](#) offices.

Who can I call for Emergency Shelter Services?

Single Adults: Call 211 to get connected to shelter.

Youth and Young Adults:

YouthCare: (800) 495-7802

ROOTS: (206) 632-1635

The Landing: (425) 449-3868

New Horizons (206) 374-0866

Nexus: (253) 275-1634

PSKS: (206) 726-8500

Families: Families experiencing literal homelessness or fleeing domestic violence who are in need of same day access to shelter should call the Family Emergency Shelter Access Line (206-245-1026) every day they are in need of shelter, starting at 9:00am (no end time). If a shelter bed is available, families will be contacted by shelters providers throughout King County in the afternoon and evening.

Domestic Violence Shelters: Call 211 to get connected to shelter, or call the Washington State Domestic Violence Hotline: 1-800-799-7233.

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Land Acknowledgement

The Regional Homelessness Authority and all of King County is located on the unceded, traditional land of the Coast Salish Peoples. We honor this land and its peoples past and present, and are committed to directing funding and resources to organizations led by and in support of Native and Indigenous Peoples.

Accessibility

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Regional Access Points

The purpose of Coordinated Entry for All (CEA) is to ensure that people experiencing homelessness have equitable access to housing resource connections to resolve their housing crisis.

Regional Access Points (RAPs) are an entry point to CEA.

These entry points are resource centers where people experiencing homelessness can get help finding housing and other resources. Individuals and families experiencing homelessness may call ahead to schedule an appointment.

To schedule an appointment for a CEA Housing Triage Tool, households must contact a Regional Access Point directly.

Regional Access Points have limited walk-in hours available. Clicking the drop down arrow for each RAP below will list the walk-in hours available for that location. Walk-ins are first come first served.

RAP Catchment Areas: note that households experiencing homelessness in King County are able to access any RAP, not just the one they are located nearest.)

CEA Eligibility

CEA serves all people (single adults, young adults, couples, families, and veterans) experiencing homelessness. Please contact CEA if you are:

- Living and sleeping outside
- Sleeping in a place not meant for human habitation
- Staying in a shelter
- Fleeing/attempting to flee domestic violence
- Exiting an institution where you resided for up to 90 days and were in shelter or a place not meant for human habitation immediately prior to entering that institution.

Young adults who are imminently at risk of homelessness within 14 days are also eligible for CEA.

List of Regional Access Points in King County

Seattle

Catholic Community Services – Seattle

[100 23rd Ave. S., Seattle, WA 98144](#)

[206-328-5900](#)

Hours of Operation: Monday – Friday 9:00 a.m. – 5:00 p.m. By appointment only. Drop-in clients often cannot be accommodated.

Please note: Due to demand it's possible that not all households that seek a walk-in evaluation will be able to be accommodated at the time of walk-in.

South King County – Federal Way

Multi-Service Center– Federal Way

[1200 S. 336th St., Federal Way, WA 98003](#)

[253-874-6718](#), then select Option 4 for the MSC Regional Access Point.

Beginning July 10, 2019, this phone line will be answered weekly on Wednesdays from 2-5 PM. Outside of that time, please leave a voicemail with your name, or an alias if you'd prefer to protect your identity, and a safe contact number or email address.

Alternatively, inquiries may be submitted via email to RAP@mschelps.org. Voicemails and emails will generally be returned within 3 business days, with some exceptions

Walk-In Hours: In efforts to address slowing the spread of the COVID-19 virus, walk-in hours are temporarily suspended, and CEA assessments will temporarily be conducted over the phone. Diversion services will continue without interruption. Call [253-874-6718](tel:253-874-6718) for more information.

South King County – Renton

YWCA Renton

[1010 S. 2nd St., Renton, WA 98057](#)

[425-523-1377](tel:425-523-1377)

Hours of Operation: Monday – Friday 9:00 a.m. – 5:00 p.m. Saturday hours by appointment only.

Walk-In Hours have been temporarily suspended as a preventative measure to reduce the spread of COVID-19. [Learn more about King County COVID-19 Response.](#)

North King County – North Seattle

Solid Ground – North Seattle

1501 N. 45th Street Seattle, WA 98103

(206)694-6833

Hours of Operation: Monday – Friday 9:00 a.m. – 5:00 p.m.

In efforts to slow the spread of the COVID-19 virus, you can call (206)694-6833 to be assessed for diversion or Coordinated Entry over the phone and not present in person at this Regional Access Point. Please be patient as call volume may be heavy.

East King County – Bellevue

Additional Access Points for Veterans

A Veteran (a person that served in the United States Military) experiencing homelessness can schedule an appointment for a CEA Housing Triage Tool evaluation, by calling a Regional Access Point or the Washington State Dept. of Veterans Affairs at 206-454-2799.

Veterans can also get connected to housing resources and services through Operation: WelcomeOneHome.

Operation: WelcomeOneHome

The Washington State Department of Veteran Affairs Information and Assistance Call Center is the “Command Center” for Veterans and Neighbors to call to connect homeless Veterans to services. Outreach workers may be “dispatched” by the Call Center and will make contact within 24-hours to Veterans unable to travel. Established outreach methods include:

- Phone
 - WDVA Veterans Information and Assistance Call Center at 206-454-2799; and 2-1-1 Community Information Line.
- Site based
 - WA State Department of Veterans Affairs (WDVA) office: 2106 2nd Avenue, Suite 100, Seattle, WA 98121
 - VA Puget Sound Community Outreach and Housing Services (CHOS) Renton Walk-in Clinic: 419 S 2nd Street, Suite 2, Renton, WA 98057
- Community-based mobile outreach
 - Supportive Services for Veteran Families,
 - VA-Puget Sound CHOS, and

- King County Veteran and Human Services outreach contracts [El Centro de la Raza, Evergreen Treatment Services (ETS) REACH, Sound Mental Health Project for Assistance in Transition from Homelessness (SMH PATH), Therapeutic Health Services (THS), VA-Puget Sound, Valley Cities Counseling and Consultation (VCC), and WDVA].

Additional Access Points for Young Adults (Non-Parenting)

Young adults between 17 and 24 years old who are experiencing homeless in King County or are at imminent risk of being homeless within 14 days can also complete a CEA Housing Triage Tool Evaluation through the following agencies. Call or visit one of these agencies during the listed drop-in hours to be evaluated for services.

South/Central Seattle

YMCA Young Adult Services Drop in Center

[2100 24th Ave S, Seattle, WA 98144](https://www.ywca.org/locations/2100-24th-ave-s-seattle-wa-98144)

Drop in:

Monday: 1:30-2:30 pm (**by appointment only**), 2:30-3:30 pm (**walk-in**)

Wednesday: 2:30-3:30 pm (**by appointment only**), 3:30 – 4:30 pm (**walk-in**)

- CEA Housing Triage Tool evaluations are schedule **one week in advance**. Call 206-749-7550 to schedule an appointment.
- Drop-in CEA Housing Triage Tool evaluations must be claimed by participants in person, the day of

Therapeutic Health Services

[1901 Martin Luther King Jr. Way S, Seattle, WA 98144](#)

Interested in Housing Navigation? Call: 206-322-7676, ext 6252 or email: latriced@ths-wa.org to schedule an appointment for a CEA Housing Triage Tool evaluation.

Downtown Seattle

YouthCare's James W. Ray Orion Center

[1828 Yale Avenue, Seattle, WA 98101](#)

Drop In: Monday: 2-6p

Interested in Housing Navigation? Call 206-622-5555 to schedule an appointment for a CEA Housing Triage Tool evaluation.

New Horizons

[2709 Third Avenue, Seattle, WA 98121](#)

Drop in: Mondays & Thursdays from 6-9pm (6pm by appointment, 7-9 walk/drop in)

Interested in Housing Navigation? Call 206-374-0866 to schedule an appointment for a CEA Housing Triage Tool evaluation.

*First hour by appointment only.

University District

Teen Feed

[4740 B University Way NE, Seattle, WA 98105](#)

- Mon-Fri from 7-8pm, or Wednesdays during InReach from 2-4pm.

University District Youth Center

[4516 15th Avenue NE, Seattle, WA 98105](#)

- Tuesdays & Thursdays: 12 pm-3pm

Interested in Housing Navigation? Call 206-522-4366 to schedule an appointment for a CEA Housing Triage Tool evaluation.

South King County – Auburn

Y Social Impact Center

[915 H Street SE, Auburn, WA 98002](#)

Interested in Housing Navigation? Call 253-939-2202 to schedule an appointment for a CEA Housing Triage Tool evaluation.

East King County

Friends of Youth Redmond

[16225 NE 87th Street, #1, Redmond, WA 98052](#)

Drop in: Tuesdays from 10:00am – 12:00pm

Interested in Housing Navigation? Call 425-298-4846 to schedule an appointment for a CEA Housing Triage Tool evaluation.

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Land Acknowledgement

The Regional Homelessness Authority and all of King County is located on the unceded, traditional land of the Coast Salish Peoples. We honor this land and its peoples past and present, and are committed to directing funding and resources to organizations led by and in support of Native and Indigenous Peoples.

Accessibility

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ATTACHMENT E

OTHER CITY CODES

Chapter 18.182

SUPPORTIVE HOUSING STANDARDS

Sections

18.182.010 Title.

18.182.020 Application.

18.182.030 Purpose.

18.182.040 Authority.

18.182.050 Performance standards.

18.182.010 Title.

This chapter shall be entitled “Supportive Housing Standards.” [Ord. 1750 § 4, 2021.]

18.182.020 Application.

This chapter shall apply to all emergency housing, emergency shelters, permanent supportive housing, and transitional housing in buildings or other permanent structures. [Ord. 1750 § 5, 2021.]

18.182.030 Purpose.

The purpose of this section is to establish standards for the operation of supportive housing facilities within the City. For the purpose of this section, “supportive housing facilities” includes only emergency housing, emergency shelters, permanent supportive housing, and transitional housing in buildings or other permanent structures. These regulations are intended to protect public health and safety by requiring safe operations of supportive housing facilities for both the residents of such facilities and the broader community. This section does not include regulations for homeless encampments regulated by DMMC [18.170.080](#) and essential public facilities regulated by chapter [18.255](#) DMMC. [Ord. 1750 § 6, 2021.]

18.182.040 Authority.

This chapter is established to regulate the siting of emergency housing, emergency shelters, permanent supportive housing, and transitional housing. [Ord. 1750 § 7, 2021.]

18.182.050 Performance standards.

(1) General Requirements for All Supportive Housing Facilities.

- (a) When a site includes more than one supportive housing facility, the more restrictive requirements of this section shall apply.
- (b) Specific needs of each facility shall be reviewed pursuant to the conditional use permit process in chapter [18.140](#) DMMC.
- (c) All supportive housing facilities shall comply with the Des Moines Municipal Code, including but not limited to Title [14](#) DMMC, Buildings and Construction, and Title [18](#) DMMC, Zoning.
- (d) Facilities shall meet the following locational criteria:
- (i) Facilities shall be located within one-quarter mile from a transit stop.
 - (ii) Facilities shall be located at least one-half mile from another supportive housing facility.
 - (iii) Facilities shall be located at least 1,000 feet from an elementary, middle or high school, or other supportive housing facility, unless permitted as a family or youth shelter. For the purposes of this subsection, distance shall be measured in a straight line between the closest property line of the existing facility or school and the closest property line of the proposed facility.
- (e) Facilities shall match the bulk and scale of residential uses allowed in the zone where the facility is located. The design, construction, appearance, physical integrity, and maintenance of the facility shall provide an environment that is attractive, sustainable, functional, appropriate for the surrounding community, and conducive to tenants' stability.
- (f) Project design shall enhance personal safety and security through implementation of CPTED (Crime Prevention Through Environmental Design) principles.
- (g) The sponsor and/or managing agency shall ensure compliance with Washington State laws and regulations, the DMMC, and King County Health Department regulations. The sponsor and/or managing agency shall permit inspections by local agencies and/or departments to ensure such compliance and shall implement all directives resulting therefrom within the specified time period.
- (h) The required number of off-street parking spaces for each facility shall meet the requirements of chapter [18.210](#) DMMC.

(i) An operations plan must be provided at the time of application by the sponsor and/or managing agency that addresses the following elements to the satisfaction of the City:

- (i) Name and contact information for key staff;
- (ii) Roles and responsibilities of key staff;
- (iii) Site/facility management, including a security and emergency plan;
- (iv) Site/facility maintenance;
- (v) Occupancy policies, including resident responsibilities and a code of conduct that address, at a minimum, the prohibition on the use or sale of alcohol and illegal drugs, threatening or unsafe behavior, and weapon possession;
- (vi) Provision of human and social services, including staffing plan and outcome measures;
- (vii) Outreach plan with surrounding property owners and residents and ongoing good neighbor policy; and
- (viii) Procedures for maintaining accurate and complete records.
- (ix) A description of provisions for transit, pedestrian, and bicycle access from the subject site to services shall be provided at time of application by the sponsor and/or managing agency.

(2) Specific Requirements for Emergency Housing and Emergency Shelters, in Addition to the Requirements of Subsection (1) of this Section.

(a) Facilities shall meet the following capacity and density requirements:

- (i) Emergency housing shall be limited to no more than 20 units, or 20 residents in a facility without separate units, in the D-C, C-C, H-C and I-C Zones. Facilities within the PR-R, PR-C, T-C and W-C Zones shall be permitted at the zoned density.
- (ii) Emergency shelters shall limit capacity to no more than one adult bed per 40 square feet of floor area per facility with up to 20 residents permitted in the D-C, C-C, H-C and I-C Zones and up to 80 residents in the PR-R, PR-C, T-C and W-C Zones.

(b) Residents shall have access to the following services on site; if not provided on site, transportation shall be provided:

- (i) For all facilities, medical services, including mental and behavioral health counseling.
- (ii) For emergency housing facilities, access to resources on obtaining permanent housing and access to employment and education assistance.
- (iii) For emergency shelter facilities, substance abuse assistance.

(3) Specific Requirements for Permanent Supportive Housing and Transitional Housing in Addition to the Requirements of Subsection (1) of this Section.

(a) Facilities shall meet the following capacity and density requirements:

- (i) A maximum of eight residents shall be permitted in the Single-Family Zones (RS-15,000, RS-9,600, RS-8,400, RS-7,200, and RS-4,000) and R-SE Zone, and facilities are subject to the development standards of the zone that the facility is located in.
- (ii) A maximum of 40 units shall be permitted in the Multifamily Residential Zones (RA-3,600, RM-2,400, RM-1,800, RM-900, RM-900A and RM-900B) and in the C-C, D-C, H-C, I-C, and N-C Zones.
- (iii) Facilities located in the PR-R, PR-C, T-C and W-C Zones shall comply with the density requirements of the underlying zone.

(b) Facilities shall be required to meet the design requirements of chapter [18.235](#) DMMC.

- (i) On-site recreation area shall be provided as specified in chapter [18.155](#) DMMC. The Hearing Examiner may approve equal square footage of common recreation space in lieu of private recreation space requirements.

(c) All residents shall have access to appropriate cooking and hygiene facilities.

(d) Facilities serving more than five dwelling units shall have dedicated spaces for residents to meet with service providers.

(e) Residents shall have access to the following services on site; if not provided on site, transportation shall be provided:

(i) Medical services, including mental and behavioral health counseling.

(ii) Employment and education assistance. [Ord. 1750 § 8, 2021.]

The Des Moines Municipal Code is current through Ordinance 1756, passed March 31, 2022.

Disclaimer: The city clerk's office has the official version of the Des Moines Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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P. Development shall be in compliance with the single-family residential/traditional neighborhood design option development standards as set forth in the design and development guidelines. (Ord. 2365 § 1, 2011; Ord. 2134 § 10, 2005)

18.12.080 Performance standards.

The following special performance standards shall apply to properties located in the LDR district:

A. Exterior Mechanical Devices. Air conditioners, heating, cooling, ventilating equipment, swimming pool pumps and heaters and all other mechanical devices shall be screened from surrounding properties and streets and shall be so operated that they do not disturb the peace, quiet and comfort of the neighboring residents. Apparatus needed for the operation of solar energy systems need not be screened pursuant to this section.

B. Required Landscaping. Required front and street side yards shall be landscaped except for necessary walks, drives and fences.

C. Outdoor Storage and Parking of Vehicles. Storage or parking of any motor vehicle or vehicle accessory such as camper shells, boats, trailers, motorbikes or other wheeled accessory or conveyance shall not be allowed except as follows:

1. Storage of such vehicles and vehicle accessories is permitted within the paved areas and driveways located in the front and street side yard; and rear and interior side yards; provided, that such vehicles and accessories are screened from neighboring properties and public rights-of-way by a six-foot-high solid fence or landscaped screen. For purposes of this subsection "storage" means the keeping of such vehicles and accessories on any portion of any parcel of property for a period of 120 continuous hours.

2. Parking for any length of time of such vehicles and vehicle accessories is prohibited within any landscaped area of the front or street side yard, except for parking for the washing of vehicles and not to exceed two hours.

D. Detached Accessory Structures. Detached accessory structures, except for detached accessory dwelling units, are permitted not closer than three feet to rear or interior side property lines if located in the rear 33 percent of the lot, or in back of the front 75 feet of the lot; provided, that the maximum building height for a detached accessory structure shall be 16 feet for gabled, hipped and gambrel roofs and 12 feet for flat and mansard roofs.

E. Setbacks from Alleys. Garage structures which are directly attached to a principal structure or attached with no greater than an enclosed breezeway, and have vehicular access from an adjacent

alley, may encroach into the rear yard such that the total of the alley width and setback from the alley is equal to no less than 24 feet. In such case, only a garage attached to the principal structure by no greater than a breezeway may exceed a height of one story.

F. Yard Projections. Every required front, rear and side yard shall be open and unobstructed from the ground to the sky unless otherwise provided:

1. Fences and walls as specified and limited under subsection (J) of this section may project into a required yard.
2. Fireplace structures not wider than eight feet measured in the general direction of the wall of which it is a part may project into a required yard by not more than 30 inches.
3. Cornices, sills, eave projections, and awnings without enclosing walls or screening may project into a required yard by not more than 30 inches.
4. Open, unenclosed, unroofed decks, providing, however, that said decks are constructed at grade elevations, or in no event exceed 30 inches above grade and not over any basement or story below.
5. Bay windows and garden windows which do not require a foundation may project into a required front, rear, or street side yard by not more than 30 inches; provided, that the width of any required interior side yard is not reduced to less than two feet, six inches and any yard abutting a street is not reduced to less than five feet.
6. Additions of accessory structures such as stairs or balconies, or covered porches which have no more than 200 square feet, provided lot coverage is not exceeded, may project into a required front or rear yard.

G. Residential Antennas. Residential antennas, including satellite dish antennas less than or equal to three feet in diameter, shall not be located between the front or street side property lines and a building, and shall be limited to a height of 10 feet in excess of the maximum height required for each zone. Antennas shall be set up so that in case an antenna falls it will fall within the confines of the owner's property. Satellite dish antennas greater than three feet in diameter, and amateur radio towers and associated antennas are regulated below.

1. Satellite Dish Antennas, Ground-Mounted. Ground-mounted, satellite dish antennas are allowed as permitted accessory uses subject to the following requirements:

- a. The antenna shall not be located between the front property line or street-side property line and a building; such antennas may be located in a rear or interior side yard.
- b. The maximum diameter shall be 12 feet.
- c. The maximum height shall be 15 feet in height above the existing grade to the highest point of the dish.
- d. The minimum setback shall be no less than three feet to rear or side property lines as measured when the dish is in a horizontal position.
- e. Satellite dish antennas shall be located to prevent obstruction of the antenna's reception window from potential permitted development on adjoining properties.
- f. Satellite dish antennas shall be constructed of transparent material such as wire mesh; and shall be finished in a dark color and a non-light-reflective surface.
- g. All installations shall include screening treatments located along the antenna's nonreception window axes and low-level ornamental landscape treatments along the reception window axes of the antenna's base. Such treatments should completely enclose the antenna and consist of no less than three landscape elements which provide year-round screening. Landscape plans shall be reviewed by the director.
- h. Dish antennas shall be installed and maintained in compliance with the applicable requirements of the Uniform Building Code, as amended.
- i. Only one dish antenna shall be permitted on any residential lot.
- j. Dish antennas shall not be installed on a portable or movable device, such as a trailer.
- k. The antenna shall be set up so that in case an antenna falls it will fall within the confines of the owner's property.

2. Satellite Dish Antennas, Roof-Mounted. Roof-mounted satellite dish antennas which have a maximum of 12 feet in diameter may only be allowed upon approval of a variance application in accordance with chapter [18.50](#) SMC. In addition to the review criteria of SMC [18.50.030](#), the following criteria shall be met:

- a. Demonstration by the applicant that compliance with subdivision 1 of this subsection would result in the obstruction of the antenna's reception window, prohibiting a usable

signal; furthermore, such obstruction involves factors beyond the control of the applicant.

3. Amateur radio towers and antennas for use by a noncommercial, licensed amateur operator shall be allowed if such facilities:

- a. Are not located between the front or street-side property line and a building.
- b. Are limited to a height of 10 feet in excess of the maximum height required for each zone.
- c. Are installed with a reasonable effort to minimize visibility from adjacent properties while still permitting effective operation.
- d. Are located and constructed in a manner that will prevent the installation from falling onto adjoining properties.
- e. Do not interfere with nearby utility lines, etc.
- f. Such installations which propose to exceed the maximum height restrictions, but which meet all of the above criteria (a through e), may only be allowed upon approval of a variance application in accordance with chapter [18.50](#) SMC.

H. Swimming Pools. For all swimming pools having a depth of 24 or more inches there shall be maintained a protective fence, wall or enclosure not less than five feet in height, with no opening greater than four inches wide and equipped with a self-closing gate surrounding said pool. This requirement shall also apply to other outdoor bodies of water having a depth greater than 24 inches, excluding natural lakes, streams, rivers, or drainage ditches.

I. Building Height Exceptions. Chimneys and vents, and church steeples and church spires, may be erected to a height greater than the permitted building height.

J. Fences – Intent. The intent of this subsection is to establish minimum requirements and standards for fences in order to provide screening and to protect the aesthetic assets of the community. Fences, except as regulated under subsection (J)(8) of this section, constructed within residential zones shall not exceed a maximum height above the adjacent grade as set forth herein:

1. The requirements of this subsection shall apply only to fences built after the effective date of the ordinance codified in this section. Fences built before that date shall be considered legal nonconforming fences. Existing fences being replaced after this adoption date shall meet the

requirements of this subsection. The construction of any fence, arbor, or trellis requires a building/land use permit.

2. Fences, located within the required front yard or within a five-foot setback from the street side property line, shall not exceed a height of three feet where fences would provide less than 50 percent visibility. Fences providing at least 50 percent visibility shall not exceed a height of four feet within the required front yard or within a five-foot setback from the street side property line. Examples of fences that could meet the 50 percent visibility include spaced rail fences, spaced picket fences, and chain link fences.

3. Corner lots located along minor arterials may construct a fence to the maximum height with a zero side yard setback along the minor arterial; provided, that all sight distance requirements are met.

4. No fence shall exceed a total height of six feet above existing or finished grade in a residential zone, unless exceptions of subsection (J)(8) of this section apply.

5. Fences utilized to enclose drainage detention ponds or other drainage facilities shall meet the requirements of the King County Washington Surface Water Design Manual, as well as any other applicable regulations of this section and the Sumner Municipal Code. Chain link fences used to enclose drainage detention ponds or other drainage facilities shall be green or black coated or painted.

6. No barbed wire, razor wire, or electric fence shall be allowed within residential zones, unless exceptions of subsection (J)(8) of this section apply.

7. Arbors and trellises will be subject to the following:

a. An arbor of up to three additional feet in height to a nine-foot maximum can be constructed over a gate, walkway, or entryway. The maximum width of an arbor shall be eight feet. These requirements apply to arbors sited in the front and side yard and to arbors attached to fences. Arbors shall be of structurally sound design.

b. A trellis of up to two additional feet in height to a maximum of eight feet may be added to a fence as a decorative element. Trellises with a horizontal element shall not encroach onto adjacent properties. Trellises shall be a structurally sound part of the fence design.

8. Exceptions to the standards set forth in this subsection are listed as follows: public facilities, minor and major utility facilities, schools, and wireless communication facilities may have fences

higher than the required six-foot maximum for safety and security reasons, and are not subject to the requirements of this subsection. Such facilities needing added public safety and security shall construct fences in accordance to the standards set forth for such facilities.

9. Through lots with frontage along minor arterials may construct a fence to the maximum height with a zero setback along the minor arterial; provided, that all sight distance requirements are met.

K. Sight Distance Requirements. At all intersections there shall be a triangular yard area within which no tree, fence, shrub or other physical obstruction shall be permitted higher than three feet above the adjacent grade where fences, walls and hedges would provide less than 50 percent visibility. Fences, walls, and hedges providing at least 50 percent visibility shall not exceed a height of four feet. Examples of fences that could meet the 50 percent visibility include spaced rail fences, spaced picket fences, and chain link fences. This triangular area shall measure as follows:

1. Street Intersections. At any intersection of two street rights-of-way, two sides of the triangular area shall extend 20 feet along both shoulder or curblines of the improved portion of the rights-of-way, measured from their point of intersection. For the purpose of this paragraph an alley shall be considered as a street.

2. Street and Driveway Intersections. At any intersection of street right-of-way and a driveway, two sides of the triangular area shall extend 20 feet along the edge of the driveway and 10 feet along the shoulder or curbline of the improved portion of the right-of-way. Such triangular area shall be applied to both sides of the driveway.

3. Fences utilized to enclose drainage detention ponds or other drainage facilities shall meet the above regulations, as well as any other applicable regulations of the Sumner Municipal Code.

L. School and Church Height Exceptions. When applicable, a height exception shall be applied for as part of a conditional use permit application to establish such uses or expansion of such uses. Conditionally permitted school and church uses may exceed building height requirements to a maximum of 50 feet in the LDR zone upon approval of such height exception by the hearing examiner. A height exception does not require separate application for a special exception or variance.

M. Expansion of Specified Existing Uses. Existing automotive and motorized vehicle sales and rental agencies lawfully operating as of June 1, 2000, may be maintained as follows:

1. The specified uses may expand, except that expansion shall not occur if it is necessary to purchase additional property. The expansion shall meet the development standards of the zone

such as setbacks, lot coverage, and building height.

2. Structures may be rebuilt after a fire or other disaster to original dimensions, or expanded per requirements in this section, unless a health or safety impact would occur.

3. If expansion requires any increase in impervious surface, a 10-foot landscaped yard setback shall be created and solid six-foot masonry wall or wood fence established and maintained along the property line that abuts residential properties, except that fences and walls located within the required front or street side yard shall not exceed a height of three feet. The landscape buffer shall contain a planting of trees with a minimum of eight feet in height at planting and a minimum of 20 feet at maturity. Trees shall be a mix of 50 percent deciduous and coniferous and planted 15 feet on center.

4. Any expansion shall meet the performance standards set forth in SMC [18.16.080](#) and design review standards per chapter [18.40](#) SMC.

N. Manufactured homes shall meet all of the following conditions:

1. Manufactured homes shall be new;

2. Manufactured homes shall be set upon a permanent foundation and the space from the bottom of the home to the ground shall be enclosed by concrete or an approved concrete product which can be either load-bearing or decorative;

3. Manufactured homes shall be thermally equivalent to the State Energy Code;

4. Manufactured homes shall have exterior siding similar in appearance to siding materials commonly used on site built single-family homes;

5. The roofs of manufactured homes shall be constructed with a shake or shingle, coated metal, or similar material with a nominal roof pitch of 3:12; and

6. Manufactured homes shall be comprised of at least two fully enclosed parallel sections each of not less than 12 feet wide by 36 feet long.

O. A minimum of 50 percent of the area of front and street side yards shall be landscaped with vegetation or other landscaped features other than paving, gravel, or hard surfaces.

P. Professional offices are permitted as a conditional use; provided, that:

1. The use creates minimal customer service demands on site;
2. The use shall only be allowed within structures existing as of the effective date of the ordinance codified in this section and the structure shall not be expanded by more than 50 percent of its gross floor area;
3. The use has a street address and primary vehicle access from a minor or principal arterial as identified in the city's comprehensive transportation plan; the use is located within one block or 500 feet, whichever is less, of a freeway interchange as measured from the right-of-way boundary nearest to the property; and the property is north of the freeway;
4. The appearance of the structures shall not be altered to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emission of sounds, exhausts, or vibrations that carry beyond the premises;
5. Off-street parking and access shall be provided per chapter [18.42](#) SMC;
6. Any development shall be subject to the applicable design and development guidelines per chapter [18.40](#) SMC;
7. Signs shall be subject to SMC [18.44.210](#);
8. All fees associated with conversion of a residence to a professional office use shall be charged under commercial rates; and
9. Lots may not be consolidated to accommodate a professional office use or required parking.

Q. A mineral extraction use shall:

1. Comply with the noise control code in chapter [8.14](#) SMC;
2. Not produce light, glare or vibration in any amount determined to constitute a public or private nuisance under local or state laws or to disturb the peace, quiet, and comfort of neighboring residents, businesses or other property owners;
3. Meet or exceed regional, state, and federal air and emission levels;
4. Screen all mechanical devices from surrounding properties and public streets;
5. Be consistent with the city's comprehensive plan maps;

6. Utilize best available control technologies;
7. Only be permitted on property that is designated as mineral resource land pursuant to chapter [16.44](#) SMC; and
8. Require loaded trucks leaving the site to be covered, using best available technology.

R. Permanent supportive housing and transitional housing shall:

1. Comply with all applicable setbacks, height and other dimensional standards as required in this chapter;
2. Be limited to occupancy by one family per dwelling unit;
3. Comply with the maximum housing density for the zone, except that in no case shall density exceed a maximum of 10 housing units on any single parcel of land; and
4. Where the number of housing units exceeds one unit per lot, such housing shall not be located within one-half mile of any other emergency shelter or emergency housing use; or any permanent supportive housing or transitional housing use. (Ord. 2794 § 8, 2021; Ord. 2737 § 7, 2020; Ord. 2499 § 3, 2014; Ord. 2301 §§ 1, 2, 2009; Ord. 2247 § 2, 2008; Ord. 2194 § 1, 2007; Ord. 2193 § 3, 2007; Ord. 2135 § 4 (part), 2005; Ord. 2022 § 2, 2003; Ord. 1944 § 2, 2001; Ord. 1786 § 2, 1997; Ord. 1694 § 1, 1995)

18.12.090 Traditional neighborhood design optional development standards.

In place of the development standards of SMC [18.12.070](#), new subdivisions in the LDR-6, LDR-7.2, LDR-8.5 and LDR-12 districts may utilize the following standards, if all provisions are met.

- A. Lot sizes: 20 percent of the lots may equal 80 percent of the square footage of the minimum lot size of the district. Lots taking access from an alley may equal 80 percent of the minimum lot size. A minimum of 25 percent of lots must equal the required lot size of the zone. In no case shall the reduction in lot sizes be combined with the reduction in lot sizes allowed in SMC [16.40.140](#)(A) or (B);
- B. Lot width in feet: 50; 40 for lots with alley access;
- C. Front yard setback in feet: 15 minimum; 25 maximum;
- D. Rear yard setback in feet: 25;
- E. Interior side yard setback in feet: six;

F. Street side yard setback in feet: 10;

G. Maximum building height in feet: 30;

H. Maximum lot coverage: 40 percent;

I. Minimum street frontage in feet: 15;

J. Reserved;

K. Reserved;

L. Structures in subdivisions subject to this section shall comply with regulations outlined in chapter [18.40](#) SMC;

M. At least 50 percent of the homes shall have alleys for vehicular access. (Ord. 2134 § 11, 2005; Ord. 1906 § 8, 1999; Ord. 1803 § 4, 1997; Ord. 1694 § 1, 1995)

The Sumner Municipal Code is current through Ordinance 2818, and legislation passed through April 18, 2022.

Disclaimer: The City Clerk's office has the official version of the Sumner Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

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Chapter 12.35

PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING, EMERGENCY HOUSING AND SHELTER

Sections:

Article I. Generally

12.35.010 Exception from chapter.

Article II. Licenses

12.35.020 License for business required.

12.35.030 License applications.

12.35.040 License fee.

12.35.050 License expiration.

12.35.060 Renewal of license.

Article III. Regulations

12.35.070 Standards of safety and operation.

12.35.080 Standards of conduct.

Article I. Generally

12.35.010 Exception from chapter.

This chapter does not apply to emergency housing and shelter that is operated as a result of inclement weather, natural disaster, or similar event.

(Ord. No. 22-929, § 15, 1-18-22.)

Article II. Licenses

12.35.020 License for business required.

Unless expressly excepted by the provisions of this chapter, it is unlawful to operate permanent supportive housing and transitional housing, or emergency housing and shelter unless such

establishment or premises is licensed as hereinafter provided.

(Ord. No. 22-929, § 15, 1-18-22.)

12.35.030 License applications.

(1) All applications for license or license renewal shall be made to the city finance department on a form prescribed by the finance director, and shall include the following information:

- (a) The name, address, and contact telephone number of the license holder;
- (b) The business name, address, and telephone number of the establishment to be licensed;
- (c) The names, titles, addresses, and telephone numbers of those who will act as the principle point(s) of contact with the city;
- (d) A declaration of the total number of rooms in the facility used for permanent supportive housing and transitional housing, and/or emergency housing and shelter;
- (e) The maximum number of occupants that can be housed in the facility;
- (f) An operational plan demonstrating compliance with the safety and operational requirements in FWRC [12.35.070](#) and the standards of conduct in FWRC [12.35.080](#);
- (g) Documentation identifying that providers and/or managing agencies have either demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an appropriate human service field, and/or applicable experience in a related program with people experiencing homelessness.

(2) The city shall notify the applicant within 15 working days of submittal of a license or license renewal application if the application is deemed incomplete and shall specify what additional information is required.

(Ord. No. 22-929, § 15, 1-18-22.)

12.35.040 License fee.

(1) The license fee for permanent supportive housing and transitional housing, or emergency housing and shelter, as required in this chapter, is \$300.00 per year. Such fee shall be in addition to general business license fees where applicable.

(2) The entire annual license fee shall be paid for the applicable calendar year regardless of when the application for license is made, and shall not be prorated for any part of the year except that if the

original application for license is made subsequent to June 30th, the license fee for the remainder of that year shall be one-half of the annual license fee.

(3) Permanent supportive housing and transitional housing, and emergency housing and shelter, operated by nonprofit or governmental organizations, shall be exempt from the license fee.

(Ord. No. 22-929, § 15, 1-18-22.)

12.35.050 License expiration.

(1) All licenses issued or renewed under the provisions of this chapter shall expire on the thirty-first of December of each year.

(2) *Due date.* All license fees required by this chapter for either an original license or renewal are payable to the city at least two weeks prior to the commencement of operation of the permanent supportive housing and transitional housing, and/or emergency housing and shelter.

(3) *Failure to renew.* Failure to renew shall result in expiration of the license and all privileges granted to the licensee.

(Ord. No. 22-929, § 15, 1-18-22.)

12.35.060 Renewal of license.

(1) For a permanent supportive housing and transitional housing, and/or emergency housing and shelter facility to continue operation beyond the expiration of its existing license, an application for renewal must be submitted with the city prior to the expiration of the existing license.

(2) A late penalty shall be charged on all applications for renewal of a license received later than seven calendar days after the expiration date, as well as all applications that fail to rectify application deficiencies identified by the city pursuant to FWRC [12.35.030](#)(2) within seven calendar days of the city notice provided for in that subsection.

The amount of such penalty is fixed as follows:

Days Past Due	Late Fee
8 – 30	\$50
31 – 60	\$100
61 and over	\$200

(Ord. No. 22-929, § 15, 1-18-22.)

Article III. Regulations

12.35.070 Standards of safety and operation.

(1) Every facility licensed under the provisions of this chapter must meet the following safety and operational requirements:

- (a) Adopt and broadly disseminate a written security and emergency plan for residents and employees.
- (b) Establish protocols to work with current or prospective residents with active felony warrants to resolve the outstanding warrant(s) with applicable legal authorities.
- (c) Take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from all current and prospective residents, and keep a log containing this information.
- (d) Prohibit direct intake of residents without referral.
- (e) Incorporate procedures into operations to ensure complete and accurate recordkeeping.
- (f) Post prominently a list of all human and health services offered with a brief description of the service(s) and the availability of such service(s).
- (g) Follow Crime Prevention Through Environmental Design (CPTED) standards for landscaping and plant maintenance.
- (h) Broadly disseminate information to residents identifying transit, pedestrian and bicycle routes to services and schools from the site.

(2) Every standalone facility exclusively for permanent supportive housing and transitional housing, and/or emergency housing and shelter licensed under the provisions of this chapter, except for permanent supportive housing and transitional housing in the suburban estate (SE) or single-family residential (RS) zones, must meet the following additional safety and operation requirements:

- (a) Install lighting in all internal common areas providing a minimum of one and one-half foot-candles at ground level 24 hours per day, seven days a week.
- (b) Have a manager or operator's representative on the premises at all times.

(3) Every newly constructed facility licensed under the provisions of this chapter, except for newly constructed permanent supportive housing and transitional housing in the suburban estate (SE) or single-family residential (RS) zones, must also implement the security program and strategies addressed in FWRC [19.115.040](#).

(Ord. No. 22-929, § 15, 1-18-22.)

12.35.080 Standards of conduct.

Every facility licensed under the provisions of this chapter must adopt and enforce standards of conduct applicable to all residents and guests designed to ensure that:

- (1) All residents and guests comply with all applicable federal, state, and local laws, including all safety and sanitation requirements and the city's building, fire, and zoning and development codes.
- (2) No residents exhibit threatening or unsafe behavior.
- (3) No resident shall use, possess, or sell illegal drugs.

(Ord. No. 22-929, § 15, 1-18-22.)

The Federal Way Revised Code is current through Ordinance 22-930, passed March 1, 2022.

Disclaimer: The city clerk's office has the official version of the Federal Way Revised Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.cityoffederalway.com/>

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19.06.080 - Siting of group housing.

A. *Special needs group housing.*

1. *Permitted.* Special needs group housing is permitted in all zones subject to the following conditions:
 - a. The facility shall meet all applicable Washington State licensing requirements.
 - b. The facility shall comply with all applicable construction codes set forth in MICC title 17, including maximum occupancy restrictions.
 - c. Operators of housing for persons with handicaps or with familial status within the meaning of the Federal Fair Housing Amendments Act (FHAA) may not accept individuals whose tenancy would constitute a direct threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of others.

The code official may require the operator of a special needs group home to deny housing to an individual if the police chief determines, based on the characteristics and relevant conduct of the individuals at issue, that such tenant is a direct threat to the health and safety of others, or that such individual's tenancy would result in substantial physical damage to the property of others. The police chief's determination may be appealed to the hearing examiner by the operator or tenant at issue under the appeal procedure set out in MICC 19.15.130.

2. *Reasonable accommodation.* Reasonable accommodations shall be made to handicapped persons, pursuant to the process provided in MICC 19.01.030, when such accommodations may be necessary to afford such persons equal opportunity to use and enjoy a dwelling, as required by the FHAA.

B. *Social service transitional housing.*

1. *Permitted.* Social service transitional housing is permitted in all zones when authorized by the issuance of a conditional use permit (CUP). Review of the conditional use permit application will be based upon the criteria set forth in MICC 19.15.100 and the supplemental criteria set forth in subsection (B)(3) of this section.
2. *Exceptions.*
 - a. If the police chief determines that the safety of the intended residents in a domestic violence shelter will be compromised by CUP public notice requirements, they may be waived.
 - b. A domestic violence shelter is not required to comply with subsection (B)(3)(c) of this section, which requires a 600-foot setback.
 - c. Social service transitional housing facilities that house persons with familial status a

persons with handicaps within the meaning of the FHAA is permitted in all zones pursuant to subsection A of this section, and are not required to obtain a CUP.

3. *Supplemental conditional use criteria.*

- a. A determination made by the police chief as to whether a tenant may be a threat to the health or safety of others or whether an individual's tenancy is likely to result in significant physical damage to the property of others, and, if so, whether conditions can be attached to satisfactorily control those risks.
- b. The facility is at least 1,000 feet from any other facility under this classification.
- c. The facility is at least 600 feet from the property line of educational or recreational facilities where children are known to congregate, including but not limited to any public park, the I-90 Trail, churches or synagogues, schools, licensed daycares, the Mercer Island Branch of the King County Library, public pools, the Mercerwood Shore Club, Mercer Island Beach Club, the Jewish Community Center, Mercer View Community Center, or the Boys and Girls Club.
- d. The facility and program secures and maintains all licenses and/or approvals as required by the state or federal government.
- e. The facility shall comply with all applicable construction codes set forth in MICC title 17, including maximum occupancy restrictions.
- f. The program will be operated under the authority of a reputable governing board or social service or government agency or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the facility.
- g. The facility shall operate under a written management plan, including a detailed description of staffing, supervision, and security arrangements appropriate to the type and number of clients and to its hours of operation, which shall be submitted to and approved by the city prior to the first occupancy by any person intended to be served by the facility.
- h. The facility has adequate off-street parking. The code official may require the applicant to submit a traffic study.
- i. The city shall determine the number of dwelling units or occupancy rooms or suites permitted in the proposed facility based on the following criteria:
 - i. The specific nature of the occupancy and the persons that will be housed in the proposed facility.
 - ii. The size of the dwelling units or occupancy rooms or suites and the specific configuration of the facilities within these units, rooms, or suites.

- iii. The impacts on nearby residential uses of the proposed facility.
 4. *Appeal.* The conditional use permit decision made under subsection B of this section may be appealed pursuant to MICC 19.15.130.
- C. *Rooming houses.*
1. *Permitted.* Rooming houses are permitted in multifamily zones and in the Town Center unless:
 - a. The rooming house fails to comply with all applicable construction codes set forth in MICC title 17, including maximum occupancy restrictions;
 - b. The rooming house does not have adequate off-street parking, which will be determined by a traffic study that shall be promptly provided by the rooming house owner and/or operator if requested by the code official;
 - c. The police chief determines that any tenant is a threat to the health or safety of others; and
 - d. The code official determines that the rooming house creates any significant adverse impact affecting surrounding properties; and measures which may be required by the code official to be taken by the rooming house owner and/or operator to mitigate such impacts are not promptly taken or do not satisfactorily mitigate such impacts.
 2. *Appeal.* Determinations made by the code official pursuant to subsection C of this section may be appealed pursuant to MICC 19.15.130.

(Ord. 17C-12 § 5; Ord. 06C-06 § 2; Ord. 04C-12 § 15; Ord. 03C-08 § 1)

ORDINANCE 2038-21

**AN ORDINANCE OF THE CITY OF MILTON,
WASHINGTON, IMPOSING AN INTERIM OFFICIAL
CONTROL TO AMEND MILTON MUNICIPAL CODE
(MMC) TITLE 17 TO ALIGN MMC TITLE 17 WITH
ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1220;
HOLDING A PUBLIC HEARING ON THE INTERIM
OFFICIAL CONTROL; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, in July 2021 the Washington State Legislature enacted House Bill (HB) 1220, supporting emergency shelters and housing through local planning and development regulations with an effective date of July 25, 2021; and

WHEREAS, Section 3 of HB 1220 contains the following preemption of local zoning authority:

A code city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. Effective September 30, 2021, a code city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.; and

WHEREAS, the City of Milton's municipal code currently contains limited regulations related to the types of housing and shelter activities established in HB 1220; and

WHEREAS, HB 1220 does permit cities to impose reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety; and

WHEREAS, the Milton City Council desires to develop reasonable occupancy, spacing, and intensity of use requirements for these types of housing to protect public health and safety so long as the conditions do not prevent the siting of a sufficient number of facilities to accommodate the City's projected needs; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 authorize cities to impose interim official controls when action must be taken sooner than compliance with the City's customary public processes allow; and

WHEREAS, these Interim Official Controls are designed to align homeless shelter regulations with state adopted definitions and to implement the preemption adopted by HB 1220 that allows permanent supportive housing and transitional housing in all zoning districts where

residential dwellings and/or hotels are allowed and to allow emergency housing and emergency shelters in all zoning districts where hotels are allowed; and

WHEREAS, without the Interim Official Controls adopted by this ordinance, the Milton Municipal Code will not be in compliance with state law as of September 30, 2021; and

WHEREAS, there is insufficient time to process the necessary permanent code amendments before September 30, 2021; and

WHEREAS, while the Interim Official Controls are in place, the City will draft permanent regulations to enhance alignment with HB 1220, as the permanent regulations will be reviewed and considered by the City Council and any other relevant commissions as needed; and

WHEREAS, the City Council desires to adopt the amendments set forth in this ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. The amendments set forth by this ordinance are interim amendments of the Milton Municipal Code and shall apply during the period specified in Section 7 below.

Section 2. Findings. The recitals set forth above constitute the Milton City Council's findings justifying the adoption of the interim amendments set forth in this ordinance.

Section 3. Amendments to Milton Municipal Code (MMC) Chapter 17.08 Definitions.
The provisions of MMC Chapter 17.08 are amended to read as follows:

NEW SECTION. 17.08.292 Emergency housing.

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

NEW SECTION. 17.08.293 Emergency shelter.

"Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include

day and warming centers that do not provide overnight accommodations.

NEW SECTION. 17.08.673 Permanent supportive housing.

"Permanent supportive housing" is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.

NEW SECTION. 17.08.850 Transitional housing.

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

Section 4. Amendments to Milton Municipal Code (MMC) Chapter 17.14 Table of Uses. The provisions of MMC Chapter 17.14, subsection 17.14.010 Table of Uses, are amended to read as follows:

Description of Use	RS	RM	RMD	MX	B	M-1	CF	OS
Residential Use Category								
Accessory apartment	acc ¹	acc	acc	acc				
Accessory structure larger than principal building	cup							
Adult day care facility	cup	au	au	au				
Adult family home	au	au	au	au				
Adult retirement community		au	au	au				
Apartment		au	cup	au				
Assisted living facility		cup	cup	cup				

Description of Use	RS	RM	RMD	MX	B	M-1	CF	OS
Carport	acc	acc	acc	acc				
Dwelling, multifamily		au	cup	au				
Dwelling, single-family	au	au	au	au				
Dwelling, two-family	au ²	au	au	au				
<u>Emergency housing</u>					<u>au⁶</u>			
<u>Emergency shelters</u>					<u>au⁶</u>			
Garage, private	acc	acc	acc	acc	acc	acc		
Group homes	cup	au	cup	au				
Mobile home park	cup	cup	cup					
Parking area, private	acc	acc	acc	acc	acc	acc		
<u>Permanent supportive housing</u>	<u>au⁷</u>	<u>au⁷</u>	<u>au⁷</u>	<u>au⁷</u>	<u>au⁷</u>			
Swimming pool, private	acc	acc	acc	acc				
<u>Transitional supportive housing</u>	<u>au⁷</u>	<u>au⁷</u>	<u>au⁷</u>	<u>au⁷</u>	<u>au⁷</u>			
Commercial Use Category								
Adult entertainment business					cup			
Ambulance service				au	au	au		
Amusement parks				su2	su2	su2	su2	su2
Animal hospital					au	au		
Auction house/barn (no vehicle or livestock)					au	au		
Automobile service station				cup	au	au		
Automobile wash					au	au		
Automobile, repair					au	au		
Automobile, sales					au	au		
Banks, savings and loan association				au	au			
Beauty/barber shop			cup	au	au			
Bed and breakfast	cup	au	cup	au				
Billiard hall and pool hall				au	au	au		
Child day care, commercial	cup	cup	cup	au	au	cup	cup	
Child day care, family	au	au	au	au				
Commercial recreation < 2 ac.		cup		cup	au		au	au
Commercial recreation > 2 ac.					cup		cup	
Confectionery stores (see Retail sales)				au	au			

Description of Use	RS	RM	RMD	MX	B	M-1	CF	OS
Convenience store				au	au			
Crematories and mausoleums					su1	su1	su1	su1
Department stores (see Retail sales)					au			
Drug stores (see Personal services)				au	au			
Dry cleaners (see Personal services)				au	au			
Electric vehicle infrastructure ⁵	acc	acc	acc	au	au	au	acc	acc
Espresso stands				au	au	au		
Flea market						cup		
Food markets and grocery stores				au	au			
Golf and athletic facilities				su1	su1	su1	su1	su1
Greenhouses, private and noncommercial	au	au	au	cup	cup			
Hardware stores < 10,000 sf				au	au	au		
Hardware stores > 10,000 sf					au	au		
Health club		acc		au	au	acc		
Home occupation	au ⁴	au ⁴	au ⁴	au ⁴	au ⁴	au ⁴	au ⁴	au ⁴
Horticultural nursery, wholesale and retail					au	au		
Hotel				eup	au			
Inn		cup		au	au			
Liquor stores				au	au	au		
Locksmiths				au	au	au		
Lumber yards					au	au		
Marijuana producers or processors, state licensed	Prohibited in all zoning districts							
Marijuana retailer, state licensed	Prohibited in all zoning districts							
Medical marijuana or cannabis collective gardens	Prohibited in all zoning districts							
Mortuaries					au			
Motel				eup	au			
Outdoor advertising display				cup	au	au		
Pet shop				au	au			
Photographer's studio			cup	au	au			
Radio and TV repair shops				au	au	au		

Description of Use	RS	RM	RMD	MX	B	M-1	CF	OS
Recreational areas, commercial, including tennis clubs and similar activities				su1	su1	su1	su1	su1
Recreational areas privately operated				su1	su1	su1	su1	su1
Recycling collection points		acc		acc	acc	acc	acc	acc
Restaurant				au	au	au		
Restaurants, drive-through					cup	au		
Retail < 1,000 sf				au	au	au		
Retail > 1,000 sf					au	au		
Rodeos					su1	su1	su1	su1
Secondhand store				cup	au	au		
Self-service storage facility		acc		acc	cup	au		
Shoe stores or repair shop				au	au			
Sports arenas					su1	su1	su1	su1
Stadiums					su2	su2	su2	su2
Stationery store				au	au			
Studios (i.e., recording, artist, dancing, etc.)				au	au			
Swimming pool, commercial		cup		cup	au		au	
Taverns				au	au	au		
Theaters, enclosed				cup	au	cup		
Video store (rental, not adult) < 5,000 sf				au	au	au		
Video store (rental, not adult) > 5,000 sf					au	au		
Civic Use Category								
Ballfield				su1	su1	su1	su1	su1
Bicycle paths, walking trails	au	au	au	au	au	au	au	au
Church	cup	au	cup	au	au	cup		
Club or lodge, private				cup	cup			
Fairgrounds					su1	su1	su1	su1
Garage, public						au		
Heliports					su2	su2	su2	su2
Hospitals and sanitariums					cup	cup		
Libraries				au	au		au	
Open-air theaters				su1	su1	su1	su1	su1

Description of Use	RS	RM	RMD	MX	B	M-1	CF	OS
Parking area, public		acc		acc	acc	acc	acc	acc
Post office, branch or contract station				au	au			
Post office, distribution center or terminal						cup		
Public parks	cup	cup	cup	cup	cup	cup	au	au
Schools, elementary or secondary	cup	cup	cup	cup	cup		au	
Swimming pool, public	cup	cup	cup	cup	cup			
Transit facilities, bus barns, park-and-ride lots, transit stations				su1	su1	su1	su1	su1
Vocational schools/colleges				cup	cup	cup	cup	
Utilities Use Category								
Electric transmission substation	cup	cup	cup	cup	cup	au	cup	cup
Fuel storage tanks (underground, < 500 gal.)	acc	acc	acc	au	au	au		
Fuel storage tanks (underground, > 500 gal.)		cup	cup	cup	au	au		
Fuel storage tanks, above ground				au	au	au		
Public utility facilities (services)	cup	cup	cup	cup	au	au	au	
Public utility service yard						au	au	
Radio, cellular phone, microwave, and/or television transmission facilities or towers	cup	cup	cup	cup	cup	cup	cup	cup
Sewage treatment plants							cup	
Transfer station solid waste facility						cup	cup	
Industrial Use Category								
Blueprinting and photostating				au	au	au		
Buy-back recycling center						cup		
Cabinet shops (see Industry, light)					cup	au		
Cargo storage containers					acc	acc	acc	
Carpenter shops (see Industry, light)					cup	au		
Composting facilities					su2	su2	su2	su2
Contractor yards					au	au		
Distributing plants (see Industry, light)						au		
Electric/neon sign assembly, servicing repair						au		
Freight terminal, truck						cup		
Furniture repair (see Industry, light)					cup	au		

Description of Use	RS	RM	RMD	MX	B	M-1	CF	OS
Industry, light						au		
Machine shops, punch press up to five tons (see Industry, light)						au		
Motor vehicle impound yard in enclosed building (see Industry, light)						au		
Nonautomotive, motor vehicle and related equipment sales, rental, repair and service					au	au		
Outdoor storage					cup	au		
Paint shop (see Industry, light)						au		
Parcel service delivery (see Industry, light)						au		
Pesticide application service (see Industry, light)						au		
Plumbing shop (see Industry, light)						au		
Plumbing supply yards (see Industry, light)						au		
Printing establishments					au	au		
Recycling processing centers					su2	su2	su2	su2
Storage for transit and transportation equipment						cup		
Tool sales and rental				cup	au	au		
Trailer-mix concrete plant						cup		
Upholstering					au	au		
Warehousing						au		
Welding shops and sheet metal shops						cup		
Office/Business Use Category								
Medical-dental clinic			cup	au	au			
Professional offices			cup	au	au	au		
Resource Use Category								
Agricultural buildings	acc					acc	acc	acc
Agricultural crops; orchards	au	cup	au			acc	acc	au
Livestock	au ³							
Pasture	au							
Stable, private arena	au ³							
Surface mining					su2	su2	su2	su2

Description of Use	RS	RM	RMD	MX	B	M-1	CF	OS
acc: Accessory Use au: Authorized or Permitted Use cup: Conditionally Permitted Use su1: Type I Special Use su2: Type II Special Use								

¹ Minimum lot size 9,600 square feet.

² Minimum lot size 12,000 square feet.

³ Maximum one animal/acre.

⁴ Subject to the limitations of MMC 17.44.090.

⁵ Battery exchange stations and rapid charging stations are only allowed in the MX, B, and M-1 zones.

⁶Subject to the criteria and conditions of MMC 17.44.130

⁷Subject to the criteria and conditions of MMC 17.44.140

Section 5. Amendments to Milton Municipal Code (MMC) Chapter 17.44 General Regulations. The provisions of MMC Chapter 17.44 are amended to read as follows:

NEW SECTION. 17.44.130 Emergency housing and emergency shelter criteria.

Emergency housing and emergency shelter facilities are allowed subject to the following criteria:

A. It must be a 24-hour-a-day facility where beds or rooms are assigned to specific residents for the duration of their stay.

B. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents of the facility and not available for drop-in use by non-residents.

C. The facility must be located within a half mile walking distance of a bus or rail transit stop.

D. Facilities must be at least a one mile from any other emergency housing or emergency shelter, calculated as a radius from the property lines of the site. This distance may be reduced upon the applicant submitting documentation that there is a barrier such as a river or freeway preventing access between the facilities, and the path of travel between them on public roads or trails is at least one mile.

E. The maximum number of residents in a facility is limited to the general capacity of the building but in no case more than 20.

F. Buildings must have secure entrances staffed 24/7, with individual units only accessible through interior corridors.

G. The facility must be ADA compliant.

H. The facility must not be located within 1,000 feet of an elementary or secondary school.

NEW SECTION. 17.44.140 Permanent supportive housing and transitional housing criteria.

Permanent supportive housing and transitional housing facilities are allowed subject to the following criteria:

A. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents of the facility and not available for drop-in use by non-residents.

B. The facility must be located within a half mile walking distance of a bus or rail transit stop.

C. Facilities must be at least a half mile from any other permanent supportive housing or transitional housing, calculated as a radius from the property lines of the site. This distance may be reduced upon the applicant submitting documentation that there is a barrier such as a river or freeway preventing access between the facilities, and the path of travel between them on public roads or trails is at least half a mile.

D. The maximum number of residents in a facility is limited to the general capacity of the building but in no case more than 8.

E. Buildings must have secure entrances staffed 24/7, with individual units only accessible through interior corridors.

F. The facility must be ADA compliant.

G. The facility must not be located within 1,000 feet of an elementary or secondary school.

NEW SECTION. 17.44.150 Memorandum of agreement for emergency housing, emergency shelter, permanent supportive housing or transitional housing.

Prior to the start of operation, the City and facility operator shall develop and execute a Memorandum of Agreement containing, at a minimum, the following items:

A. Good Neighbor Agreement addressing the following items:

1. Quiet hours,

2. Smoking areas,

3. Security procedures,

4. Litter, and

5. Adequacy of landscaping and screening.

B. A Code of Conduct establishing a set of standards and expectations that residents must agree to follow.

C. A parking plan approved by the City showing that the facility has adequate parking to meet the expected demand from residents, staff, service providers and visitors. Residents and visitors may not park off-site and all vehicles must be operational.

D. A coordination plan with both the Police and Fire Departments, including protocols for response to the facility and to facility residents throughout the City and a maximum number of responses threshold for law enforcement services. If calls for law enforcement services exceed the agreed upon threshold in any given quarter, the facility operator will work with the City to reduce calls below the threshold level.

E. A requirement to provide quarterly reports to the City's Land Use Administrator on how facilities are meeting performance metrics such as placement of residents into permanent housing or addiction treatment programs.

Section 6. Public Hearing. A public hearing was held following public notice, in compliance with ordinance and statute, on September 20, 2021.

Section 7. Interim Nature of Regulations – Time Limit. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the amendments made by Sections 3 – 5 of this ordinance are Interim Official Controls. The amendments shall be in effect for a period of six months from the date this ordinance becomes effective and shall thereafter expire, unless the same are extended as provided by law or unless permanent regulations are adopted.

Section 8. Transmittal to Department: Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce, as required by law.

Section 9. Publication: This ordinance shall be published by an approved summary consisting of the title.

Section 10. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or Federal law or regulation, such decision or pre-emption shall not affect the validity of the

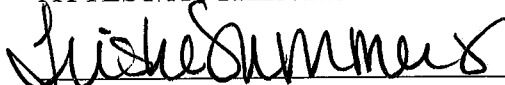
remaining portions of this ordinance or its application to other persons or circumstances. This ordinance shall be construed and enforced in a manner consistent with applicable state and federal law.

Section 11. Effective Date. This ordinance shall be in full force and effect five (5) days after a publication of a summary thereof.

PASSED AND APPROVED by the City Council of the City of Milton, Washington, at a regular meeting thereof this 20th day of September, 2021.

CITY OF MILTON


Mayor Shanna Styron Sherrell

ATTEST/AUTHENTICATED:


Trisha Summers, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Kari Sand
Ogden Murphy Wallace, PLLC

Published: 9-24-21
Effective Date: 9-29-21

PASSED by the Council and approved by the Mayor of the City of Milton, this ____ day
of _____, 2021.


CITY OF MILTON

Mayor Shanna Styron Sherrell

ATTEST/AUTHENTICATED:

Trisha Summers, City Clerk

APPROVED AS TO FORM:



Ogden Murphy Wallace, City Attorney

Published:
Effective Date:

21.57.010 Permanent Supportive Housing, Transitional Housing, and Emergency Housing.

A. *Purpose.* The purpose of the permanent supportive housing, transitional housing, and emergency housing provisions is to:

1. Support housing stability and individual safety to those experiencing homelessness.
2. Ensure that housing is accessible to all economic segments of the population.

B. *Applicability.* The provisions of this section apply to all permanent supportive housing, transitional housing, and emergency housing developments in the City.

C. *Requirements.*

1. No transitional housing, permanent supportive housing, or emergency housing use may also be a designated supervised/safer consumption site (SCS), supervised/safer injection facility (SIF), or supervised/safer injection service (SIS).
2. *Siting and Spacing of Permanent Supportive Housing, Transitional Housing, and Emergency Housing.* The siting and spacing of permanent supportive housing, transitional housing, or emergency housing use type shall be limited to no less than one-half mile from any established permanent supportive housing, transitional housing, or emergency housing use of the same type.
3. *Density.* The density or maximum number of residents for permanent supportive housing, transitional housing, and emergency housing shall be limited as follows:
 - a. Permanent supportive housing, transitional housing, and emergency housing located in mixed-use zoning districts in accordance with RZC [21.04.030](#), *Comprehensive Allowed Uses Chart*, shall be limited to 100 residents unless agreed upon with additional mitigation measures as part of an operational agreement.
 - b. Permanent supportive housing and transitional housing located in residential and nonresidential zoning districts in accordance with RZC [21.04.030](#), *Comprehensive Allowed Uses Chart*, shall be limited in density and occupancy based on the underlying zoning district in which the use is proposed.
 - c. Emergency housing located in nonresidential districts in accordance with RZC [21.04.030](#), *Comprehensive Allowed Uses Chart*, shall be limited in density and occupancy based on the underlying zoning district within which the use is proposed.
4. *Operational Agreement.*
 - a. An operational agreement shall be established with the City prior to occupancy of a permanent supportive housing, transitional housing, or emergency housing use:

- i. Property owners and operators shall enter into an agreement with the City in a form that is acceptable to the City.
- b. The occupancy agreement shall include but not be limited to the following:
 - i. Names and contact information for on-site staff.
 - ii. Description of the services to be provided on site.
 - iii. Description of the staffing plan including the following:
 - A. Number of staff supporting residents and operations;
 - B. Certification requirements;
 - C. Staff training programs;
 - D. Staff to client ratios;
 - E. Roles and responsibilities of all staff; and
 - F. The prior experience of the operator in managing permanent supportive housing, transitional housing, or emergency housing.
 - iv. Description of how resident occupancy will be phased up to full proposed capacity.
 - v. Description of program eligibility, the referral and/or selection process, and how the operator will comply with the local outreach and coordination requirements of this chapter.
 - vi. Identification of supporting agencies and a description of supportive partnerships that will be engaged in ensuring that the operator can maintain the described level of service needed to support the resident population.
 - vii. Contractual remedies for violation of the terms and conditions established in the operational agreement. This shall include identifying specific time lines for corrective action and penalties for nonaction for any violation that impacts the health and safety of residents.
- c. *City Council Engagement Considerations.* As part of the operational agreement, the City Council may identify additional stakeholders, agencies, and community partners that should be consulted in the development of any plans or agreements required under this chapter.
- d. *Minimum Performance Expectations for Operators.*
 - i. The sponsoring agency and/or operator shall work with local service providers and Redmond's Homeless Outreach Administrator to identify eligible homeless individuals who are living in, near, or who have ties to the City.
 - ii. Coordination with local service providers and the Homeless Outreach Administrator to refer homeless community members, not residing at the facility, to appropriate service providers.

- iii. Facility staffing required for 24 hours per day and seven days per week (24/7 staffing).
 - iv. Compliance with applicable registration and notification requirements for registered sex offenders.
 - v. Management of access to the facility.
 - vi. Case management for the residents including:
 - A. Provision of access or connection to behavioral health treatment (including substance use disorder) and services.
 - B. Provision of access or connection to employment assistance (e.g., job training and education).
 - C. Provision of access or connection to housing-related services to help residents gain, maintain, or increase housing stability (e.g., tenant education and supports).
 - vii. Development of a plan for routine and emergency communications with first responders.
 - viii. Routine repair and maintenance of the property.
5. *Program Rules and/or Code of Conduct.*
- a. Program rules and/or a code of conduct shall be developed in consultation with the site operators, service providers, City Human Services staff, and those who have a lived experience of homelessness.
 - b. Program rules and/or code of conduct shall describe occupant expectation and consequences for failing to comply. When possible, consequences and corrective action should be individualized, address the specific behavior, and assist residents along a behavioral path that fosters greater responsibility and achieves a positive outcome for the resident. Examples include a requirement that an individual attend specific counseling, participate in a specific support group, or provide more frequent check-ins with case workers or counselors.
 - c. The code of conduct shall at a minimum address the following topics:
 - i. The use or sale of alcohol and recreational marijuana;
 - ii. The use of illegal drugs;
 - iii. The sale of illegal drugs;
 - iv. Threatening or unsafe behavior; and
 - v. Weapon possession.
 - d. Final program rules and code of conduct shall be reviewed and approved by the Redmond Police Department and the Director of Planning and Community Development in consultation with Human Services staff.

6. *Safety and Security Plan.*

- a. A safety and security plan shall be developed in consultation with the Redmond Police Department.
- b. The plan shall identify behavioral health crisis management protocols.
- c. The plan should identify staff trained in de-escalation methods.
- d. The plan shall provide protocols for routine and emergency communications with first responders.
- e. The final safety and security plan shall be approved by the Redmond Police Department.

7. *Community Relations.*

- a. In the planning phase, the operator shall consider how the site will involve, interact with, and impact facility residents, community neighbors, and businesses. Operators shall develop strategies and policies concerning:
 - i. Public safety and neighborhood responsiveness;
 - ii. Community engagement;
 - iii. Dispute resolution; and
 - iv. Equity and social justice.
- b. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach shall be developed, implemented, and periodically reviewed, and will be referred to as a "community relations plan."
- c. The plan shall document expectations drafted in consultation with the local community, site operators, service providers, those with lived experience of homelessness, and city representatives.
- d. The plan shall address site upkeep and maintenance, on-street parking and vehicle camping.
- e. The plan shall identify a "neighborhood liaison," a staff person who has been designated to be a visible and friendly ambassador for the housing facility, nurture respectful relationships among community members, attend community events, and receive and respond to neighbor complaints in a timely manner.
- f. The plan shall identify process for dispute resolution.
- g. The plan shall be approved by the Director of Planning and Community Development.

8. *Parking Management Plan.* An approved parking management plan that includes a prohibition of car camping on site and in designated on-street parking shall be required.

(Ord. 3074)

Effective on: 2/12/2022

The Redmond Zoning Code is current through Ordinance 3074, passed February 1, 2022.

Disclaimer: The City Clerk's Office has the official version of the Redmond Zoning Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: www.redmond.gov](http://www.redmond.gov)

[Code Publishing Company](#)

- a. **Accommodation Personal Unless Similar Use Reestablished within Six (6) Months.** The accommodation provided shall be personal to the applicant and shall not run with the land; provided, however, that a change in a residential structure necessary to accommodate the operation of a residential care provider to the disabled may be continued by future operations of similar facilities at the site which establish the same use within six (6) months of the date the prior use by disabled persons or residential care provider ceases.
- b. **Structure May Be Required to Be Brought Back Into Compliance.** The Director may direct that any physical change in the structure which would otherwise be illegal under the Zoning Code, or other section of the SeaTac Municipal Code, be brought into compliance six (6) months after the date of sale or transfer of a residential structure to a person or entity not qualifying for the protections of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and the Washington Law Against Discrimination (WLAD). (Ord. 15-1018 § 1)

15.465.300 Bed and Breakfast Standards

A. **Application.** The provisions of this section shall apply to all bed and breakfast uses as defined in Chapter [15.105](#) SMC, Definitions.

B. Bed and Breakfast Requirements.

1. **Number of Guests.** Number of guests limited to six (6), with no more than three (3) bedrooms;
2. **Parking.** Parking area for three (3) nonresident vehicles, and screened;
3. **Health Department Approval.** Proof of King County Health Department approval;
4. **Meals Served.** Breakfast is only meal served for paying guest. (Ord. 15-1018 § 1)

15.465.350 Supportive Housing Facilities Standards

A. Purpose and Applicability.

1. The purpose of this section is to establish reasonable standards for the safe operation and appropriate siting of supportive housing facilities within the City of SeaTac, so as to protect public health and safety for both facility residents and the broader community. This section does not include regulations for community residential facilities regulated by SMC [15.465.400](#), homeless encampments regulated by SMC [15.475.050](#), and accessory religious use facilities.

As defined in Chapter [15.105](#) SMC, “supportive housing facilities” includes emergency housing, emergency shelters, permanent supportive housing, and transitional housing in buildings or other permanent structures.

2. Supportive housing facilities that house residents with less complex needs are allowed in all residential districts, provided they are of a similar scale as surrounding development. As the needs of residents increase and/or the size of the facilities increase, such facilities should be located within areas of the City that allow increasing intensity of use and are in proximity of services in accordance with state law.

B. Performance Standards.

1. General Requirements for All Supportive Housing Facilities (“Facilities”).

a. General.

i. When a site includes more than one (1) type of supportive housing facility, the more restrictive requirements of this section shall apply.

ii. Specific needs of each facility will be reviewed through the conditional use permit process in SMC [15.115.020](#). The decision maker may relax one (1) or more of the standards in this subsection, only when the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe facility with minimal negative impact to the host community under the specific circumstances of the application. In considering whether the modification should be granted, the decision maker shall first consider the effects on the health and safety of facility residents and the neighboring communities. Modifications will not be granted if the adverse impact on residents of the facility and/or neighboring communities will be greater than without such modification. The burden of proof is on the applicant.

iii. All supportive housing facilities must comply with the provisions of the Building and Construction Code under SMC Title [13](#) and are subject to the provisions of crime prevention through environmental design (CPTED) under SMC Title [17](#).

b. Site and Transit.

i. Facilities shall match the bulk and scale of residential uses allowed in the zone where the facility is located. The design, construction, appearance, physical integrity, and maintenance of the facility shall provide an environment that is attractive,

sustainable, functional, appropriate for the surrounding community, and conducive to tenants' stability.

- ii. If provided, exterior lighting must comply with Chapter [17.20](#) SMC and SMC [15.510.150](#) and be directed downward, and glare must be contained within the facility site to limit the impact on neighboring properties.
- iii. The minimum number of off-street parking spaces required for each facility will be determined by the decision maker through the approval process taking into consideration factors such as the potential number of residents, site constraints, and impact on the surrounding neighborhood.
- iv. A description of transit, pedestrian, and bicycle access from the subject site to services must be provided at time of application by the sponsor and/or managing agency.

c. Facility Operations.

- i. The sponsor or managing agency shall comply with all federal, state, and local laws and regulations, including King County Department of Health regulations. The sponsor or managing agency shall be subject to inspections by local agencies and/or departments to ensure such compliance and shall implement all directives resulting therefrom within the specified time period.
- ii. Service providers must exercise reasonable and appropriate on-site supervision of facilities and program participants at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- iii. The sponsor or managing agency must provide an operation plan at the time of the application that adequately addresses the following elements:
 - (A) Name and contact information for key staff;
 - (B) Roles and responsibilities of key staff;
 - (C) Site/facility management, including security policies and an emergency management plan;

- (D) Site/facility maintenance;
- (E) Occupancy policies, including resident responsibilities and a code of conduct that address, at a minimum, the use or sale of alcohol and illegal drugs, threatening or unsafe behavior, and weapon possession;
- (F) Provision for human and social services, including staffing plan, credentials or certification, and outcome measures;
- (G) Outreach with surrounding property owners and residents and ongoing good neighbor policy; and
- (H) Procedures for maintaining accurate and complete records.

- iv. Sponsors or managing agencies shall demonstrate applicable experience providing similar services to people experiencing homelessness.
- v. Sponsors or managing agencies shall demonstrate a stable funding source for the facility and any on-site or off-site human and social services offered as part of the operations plan.
- vi. Managing agencies and the SeaTac Police Department (SPD) shall establish reasonable requirements for appropriate access and coordination for the subject facility and its residents.

2. **Additional Requirements for Emergency Housing and Emergency Shelters.** In addition to the requirements under subsection (B)(1) of this section, emergency housing and emergency shelters are required to comply with the following:

a. **Facility Standards.**

- i. Facilities shall not be located closer than one thousand seven hundred fifty (1,750) feet to an elementary-middle school, high school, public park, library, community center, or other emergency housing or emergency shelter facility. For the purposes of this subsection, distance shall be measured in a straight line between the closest property line of the existing facility or school and the closest property line of the proposed facility.
- ii. In residential zones, no more than one (1) adult bed per two hundred fifty (250) square feet of floor area is allowed per facility, up to eighty (80) residents. For the

purposes of this section the following zones are considered residential zones: UL, UM, UH, UH-UCR, T, MHP.

iii. In all other zones, no more than one (1) adult bed per thirty-five (35) square feet of floor area is allowed per facility, up to eighty (80) residents.

b. Facility Operations.

i. In residential zones, and in order to maintain the residential nature of the facility, residents must be screened off-site by providers of housing and services for people experiencing homelessness.

ii. Trash receptacles must be provided in multiple locations throughout the facility and site. A regular trash patrol in the immediate vicinity of the site must be provided.

iii. Residents and staff must comply with all King County Health Department requirements related to food donations.

iv. No children under the age of eighteen (18) are allowed to stay overnight in the facility, unless accompanied by a parent or guardian, or unless the facility is licensed to provide services to this population. If a child under the age of eighteen (18) without a parent or guardian present attempts to stay in a facility not specifically licensed for providing housing to youth, the sponsor and/or managing agency shall immediately contact Child Protective Services and actively endeavor to find alternative housing for the child.

v. No person under court supervision or under sex offender registration requirements can receive services from a provider, unless providing such services is consistent with the laws, regulations, and/or supervisory requirements related to such persons.

c. Facility Services.

i. Residents shall have access to the following services on site; if not provided on site, transportation shall be provided:

(A) For all facilities, medical services, including mental and behavioral health counseling.

(B) For emergency housing facilities, access to resources on obtaining permanent housing and access to employment and education assistance.

(C) For emergency shelter facilities, substance abuse assistance.

ii. All functions associated with the facility, including adequate waiting space, must take place within a building or on the site proposed to house the facility.

iii. The number of toilets and other hygiene facilities required for each facility will be determined by the decision maker on a case-by-case basis in consultation with the King County Health Department after a review of factors such as the potential number and composition of residents.

iv. Facilities serving more than five (5) residents shall have dedicated spaces for residents to meet with service providers.

v. The sponsor or managing agency shall coordinate with the homelessness service providers for referrals to their program and with other providers of facilities and services for people experiencing homelessness to encourage access to all appropriate services for their residents.

3. Additional Requirements for Permanent Supportive and Transitional Housing. In addition to the requirements under subsection (B)(1) of this section, permanent supportive housing and transitional housing are required to comply with the following:

a. Facility Standards.

i. Individual facilities shall not have more than eighty (80) dwelling units and are subject to the density standards of residential uses allowed in the zone where the facility is located.

ii. The multi-family housing design standards of Chapter [15.510](#) SMC shall apply to all facilities with more than five (5) dwelling units.

b. Facility Services.

i. All residents shall have access to appropriate cooking and hygiene facilities.

ii. Facilities serving more than five (5) dwelling units shall have dedicated spaces for residents to meet with service providers.

iii. Residents shall have access to the following services on site or shall be provided transportation to such services by the sponsor or managing agency:

(A) Medical services, including mental and behavioral health counseling.

(B) Employment and education assistance. (Ord. 21-1031 § 10)

15.465.400 Community Residential Facilities Standards

A. **Application.** The provisions of this section shall apply to all “group homes” in the City of SeaTac, which are classified as “community residential facilities (CRF).”

1. Community residential facilities include all uses as defined by Chapter [15.105](#) SMC, Definitions, including housing for persons with disabilities, children and domestic abuse shelters.

2. CRFs do not include the following uses as defined by Chapter [15.105](#) SMC, Definitions, including emergency housing, emergency shelters, halfway houses, or facilities providing alcohol and drug detoxification (defined as convalescent centers). Transitional housing is also classified as a separate use, unless such housing is for victims of domestic violence, for children, for the disabled, or is a small-scale transitional housing facility. Permanent supportive housing is also classified as a separate use, unless such facility is a small-scale permanent supportive housing facility. Secure community transition facilities are neither group homes nor transitional housing.

B. **CRF Requirements.** CRFs are divided into two (2) categories, I or II, based on size and occupancy.

1. Community Residential Facilities I (CRF I).

a. **Occupancy Limits.** CRF I may house up to five (5) residents plus two (2) caregivers, with the special exception that state-licensed adult family homes and foster family homes are exempt from the City’s numerical limit.

b. **Occupancy Limit Exceptions.** Additionally, special exceptions to the limit on the number of occupants of a CRF I may be granted for persons with disabilities pursuant to the accommodation procedure provided in SMC [15.465.200](#), Accommodation of Persons with Disabilities.

c. **Appearance.** In the single-family zone, CRF I are required to be a single-family structure compatible with the surrounding area. In the low-density multi-family zone, CRF I are required to maintain residential character.



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: July 11, 2022

To: Honorable Mayor and City Council

From: Stephen R. Burns, City Manager

Subject: City Manager Report – June 2022

1. Medina Days – Continuing to coordinate with the chair/organizer for Medina Days 2022. The events set for this year's Medina Days will be Concert-in-the-Park on Tuesday, August 9 and on Sunday, August 14 Overlake Golf and Country Club will host Hot Cakes and Hot Cars. More information will be shared with the community as the event gets closer.
2. State Route 520 Expansion Joint – University of Washington will be performing a test of their system at the SR 520 Bridge closure in July. They will re-evaluate and perform additional tests during bridge closures in August and September. They will be sharing details of the tests with WSDOT and Medina. Their final report will go to the Washington State Legislator in December 2022.
3. City Manager Transition – On July 1, Jeff Sass was appointed as the Chief of Police for Medina. Chief Sass has been serving as the acting police chief since January 2022, while I was interim city manager. Chief Sass has done an excellent job of managing the police department and will do a great job in the permanent role.
4. Bellevue Fire Report – Bellevue Fire Department is providing a list of calls they respond to in the City of Medina. Attached is the list of the types of incidents and the number of times they responded to Medina in June 2022.



MEDINA POLICE DEPARTMENT



DATE: July 11, 2022
TO: City Manager Stephen R. Burns
FROM: Chief Jeffrey R. Sass
RE: Police Department Update – June 2022

The following is a summary highlighting some of the Medina Police Department activity in June 2022.

Follow up:

Nothing to report.

Multiple Events at Medina Elementary: On June 15th, Officer Halverson assisted with escorting the fifth graders on their walk from Medina Elementary to Overlake Golf Course for their fifth-grade graduation party. On June 20th, Officer Halverson attended Field Day at Medina Elementary and used the speed gun to measure the speed of the baseball as students practiced their pitching skills.



Medina Officers to Train with Bellevue School District Security: The Medina Police Department Firearms Training Division is working in conjunction with Bellevue School District Security personnel to coordinate safety and security measures at the area schools in the event of an emergency response. Officers will work with security to determine the methods employed by school personnel prior to the arrival of law enforcement to ensure the safest and best possible outcome in the event of a threat to the schools.

Marine Patrol: Sergeant Schumacher with the Mercer Island Marine Patrol reported that the month of June was a busy month for their units. They started their regular two-boat patrol Friday through Sunday. They've seen lower than expected numbers of boats out and have been making approximately 20 contacts a day. Fairweather Bay and Cozy Cove have been relatively calm and have seen just boats enjoying the water. A lot of the contacts have been passing through those areas, waving, and saying "hi" to everyone. Most of their vessel stops have been around the 520 bridge for wake violations. Residents and WSDOT asked that they spend a little extra time in that area to help decrease the speed of vessels through that area. July 1st was also the date for new vessel registration to be seen on vessels.

No major events or incidents and they are hoping it stays that way. There have been media outlets on the boats to promote water safety and safe boating. They have also been keeping up on hosing off the swim platform at Medina Beach for the weekends.

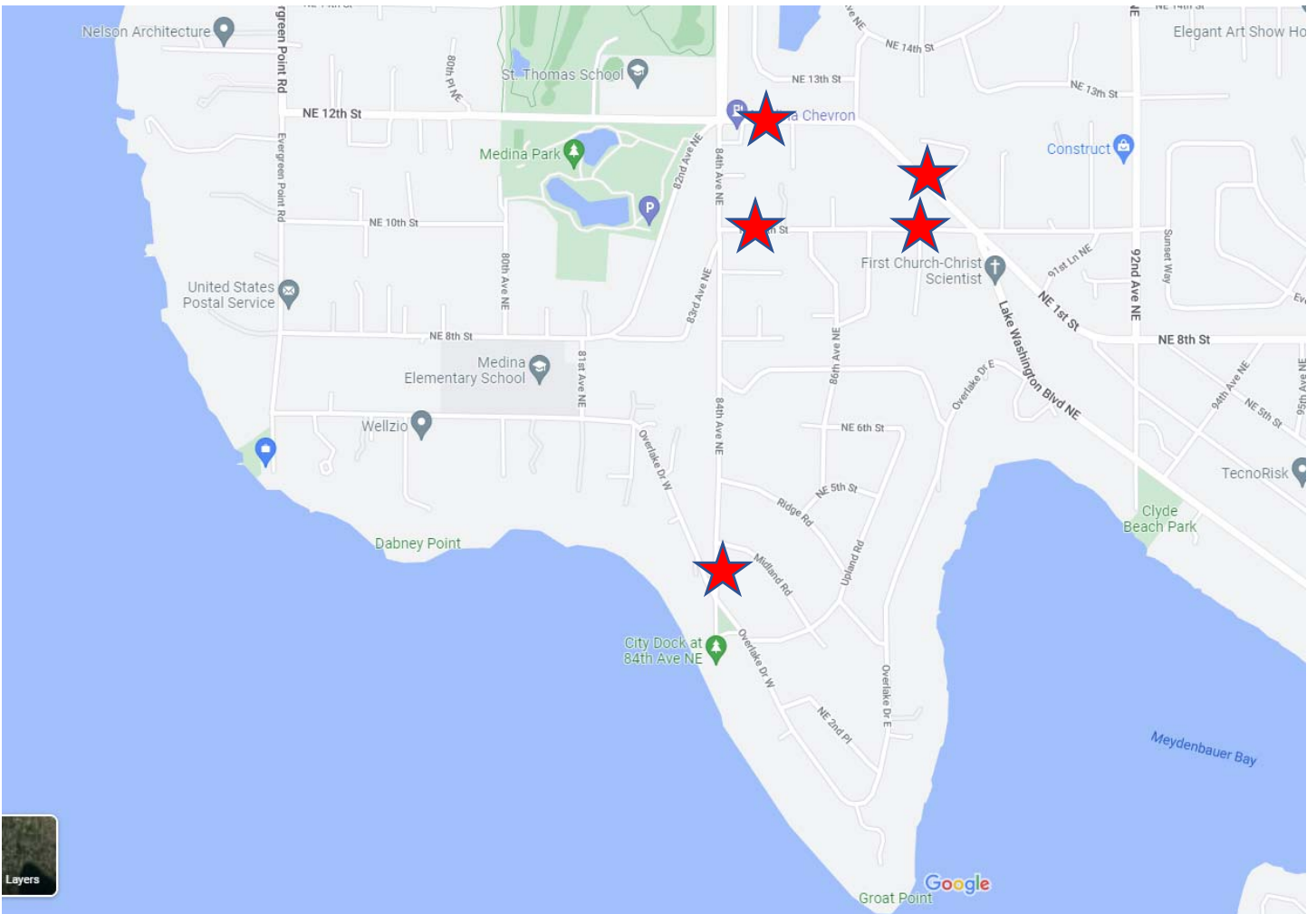
Residents are encouraged to call the non-emergency line for Police to report issues on the water that are not emergent or call our desk line at 206-275-7953.

Medina Thermoplastic Road Marking Locations:

Nine New Thermoplastic Road Markings:

- 8600 block of Lake Washington Boulevard NE (both directions of travel)
- 1900 block of 77th Avenue NE (southbound)
- 2000 block of 77th Avenue NE (northbound)
- 3100 block of Evergreen Point Road (northbound)
- 8400 block of NE 12th Street (eastbound)
- 8500 block of Overlake Drive West (westbound)
- 8400 block of NE 10th Street (eastbound)
- 8800 block of NE 10th Street (westbound)

Thermoplastic Road Markings Locations



Save the Date:

Seafair and Medina Days are just around the corner as summer approaches.

Seafair: August 5 - 7

Medina Days:

- Concert in the park – August 9
- Hot Cakes & Hot Cars (Overlake Golf & Country Club – August 14



MEDINA POLICE DEPARTMENT
Jeff Sass, Chief of Police
MONTHLY SUMMARY
JUNE 2022



FELONY CRIMES

Threats **2022-00002597** **06/27/2022**
 An officer was made aware of threats being made in the 8300 Blk of NE 12th St. via email. The responding officer contacted multiple state and federal intelligence agencies and determined that the likelihood of the threats being credible were minimal. Additional monitoring will be conducted to ensure the safety of the subject of the threats, but the investigation yielded no credible danger.

Burglary **2022-00002636** **06/30/2022**
 A resident in the 600 Blk of 84th Ave NE contacted the Police Department for a report of a burglary that occurred during the night. The home is currently under construction and approximately \$10,000 worth of tools were stolen from the site. No suspects at this time.

MISDEMEANOR CRIMES

Trespass **2022-00002287** **06/04/2022**
 A Police Officer was dispatched to the 7400 Block of NE 18th St for a report of an unwanted subject. The subject was contacted, and a Trespass Warning Letter was issued to the subject.

OTHER

Mental **2022-00002503** **06/22/2022**
 The nightshift officer was on the lookout for a recently stolen vehicle that was reported out of a Bellevue car dealership and last seen traveling toward Medina. The officer observed the vehicle driving into Medina and contacted the driver in the 2400 Blk of Evergreen Point Road. The vehicle was returned to the dealership and the driver was taken into protective custody and transported to the hospital for mental health treatment and evaluation.



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

City of Medina



June 2022 - Monthly Report

CRIMES	Current Month	YTD 2022	YTD 2021	Year-End 2021
Burglary	1	5	6	13
Vehicle Prowl	0	4	6	13
Vehicle Theft	0	3	0	2
Theft (mail & all other)	1	5	8	15
ID Theft/Fraud	1	6	6	11
Malicious Mischief (Vandalism)	0	4	4	6
Domestic Violence/Violation of No Contact Order	0	4	3	10
Disturbance, Harassment & Non-DV Assault	1	5	6	17
TOTAL CRIMES	4	36	39	87

COMMUNITY POLICING	Current Month	YTD 2022	YTD 2021	Year-End 2021
Drug Violations - Referrals to Treatment	0	0	0	1
Community Assists	13	62	48	116
House Watch Checks	53	301	244	548
School Zone	16	126	131	304
Mental Health	3	12	20	49
TOTAL ENFORCEMENT	85	501	443	1018

TRAFFIC	Current Month	YTD 2022	YTD 2021	Year-End 2021
Collisions				
Injury	0	0	0	0
Non-Injury	1	4	10	18
Non-Reportable	0	0	N/A	N/A
Traffic Stops				
Citations/Infractions/Parking	30	161	82	171
Warnings	157	767	839	1808
Directed Patrol	12	75	357	488
TOTAL TRAFFIC	200	1007	1288	2485

CALLS FOR SERVICE	Current Month	YTD 2022	YTD 2021	Year-End 2021
Animal Complaints	9	29	17	33
Residential Alarms	23	132	114	242
Missing Person	0	1	7	9
Suspicious Activity/Area Check	13	112	138	304
Medical Call/Assist Fire Department	4	20	22	47
Juvenile (underage party, substance use, etc.)	0	2	8	11
TOTAL SERVICE	49	296	306	646

**This report does not include all calls for service handled by Medina Police Officers. It is meant to be an overview of general calls for service within the specified reporting period.*



MEDINA POLICE DEPARTMENT
Jeff Sass, Chief of Police
MONTHLY SUMMARY
JUNE 2022



FELONY CRIMES

Nothing to report.

MISDEMEANOR CRIMES

Disturbance **2022-00002297** **06/05/2022**
 A Police Officer was dispatched to the 8500 Blk of Hunts Point Lane for a report of a disturbance which started as a verbal altercation and turned into a physical altercation. The involved parties were able to resolve their issue without incident.

Malicious Mischief **2022-00002390** **06/12/2022**
 A Police Officer was dispatched to the 8300 Blk of Hunts Point Circle for a report of a mailbox that was broken into. Unknown if any mail was taken at the time of the incident. No suspects at this time.

Trespass **2022-00002411** **06/14/2022**
 A Police Officer was dispatched to the 3100 Blk of Fairweather Place for a report of a female entering an occupied home without permission. The female appeared to be under the influence of an unknown drug and was experiencing mental health issues. The individual was transported out of the area without issue.



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

Town of Hunts Point



June 2022 - Monthly Report

CRIMES	Current Month	YTD 2022	YTD 2021	Year-End 2021
Burglary	0	0	0	1
Vehicle Prowl	0	0	1	1
Vehicle Theft	0	0	1	2
Theft (mail & all other)	1	2	1	3
ID Theft/Fraud	0	1	1	1
Malicious Mischief (Vandalism)	1	2	1	2
Domestic Violence/Violation of No Contact Order	0	1	2	2
Disturbance, Harassment & Non-DV Assault	1	3	1	1
TOTAL CRIMES	3	9	8	13

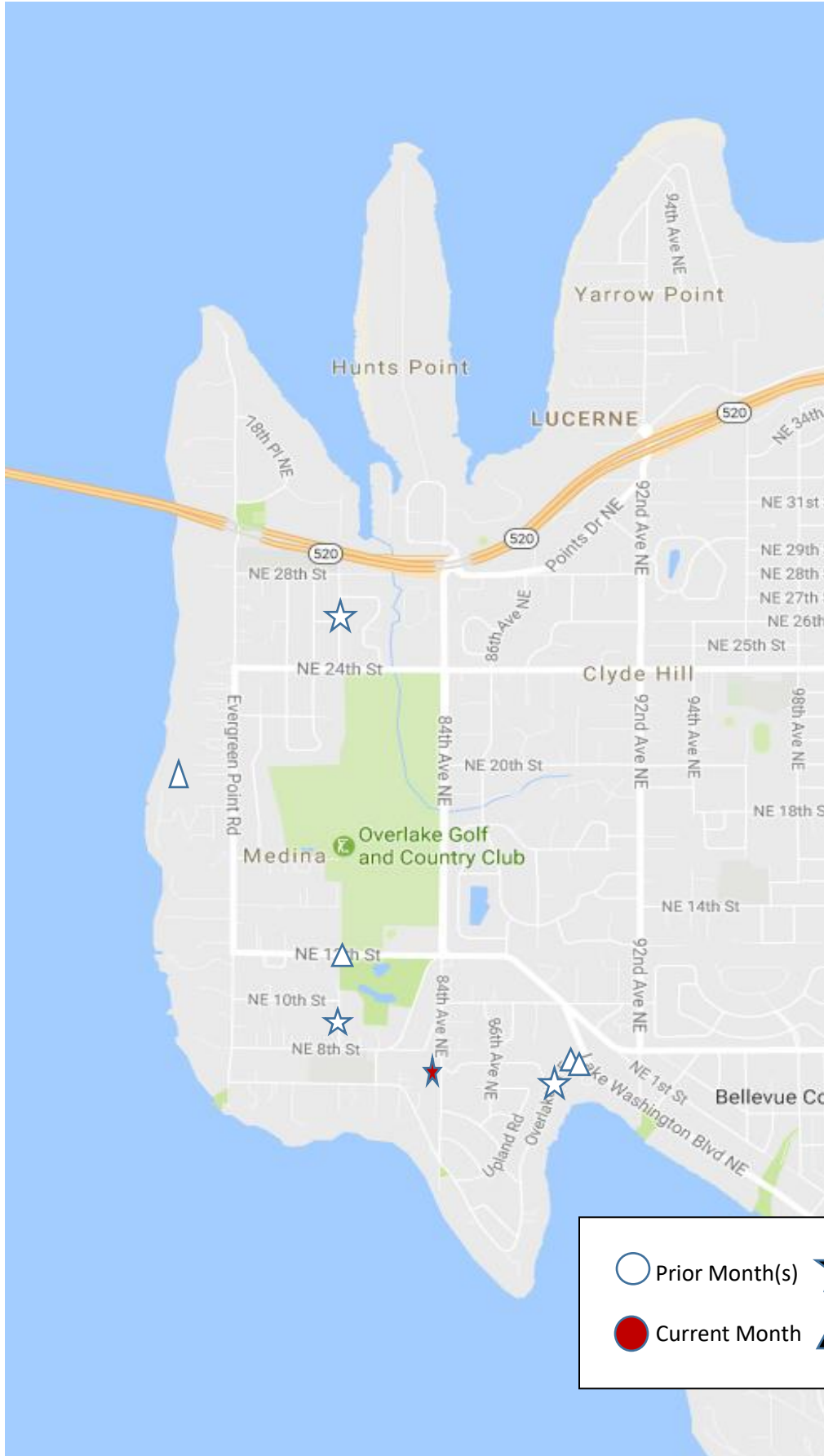
COMMUNITY POLICING	Current Month	YTD 2022	YTD 2021	Year-End 2021
Drug Violations - Referrals to Treatment	0	0	0	0
Community Assists	4	8	5	11
House Watch Checks	2	33	37	66
Mental Health	0	3	5	5
TOTAL ENFORCEMENT	6	44	47	82

TRAFFIC	Current Month	YTD 2022	YTD 2021	Year-End 2021
Collisions				
Injury	0	0	0	0
Non-Injury	0	0	0	1
Non-Reportable	0	0	0	0
Traffic Stops				
Citations/Infractions/Parking	7	47	8	28
Warnings	18	121	78	187
Directed Patrol	4	23	26	38
TOTAL TRAFFIC	29	191	112	254

CALLS FOR SERVICE	Current Month	YTD 2022	YTD 2021	Year-End 2021
Animal Complaints	0	1	0	5
Residential Alarms	3	18	10	24
Missing Person	0	0	0	0
Suspicious Activity/Area Check	1	7	18	33
Medical Call/Assist Fire Department	0	3	2	2
Juvenile (underage party, substance use, etc.)	0	0	0	1
TOTAL SERVICE	4	29	30	65

*This report does not include all calls for service handled by Medina Police Officers. It is meant to be an overview of general calls for service within the specified reporting period.

2022 Burglaries & Vehicle Prowls Medina & Hunts Point





CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: July 11, 2022
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Steven R. Wilcox, Development Services Department Director
Subject: Development Services Department Monthly Report

Permit Activity and Development Services Fund

Local construction industry professionals such as architects, engineer's, and contractors remain busy which is one indicator of future work for the Development Services Department.

The first half of 2022 has presented us with unusual permit application activity. The first quarter of 2022 was very slow when it is normally busy. April and May saw an increase in activity, but June has been slow again. These trends do not match historic expectations.

One marker for activity is permit valuation. Permit value is what we use to calculate building permit fees from and is not necessarily a reflection of market value, or construction cost. The Monthly Issued Permit Report for June 2022 is provided for your review. Our 2022 year to month permit value is now behind that of the same time in 2021 by about 11%.

We continue to watch construction activity carefully as it has effect on our workload and department budgeting.

Planning Commission

By Stephanie Keyser, Planning Manager

Planning Commission held a public hearing on average grade at their June 21st meeting however no vote was made. The Commissioners discussed keeping Medina Heights with an original grade calculation of height and applying average grade to the rest of the city. As this process would complicate the code instead of simplifying it, staff is of the opinion that more data is needed to help inform Planning Commission's recommendation. Staff is looking into cost and feasibility of having a third party do an analysis of previous building permits to determine what the difference in height would be under average grade.

The July Planning Commission has been cancelled.

Advanced Deposit

An Advanced Deposit (“AD”) is an additional amount of money that is accepted by Development Services with certain permit applications to help pay for the associated work of our professional services consultants. The AD is above the permit costs charged for Grading and Drainage, and for Tree Activity permits. There is a separate AD for each Grading and Drainage and for Tree Activity permits. The AD process is very important to how Development Services operates.

The AD allows for relatively small permit fees to be charged. Larger projects have more expense to Medina with costs of service normally exceeding the permit fees we charge for Grading and Drainage and Tree Activity permits. Based upon a monthly review of consultant invoices our staff deduct from individual permit applicants AD accounts. If an AD account gets low we ask for it to be re-filled. At the end of a project we refund the remaining AD that may be left in the account. The AD process allows for the more expensive projects to pay for their actual costs to Medina and not require us to have high fees which would effectively capture all sizes of projects.

The AD process as it is currently configured has been in existence since 2010. Prior to 2010 Development Services issued invoices for consultant charges which exceeded permit fees. The AD process requires code updates and process revisions for it to operate better. Proposals for changes to the AD process will come to Council for consideration in the Fall 2022.

Development Services Fund

2022 is the first year that Development Services has had its own fund separate from the General Fund.

While as mentioned above the permit valuation marker is behind last year by about 11% through June, revenues for the DS Fund are also behind budgeted amount. I believe that our Finance Director is providing you with current revenue and expense data through June 2022.

It is likely that there will need to be a budget amendment request for 2022. What a 2022 budget amendment request would mean is not yet known. There will be a review of data kept by Development Services of Advanced Deposits (AD) vs. invoices received. The net of AD amounts deducted will change the actual budget data that is shown in reporting. With this net amount, and with a better idea of where permitting is going into the last of 2022 we will know what a budget amendment should look like. However, permit activity predictions are difficult this year so an evaluation of comparative trends will be graphed for discussion.

Tree Management Code Enforcement

Enforcement of our Medina Tree Management Code is a significant part of what Development Services does on a regular basis. This time of year many residents are interested in tree removals on their property, or within the public right of way. Some residents do not apply for tree removal permits and go ahead with the work. Removal of trees without permits creates code enforcement actions. Please see our Tree Code Consultants' June 2022 reports provided for properties under development permits, for properties not under development, and tree removal code enforcement.

Development Services Committee

The Development Services Committee (DSC) met in June. The DSC heard a presentation by Blueline regarding their Comprehensive Plan Update services proposal. The DSC agreed that Blueline is qualified. Blueline and our Planning Manager were asked to work on a Scope of Work as part of the proposed professional services agreement.

As of today the professional services agreement is not completed. It is anticipated that Council will see the Blueline contract proposal at the September 2022 regular meeting.

The DSC also met on July 5th to pre-review our Planning Manager's presentation to Council on the Tree Code update.

Additionally, at the July 5th meeting the DSC discussed the status of the Planning Commission's work to evaluate converting the legacy original grade method of determining building height to another method. As mentioned in the Planning Manager's report (above) there is a need for additional comparative data. There needs to be a comparison of the methods and the results of the existing original grade determination vs. a new method. There is a potential for altering building height by changing the way that height is measured so knowing the facts is important in order to make a decision.

Code Enforcement

Please see the May 2022 Code Enforcement report provided. The report shows much of the monthly code enforcement activity performed by Development Services. We perform many investigations either reactively by complaint, or proactively because of things we notice such as construction parking in the public right of way or advertising signs.

Garbage/Recycle Containers

We prepared a reminder notice which will be applied to garbage and recycle containers that are left out too long in violation of our Municipal Code. The goal of the reminder notice is code compliance. We also hope to receive inquiries so we will have opportunity to talk with residents.

We are trying to make a difference in container enforcement without over-burdening Development Services staff.

City of Medina Reminder

Please move your bin(s) onto your property as required by our Medina Municipal Code.

Garbage, yard waste, and/or recycling bins are allowed to be placed within the public right-of-way for no longer than a maximum of 24-hours surrounding the designated date and collection or pickup time of the bin owner's municipal waste service. Section 12.28.020(I) Medina Municipal Code.

**Direct questions to Rob Kilmer,
Medina Deputy Building Official
rkilmer@medina-wa.gov
425-233-6413**



Monthly Issued Permit Report

June, 2022

Page 1 of 1

Report run on: 07/01/2022 01:16 PM

Construction Value:	June 2022	June 2021	2022 YTM	2021 YTM	Difference
Accessory Structure	-	-	\$70,000.00	-	\$70,000.00
Addition / Alteration	\$355,589.97	\$785,000.00	\$2,539,541.59	\$5,805,622.94	(\$3,266,081.35)
Fence / Wall	\$31,200.00	\$264,200.00	\$139,900.00	\$346,300.00	(\$206,400.00)
New Construction	-	\$4,500,000.00	\$20,117,837.00	\$19,528,588.00	\$589,249.00
Repair / Replace	-	-	-	-	\$0.00
Wireless Comm. Facility	-	-	\$70,000.00	-	\$70,000.00
Total Value:	\$386,789.97	\$5,549,200.00	\$22,937,278.59	\$25,680,510.94	(\$2,743,232.35)

Permits Issued:	June 2022	June 2021	2022 YTM	2021 YTM	Difference
New Construction	-	1	10	10	0
Permit Extension	3	1	23	26	(3)
Accessory Structure	-	-	1	-	1
Addition / Alteration	1	3	13	22	(9)
Construction Activity Permit	2	3	15	17	(2)
Demolition	-	1	6	15	(9)
Fence / Wall	2	3	8	9	(1)
Grading / Drainage	2	1	12	15	(3)
Mechanical	8	8	59	48	11
Other - Moving	-	-	-	-	0
Plumbing / Gas	10	11	37	45	(8)
Repair / Replace	-	-	-	-	0
Reroof	-	-	-	-	0
Right of Way Use	7	2	44	40	4
Tree Mitigation	4	9	29	40	(11)
Wireless Comm. Facility	-	-	1	-	1
Total Permits:	39	43	258	287	(29)

Inspections:	June 2022	June 2021	2022 YTM	2021 YTM	Difference
Building	96	107	575	499	76
	22	32	125	144	(19)
Engineering/Other	7	5	47	21	26
Tree	7	5	35	17	18
Total Inspections:	132	149	782	681	101

Monthly Applications Submitted

06/01/2022 – 06/30/2022

Permit Type	Submitted Date	Permit Number	Total Valuation	Address
B-ACCST	06/16/2022	B-22-040	\$40,000.00	8417 NE 12TH ST
TOTAL B-ACCST:	1		\$40,000.00	
B-FENCE	06/09/2022	B-22-086	\$3,500.00	2005 EVERGREEN POINT RD
B-FENCE	06/14/2022	B-22-087	\$15,000.00	2604 79TH AVE NE
B-FENCE	06/22/2022	B-22-088	\$16,200.00	2410 76TH AVE NE
B-FENCE	06/23/2022	B-22-089	\$7,000.00	3244 76TH AVE NE
B-FENCE	06/24/2022	B-22-090	\$4,248.00	7725 NE 8TH ST
B-FENCE	06/29/2022	B-22-091	\$17,000.00	7648 NE 12TH ST
TOTAL B-FENCE:	6		\$62,948.00	
B-GAS	06/01/2022	G-22-016		8425 RIDGE RD
B-GAS	06/10/2022	G-22-017		8424 NE 10TH ST
B-GAS	06/14/2022	G-22-018		2450 78TH AVE NE
B-GAS	06/14/2022	G-22-019		7811 NE 10TH ST
B-GAS	06/15/2022	G-22-020		633 81ST AVE NE

B-GAS	06/21/2022	G-22-021		1312 Evergreen point rd
TOTAL B-GAS:	6		\$0.00	
B-MECHANICAL	06/03/2022	M-22-063		7715 NE 22ND ST
B-MECHANICAL	06/03/2022	M-22-064		1024 84TH AVE NE
B-MECHANICAL	06/09/2022	M-22-065		1859 EVERGREEN POINT RD
B-MECHANICAL	06/14/2022	M-22-066		2039 79th Ave NE
B-MECHANICAL	06/15/2022	M-22-067		633 81st Avenue NE
B-MECHANICAL	06/21/2022	M-22-068		7811 NE 10TH ST
B-MECHANICAL	06/21/2022	M-22-069		2401 82ND AVE NE
B-MECHANICAL	06/22/2022	M-22-070		7319 NE 18TH ST
TOTAL B-MECHANICAL:	8		\$0.00	
B-PLUMBING	06/08/2022	P-22-033		8425 RIDGE RD
B-PLUMBING	06/08/2022	P-22-034		1686 77TH AVE NE
B-PLUMBING	06/22/2022	P-22-036		2039 77TH AVE NE
B-PLUMBING	06/22/2022	P-22-037		7858 NE 14TH ST
TOTAL B-PLUMBING:	4		\$0.00	

B-POOL/SPA	06/07/2022	B-22-084	\$350,000.00	2005 EVERGREEN POINT RD
TOTAL B-POOL/SPA:	1		\$350,000.00	
B-ROOF	06/07/2022	B-22-083		2611 EVERGREEN POINT RD
TOTAL B-ROOF:	1		\$0.00	
CAP - CONSTRUCTION ACTIVITY PERMIT	06/22/2022	CAP-22-012		2835 EVERGREEN POINT RD
CAP - CONSTRUCTION ACTIVITY PERMIT	06/07/2022	CAP-22-019		7640 NE 8TH ST
CAP - CONSTRUCTION ACTIVITY PERMIT	06/09/2022	CAP-22-020		1611 EVERGREEN POINT RD
CAP - CONSTRUCTION ACTIVITY PERMIT	06/09/2022	CAP-22-021		2005 EVERGREEN POINT RD
TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:	4		\$0.00	
ENG-GRADING/DRAINAGE	06/16/2022	ENG-GD-22-015		2005 EVERGREEN POINT RD
ENG-GRADING/DRAINAGE	06/22/2022	ENG-GD-22-016		1835 73RD AVE NE
TOTAL ENG-GRADING/DRAINAGE:	2		\$0.00	
P-SEPA EXEMPTION	06/17/2022	P-22-035		8000 NE 16TH ST
TOTAL P-SEPA EXEMPTION:	1		\$0.00	
P-SUBSTANTIAL DEV PERMIT EXEMPTION	06/13/2022	P-22-026		8847 NE 2ND PL
TOTAL P-SUBSTANTIAL DEV PERMIT EXEMPTION:	1		\$0.00	
PW-RIGHT OF WAY	06/13/2022	PW-ROW-22-048		8847 NE 2ND PL

PW-RIGHT OF WAY	06/02/2022	PW-ROW-22-055		2036 EVERGREEN POINT RD
PW-RIGHT OF WAY	06/06/2022	PW-ROW-22-057		8845 OVERLAKE DR W
PW-RIGHT OF WAY	06/09/2022	PW-ROW-22-058		8024 NE 8th Street
PW-RIGHT OF WAY	06/10/2022	PW-ROW-22-059		8632 NE 10TH ST
PW-RIGHT OF WAY	06/13/2022	PW-ROW-22-060		8649 Lake Washington Blvd NE
PW-RIGHT OF WAY	06/17/2022	PW-ROW-22-061		NE 2nd Pl and Overlake Dr. E
TOTAL PW-RIGHT OF WAY:	7		\$0.00	
TREE-ADMIN ROW TREE REMOVAL	06/08/2022	TREE-22-048		1306 EVERGREEN POINT RD
TOTAL TREE-ADMIN ROW TREE REMOVAL:	1		\$0.00	
TREE-NON ADMIN TREE ACTIVITY PERMIT	06/16/2022	TREE-22-050		2005 EVERGREEN POINT RD
TOTAL TREE-NON ADMIN TREE ACTIVITY PERMIT:	1		\$0.00	
TREE-PERFORMANCE	06/13/2022	TREE-22-049		827 80TH AVE NE
TREE-PERFORMANCE	06/29/2022	TREE-22-052		7863 NE 10TH ST
TOTAL TREE-PERFORMANCE:	2		\$0.00	
TREE-WITH BUILDING/DEVELOPMENT	06/24/2022	TREE-22-051		2226 79TH AVE NE
TOTAL TREE-WITH BUILDING/DEVELOPMENT:	1		\$0.00	
Total Permit Valuation Received	53		\$452,948.00	



June Code Enforcement Report

Report run on: 07/01/2022 01:28 PM

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-064	GENERAL	COMPLETED	Rob Kilmer	7611 NE 12TH ST	<p>Description: Oversized dumpster placed on jobsite that extends outside of the property boundaries.</p> <p>Action Taken: Messaged project Agents requiring that the dumpster be replaced with a smaller one.</p>
CC-2022-065	NOTICE OF VIOLATION	COMPLETED	Rob Kilmer	3244 76TH AVE NE	<p>Description: Construction in Right of Way without a permit.</p> <p>Action Taken: Notice of Violation sent to homeowner. Homeowner has removed pavers from Right of Way.</p>
CC-2022-066	STOP WORK ORDER	OPENED	Rob Kilmer	2036 Evergreen Point Rd.	<p>Description: Work initiated to regrade backyard of jobsite that requires review before it can proceed.</p> <p>Action Taken: Stop Work Order issued on this scope of work.</p>
CC-2022-067	GENERAL	COMPLETED	Rob Kilmer	8234 OVERLAKE DR W	<p>Description: Report of storm water issues caused by neighboring construction activities.</p> <p>Action Taken: A broken storm-drain pipe appeared to be the cause. The broken pipe was required to be swapped out with a flexible line and additional protections were added to prevent recurrence. The issue will continue to be monitored.</p>
CC-2022-068	CAP VIOLATION	COMPLETED	Rob Kilmer	2019 79TH AVE NE	<p>Description: Visibility barrier fence requires maintenance. Jobsite and Right of Way requires upkeep.</p> <p>Action Taken: Inspection correction notice issued to project Agent.</p>
CC-2022-069	SIGN VIOLATION	COMPLETED	Rob Kilmer	2039 77TH AVE NE	<p>Description: Commercial sign displayed on visibility barrier fence of construction site.</p> <p>Action Taken: Notified project Agent and Site Manager that the sign must be removed by end of day.</p>
CC-2022-070	GENERAL	COMPLETED	Rob Kilmer	2410 76TH AVE NE	<p>Description: Tree cutting activity observed at site with work vehicles obstructing ROW.</p> <p>Action Taken: Confirmed that the work was covered by an issued Tree Permit. Had workers move vehicles to remove obstruction of the ROW.</p>

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-071	GENERAL	COMPLETED	Rob Kilmer	508 UPLAND RD	<p>Description: Report of construction-related equipment in right-of-way.</p> <p>Action Taken: Visited site. An excavator had broken a gas service pipe and called PSE to shut it off. Remained onsite until the service had been shut off and equipment was moved out of the right-of-way.</p>
CC-2022-072	GENERAL	COMPLETED	Rob Kilmer	8001 Overlake Drive West	<p>Description: Report of vehicle parked on shoulder, walking path, and landscaped area of right-of-way.</p> <p>Action Taken: Vehicle did not appear related to construction activity. Notified police department of vehicle and location.</p>
CC-2022-073	GENERAL	COMPLETED	Rob Kilmer	8845 OVERLAKE DR W	<p>Description: Observed a clogged storm water catch basin in the roadway outside of this worksite.</p> <p>Action Taken: Informed site manager and grading and drainage inspector of the issue. Required that the catch basin filter bag be removed, cleaned, and replaced.</p>
CC-2022-074	GENERAL	COMPLETED	Rob Kilmer	7611 NE 12TH ST	<p>Description: Construction-related vehicle parked along right-of-way.</p> <p>Action Taken: Spoke with workers on site and determined that the vehicle was parked for an on-site meeting. Required that hazard flashers be turned on.</p>
CC-2022-075	GENERAL	COMPLETED	Rob Kilmer	7816 NE 12TH ST	<p>Description: Work-related vehicle parked along right-of-way.</p> <p>Action Taken: Determined that the vehicle was for emergency plumbing repair. No further action taken.</p>
CC-2022-076	SIGN VIOLATION	COMPLETED	Rob Kilmer	2402 82ND AVE NE	<p>Description: Commercial sign displayed in right-of-way.</p> <p>Action Taken: Removed sign and notified company regarding sign rules in the City.</p>
CC-2022-077	STOP WORK ORDER	OPENED	Rob Kilmer	7915 NE 24TH ST	<p>Description: Observed construction of a roof structure being built without required permits.</p> <p>Action Taken: Spoke with homeowner to issue a Stop Work Order.</p>



June Code Enforcement Report

Report run on: 07/01/2022 01:28 PM

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-078	GENERAL	COMPLETED	Rob Kilmer	8401 NE 12TH ST	<p>Description: Report of a possible illicit discharge caused by pressure washing work</p> <p>Action Taken: Visited site, observed work, spoke with owner. As the work does not involve soap and no chemicals or dirt is entering the storm drain, this work does qualify as an illicit discharge. I asked the owner to make sure solids are swept or shoveled away to ensure any water entering the storm system was free of debris.</p>
CC-2022-079	STOP WORK ORDER	OPENED	Rob Kilmer	2039 77TH AVE NE	<p>Description: Substantial destruction of structure has been performed, exceeding approved, issued permit's approved scope of work.</p> <p>Action Taken: Stop Work Order issued. Project Agent and manager have been notified to contact Building Official.</p>
CC-2022-080	SIGN VIOLATION	COMPLETED	Rob Kilmer	3315 Evergreen Point Road	<p>Description: Complaint regarding a real estate agent sign. Reporter felt that the sign had been up too long or was not related to a specific property site.</p> <p>Action Taken: Visited site and contacted real estate agents listed on the sign. The property is expected to close on July 12, 22. The agents will have the sign removed then. No further action taken.</p>

June 2022 - Development Project Permitted Tree Removal						
Request Type	Address	Request Date	# Trees Removed	Removed Tree Size	*Supplemental Required	Description
TREE-WITH BUILDING/DEVELOPMENT	3242 Evergreen Point Road	06.09.2022	9		0	Removed for construction, removal size 6,8,8,8,8,19,37,40 - trees within or adjacent to proposed development; 1 12" diameter tree removed dead
TREE-WITH BUILDING/DEVELOPMENT	3234 78th PI NE	05.10.2022	14		3	Removal size 6,6,7,8,8,8,9, 9,10,11,12, 14, 32, 38; trees within or adjacent to proposed development
TREE-WITH BUILDING/DEVELOPMENT	7617 NE 24th St	06.10.2022	2	10, 14	0	Two cherry trees to be removed from front property. Small site

June 2022 Non-Development Project and Code Enforcement Tree Removal Activity

Date Rec.	Type	Trees	Address	Permit	Status	Notes
5/18/2022	Tree Performance	Horsechestnut (20")	2410 76TH AVE NE	TREE-22-043	Issued	Application was complete. Permit issued. E-mailed rep ROW tree removal information. Development tree - Do not contact unless requested.
5/20/2022	TREE-ADMIN ROW TREE REMOVAL	Deodar Cedar (45")	1018 84TH AVE NE 1306 Evergreen	TREE-22-040	Complete	Submitted. Left over from Tom. Working with resident. Permit issued.
5/11/2022	Tree Performance	Douglas fir (23, 28, 32")	Point Rd	TREE-22-048	Issued	No "high" risk trees. Informed resident of permitting options. Permit issued. Tree would not be considered "high" risk or a nuisance. Informed resident of permitting options.
5/17/2022	Tree Performance		2405 80th Ave NE	TREE-22-044	Issued	Inspected site and the builder has followed approved plans.
4/18/2022	Risk Assessment Construction	Maple Trees along property	7851 NE 10th Street		Complete	High risk tree on private property. Contacted on 6/13/2022 to inform resident that they will need a tree activity permit. Contacted again on 6/16 informing resident the tree requires a permit.
4/13/2022	Inspection	line.	7721 N.E. 24th		Complete	
5/24/2022	Risk Assessment		7631 NE 14 th St		Open	
5/17/2022	Tree Permit Question				Complete	General tree removal question. General tree removal question. Plans to submit for tree removal.
5/24/2022	Tree Permit Question	Shore Pine			Complete	
6/1/2022	Tree Permit Question	Leyland Cypress	8826 NE 2nd Pl.		Complete	General tree removal question. Removal of four significant trees without permit.
5/31/2022	Removed trees without permit	Cherry (24, 19, 17, 15")	7863 NE 10th		Open	Letter written. Contacted homeowner on 6/9/2022 to request final inspection.
6/6/2022	Final tree removal inspection	Black Poplars (31, 38")	3211 Evergreen Point Rd	TREE-22-013	Open	
6/3/2022	PSE tree trimming				Complete	Informed of permit requirements.
6/20/2022	Tree Permit Question	Golden Willow (34")	647 Evergreen Point Rd		Complete	Willow had fallen due to root rot and overloading. Resting in lake Washington. Informed resident of a variety of options for either retention or removal.

6/21/2022	Final tree restoration inspection	7813 NE 10th Street	Tree-21-082	Complete	Site visit scheduled 6/29/22. Restoration requirements have been met.
6/21/2022	ROW Tree issue	304 Upland Rd		Open	Inspected subject trees on 6/29/22. Site visit scheduled 6/29/22. Met with homeowner and discussed tree permitting options.
6/24/2022	Nuisance tree	8925 Lake WA BLVD NE		Complete	



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: July 11, 2022
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Ryan Wagner, Finance & HR Director
Subject: June 2022 Financial Reporting

The June 2022 Reporting includes:

- June AP Check Register Activity Detail (Item 5.1)
 - Updates from Finance Department
 - June Cash Position Report
-

Key Items for June 2022:

Assistant Finance Director

- Position is Still Open and Accepting Candidates
- Temporary Help Still an Option

Finance Summary

- GENERAL FUND REVENUE
 - \$194K in property taxes, \$2.6M to date (another major deposit expected in the fall)
 - \$171K in sales tax revenue, \$917K to date (in line with budget)
- GENERAL FUND EXPENSES
 - \$360K for Bellevue Fire, 1st installment (1 of 2)

<u>2022 Beginning Cash Balance 5/31/2022</u>			<u>2022 Cash Balance, to date</u>		
TOTAL CASH & INVESTMENTS			TOTAL CASH & INVESTMENTS		
Period Ending: 5/31/2022			Period Ending: 6/30/2022		
WA ST INV POOL	\$	6,389,776	WA ST INV POOL	\$	6,565,983
OTHER INVESTMENTS		1,500,000	OTHER INVESTMENTS*		4,000,000
CHECKING		3,948,896	CHECKING		843,247
	\$	11,838,673		\$	11,409,230

*Bond maturity dates:	
\$500K bond (Mar 2020)	3/25/2025
\$1M bond (Aug 2020)	8/5/2024
\$1M bond (June 2022)	12/31/2022
\$1M bond (June 2022)	5/31/2023
\$500K bond (June 2022)	12/31/2025



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: July 11, 2022
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Aimee Kellerman, City Clerk
Subject: Central Services Department Monthly Report

JULY AND AUGUST PUBLIC MEETINGS AND EVENTS

Event	Date	Time	Location
Independence Day – City Hall Closed	Jul 4		
City Council Meeting	Jul 11	5:00 pm	In-Person/Online
Emergency Preparedness Meeting	Jul 13	4:00 pm	Virtual/Online
Park Board Meeting	Jul 18	5:00 pm	Virtual/Online
City Council Meeting – TENTATIVE	Jul 25	5:00 pm	In-Person/Online
Planning Commission Meeting	Jul 26	4:00 pm	Virtual/Online
City Council DARK – No Meeting	Aug 8		
Medina Days	Aug 9-14		See Website
Park Board DARK – No Meeting	Aug 15		
City Council DARK – No Meeting	Aug 22		
Planning Commission DARK – No Meeting	Aug 23		

Meetings are publicly noticed on the City's three official notice boards, City website, and via GovDelivery. Occasionally notices require publication in the City's official newspaper, The Seattle Times. Public meetings scheduled after publication of this report can be found on the City's website.

COMMUNICATION TO OUR COMMUNITY

E-Notice Program: During the month of June, the City issued 38 bulletins amounting to a total of 156,176 bulletins delivered to subscribers; approximately 14.9% were opened. See **Attachment 1**.

As of June 30, the city had 12,978 subscribers (change in total subscribers **-23**), with a combined total of 120,788 subscriptions (change in total subscriptions **-3,859**).

RECORDS REQUESTS

As of June 30, 10 public records requests have been received by Central Services. See **Attachment 2**.

ATTACHMENT 1

	Bulletins Developed	Total Recipients	Total Delivered	Unique Email Opens	Unique Email Open	Wireless Recipients
Comparisons:						
June, 2022	38	170,001	156,176	17,192	15.00%	48,346
May, 2022	21	93,246	86,088	9,650	14.8%	24,298
April, 2022	31	166,938	154,946	17,108	14.70%	45,327
March, 2022	21	108,426	100,766	11,437	15.00%	28,354
February, 2022	17	48,354	44,691	4,260	11.80%	10,350
January, 2022	25	101,589	94,429	10,651	14.20%	23,288
December, 2021	32	193,448	180,037	18,165	13.10%	49,149
November, 2021	27	100,179	93,226	7,593	10.20%	22,569
October, 2021	37	124,366	118,068	9,230	8.60%	21,579
September, 2021	25	86,280	80,364	6,546	10.10%	18,846
August, 2021	21	98,271	92,022	9,193	12.40%	21,013
July, 2021	17	46,230	43,222	4,020	10.80%	7,435
June, 2021	23	80,050	75,120	6,629	10.40%	13,924
May, 2021	31	120,746	113,370	10,176	10.70%	21,364
Date Sent	Top 10 Most Read Bulletins During June				Emails Opened	Email Open Rate
06/03/2022 09:00 AM PDT	Notice of Public Hearing - 2023-2028 Six Year CIP/TIP & non-TIP - June 13, 2022				1,281	16%
06/09/2022 02:49 PM PDT	June 13, 2022 Medina City Council Special Meeting (on-line) Agenda				1,243	16%
06/12/2022 12:54 PM PDT	June 13, 2022 Medina City Council Special Meeting (on-line) AMENDED Agenda				1,104	15%
06/14/2022 04:09 PM PDT	PRESS RELEASE - Medina City Manager Appointment				1,370	17%
06/16/2022 09:55 AM PDT	Medina - Housing Action Plan Survey				1,225	16%
06/22/2022 10:13 AM PDT	Reminder - Overgrown Vegetation in Right-of-Way				1,680	18%
06/24/2022 10:00 AM PDT	OPEN HOUSE - Proposed Tree Code Amendments				1,212	16%
06/24/2022 03:10 PM PDT	THE SUMMER LIFEGUARD SEASON IS HERE! starting Monday June 27 to August 28				1,677	18%
06/28/2022 12:57 PM PDT	Medina Residents - Waste Bin Reminder				1,023	14%
06/30/2022 09:05 AM PDT	FINAL REMINDER! OPEN HOUSE - Proposed Tree Code Amendments				864	12%

**ATTACHMENT 2**

501 EVERGREEN POINT ROAD • P.O. BOX 144 • MEDINA, WA 98039-0144
TELEPHONE (425) 233-6400 • FAX (425) 451-8197 • www.medina-wa.gov

DATE: July 11, 2022
TO: Mayor and City Council
From: Aimee Kellerman, City Clerk
Subject: June 2022, Public Records Request Tracking

In June 2022, Central Services staff received **10** new public records requests, **1** ongoing public records request. These requests required approximately **6.5 hours** of Central Services staff time and **0 hours** of consulting time with the City Attorney. The overall June cost, which includes staff hourly rate plus benefits and City Attorney fees is approximately **\$410**.

In addition, the police department receives public records requests specific to police business that require records research and information distribution. In June 2022, the Police Department received **16** new records requests. These requests required approximately **2 hours** of staff time and **0 hours** of consulting time with the City Attorney. The overall June cost, which includes staff hourly rate plus benefits is approximately **\$140**. The requests are from outside law enforcement agencies, insurance carriers, the public and persons involved in the incidents.

June 2022 Monthly PRR Report

Run Date: 07/06/2022 1:20 PM

ATTACHMENT 2

Assigned Dept	Create Date	Reference No	Request Type	Required Completion Date	Summary	Customer Full Name	PRR - Type of Records Requested	Public Record Desired	Assigned Staff
Central Services	6/2/2022	P002423-060222	Public Records Request	6/13/2022	Public Records Request	Architect Jeri Hjert-Bernardi	Building	Architectural Plans permitted and stamped by the City of Medina. The project address is 3240 74th Place N.E., Medina Plans for an addition were permitted in both 2007 and 2016.	Aimee Kellerman
Central Services	6/6/2022	P002426-060622	Public Records Request	6/15/2022	Public Records Request	Justin Kramer	Human Resources	Pursuant to the Public Records Act, this is a request for a copy of the following records: An electronic file (ie Excel, PDF, Word) of any and all employees including part-time, temporary, seasonal employees and elected officials for year of 2021 (fiscal or calendar year). Each employee record should contain the year of compensation, first name, middle initial, last name, hire date (mm-dd-yyyy), base salary amount, bonus amount, overtime amount, gross annual wages and position title.	Dawn Nations
Central Services	6/7/2022	P002429-060722	Public Records Request	6/23/2022	Public Records Request	Michelle Hayden	Building	Hello! The new house we bought did a big remodel and we would like to see all permits that went along with the project. drawings, Structural, civil, anything that outlines water and utilities. Thank you! Address: 3223 Evergreen Point Rd. Medina WA 98039	Dawn Nations
Central Services	6/8/2022	P002430-060822	Public Records Request	6/17/2022	Public Records Request	Office Administrator Jodi Burbank	Public Works	REQUESTING UNDERGROUND WATER & SEWER UTILITY MAPS FOR ADDRESS: 3141 FAIRWEATHER PL, HUNTS POINT . THIS IS FOR SURVEY/DESIGN PURPOSES ONLY FOR DEA 3141 FAIRWEATHER PL, HUNTS POINT	Aimee Kellerman
Central Services	6/8/2022	P002431-060822	Public Records Request	6/23/2022	Public Records Request	Architect Jeri Hjert-Bernardi	Building	Architectural Plans permitted and stamped by the City of Medina. The project address is 3240 78th Place N.E., Medina Plans for an addition were permitted in both 2007 and 2016. The original plan set (not stamped by the City of Medina) has been attached.	Dawn Nations
Central Services	6/10/2022	P002432-061022	Public Records Request	6/21/2022	Public Records Request	Braden Mineer	Building	Requesting a report of all issued and pending building permits for residential & commercial properties from 5/1/2022 to 5/31/2022. Report to include if possible: permit number, issue date, site addresses, valuation of project, description of work, contractor information and owner name. If a report is unavailable, then copies of the original permits would be more than adequate.	Aimee Kellerman
Central Services	6/16/2022	P002434-061622	Public Records Request	7/15/2022	Public Records Request	patrick boyd	Development Services	document titled "Core Project NO. 21631" and any related documentation.	Aimee Kellerman

ATTACHMENT 2

Central Services	6/21/2022	P002436-062122	Public Records Request	6/30/2022	Public Records Request	Emily Yang	Building	Hi Medina City Staff, May I request the permits of some new construction? 1) 8015 NE 28TH ST, Medina 98039 2) 2519 82nd Ave NE, Medina 98039 3) 2627 78TH AVE NE, Medina 98039 Thank you very much!	Dawn Nations
Central Services	6/24/2022	P002439-062422	Public Records Request	7/20/2022	Public Records Request	Carrie Barak	Human Resources	We would like to request a copy of the following 2022 information regarding medical, dental, vision, and life insurances for the following positions: •Police Officers, Sergeants, Lieutenants, and Firefighters, Fire Lieutenants, Captains, Battalion Chiefs and Other Commissioned. •Police Non-Commissioned Support including Records Clerks, Dispatchers, Records or Dispatch Supervisors, Animal Control Officers, Parking Enforcement Officers and other Police Department Support Employees. •Corrections Officers, Sergeants, Lieutenants and Corrections Employees 1. The specific names of each and every medical, dental, vision, and life insurance plan that is available for these employees; 2. Benefit Summary Sheet for each and every medical, dental, vision, and life insurance plan (usually a single sheet for each plan although sometimes multiple plans are on one sheet), as well as VEBA and HRA information; 3. Rate sheets for Employees and Dependents for each and every medical, dental, vision, and life insurance plan (Including the employer's contribution rates and?employee's contribution rates for the employee only and for the full (largest) family plan for each medical, dental, vision, and life insurance plan); 4. Life Insurance. Provide the employee's life insurance payout amount and monthly premium per employee. 5. Orthodontic Care. Please advise if orthodontic care is provided for each dental plan offered. 6. We would like to request a copy of the 2022 Commissioned and Non-Commissioned collective bargaining agreement(s) and wage schedule(s). If the CBA(s) are not finalized, could you please let us know the status? Electronic versions via e-mail of this information is preferred.? If you have website links, please provide me with links and let me know what plan and contribution rates apply for each position if not clearly delineated on the website. Because of the annual health care changes, Cline & Associates needs full disclosures of all plan summaries and rate sheets (provided by website or by email) to update our records. If a 2022 plan has not been received by your city to date, please indicate when you expect to receive the 2022 plan and send the current plan you are using during 2022. ????? Thank you very much for your assistance in responding to our Annual Health Care Records Request.	Dawn Nations
Central Services	6/29/2022	P002446-062922	Public Records Request	7/8/2022	Public Records Request	David McCourt	Building	1312 76th Ave NE, B-21-032 619 84th Ave NE, B-20-017 Thanks! David King Co. Assessments	Dawn Nations



CITY OF MEDINA

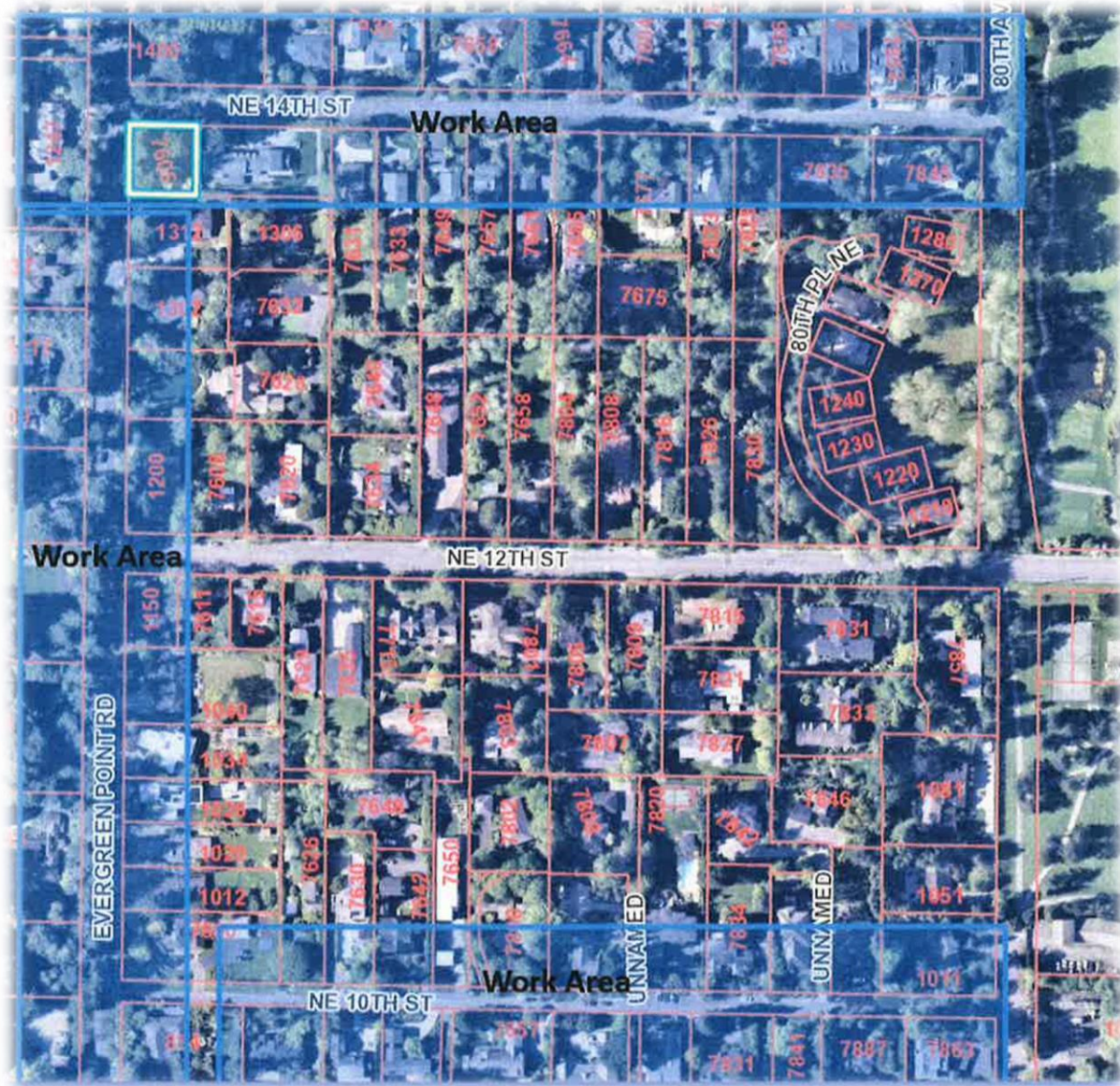
501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: July 11, 2022
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Ryan Osada, Public Works Director
Subject: Public Works Monthly Report

- MEDINA PARK HERONS** – Last month the city received calls regarding the herons at Medina Park, near the south pond. The caller stated that fledglings were being attacked by dogs in the off-leash area. After contacting and discussing the issue with WDFW, it was decided that signs and fencing would be installed to protect the heron during rookery season.



- 2. **BELLEVUE AC WATERMAIN PROJECT** – City of Bellevue will undergo a large AC Watermain replacement project starting in mid-July. The project will replace the waterline on NE 14th ST, Evergreen Point Road, and NE 10th ST. The project is scheduled to last through the summer with a completion date of September 30th.



- 3. **LAKE LINE MANAGEMENT** – Angela Chung with the City of Bellevue has been keeping us informed and updated regarding the Lake Line management plan. The outreach flyers and letters were recently sent to those who will be impacted. We currently have meetings scheduled quarterly to discuss progress and receive copies of all the material that goes out to the community.

Bellevue Utilities News

Information about your water, wastewater, drainage, solid waste utility services | 2022 Issue 3



City mulls options for aging lakefront sewer line

Residents can offer input for management plan



A Utilities worker checks the lake line.

Nearly 15 miles of sewer line run along the eastern shore of Lake Washington, serving Utilities customers in Bellevue, Medina, Beauv Arts, unincorporated King County and the Points communities. The pipes that constitute the line were built in the 1950s

and '60s, and Bellevue Utilities is considering how best to manage them for continued reliable wastewater services and protection of the lake's ecosystem. The department is developing a long-term management plan for rehabilitation and/or replacement of the pipes, which run in or near the lake. Details about the lake line and a link to a survey can be found at BellevueWA.gov/lake-washington-line. Feedback on potential solutions is welcome.

To understand the potential impacts of this plan's implementation on the environment, the city is also developing an environmental impact

Five actions you can take to prevent water pollution

Only rain should go down a storm drain. Untreated stormwater flows directly into local streams and lakes, harming salmon.

1. **Sweep; skip pressure washing.** If you must pressure wash, sweep first and divert water into the soil.
2. **Wash your car at a commercial car wash.** Otherwise, dirty water goes to the sewer for treatment.
3. **Fix vehicle leaks.** Visit FixCarLeaks.org for info on free leak inspections and a repair coupon for participating Bellevue repair shops.
4. **Scoop the poop, bag it and place in trash.** Pet

4. PROJECT UPDATES –

2015 Medina Park Stormwater Pond Imp. – We are looking into alternate ways to dredge the stormwater ponds. Overlake Golf & Country Club is applying for a permit to dredge the northern ponds. Depending on the outcome, the city may use the same method.

2017 Medina Beach Park Tree Replanting – Phase III tree planting.

Medina Park Playground Improvements – completed

Post Office Floor Replacement – Our public works staff will evaluate the subfloor structure and recommended replacement scope.

Citywide Stormwater System Mapping & Evaluation – G&O has completed most of the mapping. We are currently working on scoping and mapping the storm infrastructure that is located on several private properties.

2022 Hazardous Tree Removal – in review

NE 12th Street Sidewalk Improvements & Undergrounding – finalizing 90% construction drawings. Still waiting for final drawings for luminaire locations. First round of notices was sent to residents along the corridor.

77th Ave NE Stormwater Repair – completed

TIB_NE 7th Street Overlay – 84th Ave NE to Overlake Dr – on consent

77th Ave NE Storm Repair Phase 2 & Phase 3 – partially completed with Phase 1

2022 Localized Repair_Stormwater – site added on Overlake Dr E

2022 City Hall Repairs – Miscellaneous – in review