



MEDINA CITY COUNCIL

Monday, December 08, 2025

5:00 PM – STUDY SESSION
6:00 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
SPECIAL AND REGULAR MEETING

Hybrid - Virtual/In-Person
Medina City Hall – Council Chambers
501 Evergreen Point Road, Medina, WA 98039
Monday, December 08, 2025 – 5:00 PM

AGENDA

MAYOR | Jessica Rossman

DEPUTY MAYOR | Randy Reeves

COUNCIL MEMBERS | Joseph Brazen, Harini Gokul, Mac Johnston, Michael Luis, Heija Nunn

CITY MANAGER | Jeff Swanson

CITY ATTORNEY | Jennifer S. Robertson

ACTING CITY CLERK | Dawn Nations

Hybrid Meeting Participation

The Medina City Council has moved to hybrid meetings, offering both in-person and online meeting participation. Medina City Council welcomes and encourages in-person public comments. To participate in person, please fill out a comment card upon arrival at City Hall and turn it in to the City Clerk. To participate online, please register your request with the City Clerk at 425.233.6410 or email dnations@medina-wa.gov and leave a message before 2PM on the day of the Council meeting; please reference Public Comments for the Council meeting on your correspondence. The City Clerk will call 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. The city will also accept written comments to Council@medina-wa.gov at any time.

Join Zoom Meeting

<https://medina-wa.zoom.us/j/82744321998?pwd=oNyGHuaSIKurNS5fXbsbi5pOHT3RYH.1>

Meeting ID: 827 4432 1998

Passcode: 311113

One tap mobile

+12532158782 US (Tacoma)

Study Session Information

The Study Session is an informal discussion for the City Council. This session is held in person only and is not recorded. The public is welcome to attend; however, Zoom access will not be available until the regular meeting begins at **6:00 PM**.

1. STUDY SESSSION

1.1 Records Management Project - Laserfiche

Time Estimate: 50 minutes

The Regular meeting will start at 6:00 PM.

2. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Brazen, Gokul, Luis, Johnston, Nunn, Reeves, Rossman

3. APPROVAL OF MEETING AGENDA

4. PUBLIC COMMENT PERIOD

Individuals wishing to speak live during the Virtual City Council meeting may register their request with the City Clerk at 425.233.6410 or email dnations@medina-wa.gov and leave a message **before 2PM** on the day of the Council meeting. Please reference Public Comments for the 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.

5. PRESENTATIONS

5.1 SPLASHForward Endorsement - Photo OP

Time Estimate: 10 minutes

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

Time Estimate: 10 minutes

5.3 Recognition for Outgoing Councilmember Mac Johnston

Time Estimate: 10 minutes

6. **EXECUTIVE SESSION 1**

Time Estimate: 30 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.

7. **CITY MANAGER'S REPORT**

Time Estimate: 30 minutes

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

[7.1a](#) City Manager Monthly Report

[7.1b](#) Police Monthly Report

[7.1c](#) Development Services Monthly Report

[7.1d](#) Finance Monthly Report

[7.1e](#) Central Services Monthly Report

[7.1f](#) Public Works Monthly Report

8. **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.

[8.1](#) November 2025, Check Register

Recommendation: Approve.

Staff Contact: Ryan Wagner, Finance/HR Director

[8.2](#) Approved Park Board Minutes of September 15, 2025

Recommendation: Receive and file.

Staff Contact: Dawn Nations, Acting City Clerk

[8.3](#) Planning Commission Meeting Minutes of:

- a) September 23, 2025;
- b) October 14, 2025; and
- c) October 28, 2025.

Recommendation: Receive and file.

Staff Contact: Rebecca Bennett, Development Services Coordinator

[8.4](#) Draft City Council Meeting Minutes of November 10, 2025

Recommendation: Adopt minutes.

Staff Contact: Dawn Nations, Acting City Clerk

[8.5](#) Lighting Ordinance – Interim Official Control (Extension)

Recommendation: Adopt Ordinance No. 1050 to extend and renew the interim official control which was adopted on June 23, 2025 under Ordinance No. 1043.

Staff Contact(s): Jennifer S. Robertson, City Attorney and Steve Wilcox, Development Services Director

[8.6](#) Approval of Second Amendment to Independent Force Investigations Team (IFIT) Interlocal Agreement

Recommendation: Approve.

Staff Contact(s): Jeff Sass, Police Chief and Jennifer Robertson, City Attorney

[8.7](#) Updated Eastside Transportation Partnership Agreement

Recommendation: Approve.

Staff Contact: Jeff Swanson, City Manager

9. LEGISLATIVE HEARING

None.

10. PUBLIC HEARING

[10.1](#) Critical Areas Update

Recommendation: Hold a public hearing, discuss the critical areas code update and provide input to staff regarding the draft, including directing staff to initiate the SEPA process and to send the code to the Department of Commerce to begin the 60-day review.

Staff Contact(s): Jennifer S. Robertson, City Attorney and Steve Wilcox, Development Services Director

Time Estimate: 45 minutes

11. CITY BUSINESS

[11.1](#) 2025 Budget Amendments

Recommendation: Adopt Ordinance No. 1048.

Staff Contact: Ryan Wagner, Finance & HR Director

Time Estimate: 10 minutes

[11.2](#) Vegetation Management Reimbursement Policy

Recommendation: Adopt Ordinance No. 1049.

Staff Contact(s): Jennifer S. Robertson, City Attorney, Randi Shaffer, Assistant City Attorney, and Ryan Osada, Public Works Director

Time Estimate: 5 minutes

12. REQUESTS FOR FUTURE AGENDA ITEMS

a) Requests for future agenda items.

13. PUBLIC COMMENT

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

14. EXECUTIVE SESSION 2

Time Estimate: 10 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 may take action following the Executive Session.

15. EXECUTIVE SESSION 3

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.

No action will be taken. Council will adjourn from Executive Session.

16. ADJOURNMENT

Next regular City Council Meeting: Monday, January 12, 2026, 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 AND EVENTS

Monday, December 22, 2025 - City Council Meeting -**CANCELLED**
Thursday, December 25, 2025 - Christmas Day - City Hall Closed
Monday, January 12, 2026 City Council Meeting (5:00PM)
Monday, January 19, 2026 - Martin Luther King Jr. Day - City Hall Closed
Monday, January 26, 2026 City Council Meeting (5:00PM)
Monday, February 19, 2026 - City Council Meeting (5:00PM)
Monday, February 16, 2026 - Presidents' Day - City Hall Closed
Monday, February 23, 2026 - City Council Meeting (5:00PM)
Monday, March 9, 2026 - City Council Meeting (5:00PM)
Monday, March 23, 2026 - City Council Meeting (5:00PM)
Monday, April 13, 2026 - City Council Meeting (5:00PM)
Monday, April 27, 2026 - City Council Meeting (5:00PM)
Monday, May 11, 2026 - City Council Meeting (5:00PM)
Monday, May 25, 2026 - Memorial Day - City Hall Closed
Tuesday, May 26, 2026 - City Council Meeting (5:00PM)
Monday, June 8, 2026 - City Council Meeting (5:00PM)
Friday, June 19, 2026 - Juneteenth - City Hall Closed
Monday, June 22, 2026 - City Council Meeting (5:00PM)
Friday, July 3, 2026 - Independence Day - City Hall Closed

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, December 8, 2025, Regular Meeting of the Medina City Council was posted and available for review on Friday, December 5, 2025, 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.

RECORDS MANAGEMENT PROJECT - LASERFISCHE

Staff: Jeff Swanson, City Manager
Contact: Ryan Wagner, Finance and HR Director

Recent Records Management Background

From 2010 through 2016 Medina subscribed to Laserfische. It was set up as a basic file repository, without scheduled retention or a searchable public access portal. During the same period of time Medina used iCompass as an agenda management software. iCompass had limited public-facing features but allowed for meeting minutes, meeting audio, and all public records requests to be stored (*Retention is set at two years*). iCompass was used through 2019 and then was replaced with Municode. In addition to agenda management, public records requests, document storage, and archiving of meeting minutes and audio, Municode also became where Medina's fee schedule and public noticing resided.

This October 2022 Agenda Bill for the project gives the following background:

"In 2021, Central Services began a phased approach of streamlining processes and condensing technology software within the city. The first phase staff introduced Municode (now CivicPlus) to integrate the city's website, agenda management, and municipal code into one platform saving the city approximately \$3,600 a year. This second phase is to integrate Laserfiche technology to allow for better efficiencies for staff by automating everyday tasks, quickly route tasks and data with digitized forms and speed up approvals to better serve the citizens. Staff will be able to create records, collaborate on documents, and search for records in one system.

"With Laserfiche, we will also have a forward-facing portal making more records publicly accessible and streamlining our public records requests. Laserfiche integration will allow staff to reduce expenditure of other software subscriptions currently in use by the city such as GovQA and Asset Essentials Management. Annual savings after the first year of integration and implementation will be approximately \$17,000. The cost savings includes moving away from the city's public storage unit in Bellevue."

Budget/Fiscal Impact: *Annual Cost Savings after Year 1 implementation is approximately \$17,000/year plus staff efficiencies.

	Year 1	Year 2	Year 3	Year 4
Total Software	\$64,846.90	-	-	-
Total Maintenance	\$12,957.10	\$12,957.10	\$12,957.10	\$12,957.10
Total Services	\$37,600.00	\$.00	\$.00	\$.00
*TOTAL	\$115,404.00	\$12,957.10	\$12,957.10	\$12,957.10
*Tax not included				

Project Goals and Timeline

2022 - Council approved the project at the first October meeting in 2022, the software was purchased at the end of the year.

- Initial cost of the product, plus installation and training costs: \$119,502.20

2023 - In the first half of the year, the software was implemented, and additional modules were purchased to start to build out the database starting with the Central Services and Finance Departments. CDI, a consulting firm who specializes in Laserfische implementation, was brought on to manage the project. In the second half of 2023 and the start of 2024, the city switched priorities to understand its physical records, with those that have not met retention digitized. The files that had met retention were recorded on the attached logs and destroyed.

- An additional product feature was purchased: Laserfische quick fields, which is an automated data capture and storage tool that helps extract information from documents, organize them, and store them in a Laserfiche repository. 2023 costs: \$38,460.35

2024 - There was a pause on the project (Sept 2024 – April 2025) as the City worked through configuration issues with the DMZ and Laserfische (DMZ – “demilitarized zone” – is a perimeter network protecting and securing the organization’s local area network from untrusted traffic). During this pause CDI’s project manager changed and the City changed CDI’s scope insourcing project management responsibilities. MG Consulting was contracted to assist the City with project management support (MG Consulting scope of work included as attachment B). Since the scope change City staff supported by MG Consulting have:

- Redesigned folder structures to simplify data,
- Created forms for agendas, contracts, and ordinance/resolutions, and
- Transferred these files onto the platform.

- Costs for 2024 were \$73,937.50 and include professional service hours for:

- CDI designing workflows by department and integrating the platform with Docusign
- MG Consulting organizing and categorizing physical records from City Hall, Public Works, and from the public storage site

2025 – Staff continued to prepare the public records platform for release to the public while continuing to add documents into Laserfische category by category. With the City Clerk's departure at the end of July, the project has been put on hold. Cost: \$10,650.00

Total project cost so far: \$242,550.05

Moving Forward

The project goals continue to be achievement of a records platform that:

- Includes and enables a public-facing, easy-to-use records search portal
- Provides efficient records management, records retention, and records request fulfillment capabilities
- Streamlines routine municipal operating processes and the related document management needs of the City.

A significant next step is going live with the public portal for community access to past packet materials, minutes, public records requests, and contracts.

The City continues to hold physical documents at three different sites. These need to be consolidated at City Hall to be organized and inventoried. Their future disposition will then be determined based on the type of documents, statutory retention schedules, and local preference for retention exceeding statutory retention schedules. The City currently follows the minimum retention set by the State Government General Records Retention Schedule for each category of document. More information about the State's retention schedules can be found at:

<https://www.sos.wa.gov/sites/default/files/2025-06/state-government-general-records-retention-schedule.pdf>

Additional Information

Another resource to obtain and/or view City records is the State Archives. Files are transferred to the Archives by the originating government agency office when they are no longer needed on a routine basis.

The Washington State Archives is a division of the Office of the Secretary of State. Its purpose is preserving access to the State's historical records and documents.

[Washington State Archives, Digital Archives](#)

Attachments

Attachment A - Laserfische Contract

Attachment B –MG Consulting Contract

Attachment C - Destruction Logs from 2023-2024



MEDINA, WASHINGTON

AGENDA BILL

Monday, October 10, 2022

Subject: Contract with CompuLink Management Center, Inc. dba Laserfiche for Technology Solution

Category: Consent

Staff Contact: Aimee Kellerman, CMC, City Clerk

Summary

In 2021, Central Services began a phased approach of streamlining processes and condensing technology software within the city. The first phase staff introduced Municode (now CivicPlus) to integrate the city's website, agenda management, and municipal code into one platform saving the city approximately \$3,600 a year. This second phase is to integrate Laserfiche technology to allow for better efficiencies for staff by automating everyday tasks, quickly route tasks and data with digitized forms and speed up approvals to better serve the citizens. Staff will be able to create records, collaborate on documents, and search records in one system. With Laserfiche, we will also have a forward-facing portal making more records publicly accessible and streamline our public records requests. Laserfiche integration will allow staff to reduce expenditures of other software subscriptions currently in use by the city such as GovQA and Asset Essentials Management. Annual savings after the first year of integration and implementation will be approximately \$17,000. The cost savings includes moving away from the city's public storage unit in Bellevue.

Attachment

- CompuLink Management Center, Inc. dba Laserfiche contract

Budget/Fiscal Impact: *Annual Cost Savings after Year 1 implementation is approximately \$17,000/year plus staff efficiencies.

	Year 1	Year 2	Year 3	Year 4
Total Software	\$64,846.90	-	-	-
Total Maintenance	\$12,957.10	\$12,957.10	\$12,957.10	\$12,957.10
Total Services	\$37,600.00	\$.00	\$.00	\$.00
*TOTAL	\$115,404.00	\$12,957.10	\$12,957.10	\$12,957.10
*Tax not included				

Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: "I move to approve the contract with CompuLink Management Center, Inc. dba Laserfiche for Technology Solution and authorize the City Manager to sign the contact."

**TECHNOLOGY SOLUTION CONTRACT
BETWEEN THE
CITY OF MEDINA
AND
COMPULINK MANAGEMENT CENTER, INC. D/B/A LASERFICHE
CONTRACT NUMBER 2022-034-WA033**

This agreement, hereinafter referred to as "Technology Solution Contract", is made and entered into by and between hereinafter referred to as "Agency" City of Medina, 501 Evergreen Point Road, Medina WA 98039 and the below named firm, hereinafter referred to as "Contractor."

Contractor Name: Compulink Management Center, Inc., a California corporation
d/b/a Laserfiche

Address: 3545 Long Beach Blvd.

City, State ZIP: Long Beach, CA 90405

Phone: (800) 985.8533

Email: notices@laserfiche.com

WHEREAS, Agency and Contractor desire to enter into a Technology Solution Contract for an Enterprise Content Management (ECM) solution; and,

WHEREAS, Agency has determined that entering into this Technology Solution Contract with Contractor shall meet Agency's needs, be in the state of Washington's best interest; and,

IN CONSIDERATION of mutual promises as hereinafter set forth and incorporated herein, subject to Washington State Department of Enterprise Services Master Contract No. 07814-001 and subsequent amendment(s) hereinafter referred to as "Master Contract" which shall be incorporated herein by this reference, and as Agency and Contractor agree as follows:

1. Term

The term for this Technology Solution Contract shall be three (3) years from the execution date of this Technology Solution Contract. Agency shall have the sole discretion and option to extend this Technology Solution Contract.

Agency reserves the right to purchase additional products within the scope of this Technology Solution Contract which will be appropriately documented by amendment, signed by authorized representatives of the parties and attached and incorporated into this Technology Solution Contract.

2. Price Schedule and Fees

Total compensation payable to Contractor for products purchased shall not exceed \$127,059.80 dollars (one hundred twenty-seven thousand, fifty-nine dollars and eighty cents) including sales tax as shown in schedule A.

The Contractor's Quote No. 624309v.4 dated 09/19/2022 shall be attached and incorporated herein as Schedule A. A mutually agreed upon Statement of Work for services shall be created specifying tasks, acceptance criteria, timelines, and all other associated costs and shall be attached and incorporated herein as Schedule B.

(note: the total cost of product/software/maintenance and implementation services should equal the total "not to exceed" amount. Additional products, software, maintenance, and services should be purchase with an amendment to this Technology Solution Contract and increase the total "not to exceed" amount of this contract.)

3. Contract Management

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Technology Solution Contract.

Contractor Contract Manager Information	Agency Contract Manager
Compulink Management Center, Inc. d/b/a Laserfiche 3545 Long Beach Blvd Phone : 800-985-8533 Email Address: sales@laserfiche.com	City of Medina 501 Evergreen Point Road Medina WA 98039 Email address: akellerman@medina-wa.gov

4. Billing

The Contractor shall submit properly itemized invoices to the Agency Contract Manager. Invoices shall contain at a minimum the information listed below:

1. Technology Solution Contract Number
2. Contractor Name, address and telephone number
3. Contractor Federal Identification Number (FIN)
4. Dates
5. Description of Deliverable (If hourly, include the number of hours worked, hourly rate, total amount per line item.)
6. Total Milestone Payment Amount
7. Total dollar amount per line item
9. Net Invoice
10. Applicable taxes
11. Payment terms including any available discounts

Incorrect or incomplete invoices will be returned to Contractor for correction and reissuance.

The Contractor shall submit a monthly invoice to the Agency for services performed in the previous calendar month in a format acceptable to the Agency. The Contractor shall maintain time and expense records and provide them to the Agency upon request. Invoices for Fixed-Fee Engagement Based on Completion of Milestones shall be submitted as provided for in the payment plan described in Schedule B.

The Agency will pay timely submitted and approved invoice received before the 20th of each month within thirty (30) days of receipt.

5. Assurances

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

6. Modifications

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each schedule and exhibit listed below is by this reference hereby incorporated into this Technology Solution Contract as though fully set forth herein. In the event of an inconsistency within this Technology Solution Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic Technology Solution Contract instrument
3. Terms and conditions as contained in the Master Contract incorporated by reference
4. Schedule A – Contractor Quotes
5. Schedule B – Statement of Work No. 1
6. Exhibit A – Software License Agreements (all current applicable software license/use agreements – it is the responsibility of each agency to ensure these agreements are substantially the same as the initial agreements attached in the Master Contract.)
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This Technology Solution Contract, including referenced Exhibits and Schedules, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this Technology Solution Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for King County, Washington.

APPROVAL

This Technology Solution Contract shall be subject to the written approval of Agency's authorized representative and shall not be binding until so approved. The Technology Solution Contract may be altered, amended, or waived only by a written amendment executed by both parties.

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT AND ITS SUBSEQUENT AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESSS WHEREOF, THIS TECHNOLOGY SOLUTION CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the Technology Solution Contract.

City of Medina

**Compulink Management Center, Inc. d/b/a
Laserfiche**

Signature

Signature

Peter Wayman

Name

Name

Title

Date

Vice President

Title

Date

SCHEDULE A CONTRACTOR QUOTES

Software & Annual Maintenance

Product	Software Quantity	Software Unit Cost	Maintenance Unit Cost	Total
Laserfiche Rio Named Full User 25-49 (ENF-25-49)	27.00	\$917.00	\$183.00	\$29,700.00
Laserfiche Rio Records Management Edition 25-49 (ERM-25-49)	27.00	\$91.70	\$18.30	\$2,970.00
Laserfiche Rio Public Portal (PPM25)	1.00	\$25,467.00	\$5,093.00	\$30,560.00
Laserfiche Rio Forms Portal (EPFRM)	1.00	\$8,145.00	\$1,629.00	\$9,774.00
CDI Laserfiche Records Management Workflow Activities (CD2117)	1.00	\$2,000.00	\$400.00	\$2,400.00
DocuSign Integration and Workflow Activities (Requires Public IP, SSL Certificate and DocuSign 'Connector' Feature) (CD7022)	1.00	\$2,000.00	\$400.00	\$2,400.00
			Software:	\$64,846.90
			Maintenance:	\$12,957.10
			Tax:	\$7,858.20
			Total:	\$85,662.20

Services

Service	Service Quantity	Service Unit Cost	Total
Consulting Service Hours (CD2990) <i>Laserfiche installation, configuration, consulting, and training.</i>	80.00	\$188.00	\$15,040.00
Consulting Service Hours (CD2990) <i>Laserfiche Records Management setup, consulting, and training.</i>	100.00	\$188.00	\$18,800.00
Consulting Service Hours (CD2990) <i>DocuSign integration installation and configuration.</i>	20.00	\$188.00	\$3,760.00
		Service:	\$37,600.00
		Tax:	\$3,797.60
		Total:	\$41,397.60

****DES CONTRACT#: 07814-001**

*****TSC CONTRACT #: 2022-034-WA033**

**SCHEDULE B
STATEMENT OF WORK**

STATEMENT OF WORK NO. 1
TO
CITY OF MEDINA
TECHNOLOGY SOLUTION CONTRACT NUMBER 2022-034-WA033

This Statement of Work No. 1 (SOW) to Technology Solution Contract No. 2022-034-WA033 (Contract) is entered into by and between City of Medina (Agency) and Compulink Management Center, Inc. d/b/a Laserfiche (Contractor).

Contractor agrees to provide to Agency the services set forth in this SOW, in accordance with the terms of this SOW and the Technology Solution Contract, for the fees set forth in SOW and the Contract. Specific resources to be provided and deliverables will be mutually agreed upon and documented in writing as set forth herein.

1 LOCATION AND PEAVANTED OF PERFORMANCE

- 1.1 Per a mutually agreed upon schedule, Contractor staff shall perform all work at the following location (or online via Teams):**
City of Medina
- 1.2 The performance for work identified in this SOW shall begin on __11/1/22__ through __2/14/22__.**
- 1.3 The Agency reserves the right to amend or extend this SOW by mutual agreement.**

PROJECT SCOPE AND OBJECTIVES

Agency seeks to implement a Laserfiche software solution in order to implement a paperless records management system with automation.

The following workstreams are included in the Services.

Workstream	Major Activities
1. Installation	1.1 Install Laserfiche Rio 11.x and the following software components: <ul style="list-style-type: none"> • Laserfiche Records Management Edition • Laserfiche Workflow • Laserfiche Audit Trail • Laserfiche Forms • Laserfiche Forms Portal • Laserfiche Public Portal Infrastructure

2. Installation / Implementation Documents	2.1 Design and implement a document capture approach 2.2 Design and implement a public document portal 2.3 Design and implement WA State records management and retention
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PROJECT APPROACH: MAJOR ACTIVITIES AND TASKS

To complete this project, Laserfiche will employ a five-Phase implementation approach, as shown in the diagram below. Each Phase includes ongoing project governance, project management, and weekly status reporting. As part of project governance activities, Agency's acceptance of deliverables for each Phase is required before starting the next Phase.



The remainder of this document includes the major activities and deliverables for each Phase.

Phase 1. Requirements and Design



Major Activities

This Phase consists of the establishment of project practices and templates, as well as the creation, review, and approval of a Requirements and Design document. Specific major activities/tasks for this Phase include:

1. Conduct a project kick-off meeting with Agency and its key personnel.
2. Develop a project plan for the engagement.
3. Conduct three to five workshops and interviews over a one to two-week period with the project executive sponsor, IT administrators, and subject matter experts (e.g., Department Record Coordinators) to confirm requirements. As part of this task, Laserfiche will leverage the demo provided to Agency.
4. Draft a Requirements and Design document by using information gathered in the workshops and interviews. The document will include:
 - A plan to install Laserfiche Rio and the following software components in the Agency's network:
 - Laserfiche Records Management Edition
 - Laserfiche Workflow

- Laserfiche Audit Trail
 - Laserfiche Forms
 - Laserfiche Public Portal Infrastructure
 - A repository file plan that includes:
 - Folder structure to support the routing and storage of up to 20 document types.
 - Metadata to appropriately index up to 20 document types.
 - High-level security to help control access and rights for up to 20 document types.
 - A capture plan that includes:
 - Capture of city council minutes and other paper documents.
 - Capture of electronic documents in PDF format.
 - Electronic workflows that include:
 - Routing of Agency documents (e.g., for approval).
5. Review the Requirements and Design document and make updates based on Agency feedback.

Major Deliverables

Deliverables for Requirements and Design will include:

- Requirements and Design Document: An Agency Requirements and Design document for the installation and configuration of the system. This will include the Hardware specifications; Interface specifications; Installation Architecture specifications and Site Customization documents.
- Project Plan: A project plan that contains tasks and the estimated hours and duration for each task.
- Status Report Template: A template that summarizes completed activities for the project; planned activities; project-related issues that could impact scope, budget and timing; and other information. This template captures key decisions with Agency on scope areas. Project Status reports to be provided to the city on mutually agreed milestones and time frames.

Phase 2. Development



Major Activities

This Phase consists of implementing the solution in accordance with the Requirements and Design document created in Phase 1. Specific major activities/tasks for this Phase include:

1. Coordinate with Agency to obtain VPN access to the network.
2. Install all licensed Laserfiche software required by the Services.

3. Develop and configure the solution per the specifications set forth in the Requirements and Design document.
4. Provide periodic solution demonstrations to Agency to obtain feedback.
5. Develop a Test Plan to conduct testing in the next Phase.

Major Deliverables

Deliverables for Development will include:

- Deployed System: Laserfiche system is deployed in Agency's Test environment per the Requirements and Design document and solution demonstrations.
- Data Conversion Plans: Document the data conversion plans for legacy records into the new Laserfiche product.
- Test Plan: Test scripts to be used by Laserfiche and Agency to test system functionality. Test as needed for interfaces identified and implemented per Requirements and Design phase.
- Configuration and Certification: Complete work as needed in order to be able to run System Configuration Reports and get completed Installation Certificates.

Phase 3. Testing



Major Activities

This Phase consists of a coordinated effort between Laserfiche and Agency to test the system. Specific major activities/tasks for this Phase include:

1. Test the system using the Test Plan and remediate issues as necessary.
2. Coordinate with Agency to onboard users.
3. Provide guidance to Agency personnel who will perform User Acceptance Testing ("UAT").
 - Address issues identified during UAT that are in scope for the Services.
 - New or modified requirements will be addressed in a separate SOW to minimize impacting the project timelines for the Services.
4. Create Deployment and Data Validation Plan.
5. Prepare for training and go-live.

Major Deliverables

Deliverables for Testing will include:

- Deployment-Ready Solution: Laserfiche solution that is tested for functionality by both Laserfiche and Agency, which will be ready for promotion to the Production environment.

- **Deployment and Data Validation Plans:** The Deployment Plan details how the developed solution will be promoted from the Test to Production environment. The companion Data Validation Plan is specific to solutions that require such a procedure (e.g., database migrations from legacy systems to Laserfiche). The Data Validation Plan contains a list of user inputs for the actions, steps on how to perform the actions, and expected results. The Agency will carry out the plan and verify the outputs. *Agency's acceptance of the Deployment and Data Validation Plans will constitute approval to close out the project 20 business days after the plan has been executed and the data has been validated.*

Phase 4. Deployment



Major Activities

This Phase consists of deploying the upgraded and updated system to the Production environment. Specific major activities/tasks for this Phase include:

1. Provide a train-the-trainer approach to train end-users and administrators on the developed solution.
2. Promote the solution to Agency's Production environment. Specifically:
 - Promote Laserfiche environment from Test to Production.
 - Promote the form, workflows, and Quick Fields sessions to the Production environment.
 - Promote folder structure, security, and metadata to the Production environment.
3. Address production-specific issues that occur.
4. Inform Agency that the system is available and in a production state for end-users to use the system.

Major Deliverables

Deliverables for Deployment will include:

- **User Training:** A User Training Plan that Agency can use to train end-users and administrators. Assist the city as needed with staff training.
- **Deployed System:** Laserfiche system deployed to the Production environment per the Go-Live and Stabilization Plan documents.
- **System Documentation:** Project documentation on the administrative aspects of the system.

Phase 5. Transition to Agency



Major Activities

This Phase consists of transitioning the system to Agency system administrators and providing knowledge transfer. Specific major activities/tasks for this Phase include:

1. Perform post-deployment support activities.
 - Provide guidance to Agency on monitoring and documenting issues that may arise.
 - Coordinate with Agency administrators for up to 10 business days to help diagnose and resolve identified issues.
2. Transfer day-to-day system maintenance to Agency.
3. Walk Agency through the System documentation created in the Deployment Phase.
4. Introduce methods for accessing Support services for Laserfiche from VAR to Agency's post-project support team via an email.

Major Deliverables

Deliverables for Transition to Support will include:

- Closeout Notification: An email that contains a high-level summary of deliverables provided by Laserfiche to Agency. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.
- Operations Manual: System Operations manual to be provided to the city per the system requirements and implementation along with Template Tools for Documenting Business Processes.

PRICING AND PAYMENT TERMS

Professional Services Pricing

The table below sets forth the estimated level of effort required for this project, including both onsite and offsite Professional Services work. This project will be billed on a fixed-price. Project management will be billed as part of the Services.

Reasonable out-of-pocket expenses (e.g., airfare, lodging, meals, and ground transportation) will be billed as incurred, and will be consistent with Washington state requirements.

Phase	Description	Rate	Est. Hours	Estimated Cost
1	Installation	\$188		Non-billable
2	Project Management	\$188	37	\$6,956.00
3	Consulting	\$188	20	\$3,760.00
4	Configuration	\$188	129	\$24,252.00
6	Training	\$188	14	\$2,632.00
Total			200	\$37,600.00
SALES TAX				\$3,797.60
TOTAL				\$41,397.60

Payment Plan for Fixed-Fee Engagement Based on Completion of Milestones

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project and simplify billing, an initial payment of 20% of the cost of the SOW will be billed upon execution of the document. 55% of the cost of the SOW will be billed upon acceptance and completion of the Requirements and Design (Phase 1). 15% of the cost will be billed upon acceptance and completion of the Deployment-ready Solution deliverable of Phase 3. 10% of the cost of the SOW will be billed upon closeout.

Invoices are due 30-days upon receipt. If and when changes to project scope or effort required to complete specific work items occur due to unforeseen complications or issues outside of Laserfiche's control, Laserfiche will prepare a change order for approval by Agency.

ADDITIONAL TERMS AND CONDITIONS

Subcontractors

Contractor has advised Agency that Contractor intends to subcontract a portion of the Services to Cities Digital located at 192 Nickerson St. Suite 201, Seattle, WA 98109 ("Subcontractor"). Agency hereby approves Contractor's delegation of the responsibility to Subcontractor to perform a portion of the Services required by this SOW.

Agency Responsibilities

Agency will be responsible for the following:

1. Agency will make available, and provide timely access to (e.g. within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.

- b. IT personnel such as system administrators, database administrators, and help desk.
- c. Subject matter specialists to provide information on Agency's system and file plan.
- d. Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan. Any delays in UAT may involve additional hours or fees.

Resource List

Project Team	Purchaser Team
Andrew Albers	Aimee Kellerman
Michael Mathys	Craig Fischer
Mike Richardson	Steve Burns
Kyle Knebel	

2. Agency will work with Laserfiche to provide any necessary technical resources and support. This includes:
 - a. Providing timely access and user credential to Agency network, applications, database and related resources, including remote access.
 - b. Providing configured Test environment that closely mirrors the Production environment.
 - c. Providing only test data and not production data to Laserfiche.
 - d. Configuring Kerberos, Active Directory and security policies as required for the implementation.
 - e. Performing and testing backups of the Laserfiche configuration, database and other systems as needed.
 - f. Completing any testing (e.g., system, integration, user acceptance testing) as needed.
3. Agency will provide requested documentation and acceptance of key deliverables within two to three business days. If Agency does not respond in writing to Laserfiche's request for acceptance within five business days of Laserfiche's request, or Agency does not reasonably refuse such approval within the five-day period, Agency will be deemed to have accepted. If Agency decides not to deploy after acceptance of the Deployment-ready Solution deliverable of Phase 3 (Testing), Laserfiche may close out this project. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.
4. Agency will be responsible for licensing all software components necessary for completing Services.

Key Assumptions

The following are key assumptions for delivery of the Services:

1. The scope of the engagement will include the Services specifically described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. Please see the project plan draft below for details to be included in the SOW

SCHEDULE TO BE UPDATED BEFORE CONTRACT SIGNATURE

Task Name	Hours Estimate	Duration	WBS	Start	Finish	Predecessors	Resource Names
Implement Laserfiche Solution	80	76 days	1	Tue 1/2/18	Tue 4/17/18		
Stage I - Planning & Installation	7	10 days	1.1	Tue 1/9/18	Mon 1/22/18		
Project Management	7	43 days	1.1.1	Tue 1/9/18	Thu 3/8/18		
Conduct Project Kickoff Meeting	1	1 day	1.1.1.1	Tue 1/9/18	Tue 1/9/18		CD Project Manager, Client Implementation Team
Draft Project Plan	1	5 days	1.1.1.2	Wed 1/10/18	Tue 1/16/18	4	CD Project Manager
Approve Project Plan	0	3 days	1.1.1.3	Wed 1/17/18	Fri 1/19/18	5	Client Implementation Team
Conduct Ongoing PM Tasks	5	34 days	1.1.1.4	Mon 1/22/18	Thu 3/8/18	6	CD Project Manager
Install Laserfiche	0	8.5 days	1.1.2	Wed 1/10/18	Mon 1/22/18		
Plan Installation	0	6.5 days	1.1.2.1	Wed 1/10/18	Thu 1/18/18		
Conduct Support Installation Meeting	0	0.5 days	1.1.2.1.1	Wed 1/10/18	Wed 1/10/18	4	CD Installation Contact, Client IT Contact
Prepare System Architecture	0	5 days	1.1.2.1.2	Wed 1/10/18	Wed 1/17/18	10	Client IT Contact
Download Software	0	1 day	1.1.2.1.3	Wed 1/17/18	Thu 1/18/18	11	Client IT Contact
Conduct Installations	0	3 days	1.1.2.2	Wed 1/17/18	Mon 1/22/18		
Install & Test Server Components	0	2 days	1.1.2.2.1	Wed 1/17/18	Fri 1/19/18	11	CD Installation Contact
Install & Test Workstations	0	1 day	1.1.2.2.2	Fri 1/19/18	Mon 1/22/18	14	Client IT Contact
Stage II - Training & Evaluation	11	2.25 days	1.2	Mon 1/22/18	Wed 1/24/18		
Project Team Training	11	2.25 days	1.2.1	Mon 1/22/18	Wed 1/24/18		
Pre-training	1.5	0.25 days	1.2.1.8	Mon 1/22/18	Mon 1/22/18	13	
Overview Training	1	0.25 days	1.2.1.8.1	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team
LF Resource	0.5	0.25 days	1.2.1.8.2	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team
Session 1:	6	1 day	1.2.1.1	Mon 1/22/18	Tue 1/23/18	18	
LF Client Or Web Client Training	1.5	0.2 days	1.2.1.1.1	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team
LF Scanning Training	0.5	0.2 days	1.2.1.1.5	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team
Administration Console Training	1	0.2 days	1.2.1.1.2	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team

Records Management Training	2	1 day	1.2.1.1.6	Mon 1/22/18	Tue 1/23/18		CD Trainer,Client Implementation Team
LF Security Training	1	0.2 days	1.2.1.1.3	Mon 1/22/18	Mon 1/22/18		CD Trainer,Client Implementation Team
Session 2:	3.5	1 day	1.2.1.2	Tue 1/23/18	Wed 1/24/18	21	
Workflow Designer Training	1.5	1 day	1.2.1.2.1	Tue 1/23/18	Wed 1/24/18		CD Trainer,Client Implementation Team
LF Forms Training - Level 1	1	1 day	1.2.1.2.2	Tue 1/23/18	Wed 1/24/18		CD Trainer,Client Implementation Team
LF Forms Training - Level 2	1	1 day	1.2.1.2.4	Tue 1/23/18	Wed 1/24/18		CD Trainer,Client Implementation Team
Stage III - System Configuration	21	17 days	1.3	Wed 1/24/18	Fri 2/16/18		
Laserfiche Configuration of TRM	21	17 days	1.3.1	Wed 1/24/18	Fri 2/16/18		
Design	5	10 days	1.3.1.1	Wed 1/24/18	Wed 2/7/18	17	CD System Architect,Client Implementation Team
Development	12	5 days	1.3.1.2	Wed 2/7/18	Wed 2/14/18	33	CD System Architect
Testing	2	1 day	1.3.1.3	Wed 2/14/18	Thu 2/15/18	34	CD System Architect,Client Implementation Team
Deployment	2	1 day	1.3.1.4	Thu 2/15/18	Fri 2/16/18	35	CD System Architect,Client Implementation Team
Close Out	1	4 days	1.4	Fri 2/16/18	Thu 2/22/18	31	
Transition to Support	0	1 day	1.4.3	Fri 2/16/18	Mon 2/19/18		CD System Architect,Client IT Contact
Distribute Project Close Out Form	1	1 day	1.4.1	Fri 2/16/18	Mon 2/19/18	31	CD Project Manager
Sign & Return Project Close Out Form	0	3 days	1.4.2	Mon 2/19/18	Thu 2/22/18	39	Client Implementation Team

- b. Other than basic installation activities, the scope does not include configuring Workflow, Forms and other Laserfiche software components except for those components when tied to the deliverables identified in this and subsequent SOW documents.
- c. Any onsite work will be performed as needed at Agency's offices in City of Medina, Washington. All other work will be performed remotely.
2. The project is estimated at 200 hours over a 14 week period. Any delays and additional hours incurred because of Agency's failure to fulfill its responsibilities will be billed to Agency.
3. If Agency does not either reasonably refuse or contest Laserfiche's request that Agency accept the hours incurred and billed within five business days of Laserfiche's request, Agency will be deemed to have accepted it.
4. All Laserfiche Software Products, Professional Services and Support are sold subject to the terms and conditions of Laserfiche's Software License Agreement (EULA), which accompanies the software.
5. By signing this SOW, Agency accepts all of these terms and conditions, which will not be varied except in writing signed by both parties. C

Approval

This SOW is subject to the written approval of Agency's authorized representative and will not be binding until so approved.

ALL OTHER TERMS AND CONDITIONS OF THE TECHNOLOGY SOLUTION CONTRACT, ITS AMENDMENTS, RELATED STATEMENT OF WORKS, AND THE MASTER CONTRACT REMAIN IN FULL FORCE AND EFFECT.

In Witness Whereof, this Statement of Work is executed by the persons below, who warrant that they are authorized by their respective parties to execute this Statement of Work.

City of Medina, Washington (Agency)
Signature
Print or Type Name Date
Title

Compulink Management Center, Inc. d/b/a Laserfiche (Contractor)
Signature
Print or Type Name Date
Title

VAR Cities Digital, INC. (Subcontractor)
Signature
Print or Type Name Date
Title

Exhibit A
LASERFICHE SOFTWARE LICENSE AGREEMENT or "EULA"

This Software License Agreement ("License Agreement") is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche and whose principal place of business is in Long Beach, California ("Laserfiche"), and the party (referred to as the "Licensee"), who has lawfully acquired the Software.

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RECITALS

- A. Laserfiche has developed certain document imaging and management software programs which it markets under the trademark Laserfiche® ("Software").
- B. The Software constitutes valuable proprietary products and trade secrets of Laserfiche embodying substantial creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Software. Laserfiche claims copyrights and proprietary trade secrets in the Software.
- C. Licensee understands that the Software is compatible only with certain types of computers and operating systems and that Licensee is responsible for assuring the compatibility between its computer systems, its software solutions, if any, and the Software.

THEREFORE, in consideration of the premises and covenants contained this License Agreement, Laserfiche and Licensee agree as follows:

Terms of License Agreement

1. Grant of License.

- A. **Description.** Laserfiche grants Licensee a limited, non-exclusive, non-transferable license to use all of the Software described on the purchase order accompanying the Software, subject to the terms and conditions of this License Agreement and the Licensing File which accompanies the Software. The Software includes, without limitation express or implied, some or all of the following types of software: (a) "Server Software" that provides document management services to other programs, and "Client Software" that allows a

computer or workstation to access or utilize the services provided by the Server Software; (b) "Stand-alone Software" that operates on a single computer; and (c) "Plug-in Software Modules" that can be added to the previously mentioned Software packages.

B. Limitations and Requirements.

- i. The Licensing File accompanying the Software or associated with the Licensing Key accompanying the Software defines the scope and limitations of the Software license for this product. You may only use the License File issued by Laserfiche to fulfill the license purchase described on the purchase order accompanying the Software.
- ii. Licensee may install one copy of the Server Software on a single physical or a single virtual operating system environment (the instance of the running Server Software shall be referred to as the "Server"), unless the licensee is acquiring a license to the Laserfiche Avante product. If Laserfiche Avante is being licensed, Licensee may install up to the maximum number copies of the Server Software listed in the License File (labeled as "instances") to multiple physical or virtual operating system environments so long as those installations have continuous network access to a running instance of the included License Manager program. Licensee may install only one copy of the License Manager program on a single physical or a single virtual operating system environment.
- iii. The Server Software may only be operated with the database system(s) (Microsoft SQL or Oracle) listed in the Licensing File. If no database system is listed in the License File, then the Server Software may only be operated with Microsoft SQL Express.
- iv. The Server Software may only host the number of repositories listed in the Licensing File (labeled as "databases"), unless the Licensee is acquiring a license to the Laserfiche Avante product. If Laserfiche Avante is being licensed, each running copy of the Server Software may host up to the number of repositories listed in the Licensing File.
- v. Named user connections are allocated to specific individuals or devices at the choice of the Licensee. When a named user connection is allocated to a specific individual person's Laserfiche or external directory account, that individual may not share the use of that named user connection by sharing the use of their account with others. When a named user connection is allocated to a device, the connection may only be used from that device and vaAvanteus individuals may share the use of that device so long as only one individual is accessing the Server Software from that device at a time. There are two types of named user connections – named user connections capable of modifying a repository governed by the Server (referred to as "Named Full User"

connections and listed in the License File as "named read-write objects") and named user connections capable of only read-only access (referred to as "Named Retrieval" connections and listed in the License File as "named read-only objects"). Only the maximum number of each type of named user connection listed in the License File may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of lessening the number of named user connections required.

- vi. Concurrent user connections are shared among individuals. There are two types of concurrent user connections – concurrent user connections capable of modifying a repository governed by the Server (referred to as "Full User" connections and listed in the License File as "read-write users") and concurrent user connections capable of only read-only access (referred to as "Retrieval" connections and listed in the License File as "read-only users"). Once the maximum number of read-write or read-only concurrent user connections specified in the License File is reached, no additional user connections of that type may be made, until some user connections of that type are closed. Individuals who require write access in the course of their work must use a Full User connection at all times; thus, individuals assigned to use a Full User connection may not use a Retrieval connection to perform read-only tasks which do not require a Full User connection. Hardware or software may not be used to reduce the number of concurrent user connections required for individuals to access or otherwise utilize Server services (sometimes called "multiplexing").
- vii. Public Portal connections allow read-only access to the Server Software only using a Laserfiche application known as WebLink. If the license file lists a maximum number of Public Portal connections (listed as "read-only public portals"), then once the maximum number of Public Portal connections specified in the License File is reached, no additional Public Portal connections may be made, until some Public Portal connections are closed. If the license file lists a maximum number of CPU sockets that may be utilized to support Public Portal access (listed as "read-only CPU limit"), then Public Portal connections may be made only if the physical or virtual machine on which the Server Software is running has the listed number of CPUs or fewer. If neither a maximum number of Public Portal connections nor a maximum number of CPUs for Public Portal access is listed in the License File, then no Public Portal connections may be made.
- viii. Licensee may not install a version of the Server Software later than the version listed in the License File.
- ix. If the License File lists an expiration date, the Server Software may not be run after that date.
- x. If the License File specifies one or more languages, then the Laserfiche user

interface may only be run in those languages.

- xi. Add-ons and additional features that the Server Software can support may only be used when listed in the License File.
- xii. If Licensee desires to upgrade or enhance the capabilities of the Software or the numbers of users, connections or other features, Licensee must acquire the appropriate license(s) from Laserfiche to do so by updating the License File.
- xiii. The Software may only be used as intended, according to the capabilities made available through its vaAvanteus user interfaces and according to the documentation accompanying the Software.
- xiv. Licensee shall be solely responsible for customizing the Software and the data repository to restrict access only to those particular persons and entities to whom Licensee agrees to make its documentation and information available. Licensee waives all liability, claims, damages and suits against Laserfiche, and all of its employees, officers, directors and contractors, in any way related to the unauthorized disclosure of, or access to, information or documentation in the data repository, whether or not due to a defect in the Software. Licensee acknowledges that this License Agreement contains other limited warranties and limitations and waivers of damages and claims, and that Licensee's waiver of liability in this section shall be in addition to, and not in lieu of, Licensee's other waivers set forth elsewhere in this License Agreement.

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5. Term and Termination. This License Agreement shall commence and terminate as follows:

- A. The term of this Agreement shall commence upon Licensee's acceptance of this License Agreement and continue until terminated as provided in this License Agreement. Laserfiche may terminate this License Agreement for cause immediately following a breach of this License. Laserfiche may also terminate this License Agreement if (i) Licensee violates, infringes or compromises any trademark, copyright, patent or Trade Secret of Laserfiche, or interferes with any relationship between Laserfiche and any of its other Licensees or End Users of the Software; or (ii) Licensee's license to use its Software has been terminated.
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- C. The termination of this License Agreement shall not terminate Licensee's obligations under this License Agreement, nor shall it release Licensee from the obligation to pay any monies that it may owe Laserfiche or operate to discharge any liability that Licensee incurs before termination.

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7. **NO CONSEQUENTIAL DAMAGES.** UNDER NO CIRCUMSTANCES SHALL LASERFICHE OR ITS AFFILIATES, RESELLERS, AGENTS, EMPLOYEES, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO LICENSEE OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COSTS OF RECREATING LOST DATA, OR THE COST OF SUBSTITUTE EQUIPMENT OR PROGRAMS SUSTAINED BY LICENSEE OR CLAIMS BY ANY PARTY OTHER THAN LICENSEE, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN WARNED OF SUCH DAMAGES OR CLAIMS. NO SUIT, CLAIM OR CAUSE OF ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES UNDER THIS LICENSE AGREEMENT MORE THAN ONE YEAR AFTER LICENSEE FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE MATERIAL FACTS WHICH GAVE RISE TO THE SUIT, CLAIM OR CAUSE OF ACTION.

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10. **No Waiver.** No failure to exercise or delay in exercising any right, power, or privilege under this License Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this License Agreement. No single or partial exercise of any right, power, or privilege under this License Agreement shall preclude further exercise thereof.

11. **Severability.** If any part of this License Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from

this License Agreement and shall be deemed to have never been a part of this License Agreement and shall not affect the validity of the remainder of this License Agreement.

12. Governing Law. This License Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of California, as if all parties were resident in California and the License Agreement were to be wholly performed within the State of California.

13. Jurisdiction and Venue. Each party consents to the jurisdiction of the California Superior Court and United States District Court for the Central District of California. All judicial actions and proceedings shall be conducted only in, and each party consents to exclusive venue in, Los Angeles County, California. This paragraph shall not apply to the federal government or to any state, county or municipal government or any department or agency of any such governmental body.

14. Entire Agreement. This License Agreement, including the Licensing File, the Readme file, and the documentation which accompanies the Software and the installation, constitute the complete and exclusive statement of the mutual understanding of the parties, and supersede and cancel all previous written and oral agreements, representations, warranties, statements and other communications relating to the subject matter of this License Agreement. No course of performance, course of dealing, or usage of trade shall override the written terms of this License Agreement.

15. Limitation on Actions. No action or proceeding based on this License Agreement or arising out of its performance or breach shall be instituted by Licensee more than one year after Licensee first discovers, or should have discovered, any of the material facts upon which the cause of action is based. Licensee waives the benefit of any statute of limitations which specifies a period longer than one year for filing an action.

16. U.S. Government Restricted Rights Notice. All software products provided to the United States Government pursuant to solicitations issued prior to December 1, 1995, are subject to restrictions as set forth in FAR, 48 CFR 52.227-14 (June 1987) or FAR, 48 CFR 52.227-7013 (October 1988), as applicable. All software products provided to the United States Government pursuant to solicitations issued on or after December 1, 1995 are provided with the commercial rights and restrictions described in this License Agreement. The Contractor/ Manufacturer is Laserfiche, a division of Compulink Management Center, Inc., 3545 Long Beach Blvd., Long Beach, California 90807.

17. Export Restrictions. The Software is subject to United States export jurisdiction. Licensee shall comply with all applicable federal and international laws and regulations, including U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the United States and other governments.

18. Captions. The captions used on this License Agreement are for convenience only and shall not be a part of this License Agreement.

Should you have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.

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**CITY OF MEDINA
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN CITY OF MEDINA
AND MG CONSULTING SERVICES LLC**

1. Parties

1.1 This Agreement for Consultant Services (“Agreement”) is entered into by and between the City of Medina, a Washington municipal corporation (hereinafter the “City”), and MG Consulting Services LLC, (hereinafter “Consultant”). The City and the Consultant are each a Party and may be collectively referred to as the Parties.

2. Recitals

2.1 The City desires to contract with the Consultant to perform certain services for the City, and the Consultant desires to perform the services required by the City, in accordance with the terms and conditions of this Agreement.

2.2 The Consultant represents that it is qualified and available to perform such services for the City.

THEREFORE, IN CONSIDERATION of the mutual benefits of such performance and in consideration of the terms and conditions specified below, the Parties agree as follows:

3. Scope of Services

3.1 The Consultant shall furnish all personnel, labor, materials, and supplies necessary to perform the Scope of Services attached and incorporated as **Exhibit A** (“Services”). The Consultant shall not modify in any way the scope or schedule of Services without the prior written approval of the City. All Services shall meet the approval of the City Manager and City Council, as appropriate. Time is of the essence in every aspect of performance of the Services.

3.2 The City shall review performance, reports, and other submittals or work identified in **Exhibit A** and may require such modifications as it deems appropriate to bring the Services into compliance with this Agreement.

3.3 The Consultant warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, as applicable. The Consultant shall be responsible for the professional quality, technical adequacy, and accuracy, timely completion, and coordination of all plans, designs, drawings, specifications, reports, and any other work product prepared or performed pursuant to this Agreement. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant

to the standards of professional care, skill, diligence, and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the Services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing work pursuant to this Agreement on behalf of the Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant's failure to comply with the requirements of this Agreement or failure to meet the professional standard of care and skill, or both. The City's approval of plans, drawings, designs, specifications, reports, and other products of the Services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

4. Term

4.1 The term of this Agreement shall commence on the Effective Date and shall remain in effect through December 31, 2024, unless otherwise terminated pursuant to this Agreement.

5. Post-termination Obligations

5.1 Upon any expiration or termination of this Agreement, except as otherwise provided in this Agreement:

5.1.1 The Consultant shall provide to the City all finished and unfinished Work Product, as defined in Section 8, in a file format acceptable to the City that is capable of transiting the Work Product onto the City's or a new vendor's system.

5.1.2 The Consultant shall provide any reasonable and necessary support to the City or its consultants to facilitate the transition at the consultant's standard hourly Services rate, and shall be recorded as an itemized invoice when presented to the City for payment.

5.2 This Section 5 shall survive expiration or termination of this Agreement.

6. Compensation

6.1 The Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule attached and incorporated as **Exhibit B** ("Fee Schedule"). The Consultant shall not amend any rates, expenses, or fees included in the Fee Schedule in any way without prior written approval from the City. Expenses not identified in **Exhibit B** will not be reimbursed by the City.

6.2 The Consultant shall periodically invoice the City for the compensation amounts set forth in **Exhibit B**. Invoices will be issued not less than monthly. The City shall review such invoices and may approve all or any portion thereof based on the City's review of Consultant's performance. The City shall pay Council-approved invoices within thirty (30) days of the date of Council approval.

7. Independent Contractor

7.1 The Consultant is an independent agency with respect to the Services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the Parties. Neither the Consultant nor any employee, subcontractor or agent of the Consultant shall be entitled to any benefits accorded City employees by virtue of the Services provided under this Agreement. The City shall not be responsible for (i) withholding or otherwise deducting federal income tax or social security, (ii) contributing to the state industrial insurance program, or (iii) otherwise assuming the duties of an employer with respect to the Consultant, its employees, subcontractors or agents.

8. Ownership and Use of Documents

8.1 All documents, drawings, specifications, designs, computer programs, software, reports, and other work product (collectively "Work Product") developed or produced by the Consultant for the City in connection with the Services shall be owned by the City. The Consultant shall provide such Work Product to the City in a format compatible with the City's computer equipment and programs or as otherwise requested by the City. The Consultant shall retain the copyright (including the right of reuse, provided there shall be no reference to or identification of the City) to all materials and documents prepared by the Consultant for the Work Product, whether or not the Work Product is completed. The Consultant grants to City a perpetual, non-exclusive, irrevocable, unlimited, royalty-free license to use, reuse, copy, and distribute every document, drawing, and all Work Product prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software programs or packages including source code or codes, object codes, upgrades, revisions, modifications, and any related materials, and/or any other related documents or materials developed for and paid for by the City to perform the Work Product shall be promptly delivered to the City. Re-use of any Work Product by the City for other than the Services provided and/or project falling within the scope of this Agreement without the Consultant's written approval shall be at the City's sole risk but such reuse shall not create any right of action by the Consultant against the City.

8.2 This Section 8 shall survive expiration or termination of this Agreement.

9. Record Keeping; Reporting; Confidentiality

9.1 The Consultant shall maintain accounts and records, including personnel, property,

financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

9.2 These records shall be maintained for a period of seven (7) years after termination or expiration of this Agreement unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9.3 To the extent it is determined that records held by the Consultant identified in Section 9.1 are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall, upon request of the City, promptly deliver such records to the City for the purpose of responding to a public records request.

9.4 While performing the Services under this Agreement, the Consultant may come across, or be given, confidential, protected, or privileged information (collectively "Confidential Information"). This information may include records or documents that would exempt this information from disclosure under the state or federal public record laws. The Consultant shall not disclose Confidential Information without the City's prior written consent. The Consultant shall treat all Confidential Information with the same degree of care as the Consultant treats its own confidential information which, in no event, will be less than reasonable care.

9.5 This section shall survive expiration or termination of this Agreement.

10. Insurance

10.1 Prior to commencing the Services, the Consultant shall provide to the City written verification to the City of the coverages outlined below in conformance with this Section 10. Such coverages shall be maintained for the duration of this Agreement. At the City's discretion, the verification described above may be attached to this Agreement as **Exhibit C**.

10.2 The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage limit of such insurance, nor shall it otherwise limit the City's recourse to any remedy available at law or in equity.

10.3 Minimum Scope of Insurance. The Consultant shall obtain the following types of insurance:

10.3.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG

20 26. The City shall be listed as an additional insured under the Consultant's Commercial General Liability insurance policy.

10.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

10.3.4 Professional Liability insurance to the extent appropriate and generally available to the Consultant's profession.

10.4 Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

10.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

10.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

10.4.3 Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim.

10.5 Other Insurance. The Consultant's Automobile Liability and Commercial General Liability insurance policies shall be primary, non-contributory insurance as respect to the City, and the policies shall state or be endorsed to state such status. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

10.6 Acceptability of Insurers. Insurance shall be placed with insurers having a current A.M. Best rating of not less than A:VII.

10.7 Verification of Coverage. The Consultant shall furnish the City with original certificates of insurance and a copy of amendatory endorsements evidencing the insurance requirements set forth herein prior to commencement of the Services.

10.8 Notice of Cancellation. The Consultant shall provide the City with written notice of any proposed or actual material change in or cancellation of any required policy set forth above within two (2) business days of the earlier of Consultant's knowledge thereof or receipt of such notice from the insurer and shall provide a copy of the insurer's notice when issued. The Consultant shall keep the City advised of the proposed and actual replacement or reinstatement status of the required coverages.

10.9 Failure to Maintain Insurance. Failure of the Consultant to maintain all or any portion of the insurance coverages as required above shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at City's discretion, procure or renew such insurance and pay any and all premiums in connection

therewith, with all sums so expended to be repaid to the City on demand, or at the sole discretion of the City to be offset against funds due the Consultant from the City.

10.10 Maintenance of Higher Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

11. Indemnification

11.1 The Consultant shall fully indemnify, defend, and hold harmless the City, its officers, officials (appointed and elected), employees, and agents (collectively "Indemnified Parties") from and against all allegations, claims, damages, losses, injuries, costs, and expenses, including attorneys or other professional fees (collectively "Claims"), asserted against any Indemnified Parties arising out of or resulting from the Consultant's performance of the Services or any obligation under this Agreement, except for and to the extent of injuries and damages caused by the sole negligence of the Indemnified Parties.

11.2. Should a court of competent jurisdiction determine that this agreement 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 property caused by or resulting from the concurrent negligence of the Consultant and the City, the Consultant's liability hereunder shall only be to the extent of the Consultant's negligence.

11.3 The Consultant's obligations under this Section 11 include, but are not limited to, all claims against any Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors or agents. For this purpose, the Consultant expressly waives, as respects the City and Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable.

BY SIGNING THIS AGREEMENT, THE CITY AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

11.4 The Consultant's obligations under this Section 11 shall survive expiration or termination of the Agreement.

12. Termination

12.1 The City may terminate this Agreement with or without cause upon thirty (30) days

written notice to the Consultant and shall pay the Consultant only for the Services then completed and accepted by the City. The Consultant may not terminate this Agreement except upon breach by the City and following not less than thirty (30) days written notice thereof to the City.

13. Notices

13.1 Any notices required to be given under this Agreement shall be in writing and directed to the Party at the address below. Notice shall be considered issued and effective upon receipt thereof by the addressee Party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

Aimee Kellerman City Clerk PO Box 144 Medina, Washington 98039 akellerman@medina-wa.gov 425-233-6411	MG Consulting LLC Megan Gregor 1207 N Landing Way, #1293 Renton, WA 98057 accounting@megangregorconsulting.com 847-858-6210
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14. General Provisions

14.1 Modification. No waiver, alteration, or modification of any provision of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

14.2 Taxes. The Consultant shall be solely responsible for the payment of any and all applicable taxes related to the Services provided under this Agreement; if such taxes are required to be passed through to the City by law, the same shall be duly itemized on timely billings submitted to the City by the Consultant.

14.3 Entire, Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the Parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the Parties.

14.4 Assignment or Subcontracting. The Consultant may not assign nor subcontract any portion of the Services to be provided under this Agreement without the express prior written consent of the City.

14.5 Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in **Exhibit A**. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City and agrees to take action to resolve the conflict.

14.6 Non-Waiver. A waiver of any breach by either Party shall not constitute a waiver of any subsequent breach.

14.7 Third Party Beneficiaries. This Agreement is solely for the conveniences of the Parties and there are no third-party beneficiaries to this Agreement.

14.8 Choice of Law. All questions concerning the validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in King County, Washington.

14.9 Compliance with Laws. The Consultant shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.10 Severability. Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

14.11 Attorney's Fees. In any action arising out of or relating to this Agreement, the substantially prevailing party shall be awarded its reasonable costs, including attorney fees.

14.12 Attachments and Conflicts. **Exhibit A** and **Exhibit B** are attached and incorporated into this Agreement. **Exhibit C** may be attached in accordance with Section 10 above. If there is any conflict between this Agreement and any attachments or exhibits to it, the terms of this Agreement control.

14.13 Authorized Signatures. By their signatures below, each Party represents that they are fully authorized to sign for and on behalf of the named principal above.

14.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the Parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

14.15 Effective Date. This Agreement is effective on the latest date this Agreement is executed by both Parties.

WHEREFORE, the Parties agree to be bound by the terms and conditions set forth above.

CITY OF MEDINA

CONSULTANT

Stephen R. Burns
Steve Burns, City Manager

Megan Gregor
Megan Gregor, Consultant

1/19/2024
Date

1/19/2024
Date

ATTEST:

Aimee Kellerman
Aimee Kellerman, CMC, City Clerk

APPROVED AS TO FORM:
OGDEN MURPHY WALLACE, PLLC

Emily Romanenko
Office of the City Attorney

ATTACHMENTS:

EXHIBIT A: Scope of Services
EXHIBIT B: Compensation Schedule
EXHIBIT C: Insurance Verification

EXHIBIT A

SCOPE OF SERVICES

There are three elements to this project that will fall under the scope of services for the Consultant.

1. **Print Records - Retention/Organization** - Services may include such tasks as:
 - a. Create custom destruction/archival logs for the city's future use.
 - b. Reviewing paper files that are currently held on or off site.
 - c. Creating destruction log paperwork for each box of paper records.
 - d. Organization of previous destruction logs and records.
 - e. Saving all print and electronic destruction logs in City's records management system for easy searching and retrieval.
 - f. Create and document future standards to follow for print records that will live out their retention in print format.
2. **Electronic Records on shared drives - Retention/Organization** - Services may include such tasks as:
 - a. Review electronic files currently saved on shared drives.
 - b. Creating destruction log paperwork for any items that have met their retention.
 - c. Organizing additional records in a way that will allow for easy import into the City's records management system.
 - d. Assist in the transfer of files to the State Archives, where applicable.
 - e. Create and document future standards to follow for electronic records that will live out their retention in electronic format on shared drives.
3. **Future Electronic Records – Organizational Foundation for the HR, Development Services, Public Works, and Police/Emergency Management departments** – Services may include such tasks as:
 - a. Working with each department to establish a folder structure for electronic files.
 - b. Mapping retention for all document types to be held in the City's records management system.
 - c. Creating/Defining metadata and templates for all document types identified.
 - d. Designing workflow processes regarding automation of filing for the City to provide to their Laserfiche Vendor to build and implement.
 - e. Create and document future standards to follow for electronic records that will live out their retention in electronic format in the City's records management system.

Consultant and Client will meet/touch base weekly to ensure clarity around tasks to be performed by consultant the following week. Additionally, Consultant will not charge for these check-in meetings. Project management of this project is an additional service that is provided at no extra cost to the client.

EXHIBIT B**FEE SCHEDULE**

All services provided for the duration of this contract by MG Consulting Services LLC will be billed at \$150 per hour, not to exceed \$50,000 as stated in the contract.

Travel fees will not be applied to any work that is to be completed within a 35-mile radius of Consultant's home base (22715 SE 275th St., Maple Valley, WA 98038).

Any travel that is required outside of that 35-mile radius will be charged at a rate of \$50 per hour of travel.

EXHIBIT C

INSURANCE VERIFICATION

(See attached)

Certificate Of Completion

Envelope Id: F371304EA3F141DD998BEDD3C3DAB774

Status: Completed

Subject: Complete with DocuSign: MG Consulting LLC Contract 2024.docx

Source Envelope:

Document Pages: 12

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Aimee Kellerman

AutoNav: Enabled

501 Evergreen Road

Enveloped Stamping: Enabled

Medina, WA 98039

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

akellerman@medina-wa.gov

IP Address: 146.129.245.86

Record Tracking

Status: Original

Holder: Aimee Kellerman

Location: DocuSign

1/19/2024 1:03:11 PM

akellerman@medina-wa.gov

Signer Events**Signature****Timestamp**

Megan Gregor

megan@meganregorconsulting.com

Security Level: Email, Account Authentication
(None)*Megan Gregor*

Sent: 1/19/2024 1:06:47 PM

Viewed: 1/19/2024 3:16:33 PM

Signed: 1/19/2024 3:16:45 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.42.146.228

Electronic Record and Signature Disclosure:

Accepted: 1/19/2024 3:16:33 PM

ID: 53f413d7-9598-4cb0-a470-90f67c630d49

Stephen R. Burns

sburns@medina-wa.gov

City Manager

Security Level: Email, Account Authentication
(None)*Stephen R. Burns*

Sent: 1/19/2024 3:16:46 PM

Viewed: 1/19/2024 3:33:05 PM

Signed: 1/19/2024 3:33:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 166.137.171.61

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 1/19/2024 3:33:05 PM

ID: b546e645-4b8b-42b5-865e-28f58480dae9

Emily Romanenko

eromanenko@omwlaw.com

Security Level: Email, Account Authentication
(None)*Emily Romanenko*

Sent: 1/19/2024 3:33:18 PM

Viewed: 1/22/2024 10:11:23 AM

Signed: 1/22/2024 10:14:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 13.64.235.48

Electronic Record and Signature Disclosure:

Accepted: 1/22/2024 10:11:23 AM

ID: eb9b09d3-4c86-489e-99af-49b6ec8c00ca

Aimee Kellerman

akellerman@medina-wa.gov

Security Level: Email, Account Authentication
(None)*Aimee Kellerman*

Sent: 1/22/2024 10:14:41 AM

Viewed: 1/22/2024 11:03:27 AM

Signed: 1/22/2024 11:03:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 146.129.245.86

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/19/2024 1:06:47 PM
Certified Delivered	Security Checked	1/22/2024 11:03:27 AM
Signing Complete	Security Checked	1/22/2024 11:03:40 AM
Completed	Security Checked	1/22/2024 11:03:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Medina (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Medina:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: akellerman@medina-wa.gov

To advise City of Medina of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at akellerman@medina-wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Medina

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to akellerman@medina-wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Medina

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to akellerman@medina-wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Medina as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Medina during the course of your relationship with City of Medina.



City of Medina, WA Print Records Offer to Archives

DATE *August 20, 2023*

DAN	Record Series Title and Description	Date Range	Descrip	Number of Boxes
GS50-01-12 Rev. 3	Communications – Governing/Executive/Advisory	2010-2014	Legal Notes/communications - Finance and PW	1
GS50-01-12 Rev. 3	Communications – Governing/Executive/Advisory	2010-2014	Legal Notes/communications - Mayor/Council & fire/Police	1

Method of Destruction: Shredding Company Pick-Up
PROSHRED Seattle
830 Industry Drive – Building 20
Tukwila, WA 98188

Volume to be Destroyed:

Number of Boxes: 2

Description of Boxes/Files:

~~INSERT HERE~~ *2 Bankers Boxes + full shredding bins*
Date of Destruction: DATE *8/20/2023*

Signatures of Approving Officials:

Dawn Nations

Department Records Management Coordinator – Dawn Nations, Deputy City Clerk

Aimee Kellerman

Supervisor/Director/Records Officer (RO) – Aimee Kellerman, City Clerk

[Signature]

Shredding Vendor (if applicable)

For Official Use Only:

Date Recv'd for Review:

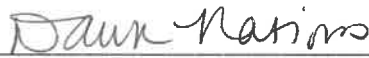

Date Approved:



City of Medina, WA
Print Records Destruction Log
August 31, 2023

DAN	Record Series Title and Description	Date Range	Destroy Date	Medina Tracking Only Box Letter / Log Number
GS50-02-04 Rev. 2	Secondary Copies - Invoices & check copy	2018	2019	A
GS50-02-04 Rev. 2	Secondary Copies - Invoices & check copy	2018	2019	B
GS50-02-04 Rev. 2	Secondary Copies - Invoices & check copy	2018	2019	C
GS50-03E-15 Rev. 1	Employee Pay History	2015-2018	2022	D
LU50-11-24 Rev. 1	Land Use Projects - Application Review - 1835 73rd Ave NE	1990-97	2003	E - 278
GS5011-169 Rev. 2	Contracts and Agreements - Capital Assets (Non-Real Property) - ROW Permits	2010-2013	2020	F - 182
GS50-01-11 Rev. 4	Contracts and Agreements - General - Contracts & Agreements 2011-2012	2011	2017	G - 303
GS2011-184 Rev. 3	Financial Transactions - AP (A-G)	2016	2023	H - 276
GS2016-007 Rev. 0	Members Notes - Agenda Packets	2007-2008	2009	I
GS2016-007 Rev. 0	Members Notes - Agenda Packets	2009	2010	J
GS2016-007 Rev. 0	Members notes - agenda packets thru 2010 AND	2010	2011	
GS2011-184 Rev. 3	Financial Transactions General - Check Registers (Not Payroll)	2006	2013	K
GS2016-007 Rev. 0	Members Notes - Agenda Packets	2011	2012	L
GS50-02-04 Rev. 2	Secondary Copies - Minutes	2003-2008	2009	M
GS2011-184 Rev. 3	Financial Transactions - AP (H-O)	2016	2023	N
GS2011-184 Rev. 3	Financial Transactions - AP (P-Z)	2016	2023	O
GS2011-184 Rev. 3	Financial Transactions - Cash Receipts	2016	2023	P
GS2016-007 Rev. 0	Members Notes - Budget Meetings	2001-2014	2015	Q
GS2011-184 Rev. 3	Financial Transactions - Cash Receipts	2015 & 2004	2022	R
GS50-03E-15 Rev. 1	Employee Pay History - Timecards	1998-2000	2005	S
GS50-03E-15 Rev. 1	Employee Work History	1991	2015	T
GS50-03E-15 Rev. 1	Employee Pay History - Timecards	2008-2009	2015	U

DAN	Record Series Title and Description	Date Range	Destroy Date	Medina Tracking Only Box Letter / Log Number
GS50-03E-15 Rev. 1	Employee Work History	1991-1995	2020	V
GS50-03E-15 Rev. 1	Employee Pay History - Timecards	1998-2000	2005	W
GS50-03E-15 Rev. 1	Employee Pay History - Timecards	2011	2015	X
LU50-11-05 Rev. 1	Permits Issued - Construction	up to 2009	2015	Y - 092
LU50-11-05 Rev. 1	Permits Issued - Construction	up to 2009	2015	Z - 093
LU50-11-05 Rev. 1	Permits Issued - Construction	up to 2009	2015	AA - 094
GS2011-184 Rev. 3	Financial Transactions - AP (A-E)	2015	2022	BB
GS2011-184 Rev. 3	Financial Transactions - AP (F-O)	2015	2022	CC
GS2011-184 Rev. 3	Financial Transactions - AP (P-Z)	2015	2022	DD
GS2011-184 Rev. 3	Financial Transactions - pass through	2014	2022	EE - 020
GS2011-184 Rev. 3	Financial Transactions - pass through	2011-2013	2020	FF - 022
GS50-03E-15 Rev. 1	Transactions)	2002-2010	2017	GG
GS50-03E-15 Rev. 1	Employee Pay History - Timecards	2007	2012	HH
GS50-02-04 Rev. 2	Secondary Copies - Budget Books	2000-2009	2010	II
GS50-03D-03 Rev. 0	Budget Development Files	up to 2006	2007	JJ
GS2011-169 Rev. 2	ROW Permits	1980-2001	2007	KK - 201
GS2012-016 Rev. 0	Public Notice (Official)	2012	2019	n/a (1 folder)
GS2010-014 Rev. 3	Public Records Requests	2010	2013	n/a (5 folders)

Method of Destruction: Shredding Company Pick-Up PROSHRED Seattle 830 Industry Drive – Building 20 Tukwila, WA 98188		Volume to be Destroyed: Number of Boxes: <u>34</u>	Description of Boxes/Files: Various – City Clerk's Office – Boxes from Off-Site Storage Date of Destruction: 08/31/2023
Signatures of Approving Officials:  Department Records Management Coordinator – Dawn Nations, Deputy City Clerk  Supervisor/Director/Records Officer (RO) – Aimee Kellerman, City Clerk _____ Shredding Vendor (if applicable)			For Official Use Only: Date Recv'd for Review: <u>29SEP23</u> Date Approved: <u>30SEP23</u>

Local Government Public Records Destruction Log

The purpose of this form is to document compliance and reasonable accountability by verifying that specific public records have met current, approved minimum retention periods before being destroyed pursuant to [RCW 40.14.070](#), [WAC 434-610-070](#), and [WAC 434-640-010, -020, and -030](#). Please fill out this form when destroying all public records whose minimum retention is *other than* "Retain until no longer needed for agency business then destroy" (such as records covered in the "Records with Minimal Retention Value" section of the [Local Government Common Records Retention Schedule \(CORE\)](#)).

Legal Disposition Authority (taken from Records Retention Schedule)				Agency Records			
Records Series Title	Records Series DAN	Records Retention Schedule	Minimum Retention Period	Description (Box/item numbers, volume, etc.)	Dates Covered	Date Minimum Retention Met	Method(s) of Destruction (See examples, below*)
<i>Public Disclosure</i>	GS2010-014 Rev. 3	2 Years	2 Years After Fulfilled	Online and CH Servers/Shared Drive	January – December 2016, 2017, 2018, 2019, 2020 and January -August 2021	Yes	Delete

**Examples of methods of destruction: electronic deletion, in-house OR outside contractor shredding, secure recycling, other (describe)*

Statement: The public records listed above have met their minimum retention period(s), are not subject to ongoing or reasonably anticipated litigation or public records requests, are not needed for audit or other agency business, and shall be destroyed.

The retention and disposition action for this Public Records Destruction Log is "Retain for the life of the agency" pursuant to CORE series GS50-09-06.

This sample form was prepared by Washington State Archives as a courtesy to local government agencies in January, 2014.

It may be modified to meet individual agency needs.

Local Government Public Records Destruction Log

The individual responsible for inventorying the listed records must sign below prior to the Records Manager's approval:

Employee Signature: Dawn Nations Printed Name: Dawn Nations Division: city clerks - Central Services

The Records Manager must sign the approval of this request prior to the destruction of the listed records:

Records Manager Signature: Aimee Kellerman Printed Name: Aimee Kellerman Date Approved: 9/21/2023

The person/people responsible for the destruction of records must sign upon destruction of the listed records:

Employee Signature: Dawn Nations Printed Name: Dawn Nations Date Records Destroyed: 9/22/2023

Vendor Business Name (if used): NA - online-CH server records Phone: _____

Vendor Signature: NA Printed Name: _____ Date Records Destroyed: _____

The retention and disposition action for this Public Records Destruction Log is "Retain for the life of the agency" pursuant to CORE series GS50-09-06.

This sample form was prepared by Washington State Archives as a courtesy to local government agencies in January, 2014.

It may be modified to meet individual agency needs.



City of Medina, WA

Print Records Destruction Log

October 2023

DAN's Included	File Contents	Date Range	Destroy Date
GS50-04B-06 Rev. 4	Employee Files - No Longer Employed as of 2008-2013 (includes benefit enrollment, tax forms, letters of resignation, etc.) Does NOT include pension verification files.	2001-2013	1/1/2020
GS50-04B-06 Rev. 4	Temporary Employee Files (lifeguards)	2010-2012	1/1/2019
GS2016-010 Rev. 0			
GS50-06B-09 Rev. 1	Refernce Materials and old software manuals	2002-2009	1/1/2010
GS50-02-04 Rev. 2	Secondary/Duplicate Copies of Accounts Payable Paperwork	2019-2021	1/1/2022
GS50-02-04 Rev. 2	Secondary/Duplicate - Employee Pay History - Time sheets - NOT pension verificaton	2019-2021	1/1/2022
GS2011-184 Rev. 3	Financial Transactions - General - Journal Entries	2015-2016	1/1/2023
GS50-03A-26 Rev. 1	Audit Reports		
GS50-03F-01 Rev. 0	Audit Back-Up Files	2013-2017	1/1/2018
GS50-03A-17 Rev. 1	Financial Reporting (mandatory - IRS - W-2's and 1099s	2011-2018	1/1/2023
GS50-06C-02 Rev. 1	Workers Comp Claims	2003	1/1/2011
GS2017-004 Rev. 0	Employee Litigation Development File	2006-2008	1/1/2010
GS50-03D-03 Rev. 0	Budget Working Files	2001-2003, 20	1/1/2018
GS50-12D-04 Rev. 0	State and Local Tax Returns	2016	1/1/2022
GS2011-184 Rev. 3	Financial Transactions - General - Various	2008-2012	1/1/2019

Method of Destruction: Shredding Company Pick-Up
PROSHRED Seattle
830 Industry Drive – Building 20
Tukwila, WA 98188

Volume to be Destroyed:

Number of Boxes: ____17____

Description of Boxes/Files:


10 Bankers Boxes & full shredding bins

Date of Destruction: 10/12/23

Signatures of Approving Officials:



Department Records Management Coordinator – Dawn Nations, Deputy City Clerk



Supervisor/Director/Records Officer (RO) – Aimee Kellerman, City Clerk

Shredding Vendor (if applicable)

For Official Use Only:

Date Recv'd for Review:

Date Approved:




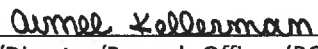
City of Medina, WA
Print Records Destruction Log
10/24/2023

DAN	Record Series Title and Description	Date Range	Destroy Date	Medina Tracking Only Box Letter / Log Number
GS50-04D-03 Rev. 1	Employee Benefits - Enrollment and Participation	2007-08	1/1/2015	Files from HR Filing Cabinet
GS50-01-11 Rev. 4	Contracts	2010-12	1/1/2017	
GS50-03E-01 Rev. 1	Employee Pay History	up to 2015	1/1/2022	
GS2011-180 Rev. 1	Agency Provided Training - Sexual Harassment 2015	2015	1/1/2022	
GS50-05A-26 Rev. 2	Employment Eligibility Verification - I-9 forms	2008-2010	1/1/2020	
GS50-04B-47 Rev. 3	Misconduct Files - Unfounded	2009	1/1/2011	
GS50-05A-26 Rev. 2	Employment Eligibility Verification - I-9 forms	2011-2012	1/1/2019	
GS2016-010 Rev. 0	Outside Agency Info	Up to 2015	1/1/2023	
<div style="display: flex; justify-content: space-between;"> <div style="width: 35%;"> Method of Destruction: Shredding Bin On-Site PROSHRED Seattle 830 Industry Drive – Building 20 Tukwila, WA 98188 </div> <div style="width: 20%;"> Volume to be Destroyed: Number of Boxes: <u>1/2</u> </div> <div style="width: 35%;"> Description of Boxes/Files: ½ Bankers Box Date of Destruction: 10/26/23 </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 70%;"> Signatures of Approving Officials: <div style="margin-bottom: 10px;"> Department Records Management Coordinator – Dawn Nations, Deputy City Clerk </div> <div style="margin-bottom: 10px;"> Supervisor/Director/Records Officer (RO) – Aimee Kellerman, City Clerk </div> <div> Shredding Vendor (if applicable) </div> </div> <div style="width: 25%; background-color: #f0f0f0; padding: 5px;"> For Official Use Only: Date Recv'd for Review: _____ Date Approved: <u>24 OCT 23</u> </div> </div>				

City of Medina, WA
Print Records Ready TO DESTROY
8/15/2024

DAN	Record Series Title and Description	Date Range	Destroy Date	Medina Tracking Only Box Letter / Log Number
GS2017-010 Rev. 0	Leave/Overtime - Non-Routine (seperated employees)	Up to 1/1/2018	1/1/2024	
GS50-04B-09 Rev. 2	Leave/Overtime - Routine (seperated employees)	Up to 1/1/2020	1/1/2024	
GS50-04D-03 Rev. 1	Employee Benefits - Enrollment and Participation (seperated employees)	Up to 8/1/2018	8/1/2024	
GS50-03E-01 Rev. 1	Employee Pay - Authorizations and Deductions (seperated employees)	Up to 8/1/2018	8/1/2024	
GS50-03E-15 Rev. 1	Employee Pay - History (seperated employees)	Up to 8/1/2020	8/1/2024	
GS2017-006 Rev. 0	Employee Pay - IRS Forms (seperated employees)	Up to 8/1/2020	8/1/2024	
GS50-06C-02 Rev. 1	Workers' Compensation Claims	Up to 8/1/2017	8/1/2024	
GS50-04B-06 Rev. 4	Employee Work History (seperated employees)	Up to 8/1/2018	8/1/2024	
GS2012-046 Rev. 0	Billing Stubs	2019-2021	1/1/2024	
GS2011-186 Rev. 0	Banking - Deposited Items	2019-2021	1/1/2024	
GS2010-082 Rev. 0	Law Enforcement Officers and Fire Fighters (LEOFF 1) Injury/Disability Claims	Up to 2011	1/1/2017	
GS50-08A-01 Rev. 1	Bids & Proposals - Successful (City Attorney Svs)	4/23/2018	4/24/2024	
GS2011-180 Rev 1	Agency Provided Training	Up to 7/1/2018	7/2/2024	
GS2011-184 Rev. 3	Financial Transactions - General	Up to 12/31/2016	1/1/2023	
LE2022-010 Rev. 0	Personnel Records (Peace/Corrections Officers)	Up to 6/1/2014	6/2/2024	
GS2011-183 Rev. 2	Financial Transactions – Bond, Grant, and Levy Projects	1/1/2009-12/31/2015	1/1/2022	
GS50-06E-08 Rev. 1	Disposal of Assets (Non-Real Property)	up to 2018	1/1/2024	
LP50-12D-09 Rev. 0	MONTHLY REPORT OF FEE AND TAX COLLECTIONS	2013-2016	2020	
GS50-04B-05 Rev. 1	Position Description and Classification	2004	2020	
GS50-08A-11 Rev. 1	Bids and Proposals – Unsuccessful	2013		

DAN	Record Series Title and Description	Date Range	Destroy Date	Medina Tracking Only Box Letter / Log Number
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Method of Destruction: Shredding Company Pick-Up PROSHRED Seattle 830 Industry Drive – Building 20 Tukwila, WA 98188		Volume to be Destroyed: Number of Boxes: 4	Description of Boxes/Files: Bankers Boxes Date of Destruction: August 15, 2024
Signatures of Approving Officials: <div style="text-align: center;">  Department Records Management Coordinator – Dawn Nations, Deputy City Clerk </div> <div style="text-align: center;">  Supervisor/Director/Records Officer (RO) – Aimee Kellerman, City Clerk </div> <div> Shredding Vendor (if applicable) </div>			For Official Use Only: Date Recv'd for Review: <div style="text-align: center;">08/01/2024</div> Date Approved: <div style="text-align: center;">08/15/2024</div>



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: December 8, 2025
To: Honorable Mayor and City Council
From: Jeff Swanson, City Manager
Subject: City Manager Report

- Bellevue Fire Report – **See attachment 1.**
- 2025 City Council Current Calendar – **See attachment 2.**
- 2025 City Council Past Calendar – **See attachment 3.**
- Flock Camera System

Recently there has been local and national media coverage concerning use of Flock camera systems and data sharing between law enforcement agencies. The City of Medina does not presently share any of its Flock data with other agencies, and Flock is contractually obliged to maintain the privacy of the City's data. Medina Police use Flock data as needed in the course of criminal investigations.

- Recap of Q4 Meetings with Community Partners

Below is a brief list of community partners I've recently had the opportunity to meet with in addition to meetings with community members, vendors, and so forth. A broad array of topics and issues of interest were covered, including: FIFA 2026, fiber optic internet service, traffic issues, legislative agendas, capital projects/infrastructure, middle housing, improving Medina resident access to regional services, academic partnership opportunities, coordination/cooperation, and constituent assistance needs.

Wendy Weiker, Republic Services
Lucy Liu, City of Bellevue Utilities
Sound Cities Association
ARCH – A Regional Coalition for Housing
Eastside Transportation Partnership
St. Thomas School
Katy Harris, Mayor of Yarrow Point
Dean Hachamovitch, Mayor Pro Tem of Clyde Hill
Chief Dave Tait, Bellevue Fire
Deputy City Manager Nathan McCommon, City of Bellevue
Master Builders Association of Bellevue
Lauren Domino, UW Evans School
King County Library Service
Bailey White, US Rep. Del Bene's Office

Contract City Incident Summary (Medina) Dec 3, 2025 2:23:01 PM

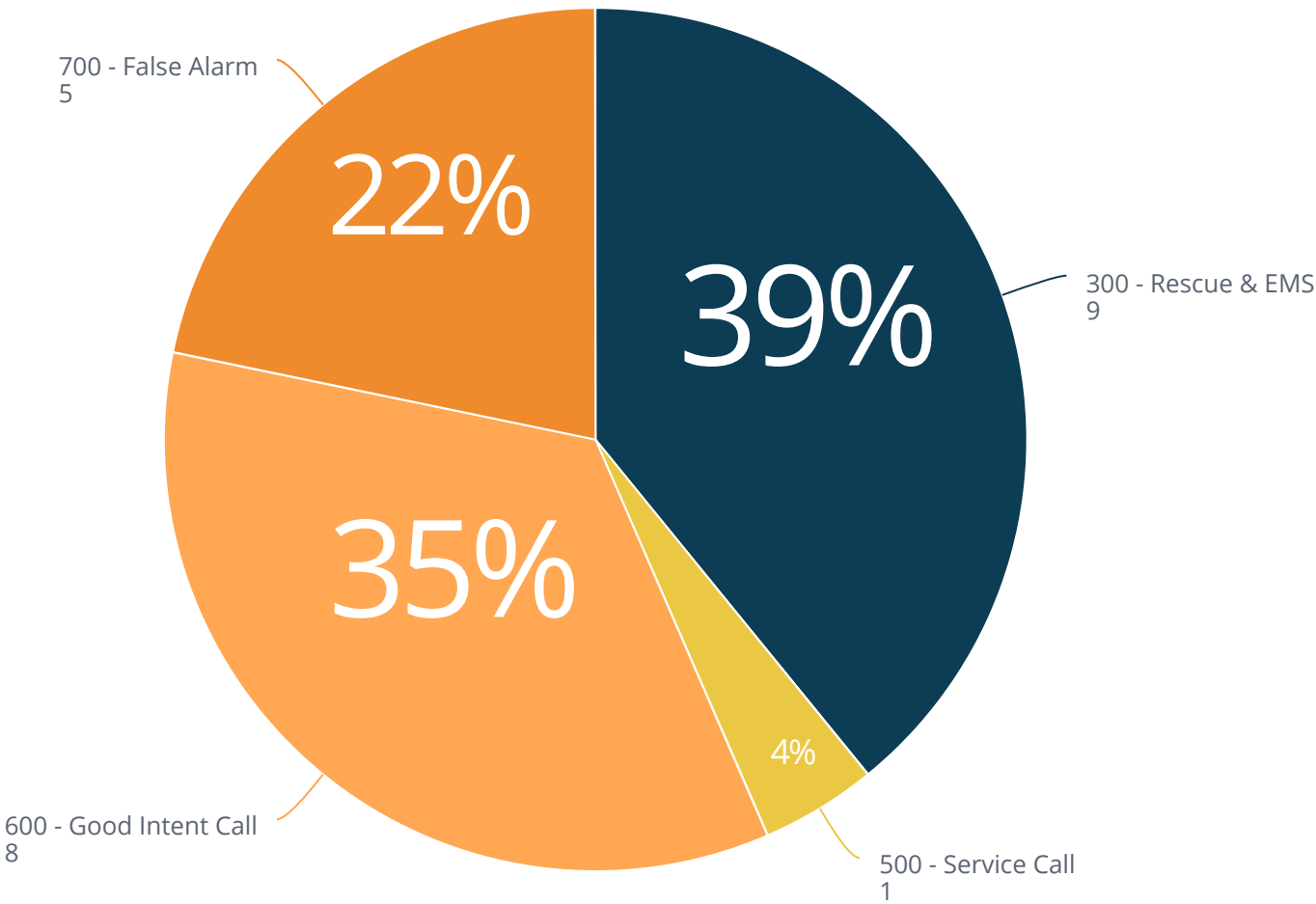
Filter statement

Filters Alarm Date Range Last Month | Is Locked true | Is Active true | Location City MEDINA, Medina

Fire and EMS
Summary

Count of Total Incidents
23

Percentage of Incident Type (with count)



Contract City Incident Summary (Medina) Dec 3, 2025 2:23:01 PM

Filter statement

Filters

Alarm Date Range

Last Month

|

Is Locked

true

|

Is Active

true

|

Location City

MEDINA, Medina

Count of Incidents by Type

Incident Type Group	Incident Type	Type Code	Count
300 - Rescue & EMS	EMS Call, Medical	3211	9
500 - Service Call	Service Call, other	500	1
600 - Good Intent Call	Dispatched & canceled en route	611	2
	Dispatched & cancelled en route - EMS	6111	4
	Dispatched & cancelled prior to going eroute - EMS	6112	1
	No incident found on arrival at dispatch address	622	1
600 - Good Intent Call Total			8
700 - False Alarm	Alarm system activation, no fire - unintentional	745	1
	Alarm system sounded due to malfunction	735	1
	Detector activation, no fire - unintentional	744	2
	Smoke detector activation, no fire - unintentional	743	1
700 - False Alarm Total			5
Count			23

**ATTACHMENT 2
CURRENT COUNCIL MEETINGS**

12/4

DECEMBER 8, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	Records Management Project- Laserfiche	Wagner			
Presentation	SPLASHForward Endorsement - Photo OP				
City Manager Report	All Department Reports				
Consent Agenda	November 2025, Check Register	Wagner			
Consent Agenda	PB minutes				
Consent Agenda	PC Minutes				
Consent Agenda	DRAFT 11/10/2025 CC Minutes	Nations			
Consent Agenda	Lighting Ordinance	Wilcox			
Consent Agenda	Approval of Third Amendment to Independent Force Investigations Team (IFIT) Interlocal Agreement	Sass, Robertson	Approve.		
Legislative Hearing	None.				
Public Hearing	Critical Areas Ordinance Update	Wilcox	Discussion and direction.	published 11/17/25	
City Business	2025 Budget Amendments	Wagner	Approve.		
City Business	Vegetation Management Reimbursement Policy	Osada	Adopt		
Executive Session	RCW 42.30.110(1)(i); RCW 42.30.110(1)(g)	Swanson			

DECEMBER 22, CANCELLED					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					

Parking Lot Items:

- Franchise Agreement - Weekly Recycling and Compost Update
- Wireless Facilities - Telecom
- Affordable Housing Presentation
- Joint PB/CC Meeting**

12/4

**ATTACHMENT 2
CURRENT COUNCIL MEETINGS****Joint PC/CC Meeting**

City Hall Resource Usage Update

Short-term Rentals: FIFA 2026

Website Updates

City Sponsored Events Ordinance (Wine
Garden)

Weekend Tree Cutting Discussion

Building Community Discussion - new resident orientation

Social Media Communications Marketing

Vacant Houses

Outdoor Lighting

Franchise Agreement -Fiber

Peaceful Hours across the City

Tech Stack Discussion

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4



MEDINA CITY COUNCIL

2025 AGENDA/ACTION CALENDAR

Meetings scheduled for 5:00 pm, online (unless noticed otherwise).

JANUARY 13, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	Police Officer Roman Scott - Professional Excellence Award - 15 Minutes	Sass	N/A		
Presentation	Introduction of Rob Kilmer as the City's Building Official. 10 Minutes	Wilcox	N/A		
Consent Agenda	December 2024, Check Register	Wagner	Approve.		
Consent Agenda	Approved PB Minutes	Nations	Receive and file.		
Consent Agenda	Approved PC Minutes	Bennett	Receive and file.		
Consent Agenda	Draft Meeting Minutes of: 11/25/2024 & 12/09/2024	Kellerman/Nations	Adopt.		
Legislative Hearing	None.				
Public Hearing	None.				
City Business	Middle Housing Update - 30 Minutes	Kesler	Discussion and Direction		
City Business	NE 12th Street Landscaping Update - 30 minutes	Osada	Discussion and Direction		
City Business	ROW Priorities - 30 Minutes	Burns/Robertson/Rossmann	Discussion and Direction		
City Business	Council Retreat Planning Discussion - 15 Minutes	Burns	Discussion and Direction		
City Business	Legislative Priorities Agenda Update	Burns	Discussion		
Executive Session	RCW 42.30.140 (4)(a) Collective Bargaining - 20 Minutes				
	RCW 42.30.110(1)(g) Employee Evaluation - 45 Minutes	Burns			
JANUARY 27, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	None.				
Consent Agenda	None.				

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

Legislative Hearing	None.				
Public Hearing	None.				
City Business	Middle Housing - 60 minutes	Kesler			
City Business	City Council Work Plan Review and Update - 45 minutes	Burns/Kellerman			
City Business	Park Board Goal Setting for Joint Meeting - 30 minutes	Burns/Osada			
City Business	City Legislative Priorities Update - 20 minutes	Burns			
FEBRUARY 10, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation	Legislative Update and Check-in by Soundview Strategies - 30 Minutes	Burns	N/A		
Consent Agenda	January 2025, Check Register	Wagner	Approve.		
Consent Agenda	13th Month Check Register	Wagner	Approve.		
Consent Agenda	Approved 11/13/2024 PB Minutes	Kellerman	Receive and file.		
Consent Agenda	Approved 1/16/2025 PC Minutes	Bennett	Receive and file.		
Consent Agenda	Draft 1/13/2025 & 1/27/2025 CC Minutes	Kellerman	Adopt.		
Consent Agenda	Medina Council Legislative Priorities	Burns	Approve.		
Consent Agenda					
Legislative Hearing	None.				
Public Hearing	None.				
City Business	City Manager Recruitment	Robertson/Archer	Discussion and direction.		
City Business	Middle Housing Update	Kesler	Discussion item only.		
City Business	City Right of Way Policy Discussion	Osada	Discussion and direction.		
City Business	NE 12th Street Landscape Options	Osada	Discussion and direction.		
Executive Session	RCW 42.30.140(4)(a) - Collective Bargaining				
	RCW 42.30.110(1)(b) - Real Estate	Burns/Wagner	N/A		

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

FEBRUARY 24, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	Middle Housing Subdivisions - 2 Hours	Kesler			
Consent Agenda	None.				
Legislative Hearing	None.				
Public Hearing	None.				
City Business	City Manager Recruitment Update	Robertson			
City Business	SCJ Contract Funding Update	Kesler/Wilcox			
Executive Session	RCW 42.30.140(4)(a) - Collective Bargaining - 20 minutes	Burns			

MARCH 10, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	Retreat Facilitator Update	Burns			
Presentation					
Consent Agenda	February 2025, Check Register	Wagner			
Consent Agenda	PC 12/18/24 minutes				
Consent Agenda	DRAFT 02/10/2024 Minutes	Kellerman			
Consent Agenda	Medina/Teamsters CBA	Burns/Wagner			
Consent Agenda	Eastside Transportation Partnership Agreement	Burns			
Legislative Hearing	None.				
Public Hearing	None.				
City Business	City Manager Recruiting Update - 15 minutes	Wagner			
City Business	Middle Housing Update - 30 minutes	Kesler			
City Business	Business License Program Update - 30 minutes	Wagner			
City Business	Donation - Medina Park - 20 minutes	Osada	Discussion and direction		
Executive Session	RCW 42.30.110 (1)(i) Potential Litigation - 15 minutes	Roberston			
Executive Session	RCW 42.30.110(1)(b) Real Estate - 20 minutes	Osada			

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

MARCH 24, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	Middle Housing Ordinances - 60 minutes	Kesler/Robertson	Discussion		
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business	Middle Housing Ordinance and Subdivision Lot - 45 minutes	Robertson/Kesler	Discussion and direction		
Executive Session					
APRIL 14, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	March 2025, Check Register	Wagner			
Consent Agenda	PB Minutes of 1/20/25	Nations			
Consent Agenda	PC Minutes of 3/25/25	Nations			
Consent Agenda	DRAFT 03/10/2025 & 02/24/2025 CC Minutes	Kellerman			
Consent Agenda	2025 Proclamation: Sexual Assault Awareness & Prevention Month	Burns			
Consent Agenda	56th Annual Professional Municipal Clerks Week May 4-May 10, 2025	Kellerman			
Legislative Hearing	None				
Public Hearing	None				
City Business	City Manager Hiring Update 10 min	Wagner	Update		
City Business	NE 12th Street Landscaping Update 20 minutes	Osada	Discussion and direction.		
City Business	Medina Park Donation Update 10 minutes	Osada	Discussion		
Executive Session	Potential Litigation 45 minutes	Osada/Fuller/Robertson			
APRIL 28, City Council Regular Meeting, 5:00 pm					

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Executive Session	City Manager Applications Review Tentative	Wagner			
Consent Agenda	Authorization for One-Time Travel Expenses	Wagner			
Legislative Hearing	None				
Public Hearing	None				
City Business	Recruitment Timeline Update	Wagner			
Additional City Business	Council May Take Action				
MAY 12, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	ARCH Presentation				
Consent Agenda	April 2025, Check Register	Wagner			
Consent Agenda	Approved PC Minutes	Kellerman			
Consent Agenda	DRAFT 3/24/2025, 04/14/2025 & 04/28/2025 CC Minutes	Kellerman			
Consent Agenda	Proclamation Honoring National Police Week and Peace Officer Memorial Day	Sass			
Consent Agenda	King County ILA Renewal - Road Services	Osada			
Legislative Hearing	none				
Public Hearing	Middle Housing Ordinance and	Kesler			
Public Hearing	Unit Lot Subdivision Ordinance	Kesler			
City Business	City Manager Recruitment Update	Robertson/Archer/Wagner			
City Business	ARCH Budget and Work Program	Swanson			
City Business	Critical Areas Ordinance	Wilcox			
Executive Sessions	RCW 42.30.110(1)(g) and RCW 42.30.110 (1)(i)				
MAY 27 (TUESDAY), City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	Presentation by Susan Pappalardo and Nancy Wenke Price on the new Bellevue Aquatics Center and the Mission of SPLASHForward. 15 Minutes	Swanson			
Study Session	Business Licenses - 50 Minutes	Wagner			

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

Consent Agenda	None.				
	Middle Housing & Unit Lot Subdivision Ordinances Continued from May 12 - 10 Minutes	Kesler	Continue to June 9 Study Session		
Public Hearing	City Manager Recruitment Update - 15 Minutes	Wagner	Approve Updated Timeline.		
City Business	Presentation and Approval of WRIA 8 ILA - 20 Minutes	Osada	Approve		
City Business					

JUNE 9, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	DRAFT Six-Year CIP/TIP/Non-TIP Plan - Tentative	Osada			
Consent Agenda	May 2025, Check Register	Wagner			
Consent Agenda	DRAFT 05/12/2025 & 05/27/2025 CC Minutes	Kellerman			
Consent Agenda	PB and PC Appointment Confirmations	Kellerman			
Consent Agenda	PB Minutes				
Consent Agenda	PC Minutes				
Legislative Hearing	None				
Public Hearing	None				
City Business	St. Thomas School Traffic Flow (video) - 15 Minutes	CM Nunn			
City Business	Overlake Drive Bridge - Vehicle Weight Limit Regulation	Osada	Ordinance and Potential Action		
Executive Session	RCW 42.30.110 (1)(g) RCW 42.30.110 (1)(i)				

JUNE 23, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	DRAFT Six-Year CIP/TIP/Non-TIP Plan	Osada			
Consent Agenda					
Consent Agenda	EXIGY Invoice	Swanson	Approve		
Legislative Hearing					
Public Hearing					
Public Hearing	DRAFT Six-Year CIP/TIP/Non-TIP Plan	Osada	First Hearing		6/12/2025
City Business					
City Business	Business Licenses	Wagner	Discussion and direction		

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

Executive Session RCW 42.56.110 (1)(i)					
JULY 14, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	Complete Streets Ordinance Discussion - 25 Minutes	Osada			
Study Session	Vegetation Management Reimbursement Policy - Tentative - 25 Minutes	Osada			
Presentation	Farewell Plaque Honoring Departing City Clerk Aimee Kellerman's 11+ Years of Service to the City of Medina - 5 Minutes				
Consent Agenda	June 2025, Check Register	Wagner			
Consent Agenda	DRAFT 06/09/2025 & 06/23/2025 CC Minutes	Nations/Kellerman			
Legislative Hearing	None				
Public Hearing	Six-Year CIP/TIP/Non-TIP Plan - 30 Minutes	Osada	Approve.		publish on 6/24/2025
City Business	None				
Executive Session	RCW 42.56.110 (1)(i) PL - 20 Minutes - Tentative				
JULY 28, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	Gas-Powered Leaf Blower Discussion - 25 Minutes	Osada			
Study Session	Council Values and Rules of Procedure - 20 Minutes	Swanson			
Presentation	None				
Consent Agenda	EXIGY Invoice	Swanson	Approve	Approved	
Legislative Hearing	None				
Public Hearing	Outdoor Lighting on Public and Private Property Interim Official Control ("IOC") - 15 Minutes	Robertson		Completed	

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

City Business	Complete Streets Ordinance - 10 Minutes	Osada	Discussion and Direction	Direction.	
City Business	Business License Ordinance - 15 Minutes	Wagner	Discussion item only	Completed	
City Business	Middle Housing Mitigations - 30 Minutes	Swanson/Wilcox	Presentation and Discussion.	Completed	
City Business	Animal Control Discussion - 20 Minutes	Sass	Discussion and Direction	Approved	
AUGUST 11, City Council Retreat					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Topic	Intro and review from May 2nd retreat	Swanson	Discussion	Completed	
Topic	Strategic Planning part 1 and part 2	Swanson	Discussion and Direction	Completed	
Topic	Intro to 2026 Annual Budget	Wagner	Discussion and Direction	Completed	
AUGUST 20, City Council RETREAT					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Topic	2026 Budget Discussion	Wagner		Completed	
Topic	Transportation System Plan Scope	Swanson		Completed	
Topic	City Organization Discussion	Swanson		Completed	
SEPTEMBER 8, City Council Special and Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session/ Presentation	Presentation on Tree Canopy Study by Facet 50 minutes	Steve Wilcox		Completed	
Presentation	Recognition for Lifeguards	Sass		Completed	
Consent Agenda	July/August 2025, Check Register	Wagner	Approve.	Approved	
Consent Agenda	PB minutes 5/19/2025	Nations	Receive and file	Received	
Consent Agenda	PC minutes 5/28/2025, 6/24/2025	Bennett	Receive and file	Received	
				Adopted 7/28 minutes. 7/14 clarification needed	
Consent Agenda	DRAFT 07/14/2025 & 07/28/2025 CC Minutes	Nations	Adopt minutes		
Consent Agenda	Traffic Engineering on-call contract	Osada	Approve	Approved	
Consent Agenda	Parking Fine Fees Ordinance	Sass	Adopt	Adopted	

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

Legislative Hearing	None			none	
Public Hearing	2026 Preliminary Budget Hearing 15 minutes	Wagner	Receive public comment	Completed	published on 8/19/2025
Public Hearing	Business Licenses Ordinance 30 minutes	Wagner	Receive public comment and direction.	Completed	published on 8/19/2025
City Business	Complete Street Ordinance 15 minutes	Osada	Adopt Ordinance	Adopted Ordinance	
Executive Session	RCW 42.30.110(1)(i) RCW 42.30.110(1)(g)			Completed	

SEPTEMBER 22, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	2026 Preliminary Budget - Deep Dive	Wagner		Completed	
Study Session	Vegetation Management Reimbursement Policy - Tentative 15 minutes	Osada		Moved to Oct. 27th	
Consent Agenda	2025 Overlay 87th Ave NE	Osada		Approved	
Consent Agenda	Tennis Courts Fence Rehab- All parks	Osada		Approved	
Legislative Hearing	None				
Public Hearing	None				
City Business					
City Business					
Executive Session	RCW 42.30.110(1)(i)RCW 42.30.110(1)(g)			Completed	

OCTOBER 13, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	2026 Preliminary Budget - Deep Dive	Wagner		Completed	
Presentation	None			None	
City Manager Report	All Department Reports: Council discussion re: Nov 24 & Dec 22 mtgs; Reconstitute DSC as ongoing comm.; End of year luncheon and end of term reception date/venue	Swanson		Completed	
Consent Agenda	September 2025, Check Register	Wagner		Approved	
Consent Agenda	PB Minutes 7/21/25	Nations		Received	
Consent Agenda	PC Minutes 7/22/2025	Bennett		Received	
Consent Agenda	DRAFT 09/08/2025 and 7/14/2025 resubmit	Nations		Adopted	

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

Legislative Hearing	None			None	
Public Hearing	2026 Preliminary Budget Hearing	Wagner		Completed	publish on 9/23/2025
Public Hearing	Business License	Wagner	Adopt	Adopted ordinance	publish on 9/23/2025
City Business	None			None	
Executive Session	RCW 42.30.110(1)(i); RCW 42.30.110(1)(g)	Robertson		Completed	

OCTOBER 27, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	Vegetation Management Reimbursement Policy (10 min)	Osada		Completed	
Study Session	Gas Powered Leaf Blowers (50 min)	Osada		Completed	
Consent Agenda	None.			None	
Legislative Hearing	None.			None	
Public Hearing	None.			None	
City Business	Small Works Roster Update	Osada		Adopted Ordinance and Resolution	
City Business	Gas Powered Leaf Blowers Discussion for draft ordinance			Direction given	
Executive Session	RCW 42.30.110(1)(i); RCW 42.30.110(1)(g)	Robertson		Completed	

NOVEMBER 10, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	2026 Legislative Priorities	Swanson			
Presentation					
City Manager Report	All Department Reports	Swanson			
Consent Agenda	October 2025, Check Register	Wagner	Approve		
Consent Agenda	DRAFT 9/22/2025, 10/13/2025 & 10/27/2025 CC Minutes	Nations	Adopt		
Consent Agenda	Development Services Committee Resolution	Wilcox	Adopt Resolution		
Legislative Hearing	None				
Public Hearing	2026 Proposed Budget and Salary Schedule	Wagner	Discussion		publish on 10/21/2025

**ATTACHMENT 3
PAST COUNCIL MEETINGS**

AGENDA ITEM 7.1a

12/4

Public Hearing	2026 Property Tax Resolution	Wagner	Adopt Resolution		publish on 10/21/2025
Executive Session	RCW 42.30.110(1)(i) tentative	Swanson			

****NOVEMBER 19, City Council SPECIAL Meeting, 5:00 pm****

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Study Session	GPLB follow up	Osada, Swanson, Robertson			
Presentation	none				
Consent Agenda					
Consent Agenda					
Legislative Hearing	none				
Public Hearing	none				
City Business	2025 Budget Amendments	Wagner	Discussion and direction		
City Business	2026 Final Budget and Salary Schedule	Wagner	Adopt		
City Business	2026 Legislative Priorities	Swanson	adopt		
City Business	Vegetation Management Reimbursement Policy	Osada	Discussion and direction		
Executive Session	RCW 42.30.110(1)(i) tentative	Swanson			



MEDINA POLICE DEPARTMENT

DATE: December 8th, 2025

TO: Jeff Swanson, City Manager

FROM: Jeffrey R. Sass, Chief of Police

RE: Police Department Update – November, 2025

The following is a summary highlighting some of the Medina Police Department activity in November, 2025.

Follow up:

Nothing to report.

Traffic Safety Emphasis:

Sergeants Tyler Glenn and Eric Anderson rotate the two speed and traffic flow measuring resources available to the Medina Police Department on a bi-weekly basis throughout our communities. The radar speed measuring device helps us monitor a targeted area to collect speed data consistently over a short period of time to assist us in directing patrol resources to areas of the community experiencing traffic safety abnormalities. The speed radar trailer provides instant speed feedback to drivers in targeted areas to help reduce speeding concerns.



Veteran's Day Coffee Cart in Yarrow Point:

Medina Police Officers Nathan Abbott and James Martin attended the Coffee Cart in Yarrow Point for Veteran's Day this year!

**Marine Patrol:**

Nothing to report.



MEDINA POLICE DEPARTMENT
Jeffrey R. Sass, Chief of Police
MONTHLY SUMMARY
NOVEMBER, 2025



FELONY CRIMES

MISDEMEANOR CRIMES

Domestic Violence Incident **2025-00006123** **11/25/2025**
 Officers were dispatched to the 8600 block of NE 6th Street for a report of a domestic violence incident.

OTHER

Death Investigation **2025-00005857** **11/09/2025**
 Officers were dispatched to the 3400 block of Evergreen Point Road for a report of an elderly subject found unconscious. Life-saving efforts were ultimately unsuccessful. No suspicious circumstances surround this incident.

Traffic Collision **2025-00006056** **11/21/2025**
 Officers were dispatched to the 1000 block of 84th Avenue NE for a two-vehicle, non-injury, non-reportable collision.



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

MONTHLY REPORT



AGENDA ITEM 7.1b

NOVEMBER, 2025

CRIMES	Current Month	YTD 2025	YTD 2024	Year-End 2024
Burglary	0	4	2	6
Vehicle Prowl	0	0	14	17
Vehicle Theft	0	1	0	1
Theft (mail & all other)	0	7	28	31
ID Theft/Fraud	0	7	13	14
Malicious Mischief (Vandalism)	0	4	9	9
Domestic Violence	1	7	14	15
Disturbance, Harassment & Non-DV Assault	0	5	15	15
TOTAL	1	35	95	108

COMMUNITY POLICING	Current Month	YTD 2025	YTD 2024	Year-End 2024
Drug Violations	0	1	1	1
Community Assists	45	691	430	474
Marine	0	8	10	10
House Watch Checks	53	747	730	955
School Zone	18	246	239	258
Behavioral Health	1	12	13	13
TOTAL	117	1705	1423	1711

TRAFFIC	Current Month	YTD 2025	YTD 2024	Year-End 2024
Collisions				
Injury	0	1	2	2
Non-Injury	0	3	4	5
Non-Reportable	1	4	3	3
TOTAL	1	8	9	10
Traffic Enforcement				
Criminal Citations	3	28	26	28
Infractions	12	257	394	418
Warnings	140	1860	1924	2175
TOTAL	155	2145	2344	2621

LICENSE PLATE READER EVENTS	Current Month	YTD 2025	YTD 2024	Year-End 2024
LPR alerts that were recovered	0	8	10	13
LPR alerts that were not located	2	39	68	77
LPR alerts that were located, not apprehended	0	0	4	4
TOTAL	2	47	82	94

CALLS FOR SERVICE	Current Month	YTD 2025	YTD 2024	Year-End 2024
Animal	7	53	27	29
Residential Alarms	13	187	189	221
Missing Person	0	4	3	3
Suspicious Activity/Area Checks	42	698	591	639
TOTAL	62	942	810	892

ADMINISTRATIVE	Current Month	YTD 2025	YTD 2024	Year-End 2024
Public Disclosure Requests Received	11	88	58	72
Concealed Pistol License Applications Processed	1	32	25	25
TOTAL	12	120	83	97

**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
Jeffrey R. Sass, Chief of Police
MONTHLY SUMMARY

TOWN OF
HUNTS POINT
Washington

NOVEMBER, 2025

FELONY CRIMES

Harassment

2025-00005845

11/06/2025

Officers were dispatched to the 3000 block of Hunts Point Road for a report from a food delivery driver who stated they received threatening text messages from the intended recipient in Hunts Point. Officers have applied for and executed a search warrant to receive all information from the food delivery service that may assist in determining who the suspect is, but it is currently suspected that the messages sent to the delivery driver were made by a fraudulent account by someone not in the area. Investigation ongoing.

MISDEMEANOR CRIMES

MV Prowl

2025-00006057

11/21/2025

Officers were dispatched to the Hunts Point Town Hall parking lot for a report of a motor vehicle prowling that occurred within the hour. A backpack containing a laptop and wallet was stolen from inside the unlocked vehicle. No additional investigatory information available at this time.

OTHER



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

MONTHLY REPORT

AGENDA ITEM 7.1b

TOW
HUNTS POINT
Washington

NOVEMBER, 2025

CRIMES	Current Month	YTD 2025	YTD 2024	Year-End 2024
Burglary	0	0	0	0
Vehicle Prowl	1	1	2	2
Vehicle Theft	0	0	1	1
Theft (mail & all other)	0	0	2	2
ID Theft/Fraud	0	2	3	3
Malicious Mischief (Vandalism)	0	0	2	3
Domestic Violence	0	3	9	11
Disturbance, Harassment & Non-DV Assault	1	2	5	5
TOTAL	2	8	24	27

COMMUNITY POLICING	Current Month	YTD 2025	YTD 2024	Year-End 2024
Drug Violations	0	0	0	0
Community Assists	5	125	71	76
Marine	0	7	1	1
House Watch Checks	11	84	45	65
Behavioral Health	0	1	1	1
TOTAL	16	217	118	143

TRAFFIC	Current Month	YTD 2025	YTD 2024	Year-End 2024
Collisions				
Injury	0	0	0	0
Non-Injury	0	0	1	1
Non-Reportable	0	0	1	1
TOTAL	0	0	2	2
Traffic Enforcement				
Citations	0	12	8	9
Infractions	0	97	69	73
Warnings	0	461	429	467
TOTAL	0	570	506	549

LICENSE PLATE READER EVENTS	Current Month	YTD 2025	YTD 2024	Year-End 2024
LPR alerts that were recovered	0	0	1	1
LPR alerts that were not located	1	7	3	5
LPR alerts that were located, not apprehended	0	1	0	1
TOTAL	0	8	4	7

CALLS FOR SERVICE	Current Month	YTD 2025	YTD 2024	Year-End 2024
Animal	0	4	11	13
Residential Alarms	3	23	56	61
Missing Person	0	0	2	2
Suspicious Activity/Area Checks	5	100	75	82
TOTAL	8	127	144	158

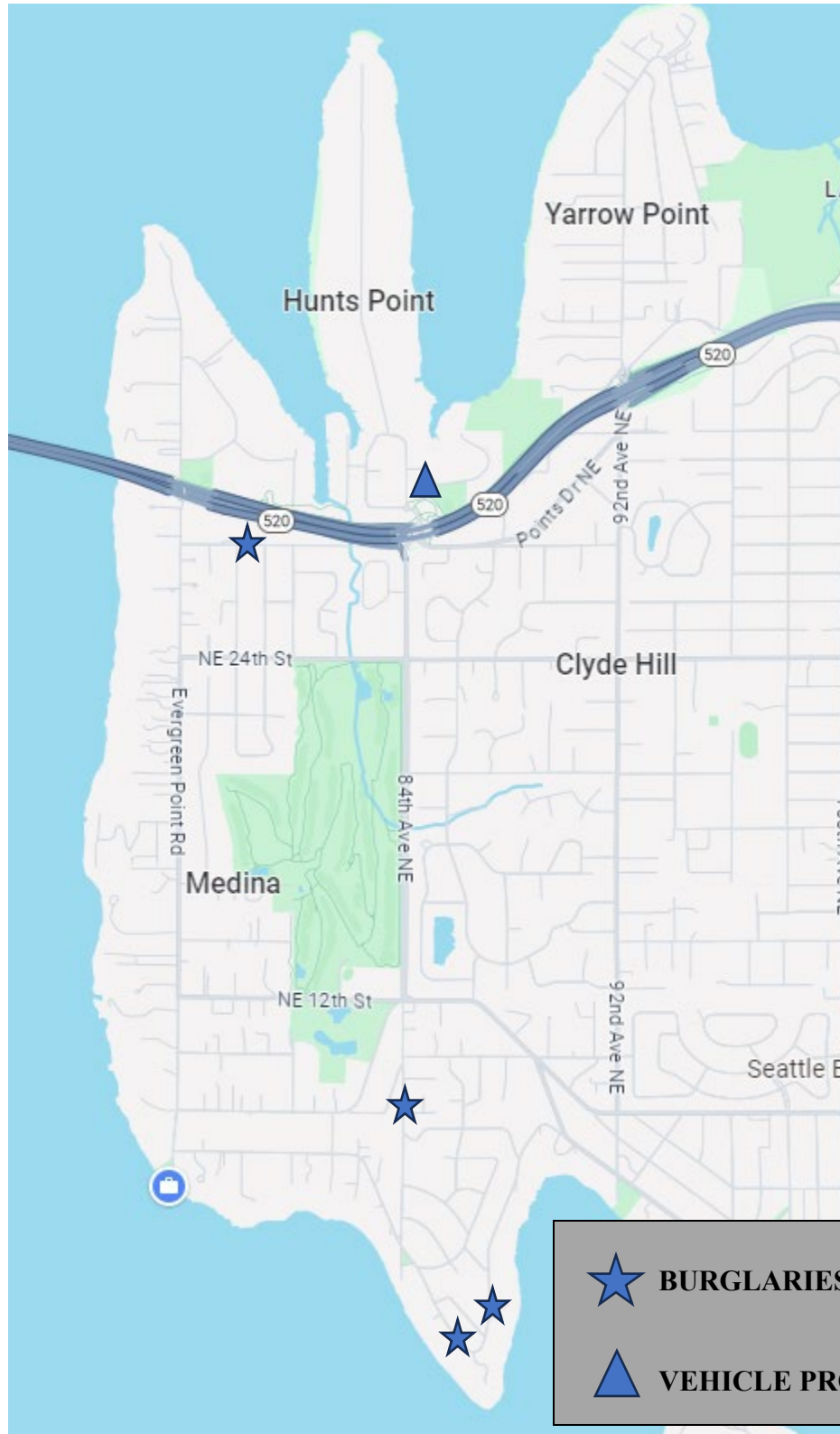
*This report does not include all calls for service handled by Medina Police Officers. It is meant to be an overview of general calls for service within the specified reporting period.



MEDINA POLICE DEPARTMENT

BURGLARY & MOTOR VEHICLE PROWL INCIDENT MAP

NOVEMBER YEAR-TO-DATE





MEDINA POLICE DEPARTMENT

MONTHLY REPORTING STANDARDS



CATEGORY	DETAILS
Burglary	Includes: <ul style="list-style-type: none"> Burglary (all degrees) Residential Burglary
Vehicle Prowl	All degrees of Motor Vehicle Prowl.
Vehicle Theft	Includes: <ul style="list-style-type: none"> Motor vehicle theft Taking a motor vehicle without permission Car jacking
Theft	Includes: <ul style="list-style-type: none"> Possession of stolen property Theft (all degrees) Theft of mail
ID Theft/Fraud	Includes: <ul style="list-style-type: none"> Identity theft Fraud
Malicious Mischief	Includes: <ul style="list-style-type: none"> Arson Malicious Mischief (vandalism)
Domestic Violence	Includes: <ul style="list-style-type: none"> DV Assault (all degrees) Violation of Domestic Violence Court Order DV Harassment (all degrees) Custodial Interference Order Service DV Rape & Sex Offenses
Disturbance/Harassment /Non-DV Assault	Includes: <ul style="list-style-type: none"> Disturbance Telephonic Harassment Harassment (all degrees) Assault (all degrees) Abuse investigations Extortion Kidnapping Non-DV Rape & Sex Offenses Robbery
Drug Violations	Includes all Violations of the Uniformed Controlled Substances Act
Community Assists	Includes: <ul style="list-style-type: none"> Adult Protective Services (APS) investigations Child Protective Services (CPS) investigations Civil matters Community Policing

	<ul style="list-style-type: none"> • Non-suspicious Death Investigations • Assisting the Fire Department/EMS • Found Child • Found Property • Special Events
Marine	Includes all incidents within our jurisdiction on the waterways.
House Watch Checks	Total number of visits to residences on house watch within the reporting period.
School Zone	Total number of school zone patrols conducted at all three elementary schools within the reporting period.
Behavioral Health	Calls for service involving individuals experiencing a behavioral or mental health episode. The call may have resulted in anything ranging from no police action and an involuntary commitment to a medical facility for treatment.
Traffic Collisions	<p>Includes:</p> <ul style="list-style-type: none"> • Injury collisions involve medical treatment to at least one of the involved parties, either by on-scene EMS evaluation/treatment and/or transportation to a medical facility for treatment. These collisions require a police case report by law. • Non-injury collisions involve a collision in which there is property damage amounting to at least \$1,000 but no involved parties were injured. These collisions require a police case report by law. • Non-reportable collisions involve a collision under any of the following circumstances: <ul style="list-style-type: none"> ○ Collision on private property with no injuries. ○ Collision on public right of way with no injuries and any property damage did not amount to at least \$1,000.
Traffic Enforcement	<p>Citations:</p> <ul style="list-style-type: none"> • Any criminal traffic citation, to include Driving With Suspended License, Reckless Driving, DUI, etc. <p>Infractions:</p> <ul style="list-style-type: none"> • Any non-criminal traffic stop that resulted in the issuance of a civil infraction (ticket) to the driver. <p>Warnings:</p> <ul style="list-style-type: none"> • Any traffic stop that resulted in a verbal warning to the driver.
License Plate Reader (LPR) Events	<p>Stolen license plates/vehicles that alerted the LPR system and were recovered.</p> <p>Stolen license plates/vehicles that alerted the LPR system and were not located.</p> <p>Stolen license plates/vehicles that alerted the LPR system and were located but fled from law enforcement attempts to apprehend the vehicle.</p>
Animal	<p>Includes:</p> <ul style="list-style-type: none"> • Found animal call for service • Lost animal call for service • Welfare check involving an animal • Noise complaints or nuisance calls for service involving an animal
Residential Alarms	House alarms that are triggered and the alarm company contacts 911 for a police response. These calls for service do not include alarm calls that become a burglary investigation upon police arrival.
Missing Person	Calls for service where a missing person report is taken, or the assistance of law enforcement is requested to search for a missing person. These calls include adults as well as juveniles.

Suspicious Activity/Area Checks	<p>Includes:</p> <ul style="list-style-type: none">• Noise complaints• Suspicious person/activity reports• Field contacts made by officers on patrol• Loud party calls, juveniles• Reports of dangerous driving• Weapons Complaints• Soliciting• Welfare Check• Prowler
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**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.*



501 Evergreen Point Road, Medina WA 98039
425.233.6400 www.medina-wa.gov

Date: December 8, 2025
To: Honorable Mayor and City Council
Via: Jeff Swanson, City Manager
From: Steven R. Wilcox, Development Services Department Director
Subject: Development Services Department Monthly Report

Permitting

Please see the permits issued report provided. The summary is that permit applications in 2025 remained low through the entire year.

2024 was also slow but appears busy (see comparison) due to a large number of applications in late 2023 and the associated permits then issued in 2024. Since issuing the 2023 permits in the first half of 2024, Development Services activity has been slow.

I will provide a summary next month of permit activity including a 2025 Permit Valuation chart.

Permit Applications of Interest

Here is an update of a project which Council has been previously advised on.

American Tower Company (ATC)

We are processing building permit applications for changes to nine existing ATC cell facilities (wood poles with antennas) located within Medina public right of way. A tenth facility will require a height variance and is not currently being processed.

Development Services

I apologize for the brief report this month. I am out of the office currently, but still getting some work accomplished. Next year will be busy for Development Services and it is going to require that our staff put in full effort.

I am not expecting permit activity to increase from where it has been the past two years because there is no reason to. For various reasons I do believe that it is appropriate to look into why development/permit activity in Medina is low and for so long. This is a project for early 2026 that will help with 2027 budgeting and other decisions.

Development Services is financed through permit fees, cash deposits, and the General Fund. With a better understanding of projected long-term development activity for Medina we can improve how

we operate and also increase transparency. The General Fund should only provide a reserve for the DS Fund in my opinion, but the reserve amount has not been established as a policy and probably should be. Permit fees vs. increasing reliance on cash deposits should be evaluated. An outside consultant can perform a “fee study” for us, but in lieu of that I will at least get a start on what I see is needed. An alternative is to eliminate the DS Fund.

A Planning Commission work calendar is still pending. We can keep PC busy, but it is without a calendar until work is understood, priorities are established and then assigned. If PC is working on mandates as required by the state and Council priorities as we know them, we can keep PC busy in 2026, but it is without long-range Council direction.

I believe that Council should be introduced to options for tree management. In 2026 we will have the data collected which is needed to begin making decisions about how the City would like to manage trees. Potentially this could include a change in our existing Tree Management Code philosophy. If the Council did decide to make changes to Medina tree management, this could be scheduled for 2027 with preparations starting in late 2026 following budget discussions.

Administrative work to improve Development Services will keep our Development Coordinator and Building Official busy even if permit activity is low in 2026. The Building Official is allotted 50% of his cost to Development Services in 2026.

November 2025 Permit Applications Received

Permit Type	Submitted Date	Permit Number	Total Valuation	Address
B-ADD/ALT	11/18/2025	B-25-080	\$180,000.00	1000 80th Ave NE
TOTAL B-ADD/ALT:	1		\$180,000.00	
B-DEM	11/07/2025	D-25-014		3405 EVERGREEN POINT RD
B-DEM	11/17/2025	D-25-015		543 OVERLAKE DR E
TOTAL B-DEM:	2		\$0.00	
B-FENCE	11/09/2025	B-25-077	\$10,500.00	1200 Evergreen Pt Rd.
B-FENCE	11/17/2025	B-25-079	\$26,000.00	1625 EVERGREEN POINT RD
B-FENCE	11/19/2025	B-25-081	\$75,000.00	611 EVERGREEN POINT RD
TOTAL B-FENCE:	3		\$111,500.00	
B-GAS	11/03/2025	G-25-024		3621 EVERGREEN POINT RD
TOTAL B-GAS:	1		\$0.00	
B-GATE	11/20/2025	B-25-082	\$24,000.00	1625 EVERGREEN POINT RD
TOTAL B-GATE:	1		\$24,000.00	
B-MECHANICAL	11/03/2025	M-25-099		2045 78th Ave NE
B-MECHANICAL	11/05/2025	M-25-100		2615 80TH AVE NE
B-MECHANICAL	11/11/2025	M-25-101		8444 Midland Rd.

B-MECHANICAL	11/14/2025	M-25-102		1011 80th PI NE
B-MECHANICAL	11/19/2025	M-25-103		2039 79TH AVE NE
B-MECHANICAL	11/19/2025	M-25-104		2607 Evergreen Pt. Rd.
B-MECHANICAL	11/28/2025	M-25-108		1526 79th PI NE
B-MECHANICAL	11/21/2025	M-25-105		841 86th Ave NE
B-MECHANICAL	11/24/2025	M-25-106	\$68,000.00	7920 NE 32nd st.
B-MECHANICAL	11/25/2025	M-25-107		2607 Evergreen Pt. Rd.
TOTAL B-MECHANICAL:	10		\$68,000.00	
B-PLUMBING	11/10/2025	P-25-055		7920 NE 32ND ST
TOTAL B-PLUMBING:	1		\$0.00	
B-ROOF	11/26/2025	B-25-083		8608 NE 10TH ST
TOTAL B-ROOF:	1		\$0.00	
B-SFR	11/06/2025	B-25-075	\$2,000,000.00	543 OVERLAKE DR E
B-SFR	11/07/2025	B-25-076	\$2,300,000.00	3405 EVERGREEN POINT RD
B-SFR	11/30/2025	B-25-084	\$3,500,000.00	2227 EVERGREEN POINT RD
B-SFR	11/30/2025	B-25-085	\$3,050,000.00	7570 NE 28TH PL

TOTAL B-SFR:	4		\$10,850,000.00	
B-WALL	11/14/2025	B-25-078	\$62,032.00	2237 EVERGREEN POINT RD
TOTAL B-WALL:	1		\$62,032.00	
CAP - CONSTRUCTION ACTIVITY PERMIT	11/07/2025	CAP-25-049		3405 EVERGREEN POINT RD
CAP - CONSTRUCTION ACTIVITY PERMIT	11/10/2025	CAP-25-050		1200 EVERGREEN POINT RD
CAP - CONSTRUCTION ACTIVITY PERMIT	11/18/2025	CAP-25-052		1000 80th Ave NE
CAP - CONSTRUCTION ACTIVITY PERMIT	11/17/2025	CAP-25-051		543 OVERLAKE DR E
TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:	4		\$0.00	
ENG-GRADING/DRAINAGE	11/07/2025	ENG-GD-25-028		3405 EVERGREEN POINT RD
ENG-GRADING/DRAINAGE	11/17/2025	ENG-GD-25-029		543 OVERLAKE DR E
ENG-GRADING/DRAINAGE	11/30/2025	ENG-GD-25-030		7570 NE 28TH PL
TOTAL ENG-GRADING/DRAINAGE:	3		\$0.00	
P-ADMIN SPECIAL USE	11/05/2025	P-25-052		3217 EVERGREEN POINT RD
TOTAL P-ADMIN SPECIAL USE:	1		\$0.00	
P-CODE INTERP	11/10/2025	P-25-054		2827 EVERGREEN POINT RD
TOTAL P-CODE INTERP:	1		\$0.00	
P-CRITICAL AREAS REVIEW	11/05/2025	P-25-053		3217 EVERGREEN POINT RD

TOTAL P-CRITICAL AREAS REVIEW:	1		\$0.00	
P-MINOR DEVIATION	11/11/2025	P-25-057		3230 78TH PL NE
TOTAL P-MINOR DEVIATION:	1		\$0.00	
P-SUBSTANTIAL DEV PERMIT EXEMPTION	11/11/2025	P-25-056		3230 78TH PL NE
TOTAL P-SUBSTANTIAL DEV PERMIT EXEMPTION:	1		\$0.00	
PW-RIGHT OF WAY	11/04/2025	PW-ROW-25-065		8637 NE 6TH ST
PW-RIGHT OF WAY	11/11/2025	PW-ROW-25-066		3640 Evergreen Pt Rd.
PW-RIGHT OF WAY	11/11/2025	PW-ROW-25-067		7626 NE 10TH ST
PW-RIGHT OF WAY	11/18/2025	PW-ROW-25-068		1000 80th Ave NE
TOTAL PW-RIGHT OF WAY:	4		\$0.00	
TREE-ADMIN ROW TREE REMOVAL	11/19/2025	TREE-25-080		7848 NE 10TH ST
TOTAL TREE-ADMIN ROW TREE REMOVAL:	1		\$0.00	
TREE-NON ADMIN TREE ACTIVITY PERMIT	11/07/2025	TREE-25-074		8865 OVERLAKE DR W
TREE-NON ADMIN TREE ACTIVITY PERMIT	11/26/2025	TREE-25-082		3419 EVERGREEN POINT RD
TOTAL TREE-NON ADMIN TREE ACTIVITY PERMIT:	2		\$0.00	
TREE-PERFORMANCE	11/06/2025	TREE-25-073		7613 OVERLAKE DR W
TREE-PERFORMANCE	11/16/2025	TREE-25-075		2039 78TH AVE NE

TREE-PERFORMANCE	11/17/2025	TREE-25-077		8865 OVERLAKE DR W
TREE-PERFORMANCE	11/18/2025	TREE-25-078		3444 EVERGREEN POINT RD
TREE-PERFORMANCE	11/18/2025	TREE-25-079		2638 82ND AVE NE
TREE-PERFORMANCE	11/30/2025	TREE-25-083		7570 NE 28TH PL
TOTAL TREE-PERFORMANCE:	6		\$0.00	
TREE-RESTORATION	11/03/2025	TREE-25-072		8120 OVERLAKE DR W
TOTAL TREE-RESTORATION:	1		\$0.00	
TREE-WITH BUILDING/DEVELOPMENT	11/17/2025	TREE-25-076		543 OVERLAKE DR E
TREE-WITH BUILDING/DEVELOPMENT	11/26/2025	TREE-25-081		3419 EVERGREEN POINT RD
TOTAL TREE-WITH BUILDING/DEVELOPMENT:	2		\$0.00	
Total # of Permits	52		\$11,295,532.00	



November 2025 Issued Permits

Page 1 of 1

Report run on: 12/01/2025 09:59 AM

Construction Value:	November 2025	November 2024	2025 YTM	2024 YTM	Difference
Accessory Structure	-	-	\$30,000.00	-	\$30,000.00
Addition / Alteration	\$217,000.00	\$47,000.00	\$11,058,871.42	\$16,918,034.33	(\$5,859,162.91)
Fence / Wall	\$31,000.00	\$51,997.00	\$321,937.66	\$671,210.16	(\$349,272.50)
New Construction	\$3,890,000.00	-	\$14,825,767.10	\$42,128,510.75	\$27,302,743.65
Repair / Replace	-	-	-	-	\$0.00
Wireless Comm. Facility	-	-	\$30,000.00	-	\$30,000.00
Total Value:	\$4,138,000.00	\$98,997.00	\$26,266,576.18	\$59,717,755.24	\$33,451,179.06
Permits Issued:	November 2025	November 2024	2025 YTM	2024 YTM	Difference
New Construction	1	-	6	16	(10)
Permit Extension	6	3	46	34	12
Accessory Structure	-	-	1	-	1
Addition / Alteration	2	1	22	26	(4)
Construction Activity Permit	5	2	45	48	(3)
Demolition	1	-	7	14	(7)
Fence / Wall	3	3	18	16	2
Grading / Drainage	3	-	19	31	(12)
Mechanical	7	5	97	92	5
Other - Moving	-	-	-	-	0
Plumbing / Gas	2	3	54	72	(18)
Repair / Replace	-	-	-	-	0
Reroof	-	-	-	-	0
Right of Way Use	6	7	60	89	(29)
Tree Mitigation	10	1	50	58	(8)
Wireless Comm. Facility	-	-	1	-	1
Total Permits:	46	25	426	496	(70)
Inspections:	November 2025	November 2024	2025 YTM	2024 YTM	Difference
Building	60	74	938	1,041	(103)
Engineering/Other	32	33	218	244	(26)
	12	3	51	49	2
Tree	2	4	35	59	(24)
Total Inspections:	106	114	1,242	1,393	(151)



November 2025 Code Enforcement Report

Case Number	Case Type	Assigned To	Address	Case Text	Fine Amount
CC-2025-101	GENERAL	Rob Kilmer	3444 EVERGREEN POINT RD	<p>Description: Heard sounds of hammering and construction coming from a site where all work had been concluded.</p> <p>Action Taken: Spoke with workers on site and directed them to have their project manager contact me. Educated the project manager regarding the building permit thresholds in Medina.</p>	N/A
CC-2025-102	GENERAL	Rob Kilmer	3309 Evergreen Point Road	<p>Description: Observed construction-equipment delivery workers causing an unsafe traffic situation.</p> <p>Action Taken: Took control of traffic management until the situation was resolved. Spoke at length to the workers about the requirement for traffic control if their deliveries would result in obstruction of the roadway.</p>	N/A
CC-2025-103	SIGN VIOLATION	Rob Kilmer	Various	<p>Description: Observed signs (XTREME Painting LLC)(3) displayed along City right-of-ways.</p> <p>Action Taken: Removed signs and contacted company to inform them of the sign rules in Medina.</p>	N/A
CC-2025-104	SIGN VIOLATION	Rob Kilmer	84th & 82nd	<p>Description: Observed sign (Sacred Heart School) displayed along the City right-of-way a week past the time of the advertised event.</p> <p>Action Taken: Removed the sign and recycled it.</p>	N/A
CC-2025-105	SIGN VIOLATION	Rob Kilmer	3332 78TH PL NE	<p>Description: Observed signs (Associated Landscaping)(2) displayed along City right-of-way.</p> <p>Action Taken: Removed signs and contacted the company to inform them of the sign rules in Medina.</p>	N/A
CC-2025-106	SIGN VIOLATION	Rob Kilmer	8400 Block of NE 12th	<p>Description: Observed signs (We Install! Christmas Lights 206-385-5887) displayed along City right-of-ways.</p> <p>Action Taken: Removed signs and contacted the company to inform them of the sign rules in Medina.</p>	N/A
CC-2025-107	SIGN VIOLATION	Rob Kilmer	8300 Block of NE 24th	<p>Description: Observed signs (We Hang Christmas Lights 425-553-7810) displayed along City right-of-ways.</p> <p>Action Taken: Removed signs and contacted the company to inform them of the sign rules in Medina.</p>	N/A

CC-2025-108	SIGN VIOLATION	Rob Kilmer	84th and NE 12th	<p>Description: Observed signs (We Install! Christmas Lights 425-230-0019) displayed along City right-of-ways.</p> <p>Action Taken: Removed signs and contacted the company to inform them of the sign rules in Medina.</p>	N/A
CC-2025-109	SIGN VIOLATION	Rob Kilmer	7800 Block of NE 24th	<p>Description: Observed signs (Roof Cleaning 425-532-1111) displayed along City right-of-ways.</p> <p>Action Taken: Removed signs and contacted the company to inform them of the sign rules in Medina.</p>	N/A
CC-2025-110	SIGN VIOLATION	Rob Kilmer	NE 24th and EPR	<p>Description: Observed sign (Window Washing 425-200-4711) displayed along City right-of-way.</p> <p>Action Taken: Removed signs and contacted the company to inform them of the sign rules in Medina.</p>	N/A
CC-2025-111	SIGN VIOLATION	Rob Kilmer	Various	<p>Description: Observed signs (Christmas Lights Installers 425-956-4885)(5) displayed along City right-of-ways.</p> <p>Action Taken: Removed signs and contacted the company to inform them of the sign rules in Medina.</p>	N/A
CC-2025-112	TREE INVESTIGATION	Rob Kilmer & Andy Crossett	2638 82ND AVE NE	<p>Description: Received concern regarding tree pruning.</p> <p>Action Taken: Along with the City Arborist, visited the site and spoke with the homeowner. The City Arborist is now guiding the owner on what permit will be required if any of the trees are to be removed.</p>	N/A
CC-2025-113	GENERAL	Rob Kilmer	7649 NE 14TH ST	<p>Description: The City Grading & Drainage inspector observed work that potentially required review on a currently permitted construction site.</p> <p>Action Taken: Visited the site to investigate and checked the code. Informed the project owner and Agent that they must submit details for review prior to any work continuing on the added scope of work.</p>	N/A
CC-2025-114	GENERAL	Rob Kilmer	3421 EVERGREEN POINT RD	<p>Description: Observed equipment-hauling trailer parked along side of road.</p> <p>Action Taken: Investigated and determined that the trailer belong to a utility crew working on a gas service line. No further action taken.</p>	N/A
CC-2025-115	SIGN VIOLATION	Rob Kilmer	Various	<p>Description: Observed commercial advertising signs(Pro Christmas Lights LLC)(8) displayed along the right-of-ways and at Medina Park.</p> <p>Action Taken: Removed the signs and contacted the company to inform them of Medina's sign rules.</p>	N/A

CC-2025-116	SIGN VIOLATION	Rob Kilmer	Various	<p>Description: Observed commercial advertising signs(PNW Christmas Lights 206-750-1426)(3) displayed along the right-of-ways and at Medina Park.</p> <p>Action Taken: Removed the signs and contacted the company to inform them of Medina's sign rules.</p>	N/A
CC-2025-117	GENERAL	Rob Kilmer	7665 NE 14TH ST	<p>Description: Observed worker vehicle parked along right-of-way outside of construction site at 7657 NE 14TH ST</p> <p>Action Taken: Investigated and determined that the vehicle belonged to a tree-cutting crew. Spoke with workers to investigate whether a tree permit was required for their work. The tree to be cut down is a Leyland cypress, so it is exempt from the tree permit requirements—no further action taken.</p>	N/A
CC-2025-118	INITIAL WARNING	Rob Kilmer	7649 NE 14TH ST	<p>Description: Received concern regarding work occurring outside of the allowed work hours.</p> <p>Action Taken: Sent an initial warning to the project's owner and managers. Cc'd Medina Police.</p>	N/A
CC-2025-119	SIGN VIOLATION	Rob Kilmer	82nd and 84th	<p>Description: Observed advertising sign (Window Works 206-210-1738) displayed along the City right-of-way.</p> <p>Action Taken: Removed the sign and contacted the sign company to inform them of the sign rules in Medina.</p>	N/A
CC-2025-120	GENERAL	Rob Kilmer	~2430 80th Ave NE	<p>Description: Received concern regarding a leaning tree that could potentially cause a hazard to the property at 2539 82ND AVE NE</p> <p>Action Taken: Informed City Arborist, visited the site, spoke to both property owners, and connected the owners so that they could work out how to address the concern.</p>	N/A
CC-2025-099	STOP WORK ORDER	Rob Kilmer	8637 NE 6th St	<p>Description: Observed work occurring within the right-of-way without a permit.</p> <p>Action Taken: Issued a Stop Work Order and directed the property owner that an approved permit is required before work can continue.</p>	N/A
CC-2025-100	NOTICE OF VIOLATION	Rob Kilmer	8637 NE 6TH ST	<p>Description: The site was issued a Stop Work Order due to work occurring in the right-of-way without a permit.</p> <p>Action Taken: Issued Notice of Violation requiring that an approved permit be obtained by 11/14/25. (Update) Property owner has now applied for and obtained an approved permit. 11/4/25.</p>	N/A

Past Code Enforcement Cases Still Open					
Case Number(s)	Case Type	Assigned To	Address	Case Text	Fine Amount
CC-2023-152	NOTICE OF VIOLATION	Rob Kilmer	7838 NE 8TH ST	<p>Description: During an inspection at a neighboring property, a structure was observed to have been built within the rear-yard setbacks of 7838 NE 8th Street. The structure appears to require both an approved variance and building permit.</p> <p>Action Taken: Issued a Notice of Violation</p> <p>Estimated Penalty: Structure must be removed or approved variance and building permit(s) must be obtained. Financial penalties will apply if required actions are not initiated by 11/2/23.</p> <p>Status: Working through variance process</p>	To be determined based upon compliance
CC-2024-070	STOP WORK ORDER	Rob Kilmer	8711 Ridge Road	Description: Observed stairway structure being erected on roof of garage up to roof of second story.	To be determined based upon compliance
CC-2024-072	NOTICE OF VIOLATION			Action Taken: Issued Stop Work Order and required a permit pre-application meeting to be scheduled.	
CC-2024-080	NOTICE OF FINAL ORDER			<p>Estimated Penalty: Doubling of permit fees per MMC 16.40.070. - Work commencing before permit issuance. To be reviewed for Notice of Violation penalty per MMC 1.15.200. - Notice of violation.</p> <p>Status: Pending Resolution</p>	
CC-2024-101	GENERAL	Rob Kilmer	7664 NE 14TH ST	Description: Met onsite with homeowner to discuss a sport court that had been installed.	To be determined based upon compliance
CC-2024-114	NOTICE OF VIOLATION			Action Taken: Directed homeowner that permits are required for a sport court.	
CC-2025-090	NOTICE OF VIOLATION			Status: Working through zoning process	

Tree Permit Activity Report
November 2025
By Andy Crossett

Issued Non-Development Tree Permit Activity Table						
Picture #	Permit Type	Address	# Trees Removed	Removed Tree (Size)	Supplemental Required	Description
N/A	TREE-RESTORATION TREE-25-072	8120 OVERLAKE DR W	1 Katsura tree	18"	2	Conflicting with HVAC and irrigation.
1	TREE-PERFORMANCE TREE-25-067	7613 Overlake DR W	1 Blue Spruce	25"	N/A	Exceeds minimum retention requirements.

Issued Development Tree Permit Activity Table						
Picture #	Permit Type	Address	# Trees Removed	Removed Tree (Size)	Supplemental Required	Description
2	TREE-WITH BUILDING/DEVELOPMENT TREE-25-045	1013 84th Ave NE	13 trees in total: 9 Western redcedar, 1 Douglas fir, 1 Apple, 1 silver birch, 1 Bigleaf maple	26,28,26,10, 10,10,24, 8,8,8,8,10,22	2	

Photographs

Fig 1. 7613 Blue spruce removal.



Fig 2. 7677 NE 14th Street. New development project.





CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: December 8th, 2025
To: Honorable Mayor and City Council
Via: Jeff Swanson, City Manager
From: Ryan Wagner, Finance & HR Director
Subject: 2025 November Financial Report

The 2025 report includes:

- November Key Revenue and Expenditures:
- Potential 2025 Budget Amendment Items
- November Cash Statement
- November Financial Summary
- November 2025 AP Check Register Activity Detail

November Key Revenue

- \$941K Property Taxes
- \$171K Local Sales and Use Tax
- \$105K REET – Retail Excise Tax (October Sales)
- \$93K Hunts Point Police Contract
- \$72K Building Permit Revenue
- \$42K Investment Earnings

November Key Expenditures

- \$468K City of Bellevue – Second Half Fire and EMS Services
- \$128K Lakeside Industries, Inc – 2025 Overlay 87th Ave NE
- \$35K DePaolo's Painting – City Hall Interior Painting
- \$31K Inslee Best – October City Attorney Costs
- \$25K Facet – Critical Area Ordinance Update
- \$25K PC Specialists – October IT Services, With Mimecast Renewal
- \$17K Mahoney Planning – October Planning Currents

2025 Potential Budget Amendment Items

1) City Manager Recruitment - \$52,813.63 For GMP and Inslee Best

In January of this year, City Manager Burns announced his retirement after over 10 years working for the City of Medina. The City has signed a contract with the recruiting firm GMP Consultants, totaling \$19,500. With advertising, background and travel costs, the total expense was \$25,156.13. An additional \$27,657.50 has been spent through June to our City Attorney's office for the recruitment process.

2) City Manager Cashout - \$45,962.36

Per Medina policy, found within the Employee Handbook, the City Manager was cashed out all unused vacation time upon departure. After 10 years of service with the City, the City Manager was also eligible for a cashout of 25% of all accrued sick time up to 180 hours.

3) Teamsters CBA Contract - \$22,756.84

The Teamsters collective bargaining agreements for the Clerical and Public Works Unions were approved by the Council during the March 10th meeting. The estimated cost increase over the 2025 budget is \$25K. While the negotiated increase to salary and longevity are set, the "estimate" comes from potential budget impacts to overtime and on call rates.

2025 Cash Position and Investment Summary

<u>2025 Cash Balance, 10/31/2025</u>		<u>2025 Cash Balance, 11/30/2025</u>	
TOTAL CASH & INVESTMENTS		TOTAL CASH & INVESTMENTS	
Period Ending: 10/31/2025		Period Ending: 11/30/2025	
WA ST INV POOL	\$ 12,731,897	WA ST INV POOL	\$ 12,961,521
OTHER INVESTMENTS*	4,790,922	OTHER INVESTMENTS*	4,790,922
CHECKING	1,340,778	CHECKING	1,302,043
	<u>\$ 18,863,597</u>		<u>\$ 19,054,485</u>
		Outstanding Checks	<u>\$149,939</u>
			<u>\$ 18,904,546</u>

	\$1M bond (Dec 2024)
	5/15/2028
	\$500K bond (June 2022)
	12/31/2025
	\$1.15M bond (Jan 2023)
	6/30/2026
	\$500K bond (May 2025)
	3/1/2029
	\$1M bond (Aug 2024)
	7/8/2027
	\$1M bond (Nov 2024)
	11/15/2027

November 2025 Financial Summary

REVENUES:	NOV ACTUAL	YTD ACTUAL	2025 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET
General Fund					
Property Tax	\$940,859	\$4,514,838	\$4,608,359	97.97%	\$93,521
Sales Tax	\$170,981	\$1,915,197	\$1,964,450	97.49%	\$49,253
Affordable & Sup. Housing	\$1,480	\$8,832	\$0	—	(\$8,832)
Criminal Justice	\$9,523	\$96,137	\$111,099	86.53%	\$14,962
B & O Tax: Utility & Franchise Fee	\$14,573	\$1,233,084	\$978,219	126.05%	(\$254,865)
Leasehold Excise Tax	\$1,154	(\$2,626)	\$2,000	-131.30%	\$4,626
General Government (includes Hunts Point)	\$92,748	\$474,638	\$406,868	116.66%	(\$67,770)
Passports, General Licenses & Permits	\$60	\$1,464	\$5,900	24.81%	\$4,436
Fines, Penalties, Traffic Infr.	\$0	\$35,697	\$18,000	198.32%	(\$17,697)
Misc. Invest. Facility Leases	\$29,880	\$424,172	\$262,166	161.80%	(\$162,006)
Disposition of Capital Assets	\$0	\$982	\$0	—	(\$982)
General Fund Total	\$1,261,259	\$8,702,416	\$8,357,061	104.13%	(\$345,355)
Development Services Fund Total	\$146,224	\$810,956	\$915,500	88.58%	\$104,543.71
Development Services Fund Transfers In from GF	\$0	\$0	\$0	—	\$0.00
Street Fund Total	\$3,464	\$178,152	\$118,085	150.87%	\$90,446
Street Fund Transfers In	\$45,000	\$495,000	\$540,000	91.67%	\$200,764
Tree Fund Total	\$0	\$21,000	\$3,075	682.93%	(\$17,925)
Contingency Fund Total	\$0	\$0	\$0	0.00%	\$0
Capital Fund Total	\$137,352	\$2,273,868	\$1,535,000	148.13%	(\$738,868)
Levy Stabilization Fund Total	\$0	\$0	\$0	—	\$0
Levy Fund Transfers In GF	\$23,750	\$261,250	\$285,000	91.67%	\$23,750
NonRevenue Trust Funds Total	\$46	\$32,477	\$0	—	(\$32,477)
Master Investments Total	\$0	\$2,000,000	\$0	—	(\$2,000,000)
Total (All Funds)	\$1,548,344	\$12,018,869	\$10,928,721	109.98%	(\$1,090,148)
Total (All Funds) Transfers In	\$68,750	\$756,250	\$825,000	91.67%	\$68,750

EXPENDITURES:	NOV ACTUAL	YTD ACTUAL	2025 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET
General Fund					
Legislative	\$583	\$57,906	\$83,000	69.77%	\$25,094
Municipal Court	\$0	\$30,351	\$15,000	202.34%	(\$15,351)
Executive	\$23,813	\$384,124	\$308,736	124.42%	(\$75,388)
Finance	\$27,626	\$546,946	\$614,051	89.07%	\$67,105
Legal	\$33,264	\$422,815	\$468,000	90.35%	\$45,185
Central Services	\$54,443	\$994,059	\$1,186,277	83.80%	\$192,218
Police Operations	\$288,081	\$2,583,340	\$2,931,655	88.12%	\$348,315
Fire & Medical Aid	\$482,953	\$980,309	\$950,544	103.13%	(\$29,765)
Public Housing, Environmental & Mental Health	\$0	\$27,140	\$55,966	48.49%	\$28,826
Recreational Services	\$1,996	\$38,949	\$48,500	80.31%	\$9,551
Long Range Planning	\$24,833	\$245,396	\$315,222	77.85%	\$69,826
Parks	\$62,439	\$583,722	\$630,355	92.60%	\$46,633
General Fund Subtotal	\$1,000,030	\$6,895,057	\$7,607,306	90.64%	\$712,249
General Fund Transfers Out	\$60,417	\$664,583	\$725,000	91.67%	\$60,417
General Fund Total	\$1,060,447	\$7,559,641	\$8,332,306	90.73%	\$772,665
Development Services Fund Total	\$108,928	\$1,049,965	\$1,208,063	86.91%	\$158,098
City Street Fund Total	\$58,741	\$486,839	\$647,696	75.16%	\$160,857
Tree Fund Total	\$0	\$320	\$30,000	1.07%	\$29,680
Capital Fund Total	\$181,060	\$581,094	\$750,000	77.48%	\$168,906
Capital Fund Transfers Out	\$8,333	\$91,667	\$100,000	91.67%	\$8,333
NonRevenue Trust Funds Total	\$60	\$32,431	\$0	0.00%	(\$32,431)
Master Investments Total	\$0	\$1,978,518	\$0	0.00%	(\$1,978,518)
Total (All Funds)	\$1,348,819	\$11,024,224	\$10,243,065	107.63%	(\$781,141)
Total (All Funds) Transfers Out	\$68,750	\$756,250	\$825,000	91.67%	\$68,750



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: December 8, 2025
To: Honorable Mayor and City Council
Via: Jeff Swanson, City Manager
From: Dawn Nations, Acting City Clerk
Subject: Central Services Department Monthly Report

DECEMBER PUBLIC MEETINGS AND EVENTS

Event	Date	Time	Location
City Council Meeting	Dec. 8	5:00 pm	In-Person/Online
Annual Medina Team Appreciation Luncheon	Dec. 11	12:00 pm	Overlake Golf & Country Club
Planning Commission Meeting	Dec. 16	6:00 pm	In-Person/Online
City Council Meeting - cancelled	Dec. 22		
Annual Christmas Ships Event	Dec. 22	5:30 pm	Medina Beach Park

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: In November 2025 the city sent 24 bulletins to 215,030 recipients.

RECORDS REQUESTS

During the month of November 13 public records requests were received by Central Services. See **Attachment 1**.

EVENT DETAILS

The annual Medina Team Appreciation Luncheon will be on Thursday, December 11, 2025, at Overlake Golf and Country Club from 12:00 PM to 2:00 PM. This is a special event to express our gratitude to staff and volunteers for their continued hard work and dedication to Medina. We will also be honoring our outgoing Councilmember Mac Johnston (2022-2025), past Councilmember Jennifer Garone (2018-2024) for their years of service to our community by serving on the Medina City Council and Planning Commission Chair Laura Bustamante for her service on the Planning Commission. We extend our sincere appreciation for their contributions to the city.

**ATTACHMENT 1**

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: December 8, 2025

TO: Mayor and City Council

From: Dawn Nations, Acting City Clerk

Subject: November 2025, Public Records Request Tracking

In November 2025, Central Services staff received **13** new public records requests. These requests required approximately **4 hours** of Central Services and Development Services staff time and **0 hours** of consulting time with the City Attorney. The overall November cost, which includes staff hourly rate plus benefits and City Attorney fees, is approximately **\$300**

In addition, the police department receives public records requests specific to police business that require records research and information distribution. In November 2025, the Police Department received **11** new records requests. These requests required approximately **10.5 hours** of staff time and **0 hours** of consulting time with the City Attorney. The overall November cost, which includes staff hourly rate plus benefits, is approximately **\$750**. The requests are from outside law enforcement agencies, insurance carriers, the public and persons involved in the incidents.

ATTACHMENT 1

November 2025 Monthly PRR Report

Ref. #	Public Records Request	Requester Name	Request Date	Dept.	Assigned Staff
25-255	<p>Please provide electronic copies (PDF preferred) of all City-held records related to recent or active construction on the parcels adjacent to or uphill from 7658 NE 12th Street, Medina, WA. I am requesting City of Medina records only, including but not limited to: Emails, internal correspondence, and interdepartmental communication City review comments, staff notes, and plan review memos Code enforcement records and complaints Any City-generated information related to drainage, grading, tree retention, utilities, or critical areas Any City observations or communications regarding steep slopes, geotechnical issues, or hazard areas Any City communications referencing construction impacts, neighbor concerns, or site conditions I understand the City does not maintain building permit packets, civil plans, or other documents held by King County. I am requesting only City-retained or City-originated records. Parcels of interest (complete list): 3025300165 3025300175 3025300170 3025300180 3025300085 3025300075 Please include any relevant records from January 1, 2020, to present. If fees apply, please notify me before processing. I prefer all records delivered electronically through this portal. Thank you.</p>	Alexander Gray	11/24/2025	Development Services	Dawn Nations
25-254	<p>Please provide building permit records including correction letters, drawings, etc. I like to see full history of the building permit for: 7842 NE 14th St., Medina</p>	BARRY ALAVI	11/25/2025	Development Services	Dawn Nations

ATTACHMENT 1

25-253	<p>Request for Records Hello, This is Michael A. Ayele sending this message though I now go by W and I prefer to be referred to as such. I am writing this letter for the purpose of filing a request for records with your office. The basis for this records request is the biography generated by the Bing/MSN internet search engine (ISE) about Michael A. Ayele (a.k.a) W. [i] I) Requested Records What I am requesting for prompt disclosure are records in your possession detailing your discussions about [1] Michael A. Ayele (a.k.a) W as a Black Bachelor of Arts (B.A) Degree graduate of Westminster College (Fulton, Missouri) who (i) has never in the past contacted employees / legal representatives of Microsoft or the Bing/MSN search engine to solicit that they write and publish a “biography” of him; (ii) has on (or around) November 16th 2025 informed employees/legal representatives of Microsoft that the Bing/MSN internet search engine (ISE) (through the artificial intelligence powered Copilot) was generating a “biography” of him without his consent; (iii) has on (or around) November 16th 2025 informed employees/legal representatives of Microsoft that the Bing/MSN ISE (through the AI powered Copilot) was generating a “biography” of him without ever having asked for his input or authorization; (iv) has on (or around) November 16th 2025 informed employees/legal representatives of Microsoft that he objects to the Bing/MSN</p>	Michael A. Ayele (a.k.a) W	11/21/2025	Human Resources	Dawn Nations
25-252	<p>I made a request for docs on 2409 76th the other day. The permits might actually be associated with 2403 as the owner used to own both lots. Specifically looking for work done to fortify the hillside</p>	Tom Maider	11/19/2025	Development Services	Dawn Nations
25-251	<p>Hey, We are discussion a landscaping plan with the Rob Kilmer in Medina. We want to know the current impervious area size of our property so we can see if we still have room to add impervious size. Could you share the construction plan of the house with us? The house was build around year 2005. Our property address: 8422 NE 10th ST, Medina, WA 98039.thanks, --Lin The records you are requesting are in the custody of the City of Medina. The permit number is B012904-0456, issued 7/14/2004.</p>	Lin Zhong	11/18/2025		Dawn Nations

ATTACHMENT 1

25-250	8457 NE 7th Street, Medina Hopeful plans: most recent architectural site plan. site calculations and building statistics as it relates to zoning. main and upper floor plan. detached garage / studio plan. I am hoping this will give information on the possibility of adding an accessory dwelling unit on the site along with a larger garage. I appears the site may be maxed out?	John Kappler	11/17/2025	Development Services	Dawn Nations
25-248	Looking for any all building permits for 2409 76th Ave NE. Including permits and plans if available for the geotechnical work done on the hillside. If plans are on file I would like those also.	Tom Maider	11/17/2025	Development Services	Dawn Nations
25-247	Hello, I'd like to request all the permits and building plans for 7701 NE 28th St, Medina, WA 98039. We are planning for home addition here. Thank you.	Yin Lu	11/13/2025	Central Services	Dawn Nations
25-246	the permit to build a new house on 3217 Evergreen Point Rd. Medina WA 98039. Date range should be from 2020 to present I would also like to request copies of the application for ASUP P-25-052 and application for a Critical Areas report P-25-053. Thank you!	Sherri Del Bene	11/13/2025	Development Services	Dawn Nations
25-241	Dear City of Medina Development Services Team, My name is Ran Hu, and I am the homeowner and authorized representative of Hu Legacy LLC, the legal owner of the property located at 2638 82nd Avenue NE, Medina, WA 98039. I am writing to formally request a complete copy of the current building drawing set on file with the City, including but not limited to: Floor Plans (latest version) Roof Plan Elevations (all sides) Any associated structural or architectural drawings available in the record These documents will be used solely for reference in future design and renovation planning. Please let me know if there are any applicable fees, forms, or identification documents required to complete this request. I am happy to provide proof of ownership upon request. Thank you very much for your assistance. Sincerely, Ran Hu Hu Legacy LLC 2638 82nd Ave NE Medina, WA 98039	Ran Hu	11/11/2025		Dawn Nations

ATTACHMENT 1

25-240	<p>Requesting a report of all issued and pending building permits for residential & commercial properties from 10/1/2025 to 10/31/2025. 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.</p>	<p>Braden Mineer</p>	<p>11/11/2025</p>	<p>Dawn Nations</p>
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25-235	<p>Hello! Regarding Permit application CAP-25-032, I'm requesting email notification with attached permit once approved. I did not see the Geotech report on this site, I previously requested, is why I'd like it emailed directly, in addition to your usual public post. There was confusion with us neighbors on our private drive from Evergreen Point Rd. on Sept demolition day of 2229 Evergreen Point Rd., if that was the land seeking permit to build, but have since received clarity that the only permit in process (listed above) is for the lower part of 2227 lot on water next to our home at 2237 Evergreen Point Rd. Since we live full time down here, and have our own permit in process for securing our bulkhead of rocks, (so our home doesn't sink with erosion from 25 years of waves) we need to know timing and interference with our next shore neighbor's, the Axtman's project. As you can see by King Co. iMap, the Axtman's project is between two full-time residences, ours at 2237 and our water neighbor at 2207. Thanks, Debbie Markezich</p>	<p>Debbie Markezich</p>	<p>11/4/2025</p>	<p>Development Services Dawn Nations</p>
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CITY OF MEDINA

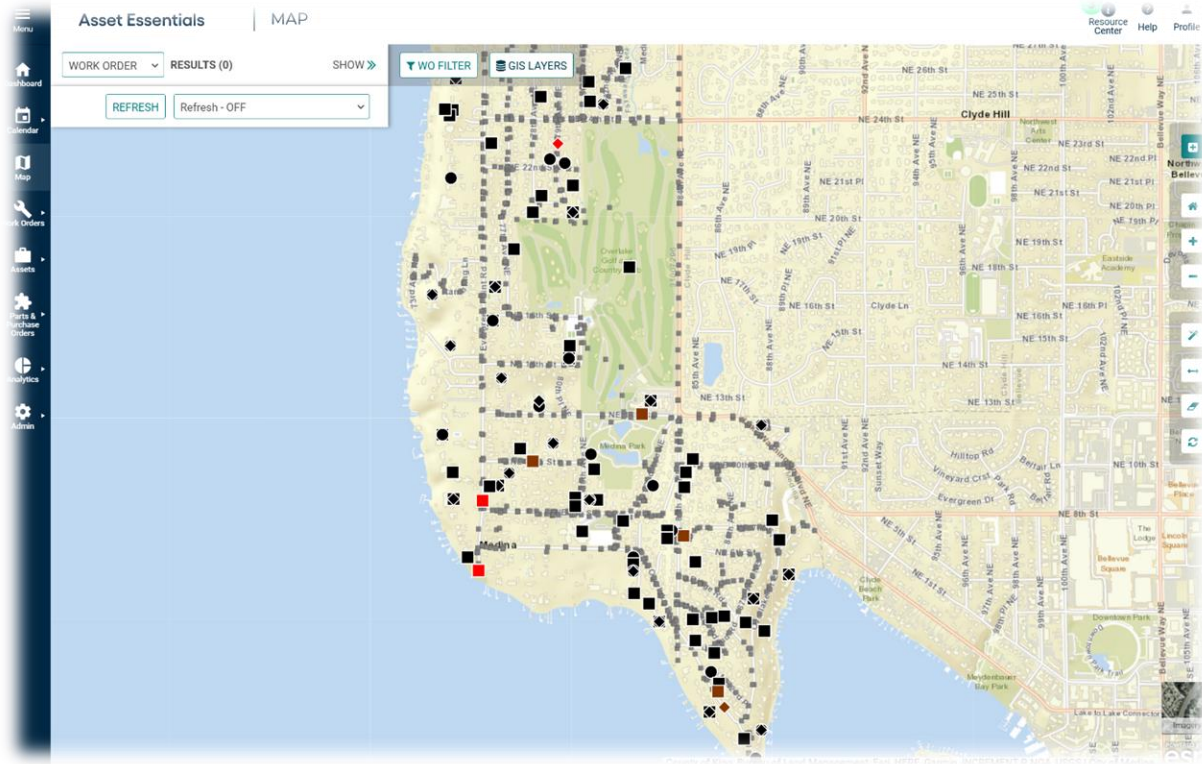
501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: December 8, 2025
To: Honorable Mayor and City Council
Via: Jeff Swanson, Interim City Manager
From: Ryan Osada, Public Works Director
Subject: Public Works Monthly Report

1. **STREET SWEEPING** – Winter Street Sweeping is scheduled for Mondays and Tuesdays on an as-needed basis during the winter season. The specific streets and areas serviced may vary weekly depending on weather conditions and debris accumulation. Sweeping operations offer numerous benefits for the community such as roadway safety, reduced stormwater system maintenance and neighborhood cleanliness.



- 2. CATCH BASIN INSPECTIONS** – The NPDES Stormwater Permit requires the City to inspect 100% of its publicly owned catch basins at least once every two years. These inspections are necessary to identify structural deficiencies, sediment accumulation and illicit discharges. The City currently manages approximately 1,300 publicly owned catch basins and roughly 100 private stormwater facilities to ensure they are being maintained in accordance with permit standards. Tracking includes reviewing inspection reports submitted by property owners, confirming maintenance activities, and following up on any deficiencies.



3. **TENNIS COURT FENCE REHABILITATION** – New fencing is being installed at the Fairweather Tennis Courts. The project experienced a two-week delay after an inspection revealed that the mesh installed by the contractor did not meet the specified size outlined in the contract documents. The contractor has since reordered the correct materials and is now expected to complete the fence by mid-December.



4. **PUBLIC WORKS MAINTENANCE** – Public Works staff continued preparations for the ongoing City Hall Interior Painting Project. This included moving office furniture, performing minor surface repairs, and coordinating with the contractor to ensure the space is ready for the scheduled work. In addition, the heavy rain events over the past month required staff to focus on storm-related maintenance. They have been clearing roadside debris, managing fallen branches, and addressing areas where leaves were beginning to block our storm system.





5. PROJECT UPDATES -

Medina Beach Park Tree Replanting – Phase III tree planting

2024 Localized Stormwater Imp_NE 2nd PI, 78th PL NE, 82nd Ave NE, PO – All locations complete except 78th PI NE which is still waiting for gas relocation.

SROF_Medina Park Stormwater Pond Imp. – permit application with WDFW

Citywide Stormwater System Mapping & Evaluation – Drainage easement analysis

City Hall & Post Office Exterior Painting – completed

2025 Hazardous Tree Removal – as needed

Points Loop Trail Signs – in progress

87th Ave NE_86th Ave NE to NE 10th St Overlay – completed

Evergreen Point Rd Sidewalk Improvements_NE 12th to NE 16th St – postponed

Tennis Court Fence Rehabilitation – Schedule to complete Dec 16th

2025 Stormwater Improvements – TBD

City Hall Interior Painting – scheduled to complete Dec 5th

Public Works Carport Canopy – design

2025 PROPOSED PROJECT LIST	START DATE	DURATION	GRANT FUNDS	TOTAL COST	CITY COST
STREETS:					
87th Ave NE - 86th Ave NE to NE 10th ST	Oct-25	1 week	\$ -	\$ 141,894.34	\$ 141,894.34
SIDEWALK:					
Resurface Gravel Sidewalk OLDr & Points Loop Trail	TBD	2 weeks	\$ -	\$ 50,000.00	\$ 50,000.00
PARKS:					
Medina Park & Fairweather Tennis Court Resurfacing	Jun-25	3 weeks	\$ 37,644.32	\$ 37,644.32	\$ -
Medina Tennis Court Fence Rehabilitation	Oct-25	2 weeks	\$ 24,000.00	\$ 24,000.00	\$ -
Fairweather Invasive Species Removal - Goats	Aug-25	3 weeks	\$ -	\$ 15,000.00	\$ 15,000.00
Medina Beach Park Tree Planting	TBD	2 days	\$ -	\$ 5,000.00	\$ 5,000.00
STORMWATER:					
2025 Localized Improvements	Aug-25	3 weeks	\$ -	\$ 250,000.00	\$ 250,000.00
2025 Medina Park North Pond Vegetation Removal	2025	4 weeks	\$ 200,000.00	\$ 200,000.00	\$ -
Citywide Stormwater System Mapping & Evaluation	2025	TBD	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
BUILDING:					
City Hall Interior Painting	Oct-25	2 weeks	\$ -	\$ 33,000.00	\$ 33,000.00
Public Works Canopy / Carport	TBD	2 weeks	\$ -	\$ 50,000.00	\$ 50,000.00
City Hall & Post Office Exterior Painting	Oct-25	3 weeks	\$ -	\$ 35,390.00	\$ 35,390.00
OTHER:					
Points Loop Trail Sign	2024	NA	\$ -	\$ 10,000.00	\$ 10,000.00
2025 Hazardous Tree Removal Program	2025	NA	\$ -	\$ 25,000.00	\$ 25,000.00

*UPDATED 12/2/2025

TOTALS

\$ 311,644.32	\$ 926,928.66	\$ 665,284.34
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November Check Register 2025

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Description
8X8, Inc.	5290618	CH Phones	\$925.09	67187	11/13/2025	001-000-000-518-80-41-50	Technical Services, Software Services
			\$925.09				
911 Supply Inc	INV-2-56612	PD Patches	\$1,533.99	67188	11/13/2025	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-56734	PD Uniform Anderson	\$86.38	67219	11/19/2025	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-56858	PD Uniform-Glenn	\$395.29	67219	11/19/2025	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-56856	PD Uniform- Scott	\$196.16	67219	11/19/2025	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-56855	PD Uniform- Anderson	\$172.75	67219	11/19/2025	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-56857	Patches for uniforms	\$154.28	67219	11/19/2025	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-56735	PD Flashlight/Traffic cones	\$166.35	67219	11/19/2025	001-000-000-521-20-31-40	Police Operating Supplies
			\$2,705.20				
ADP, Inc.	Nov 2025 ADP Fees	Nov 2025 ADP Fees	\$2,623.57	20250863	11/30/2025	001-000-000-514-20-41-01	Professional Services
			\$2,623.57				
Amazon Capital Services	1KK6-KDCK-6Q9N	Room Deoderizers	\$33.03	67189	11/13/2025	001-000-000-521-20-31-00	Office Supplies
Amazon Capital Services	1PLK-K443-6N77	Screencover IPAD	\$7.67	67189	11/13/2025	001-000-000-521-20-31-00	Office Supplies
Amazon Capital Services	1KK6-KDCK-6KHH	Windshield Wiper Blades	\$78.19	67189	11/13/2025	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Amazon Capital Services	1L46-7V46-D3HC	Label maker tape	\$19.82	67220	11/19/2025	001-000-000-521-20-31-00	Office Supplies
Amazon Capital Services	1TP1-RYDF-HQF9	Shower curtain-main restroom	\$27.54	67220	11/19/2025	001-000-000-521-20-31-00	Office Supplies
			\$166.25				
AquaTechnex	19441	Milfoil Treatments	\$3,438.30	67221	11/19/2025	001-000-000-576-80-41-00	Professional Services
			\$3,438.30				
AT&T MOBILITY	287290584494X10132025	PW mobile phones	\$414.96	67190	11/13/2025	001-000-000-576-80-42-00	Telephone/postage
AT&T MOBILITY	287290584494X11132025	PW Mobile Phones	\$414.96	67222	11/19/2025	001-000-000-576-80-42-00	Telephone/postage
			\$829.92				
Bellevue City Treasurer - Water	Service from 8/4/25-9/30/25 7801 NE 32nd	Fairweather Pk Irrigation	\$189.39	67191	11/13/2025	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 8/4/25-9/30/25 506 EPR	Beach Pk Irrigation	\$1,293.58	67191	11/13/2025	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 8/4/25-9/29/25 1000 80th Ave	Medina Pk Irrigation	\$5,530.75	67191	11/13/2025	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 7/17/25-9/21/25 1078 Lake	View Pt Water	\$81.61	67191	11/13/2025	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 8/4/25-9/30/25 501 EPR	Beach Pk Irrigation	\$1,365.91	67191	11/13/2025	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 7/31/25-9/24/25 Cntr RW of 84th	Street Irrigation 84th/24th	\$2,317.95	67191	11/13/2025	101-000-000-542-70-40-00	Street Irrigation Utilities
Bellevue City Treasurer - Water	Service from 7/31/25-10/1/25 84th	Street Irrigation	\$144.42	67191	11/13/2025	101-000-000-542-70-40-00	Street Irrigation Utilities
Bellevue City Treasurer - Water	Service from 8/28/25 to 10/23/25 8401	View Pt Water	\$711.18	67223	11/19/2025	001-000-000-576-80-47-00	Utilities
			\$11,634.79				
Bellevue, City of	53623	2nd Half Fire & EMS Services	\$467,591.00	20250859	11/13/2025	001-000-000-522-20-41-00	Fire Control Services
Bellevue, City of	53629	2025 Fire & EMS Services LEOFF 1	\$15,362.06	20250860	11/30/2025	001-000-000-522-20-41-00	Fire Control Services
			\$482,953.06				
Comcast	Services 10/25/25-11/24/25	PW Internet	\$146.37	67192	11/13/2025	001-000-000-576-80-42-00	Telephone/postage
			\$146.37				
ComPysch	25111593	Onsite Critical Accident Mgmt	\$675.00	67224	11/19/2025	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
			\$675.00				
Crystal And Sierra Springs-Admin	11037150 110125	CH Drinking Water	\$98.01	67213	11/13/2025	001-000-000-518-10-31-00	Office And Operating Supplies
			\$98.01				
DePaolo's Painting Inc	461	City Hall Exterior Painting	(\$3,539.00)	67225	11/19/2025	307-000-000-382-20-00-00	Retainage Deposits
DePaolo's Painting Inc	461	City Hall Exterior Painting	\$38,999.78	67225	11/19/2025	307-000-000-594-18-60-00	Building Improvements
			\$35,460.78				
Department of Licensing	Nov 2025 DOL Firearm Fees	Nov 2025 DOL Firearm Fees	\$36.00	20250864	11/30/2025	631-000-000-589-30-01-00	Dept Of Lic-Gun Permit
			\$36.00				
Facet/DCG/Watershed	68104	Critical Areas Ord Update	\$24,832.75	67226	11/19/2025	001-000-000-558-60-41-01	Planning Consultant
			\$24,832.75				
Farallon Consulting	58066	Critical Areas Permit Review	\$2,106.50	67227	11/19/2025	401-000-000-558-50-41-55	Shoreline Consultant
			\$2,106.50				
FCI - Custom Police Vehicles	17094	Car 33	\$848.71	67228	11/19/2025	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
FCI - Custom Police Vehicles	17090	Car 28	\$628.74	67228	11/19/2025	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
FCI - Custom Police Vehicles	17093	Car 32	\$594.34	67228	11/19/2025	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
FCI - Custom Police Vehicles	17091	Car 29	\$1,180.29	67228	11/19/2025	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
FCI - Custom Police Vehicles	17092	Car 30 & 31	\$2,155.01	67228	11/19/2025	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
FCI - Custom Police Vehicles	17094	Car 33	\$514.42	67228	11/19/2025	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
FCI - Custom Police Vehicles	17090	Car 28	\$75.25	67228	11/19/2025	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
FCI - Custom Police Vehicles	17092	Car 30 & 31	\$549.79	67228	11/19/2025	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
FCI - Custom Police Vehicles	17093	Car 32	\$367.29	67228	11/19/2025	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
FCI - Custom Police Vehicles	17091	Car 29	\$188.67	67228	11/19/2025	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost
			\$7,102.51				
Ford Credit Municipal Finance	1781983	Car 34	\$830.91	67193	11/13/2025	001-000-000-594-21-70-00	Police Lease Repayment, Principal Cost
Ford Credit Municipal Finance	1781983	Car 34	\$374.75	67193	11/13/2025	001-000-000-594-21-80-00	Police Lease Repayment, Interest Cost

			\$1,205.66				
Gray & Osborne, Inc.	Project No: 21427.14 Invoice No: 21	Project No: 21427.14 Invoice No: 21	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 24427.09 Invoice No: 5	Project No: 24427.09 Invoice No: 5	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.23 Invoice No: 5	Project No: 23427.23 Invoice No: 5	\$525.82	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.23 Invoice No: 1	Project No: 25427.23 Invoice No: 1	\$931.92	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.26 Invoice No: 7	Project No: 23427.26 Invoice No: 7	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.05 Invoice No: 2	Project No: 25427.05 Invoice No: 2	\$349.38	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.18 Invoice No: 2	Project No: 25427.18 Invoice No: 2	\$688.26	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.10 Invoice No: 4	Project No: 25427.10 Invoice No: 4	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 24427.08 Invoice No: 9	Project No: 24427.08 Invoice No: 9	\$141.47	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.02 Invoice No: 4	Project No: 25427.02 Invoice No: 4	\$593.04	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.19 Invoice No: 3	Project No: 25427.19 Invoice No: 3	\$349.38	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 24427.05 Invoice No: 7	Project No: 24427.05 Invoice No: 7	\$349.38	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.14 Invoice No: 10	Project No: 23427.14 Invoice No: 10	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.00 Invoice No: 11	Project No: 25427.00 Invoice No: 11	\$847.20	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 24427.11 Invoice No: 5	Project No: 24427.11 Invoice No: 5	\$772.98	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.23 Invoice No: 12	Project No: 22427.23 Invoice No: 12	\$254.16	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.10 Invoice No: 6	Project No: 23427.10 Invoice No: 6	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.20 Invoice No: 6	Project No: 23427.20 Invoice No: 6	\$169.44	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.04 Invoice No: 12	Project No: 23427.04 Invoice No: 12	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.24 Invoice No: 12	Project No: 23427.24 Invoice No: 12	\$278.00	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 24427.01 Invoice No: 6	Project No: 24427.01 Invoice No: 6	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.18 Invoice No: 10	Project No: 23427.18 Invoice No: 10	\$69.50	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.09 Invoice No: 7	Project No: 23427.09 Invoice No: 7	\$293.22	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.21 Invoice No: 1	Project No: 25427.21 Invoice No: 1	\$762.48	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.07 Invoice No: 6	Project No: 23427.07 Invoice No: 6	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.07 Invoice No: 2	Project No: 25427.07 Invoice No: 2	\$508.32	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 25427.06 Invoice No: 2	Project No: 25427.06 Invoice No: 2	\$423.60	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.04 Invoice No: 9	Project No: 22427.04 Invoice No: 9	\$588.32	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 24427.14 Invoice No: 3	Project No: 24427.14 Invoice No: 3	\$102.22	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 21427.22 Invoice No: 14	Project No: 21427.22 Invoice No: 14	\$84.72	67229	11/19/2025	401-000-000-558-50-41-07	Engineering Consultant
			\$9,845.29				
Gupta, Payal	ROW Permit	Release of Right of Way Permit Cash Bond,	\$10,000.00	67217	11/13/2025	001-000-000-382-10-00-01	Refundable Deposits - DS (CMP, PGB)
			\$10,000.00				
Home Depot Credit Services	10-17-2025 CH Interior Painting Prep	10-17-2025 CH Interior Painting Prep	\$166.34	ayment 12/2/2025 11:08:32 #	11/30/2025	307-000-000-594-18-60-00	Building Improvements
			\$166.34				
Horticultural Elements, Inc.	10440	84th/24th Maintenance	\$4,490.00	67194	11/13/2025	101-000-000-542-30-41-00	Professional Services
			\$4,490.00				
Inslee Best Doezie & Ryder, P.S.	449202	Oct 2025 City Attorney	\$29,263.63	67195	11/13/2025	001-000-000-515-41-40-00	City Attorney
Inslee Best Doezie & Ryder, P.S.	449202	Oct 2025 City Attorney	\$1,880.00	67195	11/13/2025	401-000-000-558-50-04-00	City Attorney, Dev. Serv.
			\$31,143.63				
KC Office of Finance	11016533	KC Inet	\$375.00	67196	11/13/2025	001-000-000-518-80-41-50	Technical Services, Software Services
			\$375.00				
Kirkland, City of	KPD2025-071	Inmate Housing-Sep	\$3,146.00	67197	11/13/2025	001-000-000-521-20-41-55	Jail Service-Prisoner Board
Kirkland, City of	KPD2025-066	Inmate Housing-Aug	\$1,430.00	67197	11/13/2025	001-000-000-521-20-41-55	Jail Service-Prisoner Board
			\$4,576.00				
Konica Minolta Premier Finance	5036522273	PW Printer	\$5.48	67214	11/13/2025	001-000-000-518-10-31-00	Office And Operating Supplies
Konica Minolta Premier Finance	5036398725	CH Copier	\$48.03	67214	11/13/2025	001-000-000-518-10-31-00	Office And Operating Supplies
Konica Minolta Premier Finance	5036474446	PW Printer	\$9.15	67214	11/13/2025	001-000-000-518-10-31-00	Office And Operating Supplies
Konica Minolta Premier Finance	5036398725	CH Copier	\$470.94	67214	11/13/2025	001-000-000-591-18-70-00	Central Services Lease Repayment
Konica Minolta Premier Finance	5036522273	PW Printer	\$31.93	67214	11/13/2025	001-000-000-591-18-70-00	Central Services Lease Repayment
Konica Minolta Premier Finance	5036474446	PW Printer	\$89.80	67214	11/13/2025	001-000-000-591-18-70-00	Central Services Lease Repayment
			\$655.33				
Lakeside Industries, Inc	Progress Estimate 2	2025 Overlay - 87th Ave NE	(\$345.60)	67230	11/19/2025	307-000-000-382-20-00-00	Retainage Deposits
Lakeside Industries, Inc	Progress Estimate 1	2025 Overlay - 87th Ave NE	(\$6,749.12)	67230	11/19/2025	307-000-000-382-20-00-00	Retainage Deposits
Lakeside Industries, Inc	Progress Estimate 1	2025 Overlay - 87th Ave NE	\$134,982.34	67230	11/19/2025	307-000-000-595-30-63-01	Street Improvements, Overlays
Lakeside Industries, Inc	Progress Estimate 2	2025 Overlay - 87th Ave NE	\$6,912.00	67230	11/19/2025	307-000-000-595-30-63-01	Street Improvements, Overlays
			\$134,799.62				
LDC Corp	39446	Current Planning Svcs	\$10,197.75	67198	11/13/2025	401-000-000-558-60-41-01	Planning Consultant
			\$10,197.75				
LexisNexis Risk Management - Account 1011660	1100221918	Investigative Tool	\$131.59	67231	11/19/2025	001-000-000-521-20-41-00	Professional Services
			\$131.59				
Mahoney Planning, LLC	25-10	Current Planning Svcs	\$17,340.00	67199	11/13/2025	401-000-000-558-60-41-01	Planning Consultant
			\$17,340.00				
Michael's Fine Dry Cleaning	478	PD Dry Cleaning	\$214.90	67200	11/13/2025	001-000-000-521-20-22-00	Uniforms
			\$214.90				

Moberly & Roberts, PLLC	1267	Oct Prosecuting Attorney	\$4,000.00	67201	11/13/2025	001-000-000-515-93-40-10	Prosecuting Attorney
			\$4,000.00				
Navia Benefit Solutions	11035054	Oct Navia Fees	\$100.00	67232	11/19/2025	001-000-000-514-20-49-10	Miscellaneous
			\$100.00				
Olbrechts and Associates, PLLC	June & July 2025 Hearing Examiner Services	June & July 2025 Hearing Examiner Services	\$12,568.44	67202	11/13/2025	401-000-000-558-60-41-02	Hearing Examiner
			\$12,568.44				
Pacific Power Group, LLC	526178	Generator Service	\$3,547.96	67203	11/13/2025	001-000-000-576-80-48-00	Repair & Maint Equipment
			\$3,547.96				
PC Specialists, Inc.	70164	IT Services	\$12,922.62	67204	11/13/2025	001-000-000-518-80-41-50	Technical Services, Software Services
PC Specialists, Inc.	5615015	Remote monitoring tool for firewall Annual	\$628.14	67204	11/13/2025	001-000-000-518-80-41-60	Software Services
PC Specialists, Inc.	5612542	Azure Sep	\$1,939.51	67204	11/13/2025	001-000-000-518-80-41-60	Software Services
PC Specialists, Inc.	5615369	Anti Malware Oct	\$837.52	67204	11/13/2025	001-000-000-518-80-41-60	Software Services
PC Specialists, Inc.	5615423	Duo Subscription Oct	\$76.04	67204	11/13/2025	001-000-000-518-80-41-60	Software Services
PC Specialists, Inc.	5615085	Mimecast Protection	\$6,479.76	67204	11/13/2025	001-000-000-518-80-41-60	Software Services
PC Specialists, Inc.	70164	IT Services	\$2,381.29	67204	11/13/2025	401-000-000-558-50-05-00	Technical Services, Software Services
			\$25,264.88				
Pro-shred	90769	City Hall Shredding	\$79.05	67205	11/13/2025	001-000-000-518-10-41-00	Professional Services
			\$79.05				
Pro-Vac LLC	421598777	Street Sweeping	\$7,448.14	67233	11/19/2025	101-000-000-542-67-41-00	Street Cleaning
Pro-Vac LLC	439010272	Street Sweeping	\$8,018.70	67233	11/19/2025	101-000-000-542-67-41-00	Street Cleaning
Pro-Vac LLC	421678543	Street Sweeping	\$4,563.93	67233	11/19/2025	101-000-000-542-67-41-00	Street Cleaning
Pro-Vac LLC	252326	Street Sweeping	\$4,026.71	67233	11/19/2025	101-000-000-542-67-41-00	Street Cleaning
			\$24,057.48				
Puget Sound Energy	Service from 9/23/25-10/22/25 84th Ave NE	View Pt Pk Power	\$18.50	67206	11/13/2025	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	Service from 10/1/25-10/31/25 77th Ave NE &	Street Light Power	\$166.16	67206	11/13/2025	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	Service from 10/1/25-10/31/25 TIB LED	Street Light Power	\$1,370.79	67206	11/13/2025	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	Service from 10/2/25-11/3/25 80th Ave NE &	Street Light Power	\$12.21	67206	11/13/2025	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	Service from 10/2/25-11/3/25 515 EPR	Street Light Power	\$42.24	67206	11/13/2025	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	Service from 10/2/25-11/3/25 88th Ave NE &	Street Light Power	\$38.76	67206	11/13/2025	101-000-000-542-63-41-00	Street Light Utilities
			\$1,648.66				
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$574.62	20250867	11/30/2025	001-000-000-511-60-49-00	Miscellaneous
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$100.00	20250867	11/30/2025	001-000-000-518-10-43-00	Travel & Training
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$16.52	20250867	11/30/2025	001-000-000-518-10-49-20	Dues, Subscriptions
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$516.00	20250867	11/30/2025	001-000-000-518-30-45-00	Facility Rental
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$264.35	20250867	11/30/2025	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$2,860.39	20250867	11/30/2025	001-000-000-521-20-31-00	Office Supplies
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$1,125.57	20250867	11/30/2025	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$790.00	20250867	11/30/2025	001-000-000-521-20-41-00	Professional Services
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$2,082.32	20250867	11/30/2025	001-000-000-521-20-43-00	Travel & Training
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$425.00	20250867	11/30/2025	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
Ramp	Nov 2025 Ramp Credit Card Statement	Nov 2025 Ramp Credit Card Statement	\$120.00	20250867	11/30/2025	001-000-000-576-80-11-14	Education
			\$8,874.77				
Republic Services, Inc. dba Rabanco, Ltd.	0172-010091137	PW Debris Removal	\$3,495.77	67207	11/13/2025	001-000-000-576-80-41-04	Professional Services-Misc
			\$3,495.77				
Schultz, Ty	Refund Request P-25-049, 7871 NE 21st	Refund Request P-25-049, 7871 NE 21st	\$3,750.00	67218	11/13/2025	401-000-000-345-81-00-00	Zoning
			\$3,750.00				
Seattle Times, The	78058	Legal Notices Public Hearing Ord Summaries	\$924.55	67208	11/13/2025	001-000-000-518-10-44-00	Advertising
			\$924.55				
Staples Business Advantage	6047107162	CH Office Supplies	\$82.47	67209	11/13/2025	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	6047107164		\$392.55	67209	11/13/2025	001-000-000-518-10-31-00	Office And Operating Supplies
			\$475.02				
Tiki Car Wash	2369	PD Car Washes	\$103.05	67234	11/19/2025	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			\$103.05				
Tree Frog LLC	INV-0024	Arborist Services	\$6,112.50	67210	11/13/2025	401-000-000-558-50-41-50	Arborist
			\$6,112.50				
US Bank	Nov 2025 US Bank Fee	Nov 2025 US Bank Fee	\$167.32	20250865	11/30/2025	001-000-000-514-20-49-10	Miscellaneous
US Bank	Nov 2025 Credit Card Processing Fees	Nov 2025 Credit Card Processing Fees	\$2,002.84	20250865	11/30/2025	401-000-000-558-60-49-10	Miscellaneous
US Bank	Nov 2025 Nations US Bank Credit Card	Nov 2025 Nations US Bank Credit Card	\$516.00	20250865	11/30/2025	001-000-000-518-30-45-00	Facility Rental
US Bank	Nov 2025 Nations US Bank Credit Card	Nov 2025 Nations US Bank Credit Card	\$40.00	20250865	11/30/2025	001-000-000-518-80-41-50	Technical Services, Software Services
			\$2,726.16				
Voyager Systems	8.69362E+12	PD Fuel	\$1,482.51	ayment 12/2/2025 9:54:25 A	11/30/2025	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			\$1,482.51				
WA ST Dept of Transportation	RE *FB91017004261	Inspections & Vehicle Fuel	\$40.23	67211	11/13/2025	001-000-000-576-80-32-00	Vehicle Fuel & Lube
			\$40.23				
Washington State Patrol	I2602193	CPL Backgrounds	\$24.00	67212	11/13/2025	631-000-000-589-30-02-00	WA ST Patrol-Gun-Fbi
			\$24.00				

			\$900,150.24	AP Total			
Payroll	Nov 2025 Payroll	Payroll	\$23,821.72		11/30/2025	001-000-000-513-10-11-00	Salaries, Wages & Benefits
Payroll	Nov 2025 Payroll	Payroll	\$24,735.14		11/30/2025	001-000-000-514-20-11-00	Salaries, Wages & Benefits
Payroll	Nov 2025 Payroll	Payroll	\$26,574.47		11/30/2025	001-000-000-518-10-11-00	Salaries, Wages & Benefits
Payroll	Nov 2025 Payroll	Payroll	\$264,430.12		11/30/2025	001-000-000-521-20-11-00	Salaries, Wages & Benefits
Payroll	Nov 2025 Payroll	Payroll	\$0.00		11/30/2025	001-000-000-571-00-11-00	Salaries, Wages & Benefits
Payroll	Nov 2025 Payroll	Payroll	\$41,629.85		11/30/2025	001-000-000-576-80-11-00	Salaries, Wages & Benefits
Payroll	Nov 2025 Payroll	Payroll	\$26,100.87		11/30/2025	101-000-000-542-30-11-00	Salaries, Wages & Benefits
Payroll	Nov 2025 Payroll	Payroll	\$44,493.02		11/30/2025	401-000-000-558-60-11-00	Salaries, Wages & Benefits
			\$451,785.19	Payroll Total			
			\$1,351,935.43	Grand Total			



MEDINA, WASHINGTON

PARK BOARD MEETING

Hybrid - Virtual/In-Person
 Medina City Hall - Council Chambers
 501 Evergreen Point Road, Medina, WA 98039
Monday, September 15, 2025 – 5:00 PM

MINUTES

1. CALL TO ORDER / ROLL CALL

The Park Board meeting called to order by Chair Collette McMullen at 5:00pm.

PRESENT

Board Chair Collette McMullen
 Board Vice Chair Barbara Moe
 Board Member Dana Brekke
 Board Member Katie Surbeck
 Board Member Gretchen Stengel
 Board Member Mary Nelson
 Emeritus Member Penny Martin

ABSENT

Board Member India Fitting-Koh
 Board Member Michelle Lei

STAFF

Bennett, Osada, Crickmore, Sass, Swanson

2. ANNOUNCEMENTS

Board Chair Collette McMullen thanked Chief Jeff Sass for recognizing the City's Lifeguards for their bravery during an emergency at Medina Beach Park.

3. APPROVAL OF PARK BOARD MINUTES

3.1 Park Board Minutes of July 21, 2025

Recommendation: Adopt minutes.

Staff Contact: Dawn Nations, Acting City Clerk

ACTION: Motion made by Vice Chair Moe, Seconded by Board member Surbeck and carried by 6:0 vote; the board adopted the July 21, 2025, meeting minutes as presented.

4. PUBLIC COMMENT

Board Chair Collette McMullen opened the public comment period; there was no public comment and public comments was closed.

5. PARK BOARD BUSINESS

5.1 Medina Days Pet Parade Recap

Board Chair McMullen gave a brief overview of the event and reported it brought joy to the community. The board discussed improving the audio/music, advertisement for the event should start sooner to encourage better attendance and it was requested to invite the dog rescue organization back for next year.

5.2 Fall Planting/Cleanup Discussion

The board discussed planting bulbs at Medina Park by the main park sign. Board member Nelson will order the bulbs. They will go to Fairweather Park to weed. The board members will meet on November 3, 2025, at 10:30 am at Medina Park.

5.3 Christmas Ships Event Planning

Chair McMullen announced the ships will be at Medina Beach Park on Monday, December 22 at 5:35pm. The board members decided to keep everything the same as last year. Board member Brekke will provide the speaker. Chair McMullen will contact Kitchen and Market to ask if they would like to participate again and bring treats.

5.4 Park Memorial/Donation Update

Recommendation: Update.

Staff Contacts: Ryan Osada, Public Works Director and Jeff Swanson, City Manager

Ryan Osada gave an update. He announced that council gave direction to put a moratorium on park memorials and donations through the end of 2025. The policy was tabled for now.

5.5 Comprehensive Plan Chapters 3 and 5 Update Discussion

Recommendation: Discussion and input.

Staff Contact: Jeff Swanson, City Manager

Jeff Swanson, City Manager gave a PowerPoint presentation of the Comprehensive Plan updates to Chapter 3 – Community Design Element and Chapter 5 – Transportation & Circulation Element. He addressed areas of concern and gave examples of ways to improve. The board members discussed and provided input areas they would like to see addressed. They reported that invasive species of plants in the Medina are a big area of concern. Other concerns were the limited visibility on 520 lid bike trail due to overgrown vegetation and the expansion joint noise on the bridge.

5.6 Park Board Work Plan Discussion

Recommendation: Discussion and input.

Staff Contacts: Jeff Swanson, City Manager and Ryan Osada, Public Works Director

Jeff Swanson, City Manager spoke on memorial topic in parks. The board discussed coordinating a joint meeting with Park Board and City Council to create a work plan to allow all members to have a more cohesive plan for the future of Medina.

6. PARK BOARD ROUNDTABLE

6.1 Questions or Concerns of the Board

None.

7. PARK REPORTS

Fairweather & Lid – Reported the goats did a good job on the ivy and blackberries.

Points Loop Trail – Moe reported looks good.

Lake Lane – McMullen reported looks good

Medina Beach Park -All reported looks good.

Medina Park – PW reported they have mitigation plan to replant under the bridge. Osada updated the board regarding the pond improvement project. He is working with multiple agencies to get the permitting and plan scope.

Viewpoint Park -Brekke reported looks good. PW reported the fence section was removed.

8. ADJOURNMENT

By consensus, the meeting was adjourned at 6:06 PM.

Meeting minutes taken by Dawn Nations, Deputy City Clerk



MEDINA, WASHINGTON

PLANNING COMMISSION MEETING

Hybrid - Virtual/In-Person
 Medina City Hall - Council Chambers
 501 Evergreen Point Road, Medina, WA 98039
Tuesday, September 23, 2025 – 6:00 PM

MINUTES

1. CALL TO ORDER / ROLL CALL

Planning Commission Chair Laura Bustamante called the Planning Commission meeting to order in the Medina Council Chambers at 6:00pm.

PRESENT

Commission Chair Laura Bustamante
 Commission Vice-Chair Shawn Schubring
 Commissioner Julie Barrett
 Commissioner Li-Tan Hsu
 Commissioner Mark Nelson
 Commissioner Brian Pao (arrived 6:09pm)

ABSENT

Commissioner Evonne Lai

STAFF

Bennett, Frappier, Nickle, Swanson, Wilcox, Yormick

2. APPROVAL OF MEETING AGENDA

ACTION: By consensus, the meeting agenda was approved as presented.

3. APPROVAL OF MINUTES

3.1 Planning Commission Meeting Minutes of July 22, 2025

Recommendation: Adopt Minutes.

Staff Contact: Rebecca Bennett, Development Services Coordinator

ACTION: Motion to approve the meeting minutes. Motion passed 5-0

Motion made by Commissioner Hsu, Seconded by Commissioner Barrett.
 Voting Yea: Commission Chair Bustamante, Commission Vice-Chair Schubring,
 Commissioner Barrett, Commissioner Hsu, Commissioner Nelson

4. ANNOUNCEMENTS

4.1 Staff/Commissioners

Wilcox announced that Washington State has started to discuss the Wildland-Urban Interface Code again. If adopted, it would be a new state mandated code. This will effect tree canopy and vegetation retention. The ordinance is driven by the State Fire Marshall.

Wilcox announced that there is a new permit application to change the AT&T cell tower on the St. Thomas Church property.

5. PUBLIC COMMENT PERIOD

Planning Commission Chair Bustamante opened the public comment period. There were no speakers. Subsequently, the public comment period was closed.

6. DISCUSSION

6.1 Concerns of the Commission

None were heard.

6.2 Critical Areas Ordinance Update

Recommendation: Discussion only

Staff Contact: Steven Wilcox, Development Services Director with Staff from our consultant Dan Nickel, Kim Frappier, and Douglas

Facet gave PowerPoint presentation on the Critical Areas Ordinance Update. Commissioners discussed and asked questions.

7. ADJOURNMENT

Meeting adjourned at 7:54p.m.

ACTION: Motion to adjourn. (Approved 6-0)

Motion made by Commissioner Nelson, Seconded by Commission Vice-Chair Schubring.

Voting Yea: Commission Chair Bustamante, Commission Vice-Chair Schubring, Commissioner Barrett, Commissioner Hsu, Commissioner Nelson, Commissioner Pao

Meeting minutes taken by Rebecca Bennett, Development Services Coordinator



MEDINA, WASHINGTON

PLANNING COMMISSION SPECIAL MEETING

Hybrid - Virtual/In-Person
 Medina City Hall - Council Chambers
 501 Evergreen Point Road, Medina, WA 98039
Tuesday, October 14, 2025 – 6:00 PM

MINUTES [AMENDED]

1. CALL TO ORDER / ROLL CALL

Planning Commission Chair Laura Bustamante called the Planning Commission meeting to order in the Medina Council Chambers at 6:01pm

PRESENT

Commission Chair Laura Bustamante
 Commission Vice-Chair Shawn Schubring
 Commissioner Julie Barrett
 Commissioner Li-Tan Hsu (departed 6:31pm)
 Commissioner Evonne Lai (arrived 6:03pm, departed 7:31pm)
 Commissioner Mark Nelson
 Commissioner Brian Pao

STAFF

Bennett, Findley-Reitan, Nickle, Swanson, Wilcox, Yormick

2. APPROVAL OF MEETING AGENDA

ACTION: By consensus, the meeting agenda was approved as presented.

3. APPROVAL OF MINUTES

3.1 Planning Commission Meeting Minutes of September 23, 2025

Recommendation: Adopt Minutes.

Staff Contact: Rebecca Bennett, Development Services Coordinator

ACTION: Motion to approve the meeting minutes. Motion passed 6-0.

Motion made by Commissioner Nelson, Seconded by Commissioner Barrett.
 Voting Yea: Commission Chair Bustamante, Commission Vice-Chair Schubring,
 Commissioner Barrett, Commissioner Hsu, Commissioner Nelson, Commissioner Pao

4. ANNOUNCEMENTS

4.1 Staff/Commissioners

Chair Bustamante checked with the Commissioners to see if they would still like the Agenda distributed to both their Medina email and their personal email. All Commissioners prefer the distribution to both emails.

Director of Development Services, Steve Wilcox, announced that he will be attending a panel on Affordable Housing this Thursday.

5. PUBLIC COMMENT PERIOD

Chair Bustamante opened the public comment period. Public comment was made by Medina resident Bruce Hand. Public comment was made by Medina resident Mark Mowat. No additional public comment being heard, Chair Bustamante closed the public comment period.

6. DISCUSSION

6.1 Concerns of the Commission

Commissioner Pao brought forth his concern of the car sensors at the intersection of 84th and 24th.

6.2 Critical Areas Ordinance Update. City Attorney legal considerations regarding:

- Nonconformities
- Reasonable Use

Recommendation: Discussion only

Staff Contact: Dawn Findlay Reitan, City of Medina Attorney, Steven Wilcox, Development Services Director

Dawn Findley Reitan, City Attorney, gave PowerPoint presentation on legal considerations regarding nonconformities and reasonable use within the Critical Areas Ordinance Update. Commissioners discussed and asked questions.

6.3 Critical Areas Ordinance Update

Recommendation: Discussion only

Staff Contact: Steven Wilcox, Development Services Director with Staff from our consultant Dan Nickel, and Douglas Yormick

Facet gave PowerPoint presentation on the Critical Areas Ordinance Update and went over the draft of the new Ordinance. Commissioners discussed and asked questions.

7. ADJOURNMENT

Meeting adjourned at 8:12pm.

ACTION: Motion to adjourn. (Approved 5-0)

Motion made by Commissioner Barrett, Seconded by Commissioner Nelson.
Voting Yea: Commission Chair Bustamante, Commission Vice-Chair Schubring, Commissioner Barrett, Commissioner Nelson, Commissioner Pao

Meeting minutes taken by Rebecca Bennett, Development Services Coordinator



MEDINA, WASHINGTON

PLANNING COMMISSION MEETING

Hybrid - Virtual/In-Person
 Medina City Hall - Council Chambers
 501 Evergreen Point Road, Medina, WA 98039
Tuesday, October 28, 2025 – 6:00 PM

MINUTES

1. CALL TO ORDER / ROLL CALL

Planning Commission Chair Laura Bustamante called the Planning Commission meeting to order in the Medina Council Chambers at 6:02pm.

PRESENT

Commission Chair Laura Bustamante
 Commissioner Julie Barrett
 Commissioner Evonne Lai
 Commissioner Mark Nelson
 Commissioner Brian Pao (arrived 6:04pm)

ABSENT

Commission Vice-Chair Shawn Schubring
 Commissioner Li-Tan Hsu

STAFF

Bennett, Findlay-Reitan, Nickle, Swanson, Wilcox, Yormick

2. APPROVAL OF MEETING AGENDA

ACTION: By consensus, the meeting agenda was approved as presented.

3. APPROVAL OF MINUTES

3.1 Planning Commission Meeting Minutes of October 14, 2025

Recommendation: Adopt Minutes.

Staff Contact: Rebecca Bennett, Development Services Coordinator

ACTION: Motion to approve the meeting minutes as amended. Motion passed 4-0

Motion made by Commissioner Nelson, Seconded by Commissioner Barrett.
 Voting Yea: Commission Chair Bustamante, Commissioner Barrett, Commissioner Lai,
 Commissioner Nelson

4. ANNOUNCEMENTS

4.1 Staff/Commissioners

Director of Development Services, Steve Wilcox, reported that the primary project currently underway is the Critical Areas Ordinance. He also reminded the Commissioners that he attended an Affordable Housing Panel held in Kirkland last week.

Chair Bustamante noted that she distributed an article regarding the City of Duvall's position on Affordable Housing. She also mentioned that the City Council is having discussions on gas powered leaf blowers.

5. PUBLIC COMMENT PERIOD

Planning Commission Chair Bustamante opened the public comment period. Public comment was made by Medina resident Mark Mowat. Public comment was made by Medina resident Kristen Edelhertz. Chair Bustamante closed the public comment period.

6. DISCUSSION

6.1 Concerns of the Commission

None were heard.

6.2 Critical Areas Ordinance Update

Recommendation: Discussion only

Staff Contact: Steven Wilcox, Development Services Director with Staff from our consultant Dan Nickel, Kim Frappier, and Douglas Yormick

Facet gave Power Point presentation and went through the most recent draft of the Critical Areas Ordinance. Commissioners discussed and asked questions.

7. ADJOURNMENT

Next Planning Commission Meeting: November, 18, 2025 at 6:00 PM.

Meeting adjourned at 9:04pm.

ACTION: Motion to adjourn. Approved 5-0.

Motion made by Commissioner Barrett, Seconded by Commissioner Pao.

Voting Yea: Commission Chair Bustamante, Commissioner Barrett, Commissioner Lai, Commissioner Nelson, Commissioner Pao

Meeting minutes taken by Rebecca Bennett, Development Services Coordinator



MEDINA, WASHINGTON

MEDINA CITY COUNCIL

SPECIAL AND REGULAR MEETING

Hybrid – Virtual/In-Person
 Medina City Hall – Council Chambers
 501 Evergreen Point Road, Medina, WA 98039
Monday, November 10, 2025 – 5:00 PM

MINUTES

1. STUDY SESSION

Mayor Rossman called the study session of the Medina City Council to order in the Council Chambers at 5:05pm.

PRESENT

Mayor Jessica Rossman
 Deputy Mayor Randy Reeves
 Councilmember Joseph Brazen (arrived at 5:18 pm)
 Councilmember Harini Gokul (on-line)
 Councilmember Mac Johnston
 Councilmember Heija Nunn

ABSENT

Councilmember Michael Luis

STAFF

Swanson, Osada, Wilcox, Wagner, Sass, Nations, Robertson

1.1 2026 Legislative Priorities

City Manager Jeff Swanson gave a presentation and council discussed legislative priorities that they would like to see addressed.

ACTION: Discussion only; no action taken.

2. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Rossman called the regular meeting of the Medina City Council to order in the Council Chambers at 6:01 pm.

PRESENT

Mayor Jessica Rossman
 Deputy Mayor Randy Reeves
 Councilmember Joseph Brazen
 Councilmember Harini Gokul (on-line)

Councilmember Mac Johnston
Councilmember Heija Nunn

ABSENT
Councilmember Michael Luis

STAFF
Swanson, Osada, Wilcox, Wagner, Sass, Nations, Robertson

3. APPROVAL OF MEETING AGENDA

ACTION: By censuses the meeting agenda was approved as presented.

4. PUBLIC COMMENT PERIOD

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

Mark Mowatt addressed the council regarding his property at 8216 Overlake Drive West that will be substantially impacted by the proposed Critical Areas ordinance language. He also submitted letter to Council and the Planning Commission clarifying the proposed language updates to the ordinance. He offered to meet with council or commissioners to discuss the proposed language updates to offer input on his research. His letter was entered into record for council review.

There were no additional speakers, and the public comments was closed.

5. PRESENTATIONS

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

Park Board Chair Collette McMullen reported the park board did their annual bulb planting at Medina Park they planted 100 bulbs and did weeding at Fairweather Park. She stated the Park board will be meeting on November 17th to start planning for next year's work plan. She announced the Christmas ships will be arriving at Medina Beach Park on December 22, 2025, at 5:35pm. She also requested to schedule a joint Park Board/Council meeting in 2026.

Planning Commission Chair Laura Bustamante reported the Planning Commission met on October 28th and continued to discuss CAO and has received numerous public comments from residents. The Commission chose the stream buffers as best available science with less impact to fewer parcels. They sent their proposed changes to Department of Fish and Wildlife and received a letter of support. The next meeting will be on November 18th and will hold a public hearing regarding the draft code to the ordinance to receive public comments. She encouraged council to attend the meeting.

Chief Sass reported City Hall was opened to residents who did not have power in the recent storm.

Council member Gokul, Mayor Rossman, Deputy Mayor Reeves and City Manager

Swanson had an informal meeting with representative from the UW Evans School of Public Policy. The city is seeking to leverage resources with the school in the future. The representatives will present to council at a future meeting. City Manager Swanson reported he is excited to partner with the school for research on policies and knowledge from future Public Administrative Professionals. Graduate students need to complete a capstone projects the city can choose to invest in their projects and benefit from these resources.

Deputy Mayor Reeves gave tribute to the late Lenny Wilkens who was a Medina resident. Council member Nunn acknowledged his passing and requested the City find an appropriate way to honor him. The council took a moment of silence in honor of Mr. Wilkens and thanked him for his many contributions and extended their thoughts to his family.

Mayor Rossman addressed the council Eastside Transportation Partnership small city coalition and asked for input before the next meeting.

6. CITY MANAGER'S REPORT

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

Chief Sass gave update on Halloween night and how the officers handled the road closures to make the night safer for the pedestrians out that night. He reported it was a successful night. He asked if the council would like to continue having 2 Shredder days each year. It was discussed and decided to hold the April shredder day as planned.

Steve Wilcox, Development Services Director, gave update on the Critical Areas Update and asked council to attend. Council thanked Steve for his thorough report. Council asked questions about the tree canopy study and staff responded.

Ryan Wagner, Finance & HR Director, thanked those who attended the budget open house.

Ryan Osada, Public Works Director, gave update on the interior City Hall painting schedule and city hall closures. He gave update on the Fairweather Park tennis court fencing is almost complete. Council asked questions regarding trail mapping and staff responded.

Mayor Rossman asked for the future agenda calendar be reorganized to have current meetings first and past meetings after. Councilmember Nunn asked for the parking lot items on the calendar. City Manager Swanson reported he will be reformatting this document.

7. CONSENT AGENDA

ACTION: Motion made by Deputy Mayor Reeves, Seconded by Councilmember Johnston. Carried 6-0 vote. The meeting agenda was approved as presented.

7.1 October 2025, Check Register

Recommendation: Approve.

Staff Contact: Ryan Wagner, Finance/HR Director

7.2 Draft City Council Meeting Minutes of:

- a) September 22, 2025;
- b) October 13, 2025; and
- c) October 27, 2025.

Recommendation: Adopt minutes.

Staff Contact: Dawn Nations, Acting City Clerk

7.3 Development Services Committee

- a) Adopt Resolution No. 454.
- b) Notice of DSC Committee Appointments

Recommendation: Adopt Resolution No. 454 and approve appointments.

Staff Contact(s): Jennifer S. Robertson, City Attorney, Steve Wilcox, Development Services Director, Jessica Rossman, Mayor

8. LEGISLATIVE HEARING

None.

9. PUBLIC HEARING

9.1 2026 Proposed Budget and Salary Schedule

Recommendation: Discussion and Direction.

Staff Contact: Ryan Wagner, Finance Director

Mayor Rossman opened the public hearing to receive public testimony. Ryan Wagner, Finance Director gave staff presentation on the 2026 Proposed Budget and Salary Schedule. He highlighted what was added and removed from the budget. Council asked for a clearer document to highlight what budget items directly benefit the residents. Council asked questions and staff responded.

ACTION:

9.2 2026 Property Tax Levy Resolution

Recommendation: Adopt Resolution No. 453.

Staff Contact: Ryan Wagner, Finance Director

Mayor Rossman opened the public hearing to receive public testimony. Ryan Wagner, Finance Director, gave staff presentation on the 2026 Property Tax Levy. He highlighted significant dollar amounts and tax rate breakdowns. Council asked questions and staff responded. The public hearing was closed.

ACTION: No action taken the Resolution will be corrected and brought back to council on November 19, 2025, for adoption.

10. CITY BUSINESS

None.

11. REQUESTS FOR FUTURE AGENDA ITEMS

- a) Requests for future agenda items.

Councilmember Nunn proposed having a community outreach program. City Manager Swanson will work on this and bring it back to council at a future meeting.

Council member Gokul asked what the city does for Veterans Day and other occasions this will be discussed for next year.

Mayor Rossman will be listening to the Sound Cities Association will be on Wednesday, November 12, 2025.

12. PUBLIC COMMENT

Mayor Rossman opened the public comment period.

Laura Bustamante spoke regarding pocket park at the post office, and she suggested that council look at this area for other uses.

There were no additional speakers, and the public comments were closed.

13. EXECUTIVE SESSION

The Council entered Executive Session at 7:52 PM for an estimated time of 20 minutes to discuss matters as authorized under the following RCW:

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.

ACTION: No action was taken following the Executive Session and council adjourned from Executive Session.

Jennifer Robertson, City Attorney, was in attendance during this Executive Session.

14. ADJOURNMENT

Council adjourned directly from Executive Session.

Meeting minutes were taken by Dawn Nations, Acting City Clerk



MEDINA, WASHINGTON

AGENDA BILL

Monday, December 8, 2025

Subject: Lighting Ordinance – Interim Official Control (Extension)

Category: Consent Calendar

Staff Contact(s): Jennifer S. Robertson, City Attorney and Steve Wilcox, Development Services Director

Summary:

The City Council passed middle housing legislation on May 27, 2025 (Ordinance No. 1040) which takes effect on July 1, 2025. With the potential for significant increases in density and new construction, the Council expressed a desire to address the impacts of the lighting from such future developments in order to protect the sylvan nature of Medina, support “dark skies”, and make the new development more harmonious with the existing high quality natural and built environment in Medina. Lighting was also a prominent issues for the public when providing feedback on middle housing.

On June 23, 2025, the City Council adopted Ordinance No. 1043 an “Interim Official Control” (“IOC”) to address lighting. An IOC is a zoning ordinance that can be in effect while the staff, Planning Commission, and City Council consider, process, and perform outreach on permanent lighting regulations. This ensures that development applications that are submitted prior to the permanent regulations will be required to meet the IOC standards. While the Planning Commission is working on permanent lighting regulations, the work is not yet completed. The IOC will expire on December 23, 2025, therefore, to keep the IOC in effect, an extension is needed.

Interim Official Control. An interim official control is adopted using the same procedures as a moratorium. The Council may extend the IOC but is required to hold a public hearing within 60 days. The ordinance sets the hearing for January 26, 2026. The ordinance also gives the Director of Development Services the authority to interpret the IOC. Assuming the public hearing is held, the ordinance will be in effect for 6 months and may be renewed if needed. While the ordinance is in effect, the Planning Commission and Council will continue to consider and process permanent regulations.

These proposed Ordinances meet and support Council’s priorities 2, 3, 4 and 5.

Council Priorities:

1. Financial Stability and Accountability
2. **Quality Infrastructure**
3. **Efficient and Effective Government**
4. **Public Safety and Health**
5. **Neighborhood Character and Community Building**

Attachment(s)

Exhibit 1: Ordinance No. 1050 extending the interim official control for outdoor lighting as set forth in Ordinance No. 1043

Exhibit 2: Ordinance No. 1043

Exhibit 3: Agenda Bill from June 23, 2025 regarding Ordinance No. 1043

Budget/Fiscal Impact: None

Recommendation: Adopt Ordinance No. 1050 to extend and renew the interim official control which was adopted on June 23, 2025 under Ordinance No. 1043.

City Manager Approval:

**Proposed Council Motions:**

MOTION: "I move adoption the Ordinance No. 1050, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; extending and renewing the interim official control adopted under ordinance no. 1043, relating to zoning, which added a new Chapter 16.25 to the Medina Municipal Code (MMC) to require outdoor lighting to meet certain standards therein, revising MMC 16.66.110 for consistency with new chapter 16.25 MMC; adopting findings in support of this ordinance; setting a public hearing as required by RCW 35A.63.220 and RCW 36.70A.390 to take testimony on this extension and renewal of the interim official control; providing for severability and corrections; and establishing an effective date."

CITY OF MEDINA, WASHINGTON

Ordinance No. 1050

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, ADOPTED PURSUANT TO RCW 35A.63.220 AND RCW 36.70A.390; EXTENDING AND RENEWING THE INTERIM OFFICIAL CONTROL ADOPTED UNDER ORDINANCE NO. 1043, RELATING TO ZONING, WHICH ADDED A NEW CHAPTER 16.25 TO THE MEDINA MUNICIPAL CODE (MMC) TO REQUIRE OUTDOOR LIGHTING TO MEET CERTAIN STANDARDS THEREIN, REVISING MMC 16.66.110 FOR CONSISTENCY WITH NEW CHAPTER 16.25 MMC; ADOPTING FINDINGS IN SUPPORT OF THIS ORDINANCE; SETTING A PUBLIC HEARING AS REQUIRED BY RCW 35A.63.220 AND RCW 36.70A.390 TO TAKE TESTIMONY ON THIS EXTENSION AND RENEWAL OF THE INTERIM OFFICIAL CONTROL; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt moratoria and interim zoning controls related to land uses; and

WHEREAS, the City possesses land use jurisdiction and regulatory authority over the City's incorporated lands; and

WHEREAS, on May 27, 2025, the City Council adopted Ordinance No. 1040 to update the City's land use codes to allow for middle housing and additional accessory dwelling units consistent with State law; and

WHEREAS, with increasing density, adopting standards that allow harmony between residents are of increased importance; and

WHEREAS, in order to make sure such increased density and development does not vest to the existing lighting standards, the City Council deems it in the public interest to adopt an interim official control until such time and the City can process, consider and adopt updated permanent lighting regulations; and

WHEREAS, the City Council adopted Ordinance No. 1043 on June 23, 2025 which was an interim official control on lighting and directed the Planning Commission to work on permanent lighting regulations; and

WHEREAS, the interim official control imposed under Ordinance No. 1043 promotes the public good and is necessary for the protection of public health, property, safety, and welfare; and

WHEREAS, the Planning Commission has not yet completed work on the permanent regulations and needs additional time to complete its work while the interim official control remains in effect; and

WHEREAS, the City Council determines that it is in the public interest, safety and welfare to extend and renew the interim official control as set forth in this Ordinance;
NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 6 below.

Section 2. Interim Official Control Extended and Renewed. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, the City hereby extends and renews the interim official control, as set forth in Ordinance No. 1043, which amends the Medina Municipal Code as set forth therein and established the procedures and vesting thereunder.

Section 3. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony and to consider adopting further findings of fact, on or before February 6, 2025. The Council hereby schedules the public hearing for January 26, 2026.

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 of any other section, sentence, clause, or phrase of this ordinance.

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical 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 7. Effective Date. This extension of the interim official control imposed under Ordinance No. 1043 shall take effect five days after publication as provided by law and shall remain effective for six (6) months, unless terminated earlier by the City Council. Provided, that the Council may, at its sole discretion, renew the interim official control for one or more six-month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 8th DAY OF DECEMBER, 2025 BY A VOTE OF __ FOR, __ AGAINST, AND __ ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 8th DAY OF DECEMBER, 2025.

Jessica Rossman, Mayor

Approved as to form:
Inslee Best Doezie & Ryder, P.S.

Attest:

Jennifer R. Robertsn, City Attorney

Dawn Nations, Acting City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: / AB

CITY OF MEDINA, WASHINGTON

Ordinance No. 1043

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, ADOPTED PURSUANT TO RCW 35A.63.220 AND RCW 36.70A.390; IMPOSING AN INTERIM OFFICIAL CONTROL RELATING TO ZONING, ADDING A NEW CHAPTER 16.25 TO THE MEDINA MUNICIPAL CODE (MMC) TO REQUIRE OUTDOOR LIGHTING TO MEET CERTAIN STANDARDS THEREIN, REVISING MMC 16.66.110 FOR CONSISTENCY WITH NEW CHAPTER 16.25 MMC; ADOPTING FINDINGS IN SUPPORT OF THIS ORDINANCE; PROVIDING FOR VESTED RIGHTS, INTERPRETATION AUTHORITY AND SETTING A PUBLIC HEARING AS REQUIRED BY RCW 35A.63.220 AND RCW 36.70A.390 TO TAKE TESTIMONY ON THIS INTERIM OFFICIAL CONTROL; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt moratoria and interim zoning controls related to land uses; and

WHEREAS, the City possesses land use jurisdiction and regulatory authority over the City's incorporated lands; and

WHEREAS, on May 27, 2025, the City Council adopted Ordinance No. 1040 to update the City's land use codes to allow for middle housing and additional accessory dwelling units consistent with State law; and

WHEREAS, with increasing density, adopting standards that allow harmony between residents are of increased importance; and

WHEREAS, in order to make sure such increased density and development does not vest to the existing lighting standards, the City Council deems it in the public interest to adopt an interim official control until such time and the City can process, consider and adopt updated permanent lighting regulations; and

WHEREAS, the interim official control imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare; and

WHEREAS, the City Council determines that it is in the public interest, safety and welfare to update its code as required by State law and as set forth in this Ordinance;
NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES
ORDAIN AS FOLLOWS:**

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 6 below.

Section 2. Interim Official Control Imposed. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, the City hereby imposes an interim official control, as described in Sections 3 through 4, to amend the Medina Municipal Code as set forth therein.

Section 3. A new chapter 16.25 is hereby added to the Medina Municipal Code to read as follows:

Chapter 16.25 OUTDOOR LIGHTING ON PUBLIC AND PRIVATE PROPERTY

16.25.010 Purpose.

16.25.020 Definitions.

16.25.030 Applicability.

16.25.040 Exemptions.

16.25.050 General standards.

16.25.060 Prohibited.

16.25.070 Submittals.

16.25.080 Figures of acceptable shielding and direction of outdoor light fixtures.

16.25.010 Purpose.

The purpose of this chapter is to provide regulations that preserve and enhance the view of the dark sky; promote health, safety, security, and productivity; and help protect natural resources. The provisions of this chapter are intended to control glare and light trespass. It is the intent of this chapter to provide standards for appropriate lighting practices and systems that will enable people to see essential detail in order that they

may undertake their activities at night, facilitate safety and security of persons and property, and curtail the degradation of the nighttime visual environment.

16.25.020 Definitions.

The following terms have the following definitions for purposes of this chapter:

- A. *Accent lighting* means any luminaire that emphasizes a particular object or draws attention to a particular area for aesthetic purposes.
- B. *Cut-off angle* (of a luminaire) means the angle, measured from the lowest point between a vertical line from the center of the lamp extended to the ground and the first line of sight at which the bare source is not visible.
- C. *Director* means the director of development services for the City of Medina.
- D. *Fixture* (also called a "luminaire") means a complete lighting unit including the lamps, together with the parts required to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply.
- E. *Foot-candle* means a measure of illuminance or a measure of how bright a light appears to the eye. One foot-candle is equal to one lumen per square foot. As an example, a typical 60-watt incandescent lamp (840 lumens) produces an illuminance of 0.1 foot-candles at a distance of about 25 feet.
- F. *Lamp* means the light-producing source installed in the socket portion of a luminaire.
- G. *Light pollution* means general sky glow caused by the scattering of artificial light in the atmosphere and resulting in decreased ability to see the natural night sky.
- H. *Light trespass* means any light emitted by an outdoor luminaire that shines directly beyond the property on which the luminaire is installed or indirectly shines beyond the property on which the luminaire is installed at a brightness (illuminance) that exceeds 0.1 foot-candles at the property line. This term includes light extending above a commercial building from a sky light.
- I. *Luminaire*. See definition for "fixture" (subsection D of this section).
- J. *Outdoor lighting fixture* means a luminaire outside of an enclosed building or structure or any luminaire directed such that it primarily illuminates outdoor areas.
- K. *Shielding* means that no light rays are emitted by a fixture above the horizontal plane running through the lowest point of the fixture.
- L. *Spotlight* means any lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.

16.25.030 Applicability.

- A. All outdoor lighting fixtures installed on private and public property shall comply with this chapter. This chapter does not apply to interior lighting; provided, however, that if it is determined by the director that any interior lighting emitting light outside of the

building or structure in which it is located creates a light trespass, the interior lighting shall be subject to the requirements of this chapter. Types of outdoor lighting to which this chapter applies include, but are not limited to, lighting for:

1. Buildings and structures including, but not limited to, overhangs and canopies;
 2. Parking lot lighting;
 3. Security lighting;
 4. Landscape lighting;
 5. Driveway lighting;
 6. Patio or deck lighting;
 7. Lighting on docks and piers;
 8. Street lighting.
- B. The city's departments of development services and public works shall administer and enforce this chapter.
- C. In the event of a conflict between the requirements of this chapter and any other requirement of the City of Medina Municipal Code, the more restrictive requirement shall apply.

16.25.040 Exemptions.

The following are exempt from the provisions of this chapter:

- A. Traffic control signals and devices;
- B. Street lights installed prior to the effective date of the ordinance codified in this chapter; provided, that when a street light fixture becomes inoperable, any replacement street light fixture shall be subject to the provisions of this chapter;
- C. Temporary emergency lighting (i.e., fire, police, repair workers) or warning lights;
- D. Moving vehicle lights;
- E. Navigation lights (i.e., radio/television towers, docks, piers, buoys) or any other lights where state or federal statute or other provision of the City of Medina Municipal Code requires lighting that cannot comply with this chapter. In such situations, lighting shall be shielded to the maximum extent possible, and lumens shall be minimized to the maximum extent possible, while still complying with state or federal statute;
- F. Public facilities where lighting is necessary for public safety purposes;
- G. Seasonal decorations do not have to be shielded; provided, that they do not have a brightness of more than 0.1 foot-candles at the property line on which they are installed;
- H. Outdoor lighting approved by the director for temporary or periodic events (e.g., fairs, nighttime construction).

16.25.050 General standards.

A. The following general standards shall apply to all nonexempt outdoor lighting fixtures and accent lighting:

1. All light trespass is prohibited.
2. Outdoor lighting fixtures and accent lighting must be shielded and aimed downward, and shall be installed at the minimum height necessary. Examples of acceptable and unacceptable light pollution control shielding are shown in Figures 1 through 4 in section 16.25.090. The shield must mask the direct horizontal surface of the light source. The light must be aimed to ensure that the illumination is only pointing downward onto the ground surface, with no escaping direct light permitted to contribute to light pollution by shining upward into the sky.
3. All outdoor lighting fixtures and accent lighting shall be designed, installed, located and maintained such that light trespass is essentially nonexistent (see Figure 3)
4. Outdoor lighting fixtures and accent lighting shall not directly illuminate public waterways, unless it is a navigational light subject to state or federal regulations.
5. Accent lighting shall be directed downward onto the illuminated object or area and not toward the sky or onto adjacent properties (see Figure 4). Direct light emissions of such accent lighting shall not be visible above the roof line or beyond the building, structure, or object edge.
6. Spotlighting on landscaping and foliage shall be limited to 150 watts incandescent (2,020 lumens output).

16.25.060 Prohibited.

A. The following fixtures (luminaires) are prohibited:

1. Searchlights for any purpose other than temporary emergency lighting or as allowed by a special event license;
2. Laser lights or any similar high-intensity light for outdoor use or entertainment, when projected above the horizontal plane;
3. Quartz lamps;
4. Mercury vapor lamps.

B. No lighting shall be allowed on private sports courts or private recreational facilities in the City.

C. The city reserves the right to further restrict outdoor lighting including, but not limited to, pole height, and level of illumination, when it is deemed to be in the best public interest consistent with the purpose of this chapter.

16.25.070 Submittals.

All building permit applications which include the installation of outdoor lighting fixtures shall demonstrate compliance with the requirements of this chapter by indicating the location and type of lighting used on the site plan submitted with the building permit application.

16.25.080 Figures of acceptable shielding and direction of outdoor light fixtures.

The following four figures illustrate acceptable and unacceptable outdoor lighting fixtures in the city:

Figure 1: Wall-Mounted Lighting Fixtures

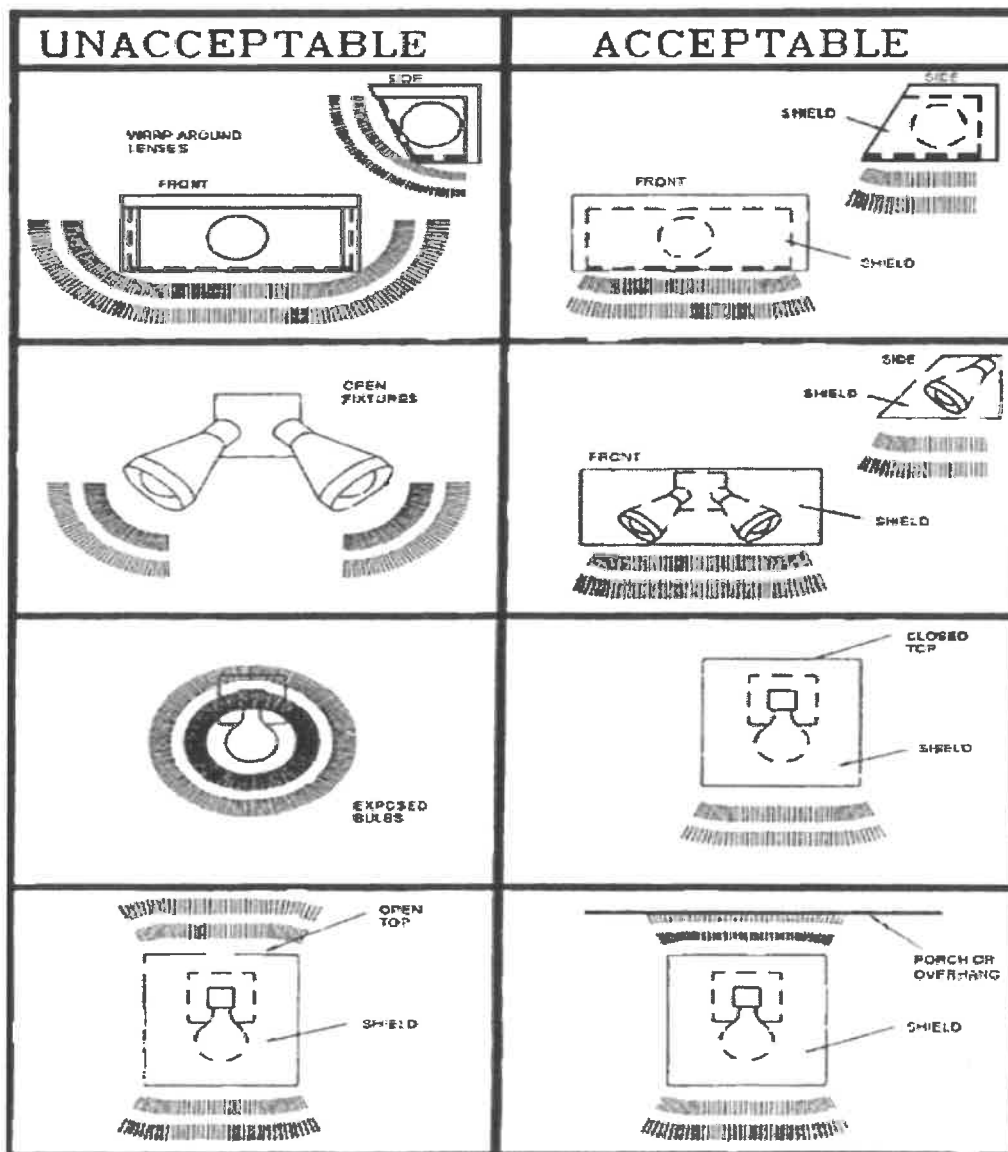


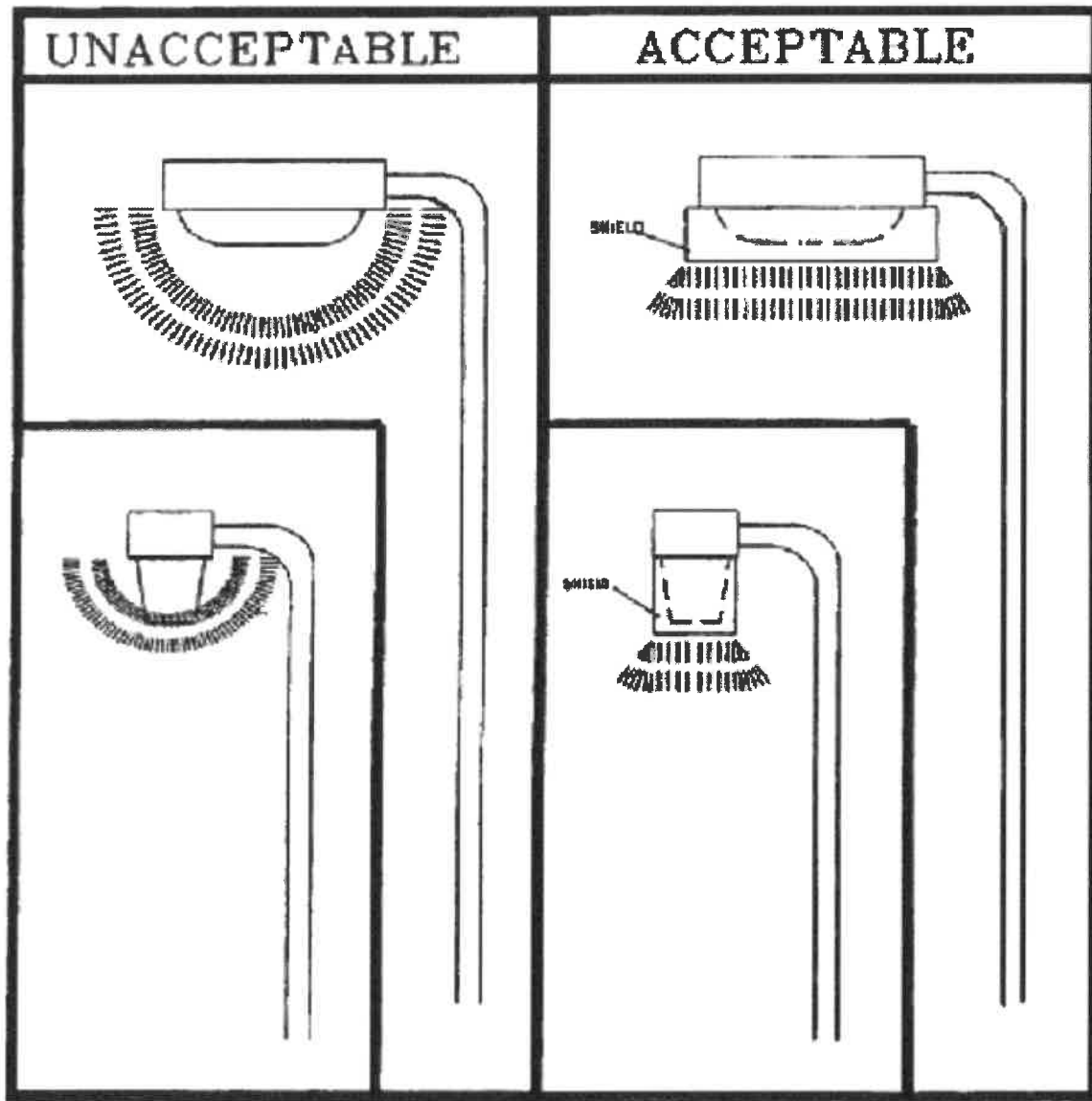
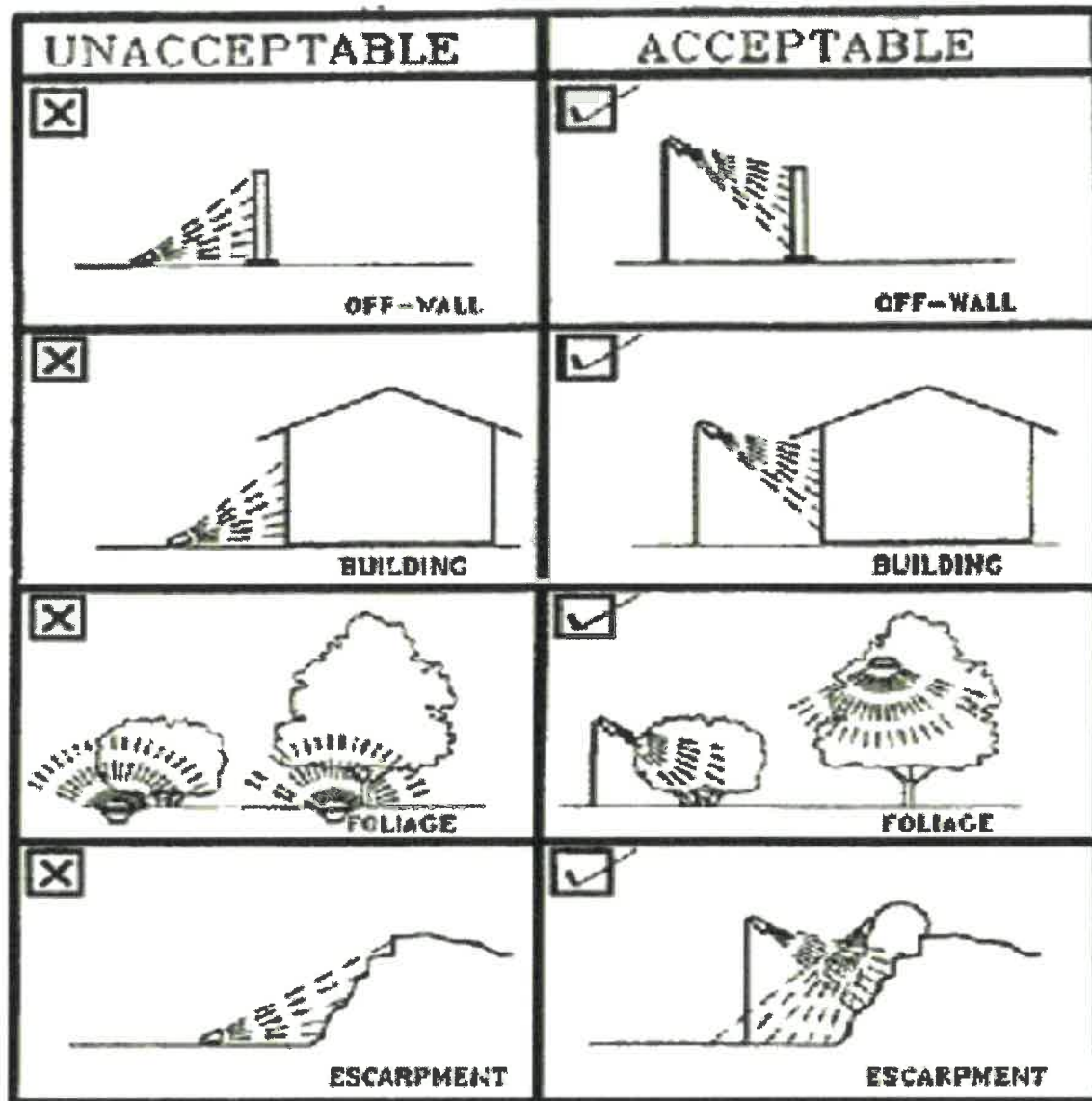
Figure 2: Freestanding Outdoor Lighting Fixtures

Figure 3: Accent Lighting



Section 4. Section 16.66.110 of the Medina Municipal Code is hereby amended to read as follows:

16.66.110. Lighting.

A. Exterior lighting shall be controlled using limits on height, light levels of fixtures, light shields, and other mechanisms that:

1. Prevent light pollution or other adverse effects that could infringe upon public enjoyment of the shoreline;

2. Protect residential uses from adverse impacts that can be associated with light trespass from adjoining properties; and

3. Prevent adverse effects on fish and wildlife species and their habitats.

B. Exterior lighting shall be directed downward and away from adjoining residential properties and Lake Washington and shall be consistent with the requirements of Chapter 16.25 of the Medina Municipal Code. Shielding may be required to conceal the light source.

C. Exterior lighting mounted on piers, docks or other water-dependent uses located at the shoreline edge shall be at ground or dock level and be designed to prevent lighting from spilling onto the lake water and shall be consistent with the requirements of Chapter 16.25 of the Medina Municipal Code.

D. ~~The following shall be exemptions set forth in Chapter 16.25 of the Medina Municipal Code shall also apply in the Shoreline area, from the lighting requirements in this section:~~

- ~~1. Emergency lighting required for public safety;~~
- ~~2. Lighting for public rights-of-way;~~
- ~~3. Outdoor lighting for temporary or periodic events (e.g., community events at public parks);~~
- ~~4. Seasonal decoration lighting; and~~
- ~~5. Lighting required by a state or federal agency for navigation purposes.~~

Section 5. Effect on Vested Rights. The interim official control imposed under Sections 3 and 4 of this Ordinance shall apply prospectively only and shall be all Permit Applications, Land Use Development Applications, and Variance Applications submitted after the effective date of this ordinance. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Medina's regulations, provided that such an applicant has filed a complete Permit, Development or Variance Application before the effective date of this ordinance.

Section 6. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony and to consider adopting further findings of fact, on or before August 22, 2025. The Council hereby schedules the public hearing for July 28, 2025.

Section 7. Interpretive Authority. The City of Medina Development Services Director, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 8. 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 of any other section, sentence, clause, or phrase of this ordinance.

Section 9. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 10. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical 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 11. Effective Date. This interim official control shall take effect five days after publication as provided by law and shall remain effective for six (6) months, unless terminated earlier by the City Council. Provided, that the Council may, at its sole discretion, renew the interim official control for one or more six-month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

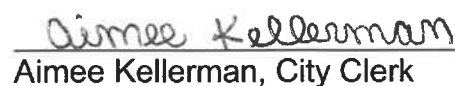
PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 23rd DAY OF JUNE, 2025 BY A VOTE OF 7 FOR, 0 AGAINST, AND 0 ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 23RD DAY OF JUNE, 2025.


Jessica Rossman, Mayor

Approved as to form:
Inslee Best Doezie & Ryder, P.S.

Attest:


Jennifer R. Robertson, City Attorney


Aimee Kellerman, City Clerk

PUBLISHED: 6/26/2025
EFFECTIVE DATE: 7/1/2025
ORDINANCE NO.: / AB



MEDINA, WASHINGTON

AGENDA BILL

Monday, June 23, 2025

Subject: Lighting Ordinance – Interim Official Control

Category: Council Business

Staff Contact(s): Jennifer S. Robertson, City Attorney and Steve Wilcox, Development Services Director

Summary:

The City Council passed middle housing legislation on May 27, 2025 which takes effect on July 1, 2025. With the potential for significant increases in density and new construction, the Council expressed a desire to address the impacts of the lighting from such future developments in order to protect the sylvan nature of Medina, support “dark skies”, and make the new development more harmonious with the existing high quality natural and built environment in Medina. Lighting was also a prominent issues for the public when providing feedback on middle housing.

The ordinance presented is an “Interim Official Control” (“IOC”) which is a zoning ordinance that can be in effect while the staff, Planning Commission, and City Council consider, process, and perform outreach on permanent lighting regulations. This ensures that development applications that are submitted prior to the permanent regulations will be required to meet the IOC standards. These standards are described below.

The ordinance creates an interim new Chapter 16.25 in the Medina Municipal Code which will apply to all development in Medina. It consists of 8 new sections:

16.25.010 Purpose. This section describes the goals and purpose of the lighting code, including “dark sky”.

16.25.020 Definitions. This section includes definitions needed to implement the code, including accent lighting; cut-off angle (of a luminaire); director; fixture; foot-candle (measurement of brightness); lamp; light pollution; light trespass; luminaire; outdoor lighting fixture; shielding; and spotlight.

16.25.030 Applicability. This section makes the chapter applicable to all outdoor lighting fixtures on private and public property in Medina. The chapter does not apply to interior lighting unless such lighting is emitting light outside of the building and creating a light trespass.

16.25.040 Exemptions. This section provides exemption to the lighting code for traffic lights; streetlights which were installed prior to the ordinance; temporary emergency lighting; lights on moving vehicles; navigation lights; public recreational facilities; seasonal decoration; and outdoor lighting approved by the director for temporary or periodic events.

16.25.050 General standards. This section provides the performance standards for outdoor lighting. These include:

- Prohibiting light trespass
- Requiring lighting to be shielded and aimed downward and located as low as possible
- Requiring lighting to be designed to ensure no light trespass
- Prohibiting lighting from illuminating public waterways, except for navigational lights under state or federal regulations
- Requiring accent lights to be directed downward and not towards the sky or adjacent properties
- Limiting spotlighting on landscaping to 150 watts

16.25.060 Prohibited. This section prohibits:

- Searchlights
- Laser lights or similar high-intensity lights
- Quartz lamps
- Mercury vapor lamps
- Lighting of private sports courts or recreational facilities

16.25.070 Submittals. This section requires all building permits to include information on outdoor lighting and for the applicant to demonstrate compliance with the lighting code.

16.25.080 Figures of acceptable shielding and direction of outdoor light fixtures. This section contains graphics showing acceptable and unacceptable outdoor lighting fixtures.

In addition to the new chapter, the Ordinance includes amendments to MMC 16.66.110 which is the lighting standards for shoreline areas. MMC 16.66.110 was updated to incorporate Chapter 16.25 MMC into the shoreline lighting code for consistency across the city.

Interim Official Control. An interim official control is adopted using the same procedures as a moratorium. The Council may adopt the IOC but is required to hold a public hearing within 60 days. Given the August break, the ordinance sets the hearing for July 28, 2025. The ordinance also gives the Director of Development Services the authority to interpret the IOC. Assuming the public hearing is held, the ordinance will be in effect for 6 months and may be renewed if needed. While the ordinance is in effect, the Planning Commission and Council should consider and process permanent regulations.

These proposed Ordinances meet and support Council's priorities 2, 3, 4 and 5.

Council Priorities:

1. Financial Stability and Accountability
2. **Quality Infrastructure**
3. **Efficient and Effective Government**
4. **Public Safety and Health**
5. **Neighborhood Character and Community Building**

Attachment(s)

Exhibit 1: Ordinance No. 1043 adopting an interim official control for outdoor lighting

Budget/Fiscal Impact: None

Recommendation: Adopt Ordinance and direct the Planning Commission to review and process permanent lighting regulations.

Interim City Manager Approval: 

Proposed Council Motions:

MOTION 1: “I move adoption the Ordinance No. 1043, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; imposing an interim official control relating to zoning, adding a new Chapter 16.25 to the Medina Municipal Code (MMC) to require outdoor lighting to meet certain standards therein, revising MMC 16.66.110 for consistency with new Chapter 16.25 MMC; adopting findings in support of this ordinance; providing for vested rights, interpretation authority and setting a public hearing as required by RCW 35A.63.220 and RCW 36.70A.390 to take testimony on this interim official control; providing for severability and corrections; and establishing an effective date.”

MOTION 2: “I move to direct the Planning Commission to study and process permanent outdoor lighting regulations to be brought to Council before the expiration of the interim official control on outdoor lighting.”

Time Estimate: 45 minutes



MEDINA, WASHINGTON

AGENDA BILL

December 8, 2025

Subject: Approval of Second Amendment to Independent Force Investigations Team (IFIT) Interlocal Agreement

Category: Consent

Staff Contact(s): Jeff Sass, Police Chief and Jennifer Robertson, City Attorney

Summary

In 2021, Medina entered into an Interlocal Agreement with several other agencies, including Washington State Patrol; King County Sheriff's Office; Bellevue PD; Duvall PD; Kirkland PD; Clyde Hill PD; Issaquah PD; Lake Forest Park PD; Mercer Island PD; Redmond PD; Snoqualmie/North Bend PD; and University of Washington Police Department for the provision of creating an Independent Force Investigations Team (IFIT) for investigating use of force incidents as required by State law. The agreement was first amended in 2022 to clarify that information under the agreement will not be used to assist civil immigration enforcement. The City of Seattle now would like to join the interlocal agreement which necessitates this second amendment. In addition, minor modifications regarding securing the crime scene for the IFIT team investigation purposes are recommended for this second amendment.

If approved, this amendment will improve the agreement and allow Seattle to be a participant. Police Chief Sass recommends approval.

This project meets and supports Council's priorities 3 and 4:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. **Efficient and Effective Government**
4. **Public Safety and Health**
5. Neighborhood Character

Attachment(s)

Second Amendment to IFIT interlocal agreement

Budget/Fiscal Impact: n/a

Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: I move to authorize the City Manager to execute the second amendment to the IFIT interlocal agreement.

**SECOND MODIFICATION TO
THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT
MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S
OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL,
DUVALL, KIRKLAND, ISSAQUAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND,
REDMOND, AND SNOQUALMIE FOR THE CREATION OF THE
INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

I. RECITALS

WHEREAS, the following agencies entered into an INTERLOCAL AGREEMENT, as amended, ("Agreement") to provide law enforcement mutual aid and mobilization between the Parties for incidents described more fully in the Agreement:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD;
- Snoqualmie PD;
- University of Washington Police Department AND

WHEREAS, the authority of the cooperating agencies entering into the Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, the City of Seattle also seeks to join as a Party in the Agreement, adding the Seattle Police Department (SPD) as a Member Agency, subject to all the terms and conditions of the Agreement and its subsequent modifications; and

WHEREAS, paragraph 8 of the Agreement provides for modification, so long as the modification is approved, in writing, by all parties to the Agreement;

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties that the Agreement shall be modified as follows:

II. ADDITION OF A PARTY TO THE AGREEMENT

The Seattle Police Department (SPD) shall be added as a member agency of the Independent Force Investigation Team- King County (IFIT-KC) and shall be included along with other member agencies when collectively referenced as the "Parties" or "Member Agencies" in the Agreement.

The City of Seattle, by signing below, affirms that it has reviewed and agrees to comply with all terms of the Agreement, including written Modifications to the Agreement.

III. MODIFICATION OF THE AGREEMENT

(A) A new subsection (f) will be added to Section II, paragraph 4 of the Agreement:

f. Upon request, IFIT-KC will provide independent investigative services to a member agency that requests assistance under this Agreement for the purpose of investigating any incident involving use of deadly force by a member agency officer against or upon a person who is in-custody, as defined by RCW 43.102.010, in a jail operated by a member agency. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, the requirements of RCW 70.48.510, and the purposes of this Agreement.

(B) Section II, paragraph 4 (b) of the agreement shall be modified as follows:

IFIT-KC will only provide independent investigative services required by RCW 10.114.011 to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.

(C) Section II paragraph 4 (d) of the agreement shall be modified as follows:

Member agencies acknowledge that some member agencies may be required to provide limited access outside the immediate crime scene to an independent oversight agency/committee. An involved agency is responsible for communicating expectations with their oversight agency, which includes restricting access to the crime scene prior to IFIT-KC arrival. Once control of the incident scene is transferred over to IFIT-KC, the incident control, security, and access into the crime scene will be managed consistently with the IFIT-KC protocols.

(D) No other terms of the Agreement, excepted as stated herein, are modified.

Consistent with the Agreement, this modification may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

This Second Modification to the Agreement shall become effective on the date it is signed by the City of Seattle and one more member agency, and it shall become effective for a subsequently signing member on the date it is signed by the member.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Modification as of the latest day and year written below.

CITY OF BELLEVUE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF DUVALL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF CLYDE HILL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MEDINA

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SNOQUALMIE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

WASHINGTON STATE PATROL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

KING COUNTY SHERIFFS OFFICE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

UNIVERSITY OF WASHINGTON

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LAKE FOREST PARK

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

Eastside Transportation Partnership Agreement

Parties to Agreement

City of Bellevue
 City of Bothell
 City of Issaquah
 City of Kenmore
 City of Kirkland
 City of Mercer Island
 City of Newcastle
 City of Redmond
 City of Renton
 City of Sammamish
 City of Woodinville
 King County
 Small Cities
 Town of Beaux Arts Village
 City of Clyde Hill
 Town of Hunts Point
 City of Medina
 Town of Yarrow Point
 Snoqualmie Valley Cities
 City of Carnation
 City of Duvall
 City of North Bend
 City of Snoqualmie

Transmitted to parties for approval and signature _____.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as “Bellevue”; the CITY OF BOTHELL, hereafter known as “Bothell”; the CITY OF ISSAQUAH, hereafter known as “Issaquah”; the CITY OF KENMORE, hereafter known as “Kenmore”; the CITY OF KIRKLAND, hereafter known as “Kirkland”; THE CITY OF MERCER ISLAND, hereafter known as “Mercer Island”; the CITY OF NEWCASTLE, hereafter known as “Newcastle”; the CITY OF REDMOND, hereafter known as “Redmond”; the CITY OF RENTON, hereafter known as “Renton”; the CITY OF SAMMAMISH, hereafter known as “Sammamish”; the CITY OF WOODINVILLE, hereafter known as “Woodinville”; KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as “Beaux Arts”; the CITY OF CLYDE HILL, hereafter known as “Clyde Hill”; the TOWN OF HUNTS POINT, hereafter known as “Hunts Point”; the CITY OF MEDINA, hereafter known as “Medina”; the TOWN OF YARROW POINT, hereafter known as “Yarrow Point”; the CITY OF CARNATION, hereafter known as “Carnation”; the CITY OF DUVAL, hereafter known as “Duvall”; the CITY OF NORTH BEND, hereafter known as “North Bend”; the CITY OF SNOQUALMIE, hereafter known as “Snoqualmie”; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights, or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
3. Recommendations to Sound Transit on policies, capital and service plans, and implementation.
4. Recommendations to King County on Metro Transit planning, development, and implementation of products and services.
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. Recommendations to the State Legislature and state committees and commissions established by the Legislature on transportation policy, budgets, priorities, legislative proposals, and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
9. Letters of support for transportation projects.

1.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs, and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects, such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
3. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

Full Voting Members	Number of Representatives/Votes
Bellevue	2
Bothell	2
Issaquah	2
Kenmore	2
Kirkland	2
Mercer Island	2
Newcastle	2
Redmond	2
Renton	2
Sammamish	2
Woodinville	2
Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point	2 (shared)
Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3
Limited Voting Members	Number of Representatives/Votes
Snohomish County	1

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) or co-chairs shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas, and rooms; collecting, administering, and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s) or co-chairs; attending Partnership meetings; and preparing Partnership meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether annual dues of \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

6.2 Yearly Dues: The Lead Agency may bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.3 Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2027, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2028 and ending no later than December 31, 2029.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue By: _____ Date: _____	City of Bothell By: _____ Date: _____	City of Issaquah By: _____ Date: _____
City of Kenmore By: _____ Date: _____	City of Kirkland By: _____ Date: _____	City of Mercer Island By: _____ Date: _____
City of Newcastle By: _____ Date: _____	City of Redmond By: _____ Date: _____	City of Renton By: _____ Date: _____
City of Sammamish By: _____ Date: _____	City of Woodinville By: _____ Date: _____	King County By: _____ Date: _____
Town of Beaux Arts Village By: _____ Date: _____	City of Clyde Hill By: _____ Date: _____	Town of Hunts Point By: _____ Date: _____
City of Medina By: _____ Date: _____	Town of Yarrow Point By: _____ Date: _____	City of Carnation By: _____ Date: _____
City of Duvall By: _____ Date: _____	City of North Bend By: _____ Date: _____	City of Snoqualmie By: _____ Date: _____



MEDINA, WASHINGTON

AGENDA BILL

Monday, December 8, 2025

Subject: Critical Areas Update

Category: Public Hearings

Staff Contact(s): Jennifer S. Robertson, City Attorney and Steve Wilcox, Development Services Director

Summary:

Background

Under GMA requirements cities and counties in Washington State are required to update their Critical Areas Ordinances every 10 years. Medina has been working on an update to Medina Municipal Code Chapter 16.50 – Critical Areas.

On Tuesday November 18, 2025 at their regular meeting, Planning Commission completed the mandated Critical Areas Ordinance Update and now have a recommended draft ordinance for the Council to consider.

On December 8th the City Council will hold a public hearing on the draft code update. The Council is not being asked to vote on the approval of the CAO Update draft ordinance on December 8, 2025. The Council is asked to review, discuss, and to direct staff to forward the CAO Update draft ordinance as recommended by the Planning Commission to the Washington State Department of Commerce for their 60-day review, and to begin SEPA.

Following return of the reviewed Department of Commerce Medina CAO Update, the Council will then be asked to vote approval of the new ordinance.

These proposed Ordinances meet and support Council's priorities 2, 3, 4 and 5.

Council Priorities:

1. Financial Stability and Accountability
2. **Quality Infrastructure**
3. **Efficient and Effective Government**
4. **Public Safety and Health**
5. **Neighborhood Character and Community Building**

Attachment(s)

Exhibit 1: CAO Update Draft as Recommended by the Planning Commission

Exhibit 2: Public Comment Matrix.

Exhibit 3: DFW Letter of Support for Stream Buffer Width Amendments Dated 10/14/25

Budget/Fiscal Impact: None

Recommendation: Hold a public hearing, discuss the critical areas code update and provide input to staff regarding the draft, including directing staff to initiate the SEPA process and to send the code to the Department of Commerce to begin the 60-day review.

City Manager Approval:



Proposed Council Motion:

MOTION: "I move to direct staff to send the draft Critical Areas code to the Department of Commerce for review and to initiate the SEPA process."

Time Estimate: 45 minutes

Title 16 - UNIFIED DEVELOPMENT CODE
SUBTITLE 16.5. ENVIRONMENT

16.12.180. - “E” definitions.

Ecosystem function or function means the products, physical and biological conditions, and environmental qualities of an ecosystem that result from interactions among ecosystem processes and ecosystem structures. Ecosystem functions include, but are not limited to, sequestered carbon, attenuated peak streamflows, aquifer water level, reduced pollutant concentrations in surface and ground waters, cool summer in-stream water temperatures, and fish and wildlife habitats.

Ecosystem values or value means the cultural, social, economic, and ecological benefits attributed to ecosystem functions.

16.12.180. - “F” definitions.

Fish habitat means habitat, which is used by fish life at any life stage at any time of the year including potential habitat likely to be used by fish life, which could reasonably be recovered by restoration or management and includes off-channel habitat.

16.12.180. - “M” definitions.

Mitigation In-kind refers to replacing the same type of habitat or ecological function that was impacted (e.g., restoring riparian vegetation if riparian vegetation was removed).

Mitigation Out-of-kind refers to replacing a different type of habitat or function (e.g., creating off-channel habitat instead of restoring riparian vegetation).

16.12.180. - “N” definitions.

No net loss means the actions taken to achieve and ensure no overall reduction in existing ecosystem functions and values or the natural systems constituting the protected critical areas. This may involve fully offsetting any unavoidable impacts to critical area functions and values pursuant to the Growth Management Act, WAC 365-196-830 ‘Protection of critical areas,’ or as amended.

Noxious weed means any plant species that has been designated as a noxious weed by the Washington State Noxious Weed Control Board under Chapter 17.10 RCW or the King County Noxious Weed Control Program. This definition includes Class A, B, and C noxious weeds as listed in the most current official state or county noxious weed lists, as amended.

16.12.180. - “P” definitions.

Priority habitats means a habitat type with unique or significant value to many species. An area identified and mapped as priority habitat has one or more of the following attributes: comparatively high fish and wildlife density, comparatively high fish and wildlife species diversity, important fish and wildlife breeding habitat, important fish and wildlife seasonal ranges, important fish and wildlife movement corridors, limited availability, high vulnerability to habitat alteration, and unique or dependent species.

Priority species means fish and wildlife species requiring protective measures and/or management actions to ensure their survival. A species identified and mapped as a priority species fit one or more of the following criteria: State-listed candidate species, vulnerable aggregations, and Species of recreational, commercial, and/or Tribal importance.

Title 16 - UNIFIED DEVELOPMENT CODE
SUBTITLE 16.5. ENVIRONMENT

16.12.180. - "Q" definitions.

Qualified professional means a person with experience and training in the applicable critical area. A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology, geology, or related field, and two years of related work experience.

- ~~1. A qualified professional for streams and fish and wildlife habitat conservation areas or wetlands must have a degree in biology or related field and relevant professional experience.~~
- ~~2. A qualified professional for a geologic hazard must be a professional engineer or geologist, licensed in the State of Washington.~~

1. Streams, wetlands, and fish and wildlife habitat conservation areas – For wetlands, a qualified wetland professional is a person with professional wetland experience who meets all of the following:

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

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

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

A person certified as a Professional Wetland Scientist (PWS) through the Society of Wetland Scientists professional certification program meets the above criteria.

2. Geologically hazardous areas – A qualified professional for geotechnical reports and assessments must be licensed in the State of Washington as a professional engineer (PE) with geotechnical expertise, a licensed geologist (LG), a licensed engineering geologist (LEG), or a licensed hydrogeologist (LHG) as defined under RCW 18.220.010.

Title 16 - UNIFIED DEVELOPMENT CODE
SUBTITLE 16.5. ENVIRONMENT

CHAPTER 16.72. - QUASI-JUDICIAL APPROVALS

16.72.060. Reasonable use exception.

- A. *Purpose.* The purpose for a reasonable use exception is to permit development of a site only when application of Chapter 16.50 MMC (Critical Areas) would deny all reasonable uses of a site.
- B. *Applicant.* Any owner may submit an application for a reasonable use exception.
- C. *Procedures.* Reasonable use exceptions are processed as a Type 3 decision pursuant to the review procedures set forth in Chapter 16.80 MMC.
- D. *Applicability.* This section shall apply where applying the critical areas regulations set forth in Chapter 16.50 MMC would deny all reasonable use of the subject property.
- E. *Additional application submittal requirements.* In addition to the submittal requirements set forth in MMC 16.80.070, the applicant shall provide the following with a reasonable use exception application:
 - 1. Critical area report consistent with the requirements of MMC 16.50.070;
 - 2. Mitigation plan consistent with the requirements in Chapter 16.50 MMC, if necessary;
 - 3. Applications/approvals from other agencies, as applicable;
 - 4. Special studies prepared to support the reasonable use exception; and
 - 5. SEPA documents.
- F. *Criteria for approval.* The decision authority may approve a reasonable use exception only if the criteria set forth in MMC 16.50.050.A.1.a-e are satisfied.
- G. *Conditions of approval.* The decision authority may attach reasonable conditions as necessary to safeguard the public health, general welfare and safety.

(Code 1988 § 20.72.060; Ord. No. 900 § 5 (Att. B), 2013)

SUBTITLE 16.5. ENVIRONMENT

CHAPTER 16.50. CRITICAL AREAS

16.50.010. Purpose.

- A. The purpose of this chapter is to designate and classify ecologically critical areas, to protect these areas and their functions and values, and to supplement the development regulations contained in the Medina Municipal Code by providing for additional controls required by the Growth Management Act.

- B. Within the city, known critical areas include wetlands, geologically hazardous areas, and fish and wildlife habitat conservation areas. The city recognizes that critical areas provide a variety of valuable and beneficial biological and physical functions that benefit the city and its residents, and/or may pose a threat to human safety or to public and private property. The standards and mechanisms established in this chapter are intended to protect critical areas while providing property owners with reasonable use of their property.
- C. This chapter seeks to:
1. Protect the public health, safety and welfare by minimizing adverse impacts of development;
 2. To protect property owners from injury, property damage or financial losses due to erosion, landslides, steep slope failures, seismic events, volcanic eruptions, or flooding;
 3. Protect unique, fragile, and valuable elements of the environment, including ground and surface waters, wetlands, and fish and wildlife and their habitats through application of best available science, as determined according to WAC 365-195-900 through 365-195-925, and in consultation with state and federal agencies and other qualified professionals;
 4. Prevent adverse cumulative impacts to water quality, wetlands, streams, fish and wildlife and their potential habitats;
 5. Direct activities not dependent on critical area resources to less ecologically sensitive sites and mitigate unavoidable impacts to critical areas by regulating alterations in and adjacent to critical areas;
 6. Alert appraisers, assessors, owners and potential buyers or lessees to the development limitations of environmentally sensitive areas; and
 7. Implement the goals, policies, guidelines and requirements of the State Environmental Policy Act, the Growth Management Act, Chapter 43.21C RCW, the Medina comprehensive plan, and all city functional plans and policies.

(Code 1988 § 20.50.010; Ord. No. 924 § 3 (Att. B), 2015)

16.50.020. General provisions.

- A. This chapter is not intended to repeal, abrogate or impair any existing regulations. Should a regulation in this chapter conflict with other regulations, the conflict shall be resolved consistent with MMC 16.10.030 and in favor of the provision which provides the most protection environmentally to the critical areas unless specifically provided otherwise in this chapter or such provision conflicts with federal or state laws or regulations.
- B. This chapter shall apply as an overlay and in addition to zoning and other regulations adopted by the city, except within the shoreline jurisdiction. Where critical areas are located within the shoreline jurisdiction, Chapter 16.67 MMC shall apply in lieu of this chapter.
- C. Compliance with the provisions of this chapter does not constitute compliance with other federal, state, and local regulations and permit requirements that may be required.
- D. Consistent with MMC 16.10.020, the provisions of this chapter set forth the minimum requirements in their interpretation and application and shall be liberally construed to serve the purposes set forth in MMC 16.50.010. If other chapters in this code conflict or are inconsistent with this chapter 16.50, then this chapter shall prevail.
- E. These critical area regulations shall apply concurrently with review conducted under the State Environmental Policy Act (SEPA).

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(Supp. No. 8)

- F. Any individual critical area adjoined by another type of critical area shall have the buffer and the requirements applied that provide the most protection to the critical areas involved. Where any existing regulation, easement, covenant, or deed restriction conflicts with this chapter, the provisions of that which provides the most protection to the critical areas shall apply.
- G. Interpretations of this chapter shall be done in accordance with MMC 16.10.050.
- H. Approval of a permit or development proposal pursuant to the provisions of this title does not discharge the obligation of the applicant or property owner to comply with the provisions of this title.

(Code 1988 § 20.50.020; Ord. No. 924 § 3 (Att. B), 2015)

16.50.030. Applicability.

- A. This chapter shall apply to all areas outside of the shoreline jurisdiction within the municipal boundaries of the city which contain critical areas and their buffers as defined in this chapter.
- B. These provisions apply to projects undertaken by either private or public entities.
- C. All development permits, including but not limited to building, grading, drainage, short plats, lot line adjustments, variances, conditional and special uses, and demolition, shall be reviewed pursuant to the provisions of this chapter.
- D. Variances to the provisions in this chapter shall not be granted, except as provided for in MMC 16.50.050.

(Code 1988 § 20.50.030; Ord. No. 924 § 3 (Att. B), 2015)

16.50.035 Guidance documents adopted by reference; Director authority.

A. The following documents are referenced in this Subtitle 16.50 MMC and are hereby adopted by reference and incorporated herein:

1. 1987 Corps of Engineers Wetland Delineation Manual by the U.S. Army Corps of Engineers (USACE);
2. 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0);
3. Washington Department of Ecology Wetland Rating System for Western Washington: 2014 Update, Version 2.0 (Hruby and Yahnke 2023) (Ecology Publication No. 23-06-009);
4. Department of Fish and Wildlife Water Crossing Design Guidelines, May 2013;
5. National Marine Fisheries Service Anadromous Salmonid Passage Facility Design, February 2008; or
6. Guidelines for Salmonid Passage at Stream Crossings in Oregon, Washington, and Idaho (June 2022); and
7. Invasive or noxious species listed by the Washington State Noxious Weed Control Board or the King County Noxious Weed Control.
8. The Washington Department of Fish and Wildlife's Priority Habitats and Species management recommendation publications

B. The Director shall have the authority to adopt updated versions of the documents adopted in this section by publishing links to the updates onto the city website and placing these updated documents on file with the clerk's office. In such case, the updated documents shall apply.

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(Supp. No. 8)

16.50.040. Exemptions, existing structures, ~~trams~~ and limited exemptions.

- A. *Critical areas exemptions.* The following developments, activities and associated uses shall be exempt from the requirements of this chapter; provided, that they are otherwise consistent with the provisions of other local, state, and federal laws and requirements:
1. Emergency actions necessary to prevent an immediate threat to public health, safety or welfare, or that pose an immediate risk of damage to private property and that require action in a time frame too short to allow compliance with this chapter, provided:
 - a. Immediately after the emergency action is completed, the owner shall notify the city of these actions within 14 days; and
 - b. The owner shall fully restore and/or mitigate any impacts to critical areas and buffers in accordance with an approved critical area report and mitigation plan.
 - c. Emergency actions shall use reasonable methods to address the emergency with the least possible impact on the critical area. Emergency response measures shall not include the construction of new permanent structures where none previously existed. In instances where the Director determines that a new protective structure constitutes an appropriate response to the emergency, such structure shall either be removed upon abatement of the emergency condition or shall be subject to the acquisition of all permits that would have been required in the absence of an emergency. The Director shall determine if the action taken was within the scope of the emergency actions allowed in this subsection.
 2. Operation, maintenance, remodel or repair of existing structures and facilities, provided there is no further intrusion into a critical area or its buffer and there is no significant increase in risk to life or property as a result of the action.
 3. Passive recreation, education, and scientific research activities that do not degrade critical areas or buffers, such as fishing, hiking and bird watching, not including trail building or clearing.
 4. Minor site investigative work necessary for land use submittals, such as surveys, soil logs, percolation tests, and other related activities, where:
 - a. Such activities do not require construction of new roads or significant amounts of excavation; and
 - b. The disruption to the critical areas and buffers shall be minimized and the disturbed areas immediately restored.
 5. Construction or modification of navigational aids and boundary markers.
- B. *Existing structures.*
1. Existing structures that are legally established may be maintained, repaired and remodeled provided there is no further intrusion into a critical area or its buffer.
 2. All new construction must conform to the requirements of this chapter except as provided for single-family residences in subsection (C)(1) of this section and in compliance with the provisions of Chapter 16.36 MMC Nonconformity.
 3. Structures damaged or destroyed due to disaster (including nonconforming structures) may be rebuilt in like kind in accordance with Chapter 16.36 MMC and provided there is no net loss of critical area functions. Reconstruction of structures that have been abandoned for more than 12 consecutive months, or where the previous structure has been demolished, shall comply with current code requirements.

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(Supp. No. 8)

- C. *Limited critical areas exemptions.* The following developments, activities, and associated uses shall not be required to follow a critical areas review process; provided, that they are consistent with the requirements of this chapter. The city may condition approval of such to ensure adequate critical areas protection:
1. Existing single-family residences may be expanded, reconstructed, or replaced, provided all of the following are met:
 - a. The existing single-family residence may expand vertically to add upper stories;
 - b. Expansion within a critical area buffer is limited to 500 square feet of footprint beyond the existing footprint;
 - c. The expansion extends no closer to critical area than the existing setback;
 - d. The proposal preserves the functions and values of wetlands, fish and wildlife habitat conservation areas, and their buffers;
 - e. The proposal includes ~~on-site mitigation to offset any impacts~~ mitigation, which may be located on-site or off-site, as determined appropriate by the City, and is sufficient to fully offset to critical areas and their buffers, consistent with best available science and in accordance with MMC 16.50.60(C) mitigation sequencing;
 - f. The proposal will not significantly affect drainage capabilities, flood potential, and steep slopes and landslide hazards on neighboring properties; and
 - g. The expansion would not cause a tree within a buffer to be labeled as a hazardous tree and thus require the removal of the hazardous tree;
 2. Replacement, modification, installation or construction of streets and utilities in existing developed utility easements, improved city street rights-of-way, or developed private streets. Utilities include water, sewer lines, and stormwater and franchise (private) utilities such as natural gas lines, telecommunication lines, cable communication lines, electrical lines and other appurtenances associated with these utilities. The activity cannot further permanently alter or increase the impact to, or encroach further within, a critical area or buffer and must utilize best management practices;
 3. Public and private nonmotorized trails. Public and private pedestrian trails, provided:
 - a. ~~An alternatives analysis demonstrates there is no practicable alternative that would avoid the critical area or its buffer, or that would place the trail farther from the critical area while still meeting the essential purpose of the trail. There is no practicable alternative that would allow placement of the trail outside of critical areas or their buffers;~~
 - b. ~~The trail surface shall meet all other requirements including water quality standards be pervious or elevated (e.g., boardwalk) where feasible, meet applicable water quality standards, and be designed to minimize grading, vegetation removal, and soil compaction;~~
 - c. Trails proposed in stream or wetland buffers shall be located in the outer 25 percent of the buffer area, except when bridges or access points are proposed and no practicable alternative exists;
 - d. Stream and wetland buffer widths shall be increased, where possible, equal to the width of the trail corridor, including disturbed areas, or an equivalent area of degraded buffer within the same buffer segment shall be enhanced to maintain no net loss of buffer function;
 - e. Trail corridors in critical areas and buffers shall not exceed five six feet in width, except that up to eight feet may be approved to meet ADA accessibility or multi-use safety needs, as demonstrated in the alternatives analysis; and

- f. Trails proposed to be located in landslide or erosion hazard areas shall be constructed in a manner that does not increase the risk of landslide or erosion and in accordance with an approved geotechnical report and shall incorporate measures to avoid directing drainage toward the hazard area;
 - g. Trail location, design, and construction shall minimize impacts and disturbances to the extent practicable, be informed by the most current WDFW Priority Habitats and Species data, and incorporate applicable management recommendations;
 - h. Lighting, fencing, and signage shall be wildlife-friendly, minimize disturbance, and be located only where necessary for safety or resource protection; and
 - i. Areas of temporary disturbance shall be restored promptly following the completion of the disturbance. Restoration shall include replanting with native vegetation appropriate to the site.
4. Select vegetation removal activities. The following limited vegetation removal activities are allowed in critical areas and buffers. Otherwise, removal of any vegetation or woody debris from a critical area shall be prohibited unless the action is part of an approved alteration.
 - a. The removal of ~~the following~~ vegetation consisting of invasive or noxious species listed by the Washington State Noxious Weed Control Board or the King County Noxious Weed Control Program with hand labor and/or light equipment; provided, that the appropriate erosion-control measures are used; herbicide application, where necessary, is limited to Washington State Department of Ecology-approved aquatic herbicides and adjuvants; hazardous substances are avoided; soil disturbance and compaction are minimized; and all disturbed areas are promptly replanted with native vegetation consistent with MMC 16.50.060(D)(7)(d). ~~and the area is replanted with native vegetation:~~
 - i. ~~Invasive weeds;~~
 - ii. ~~Himalayan blackberry (Rubus discolor, R. procerus);~~
 - iii. ~~Evergreen blackberry (R. laciniatus);~~
 - iv. ~~Ivy (Hedera spp.); and~~
 - ~~v. Holly (Ilex spp.), laurel, Japanese knotweed (Polygonum cuspidatum), or any other species on the King County Noxious Weed List.~~ b. The cutting and removal of trees that are hazardous, posing a threat to public safety, or posing an imminent risk of damage to private property, from critical areas and buffers; provided, that:
 - i. The applicant submits a report from a qualified professional (e.g., certified arborist or professional forester) that documents the hazard as specified in Chapter 16.52 MMC and provides a replanting schedule for replacement trees;
 - ii. Tree cutting shall be limited to limb and crown thinning, unless otherwise justified by a qualified professional. Where limb or crown thinning is not sufficient to address the hazard, trees should be topped to remove the hazard rather than cut at or near the base of the tree, and the method of removal shall avoid adverse impacts to riparian ecosystem functions to the maximum extent practicable;
 - iii. All native vegetation cut (tree stems, branches, tops, etc.) shall be left within the critical area or buffer unless removal is warranted due to the potential for disease transmittal to other healthy vegetation or the remaining material would threaten the survival of existing native vegetation. However, no cut material shall be left on a steep slope or landslide

hazard area without the approval of a qualified professional. Retained material should be placed to avoid obstructing hydrologic flows or causing bank instability;

- iv. Trees shall be cut to leave standing snags when doing so allows the hazard of the tree to be eliminated, unless removal is necessary to address public safety or property damage risks;
 - v. The landowner shall replace any native trees that are felled ~~or topped~~ with new trees at ratios specified in Chapter 16.52 MMC within one year in accordance with an approved restoration plan prepared by a qualified professional. Tree species that are native and indigenous to the site shall be used;
 - vi. If a tree to be removed provides critical habitat, such as an eagle perch, a qualified wildlife biologist shall be consulted to determine timing and methods for removal that will minimize impacts; ~~and~~
 - vii. Hazard trees determined to pose an imminent threat or danger to public health or safety, or to public or private property, or serious environmental degradation may be removed or topped by the landowner prior to receiving written approval from city; provided, that within 14 days following such action, the landowner shall submit a restoration plan that demonstrates compliance with the provisions of this title; ~~and~~
 - viii. Removal activities shall avoid and minimize damage to remaining trees and vegetation within the critical area or its associated buffer, limit equipment use to hand tools or low-impact machinery where feasible, and implement soil protection measures to minimize disturbance and compaction.
- c. Trimming of vegetation for purposes of providing view corridors will be allowed; provided:
 - i. It is consistent with Chapters 14.08 and 16.52 MMC and that trimming shall be limited to view corridors of 20 feet in width or less;
 - ii. The limbs involved do not exceed three inches in diameter;
 - iii. Not more than 25 percent of the live crown is removed;
 - iv. Benefits to fish and wildlife habitat are not reduced;
 - v. Trimming is limited to hand pruning of branches and vegetation; and
 - vi. Trimming does not include felling, topping, stripping, excessive pruning or removal of trees.
 - d. Measures to control a fire or halt the spread of disease or damaging insects consistent with the State Forest Practices Act, Chapter 76.09 RCW; provided, that the removed vegetation shall be replaced in-kind or with similar native species within one year in accordance with an approved restoration plan prepared by a qualified professional; and
5. Conservation, preservation, restoration and/or enhancement.
- a. Conservation and/or preservation of soil, water, vegetation, fish and/or other wildlife that does not entail alteration of the location, size, dimensions or functions of an existing critical area and/or buffer; and
 - b. Restoration and/or enhancement of critical areas or buffers; provided, that actions do not alter the location, dimensions or size of the critical area and/or buffer; that actions do not alter or disturb existing native vegetation or wildlife habitat attributes; that actions improve and do not reduce the existing functions of the critical areas or buffers; and that actions are implemented according to a restoration and/or enhancement plan that has been approved by the city.

(Code 1988 § 20.50.040; Ord. No. 958 § 2, 2018; Ord. No. 924 § 3 (Att. B), 2015)

16.50.050. Relief from critical areas regulations.

A. Reasonable Use Exception

1. If strict application of this chapter would deny all reasonable use of the subject property, the owner may apply for a reasonable use exception pursuant to MMC 16.72.060.
 - a. The proposed use is the minimum necessary to allow reasonable use of the property and there is no feasible alternative with less impact to critical areas;
 - b. The inability of the applicant to derive reasonable economic use of the property is not the result of actions by the applicant or a predecessor in interest after the effective date of this regulation;
 - c. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site;
 - d. The proposal will result in no net loss of critical area functions and values consistent with the best available science; and
 - e. The proposal is consistent with other applicable regulations and standards.

B. Public Agency Utility Exemption

1. If application of this chapter would prohibit a development proposal by a public agency or public utility, the agency or utility may apply for an exception from the requirements of this chapter pursuant to MMC 16.72.070.
2. The agency or utility must prepare a study requesting the exemption and submit it to the Director and must incorporate other required documents such as land use or building construction permit applications, critical areas studies, and SEPA documents.
3. The Director is responsible for reviewing studies and applications and makes the final decision to approve, approve with conditions, or deny the exemption based on the following criteria:
 - a. There is no other practical alternative to the proposed development with less impact on the critical areas;
 - b. The application of the critical area regulations would unreasonably restrict the ability to provide utility services to the public;
 - c. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site;
 - d. The proposal attempts to protect and mitigate impacts to the critical area functions and values consistent with the best available science; and
 - e. The proposal is consistent with other applicable regulations and standards.
4. This exemption may not allow the use of the following critical areas for regional retention/detention facilities except where there is a clear demonstration the facility is required to protect public health and safety or to repair damaged natural resources including:
 - a. Category I or II wetlands or their buffers with Federal or State threatened or endangered plant species; and

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(Supp. No. 8)

- b. Category I or II wetlands or their buffers which provide critical or outstanding actual habitat for the following unless the applicant clearly demonstrates that there would be no adverse impact on critical or outstanding actual habitat for:
 - i. Species listed as endangered or threatened by the Federal or State government;
 - ii. Washington Department of Fish and Wildlife priority species;
 - iii. Herons;
 - iv. Raptors;
 - v. Salmonids and salmon habitat.

(Code 1988 § 20.50.050; Ord. No. 924 § 3 (Att. B), 2015)

16.50.060. General requirements.

A. *Avoid impacts to critical areas.*

1. The applicant shall avoid all impacts that degrade the functions and values of a critical area(s) and/or buffer(s) or do not result in an acceptable level of risk for a steep slope hazard area and/or its buffer.
2. Unless otherwise provided for in this chapter:
 - a. If alteration to fish and wildlife habitat conservation areas, wetlands and/or their buffers is proposed, impacts resulting from a development proposal or alteration shall be mitigated in accordance with the mitigation sequencing set forth in subsection (C) of this section and an approved critical area report and any applicable SEPA documents; or
 - b. A development proposal or alteration within a geologically hazardous area and/or its buffer must comply with a geotechnical report approved by the city that assesses the risk to health and safety, and makes recommendations for reducing the risk to acceptable levels through engineering, design, and/or construction practices.

B. *Mitigation.*

1. Mitigation shall be in-kind and on site, where feasible, and sufficient to maintain critical areas and/or buffer functions and values, and to prevent risk from hazards posed by a critical area.
2. Mitigation shall not be implemented until after the city approves the applicable critical area report and mitigation plan. Following city approval, mitigation shall be implemented in accordance with the provisions of the approved critical area report and mitigation plan.

C. *Mitigation sequencing.*

1. Applicants must demonstrate that all reasonable efforts have been examined with the intent to avoid or minimize impacts to critical areas and buffers.
2. When an alteration to a critical area and/or buffer is proposed, such alteration shall follow the mitigation sequencing set forth as follows:
 - a. For fish and wildlife habitat conservation areas, wetlands and/or their buffers, avoiding the impact altogether by not taking a certain action or parts of an action;
 - b. For geological hazards, minimizing or eliminating the hazard by restoring or stabilizing the hazard area through engineered or other methods;
 - c. Minimizing impacts by limiting the degree or magnitude of the action by using appropriate technology, or by taking affirmative steps to avoid or reduce the impact;
 - d. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;

- e. Reducing or eliminating the impacts over time by preservation and/or maintenance operations;
 - f. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and
 - g. Monitoring the impact and the compensation projects and taking appropriate corrective measures.
- D. *Mitigation plan requirements.* Where mitigation is required, the applicant shall submit, and obtain approval from the city, a mitigation plan as part of, or in addition to, the critical area report. The mitigation plan shall include the following information:
1. A description of existing critical areas and/or buffers conditions, functions, and values, and a description of the anticipated impacts;
 2. A description of proposed mitigating actions and mitigation site selection criteria;
 3. A description of the goals and objectives of proposed mitigation relating to impacts to the functions and values of the critical area(s) and/or buffer(s);
 4. A review of the best available science supporting proposed mitigation, a description of the plan/report author's experience to date in restoring or creating the type of critical area proposed, and an analysis of the likelihood of success of the mitigation project;
 5. A description of specific measurable criteria for evaluating whether or not the goals and objectives of the mitigation plan have been successfully attained and whether or not the requirements of these critical area regulations have been met;
 6. Detailed construction plans including site diagrams, cross-sectional drawings, topographic elevations at one- or two-foot contours, slope percentage, final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome;
 7. Construction plans should also include specifications and descriptions of:
 - a. Proposed construction sequence, timing, and duration;
 - b. Grading and excavation details;
 - c. Erosion and sediment control features;
 - d. A planting plan consisting of native species appropriate to the site and eco-region, sourced from plant stock grown under local conditions where available, to increase survival and resilience to climate stressors. The planting plan shall specify specifying plant species, quantities, locations, size, spacing, and density, with density standards as follows:
 - i. *Forested conditions.*
 - (A) *Trees:* Nine feet on center, or 0.012 trees per square foot (this assumes two- to five-gallon size) with at least 50 percent conifers;
 - (B) *Shrubs:* Six feet on center, or 0.028 shrubs per square foot (this assumes one- to two-gallon size); and
 - (C) *Herbs and groundcovers:* Four feet on center, or 0.063 plants per square foot (this assumes ten-inch plug or four-inch pot).
 - ii. *Shrub conditions.*
 - (A) *Shrubs:* Five feet on center, or 0.04 shrubs per square foot (this assumes one- to two-gallon size); and

- (B) *Herbs and groundcovers*: Four feet on center, or 0.063 plants per square foot (this assumes ten-inch plug or four-inch pot).
- iii. *Emergent, herbaceous and/or groundcover conditions*.
- (A) *Herbs and groundcovers*: One foot on center, or one plant per square foot (this assumes ten-inch plug or four-inch pot); or
- (B) *Herbs and groundcovers*: Eighteen inches on center, or 0.444 plants per square foot if supplemented by overseeding of native herbs, emergent or graminoids as appropriate;
- e. Measures to protect and maintain plants until established;
8. A maintenance and monitoring program containing, but not limited to, the following:
- a. The methods of assuring the property owner is informed about the mitigation locations, maintenance, monitoring period and closure, and financial guarantee release requirements.
- b. An outline of the schedule for site monitoring;
- c. Performance standards including, but not limited to, 100 percent survival of newly planted vegetation within the first two years of planting, and 80 percent for years three or more;
- d. Contingency plans identifying courses of action and any corrective measures to be taken if monitoring or evaluation indicates performance standards have not been met; and
- e. The period of time necessary to establish that performance standards have been met, shall be based on critical area type and vegetation community, and shall not be less than five years for all critical area mitigation sites. Extended monitoring periods may be required by the City when site-specific conditions, mitigation complexity, or best available science indicate a longer period is necessary to ensure successful establishment and persistence of functions and values. Monitoring shall be the responsibility of the applicant and conducted by a qualified professional, with reports submitted to the City in accordance with the approved mitigation plan. ~~not to be less than three years;~~
9. The mitigation plan shall include financial guarantees to ensure that the mitigation plan is fully implemented. Financial guarantees ensuring fulfillment of the compensation project, monitoring program, and any contingency measures shall be posted in accordance with subsection (G) of this section;
10. Other information determined necessary by the Director.
- E. *Determination process*. The Director shall make a determination as to whether the proposed activity and mitigation, if any, are consistent with the provisions of these critical areas regulations. The Director's determination shall be based on the following:
1. Any alteration to a critical area and/or critical area buffer, unless otherwise provided for in these critical area regulations, shall be reviewed and approved, approved with conditions, or denied based on the proposal's ability to comply with all of the following criteria:
- a. The proposal will result in no net loss of functions and values of the critical area(s) and/or buffer(s) in accordance with the mitigation sequencing prescribed in subsection (C) of this section;
- b. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site;

- c. The proposal is consistent with the general purposes of these critical area regulations and the public interest;
 - d. Any impacts permitted to the critical area and/or buffers are mitigated in accordance with subsections (B), (C) and (D) of this section;
 - e. The proposal protects critical area and/or buffer functions and values consistent with the best available science; and
 - f. The proposal is consistent with other applicable regulations and standards.
 - 2. The city may condition the proposed activity as necessary to mitigate impacts to critical areas and/or buffers and to conform to the standards required by these critical area regulations.
 - 3. Except as provided for by these critical area regulations, any project that cannot adequately mitigate its impacts to critical areas and/or buffers shall be denied.
 - 4. The city may require critical area or geotechnical reports to have an evaluation by an independent qualified professional at the applicant's expense when determined to be necessary to the review of the proposed activity.
- F. *NGPAs in development proposals.* Native growth protection areas (NGPAs) shall be used in development proposals for subdivisions and short subdivisions in accordance with the following:
- 1. NGPAs shall delineate and protect those contiguous critical areas and buffers listed below:
 - a. All landslide hazard areas and buffers, except when a development proposal is approved in a landslide hazard area and/or buffer per a geotechnical report;
 - b. All wetlands and buffers;
 - c. All fish and wildlife habitat conservation areas; and
 - d. All other lands to be protected from impacts as conditioned by project approval;
 - 2. NGPAs shall be recorded on all documents of title of record for all affected lots;
 - 3. NGPAs shall be designated on the face of the plat or recorded drawing in a format approved by the city and include the following restrictions:
 - a. Native vegetation shall be preserved within the NGPA for the purpose of preventing harm to property and the environment; and
 - b. The city has the right to enforce NGPA restrictions.
- G. *Performance securities.* The city may require the applicant of a development proposal to post a cash performance bond or other acceptable security in a form and amount determined sufficient to guarantee satisfactory workmanship, materials and performance of structures and improvements allowed or required by application of this chapter. The city shall release the security upon determining that all structures and improvements have been satisfactorily completed. If all such structures and improvements are not completed to the satisfaction of the city within the time period set forth in the security (or 12 months from posting if no other time period is stated), the city may take all measures which the city, in its sole discretion, deems reasonable and recover all costs of such measures from the security, including all consulting fees and all attorney's fees incurred.

(Code 1988 § 20.50.060; Ord. No. 924 § 3 (Att. B), 2015)

16.50.070. Critical areas report.

- A. If fish and wildlife habitat conservation areas, wetlands, steep slopes and/or their buffers may be affected by a proposed activity, the applicant shall submit a critical area report meeting the following requirements:
1. Prepared by a qualified professional;
 2. Incorporate best available science in the analysis of critical area data and field reconnaissance and reference the source of science used; and
 3. Evaluate the proposal and all probable impacts to critical areas in accordance with the provisions of these critical area regulations.
- B. At a minimum the report shall include the following information:
1. The applicant's name and contact information, a project description, project location, and identification of the permit requested;
 2. A site plan showing:
 - a. The development proposal with dimensions and any identified critical areas and buffers within 200 feet of the proposed project; and
 - b. Limits of any areas to be cleared;
 3. The date the report was prepared;
 4. The names and qualifications of the persons preparing the report and documentation of any fieldwork performed on the site;
 5. Identification and characterization of all noncritical areas and critical areas and their buffers within, and adjacent to, the proposed project area. This information shall include, but is not limited to:
 - a. Size or acreage, if applicable;
 - b. Applicable topographic, vegetative, faunal, soil, substrate and hydrologic characteristics; and
 - c. Relationship to other nearby critical areas;
 6. An assessment of the probable direct, indirect, and cumulative impacts to critical areas resulting from the proposed development, including short-term and long-term impacts to critical area functions and values within and adjacent to the site;
 7. An analysis of site development alternatives;
 8. A description of reasonable efforts made to apply mitigation sequencing pursuant to MMC 16.50.060(C) to avoid or compensate for impacts to critical area and buffer functions and values;
 9. Plans for mitigation in accordance with MMC 16.50.060(B), (C) and (D); and
 10. Any additional information required for the critical area as specified in this chapter.
- C. The applicant may consult with the Director prior to or during preparation of the critical area report to obtain city approval of modifications to the required contents of the report where, in the judgment of a qualified professional, more or less information is required to adequately address the potential critical area impacts and required mitigation.
- D. The Director may require additional information to be included in the critical area report and may also require the critical area report to include an evaluation by the Department of Ecology or an independent

qualified expert when determined to be necessary to the review of the proposed activity in accordance with these critical area regulations.

(Code 1988 § 20.50.070; Ord. No. 924 § 3 (Att. B), 2015)

16.50.080. Wetlands.

A. Designation.

1. Wetlands are those areas designated in accordance with WAC 173-22-035, including the 1987 Corps of Engineers Wetland Delineation Manual by the U.S. Army Corps of Engineers (USACE) and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0).~~, the approved federal wetland delineation manual and applicable regional supplements set forth in WAC 173-22-035.~~
2. All areas within the city that meet the wetland designation criteria in the manual, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of these critical area regulations.

- B. *Wetland ratings.* Wetlands shall be rated according to the Washington Department of Ecology Wetland Rating System for Western Washington: 2014 Update, Version 2.0 (Hruby and Yahnke 2023) (Ecology Publication No. 23-06-009) ~~14-06-029~~, or as revised and approved by Ecology. These documents contain the definitions and methods for determining if the criteria below are met.

C. Wetland rating categories.

1. Wetlands shall be classified and described consistent with the categories and definitions contained in the Washington Department of Ecology Wetland Rating System for Western Washington: 2014 Update, Version 2.0 (Hruby and Yahnke 2023), Ecology Publication No. 23-06-009. ~~The following table provides a summary of the categories of wetlands and the criteria for their categorization:~~

~~Table 16.50.080(C): Wetland Categories~~

Category	Criteria for Designation
Category I	• Represent a unique or rare wetland type;
	• Are more sensitive to disturbance than most wetlands;
	• Are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or
	• Provide a high level of functions.
Category II	• Are not defined as Category I wetlands;
	• Are difficult, though not impossible, to replace;
	• Provide high levels of some functions.
Category III	• Do not satisfy Category I or II criteria;
	• Can often be adequately replaced with a well-planned mitigation project;
	• Provide moderate levels of functions.
Category IV	• Do not satisfy Category I, II or III criteria;
	• Can often be adequately replaced and improved upon with a well-planned mitigation project;

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

	<ul style="list-style-type: none"> • Provide the lowest levels of functions; • Often are heavily disturbed.
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2. Date of wetland rating. Wetland rating categories shall be applied as the wetland exists on the date of adoption of the rating system by the city, as the wetland naturally changes thereafter, or as the wetland changes in accordance with permitted activities.
3. Wetland rating categories shall not change due to illegal modifications made by the property owner or with the property owner's knowledge.

D. *Mapping.*

1. The approximate location and extent of known wetlands are identified in the City of Medina critical areas inventory. This inventory is to only be used as a guide for the city, project applicants, and/or property owners, and may be continuously updated as new critical areas are identified. The inventory is only a reference and does not provide a final critical area designation.
2. The exact location of a wetland's boundary shall be determined through the performance of a field investigation by a qualified professional applying approved federal wetland delineation manual and applicable regional supplements, as revised, as required by RCW 36.70A.175.

E. *Wetlands—Development standards.*

1. Activities and uses shall be prohibited within wetland and wetland buffer areas, except as provided for in this title.
2. The following table establishes wetland buffer widths:

Table 16.50.080(E): Wetland Buffer Widths

Wetland Category	Standard Buffer Width (ft) without minimization measures/habitat corridor	Mitigated Buffer Width (ft) with minimization measures/habitat corridor
Category I		
Bogs and Wetlands of High Conservation Value	250	190
Habitat score 8-9	300	225
Habitat score 6-7	150	110
Habitat score 3-5	100	75
Category II		
Habitat score 8-9	300	225
Habitat score 6-7	150	110
Habitat score 3-5	100	75
Category III		
Habitat score 8-9	300	225

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

Wetland Category	Standard Buffer Width (ft) without minimization measures/habitat corridor	Mitigated Buffer Width (ft) with minimization measures/habitat corridor
Habitat score 6-7	150	110
Habitat score 3-5	80	60
Category IV		
All types	50	40

3. Wetland buffers shall be vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with noxious weeds that do not perform needed functions, the buffer shall either be planted to create the appropriate native plant community per standards and requirements of MMC 19.40.180 or be widened to ensure that the buffer provides adequate functions to protect the wetland.
4. Impact minimization measures in the following table are required for developments proposing to use the mitigated buffer widths (righthand column) in the previous table. The applicant shall implement as many measures as practical and applicable in Table 16.50.080(F).
5. The width of a wetland buffer shall be determined by the wetland category designated in subsection (A) of this section and the corresponding habitat scoring of the wetland set forth in Table 16.50.080(E).
6. Measurement of wetland buffers shall be from the outer edges of the wetland boundaries as determined through the performance of a field investigation by a qualified professional applying the wetlands identification and delineation pursuant to subsection (A) of this section and as surveyed in the field.
7. Buffers may exclude areas that are functionally and effectively disconnected from the wetland by an existing public or private road or legally established development, as determined by the Director. Functionally and effectively disconnected means that the road or other significant development blocks the protective measures provided by a buffer. Significant developments shall include built public infrastructure such as roads and railroads, and private developments such as homes or commercial structures. The Director shall evaluate whether the interruption will affect the entirety of the buffer. Individual structures may not fully interrupt buffer function. In such cases, the allowable buffer exclusion should be limited in scope to just the portion of the buffer that is affected. Where questions exist regarding whether a development functionally disconnects the buffer, or the extent of that impact, the Director may require a critical area report to analyze and document the buffer functionality.
8. For wetlands that score six points or more for habitat function, use of the mitigated buffers widths is allowed if a habitat corridor is provided consistent with the following criteria:
 - a. A relatively undisturbed, vegetated corridor at least 100 feet wide is protected between the wetland and:
 - i. A legally protected, relatively undisturbed and vegetated area (e.g., Priority Habitats, compensatory mitigation sites, wildlife areas/refuges, national, county, and state parks

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

- where they have management plans with identified areas designated as Natural, Natural Forest, or Natural Area Preserve), or
- ii. An area that is the site of a Watershed Project identified within, and fully consistent with, a Watershed Plan as defined by RCW 89-08-460, or
 - iii. An area where development is prohibited according to the provisions of the local shoreline master program, or
 - iv. An area with equivalent habitat quality that has conservation status in perpetuity, in consultation with WDFW.
9. The corridor is permanently protected for the entire distance between the wetland and the shoreline or legally protected area by a conservation easement, deed restriction, or other legal site protection mechanisms.
 10. Presence or absence of the shoreline or Priority Habitat must be confirmed by a qualified professional or shoreline Administrator
 11. The Impact Minimization Measures are implemented, as applicable, to minimize the impacts of the adjacent land uses.
 12. If a habitat corridor is not present, mitigated buffer widths shall be allowed through demonstrated use of applicable measures listed in the Impact Minimization Measures table and the presence or absence of a potential habitat corridor must be determined by a qualified professional.
 13. If an applicant does not apply the minimization measures or does not provide a protected corridor when one is available, then the standard buffers shall be used.
- F. Wetland Impact Minimization Measures

Table 16.50.080(F) Wetland Impact Minimization Measures

Example of disturbance	Activities and uses that cause disturbances	Examples of measures to minimize impacts
Lights	<ul style="list-style-type: none"> Parking lots Commercial/Industrial Recreation (e.g., athletic fields) Residential Agricultural buildings 	<ul style="list-style-type: none"> Direct lights away from wetland Only use lighting where necessary for public safety and keep lights off when not needed Use motion-activated lights Use full cut-off filters to cover light bulbs and direct light only where needed Limit use of blue-white colored lights in favor of red-amber hues Use lower-intensity LED lighting Dim light to the lowest acceptable intensity
Noise	<ul style="list-style-type: none"> Commercial/Industrial Recreation (e.g., athletic fields, bleachers, etc.) Residential Agriculture 	<ul style="list-style-type: none"> Locate activity that generates noise away from wetland Construct a fence to reduce noise impacts on adjacent wetland and buffer Plant a strip of dense shrub vegetation adjacent to wetland buffer

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

Example of disturbance	Activities and uses that cause disturbances	Examples of measures to minimize impacts
Toxic runoff	<ul style="list-style-type: none"> • Parking lots • Roads • Commercial/Industrial • Residential areas • Landscaping • Agriculture 	<ul style="list-style-type: none"> • Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered • Establish covenants limiting use of pesticides within 150 feet of wetland • Apply integrated pest management
Stormwater runoff	<ul style="list-style-type: none"> • Parking lots • Roads • Commercial/Industrial • Residential areas • Recreation • Landscaping/lawns • Other impermeable surfaces, compacted soil, etc. 	<ul style="list-style-type: none"> • Retrofit stormwater detention and treatment for roads and existing adjacent development • Prevent channelized flow or sheet flow from lawns that directly enter the buffer • Infiltrate or treat, detain, and disperse new runoff from impervious surfaces and lawns
Pets and human disturbance	<ul style="list-style-type: none"> • Residential areas • Recreation 	<ul style="list-style-type: none"> • Use privacy fencing • Plant dense native vegetation to delineate buffer edge and to discourage disturbance • Place wetland and its buffer in a separate tract • Place signs around the wetland buffer every 50 to 200 feet, and for subdivisions place signs at the back of each residential lot • When platting new subdivisions, locate greenbelts, stormwater facilities, and other lower intensity uses adjacent to wetland buffers
Dust	<ul style="list-style-type: none"> • Tilled fields • Roads 	<ul style="list-style-type: none"> • Use best management practices to control dust

F. ~~Wetland buffer reduction.~~ The wetland buffer widths in Table 16.50.080(E) may be reduced by up to a maximum of 25 percent provided:

1. ~~The amount of reduction is based on voluntary employment of incentive-based action measures set forth in subsection (G) of this section;~~
2. ~~A critical areas report prepared by a professional with expertise in wetlands and approved by the city using the best available science determines a smaller area can be adequate to protect the wetland functions and values based on site-specific characteristics;~~
3. ~~The mitigation provided will result in a net improvement of the wetland and buffer functions;~~
4. ~~Any remaining wetland buffer areas on the property not subject to the reduction, but are degraded, are revegetated with native plants; and~~

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

5. A five-year monitoring and maintenance program is provided.

G. *Wetland buffer reduction incentive options.* Table 16.50.080(G) provides incentive options that may be employed to reduce a wetland buffer width as allowed in subsection (F) of this section. Where multiple options for an action are prescribed in the table, only one option under that action may be applied.

Table 16.50.080(G): Wetland Buffer Reduction Incentive Options

Description of Action	Option	Reduction Allowance
Remove impervious surface within wetland buffer area	Remove at least 50 percent of the impervious surface area within the reduced buffer area, provided the total impervious surface area removed is less than 500 square feet	5 percent points
	Remove at least 50 percent of the impervious surface area within the reduced buffer area, provided the total impervious surface area removed is more than 500 square feet	10 percent points
	Remove 100 percent of impervious surface area within the reduced buffer area, provided at least 50 percent of the reduced buffer area presently contains impervious surface	20 percent points
Install biofiltration/infiltration mechanisms	Install bioswales, created and/or enhanced wetlands, or ponds supplemental to existing surface water drainage and water quality requirements	20 percent points
Remove invasive, nonnative vegetation	Remove invasive, nonnative vegetation and continue maintenance during the five-year monitoring program of removing relatively dense stands of invasive, nonnative vegetation from significant portions of the reduced buffer area	10 percent points
Install oil-water separator	If not required by other provisions of the Medina Municipal Code, install oil-water separators for surface water quality control	10 percent points
Replace impervious materials	Replace impervious materials for driveway/road construction with pervious materials	10 percent points
Provide off-site restoration where no on-site restoration is available	Restoration is provided at a 2:1 ratio or greater	10 percent points
	Restoration is provided at a 4:1 ratio or greater	20 percent points

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

Remove toxic materials	Remove significant refuse or sources of toxic material	10-percent points
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- G. Averaging of wetland buffer width. The city may allow the wetland buffer width around the boundaries of the wetland to be averaged provided all of the following criteria are met:
1. The wetland has significant differences in characteristics that affect its habitat functions, such as a wetland with a forested component adjacent to a degraded emergent component or a dual-rated wetland with a Category I area adjacent to a lower-rated area. The proposal results in a net improvement of wetland, habitat and buffer function;
 2. The proposal includes revegetation of the averaged buffer using native plants, if needed. The buffer is increased adjacent to the higher-functioning area of habitat or more-sensitive portion of the wetland and decreased adjacent to the lower- functioning or less-sensitive portion as demonstrated by a critical area report from a qualified wetland professional;
 3. The total area contained in the buffer of each wetland on the development proposal site is not decreased. The total area of the buffer after averaging is equal to the area required without averaging;
 4. The wetland buffer width is not reduced by more than 25 percent in any one location. The buffer at its narrowest point is never less than either 75 percent of the required width or 75 feet for Category I and II, 50 feet for Category III, and 25 feet for Category IV, whichever is greater; and
 5. A critical areas report meeting the requirements set forth in MMC 16.50.070 indicates the criteria in this subsection are satisfied.
- I. Increased Wetland Buffer Width. Buffer widths shall be increased by 33 percent as determined by the Director, through review of a critical areas report when a wider buffer is necessary to protect wetland functions and values. This determination shall be supported by appropriate documentation showing that it is reasonably related to protection of the functions and values of the wetland. The documentation shall include but not be limited to the following criteria:
- a. The wetland is used by a state or federally listed plant or animal species. These species would be those listed under WAC 220-610-010, 50 CFR 17-11, 50 CFR 17-12, or other state or federal regulations;
 - b. The wetland has critical habitat; or a priority area for a priority species as defined by WDFW; or Wetlands of High Conservation Value as defined by the Washington Department of Natural Resources' Natural Heritage Program;
 - c. The adjacent land is susceptible to severe erosion, and erosion-control measures will not effectively prevent adverse wetland impacts;
 - d. The adjacent land has minimal vegetative cover; or
 - i. More than 25 percent of the buffer area is covered by nonnative and/or invasive plant species; or
 - ii. Tree and/or shrub vegetation covers less than 25 percent of the buffer area and the wetland buffer has a slope less than 25 percent
 - e. The land has slopes greater than 30 percent.

- J. *Buffers for mitigation shall be consistent.* All mitigation sites shall have buffers consistent with the buffer requirements of this chapter. The buffer for a wetland that is created, restored, or enhanced as compensation for approved wetland alterations shall have the minimum buffer required for the highest wetland category involved.
- K. *Buffer conditions shall be maintained.* The standard buffer widths assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided. Except as otherwise specified or allowed in accordance with these critical area regulations, wetland buffers shall be retained in their natural condition wetland buffers shall be undisturbed as well as retained in their natural condition.
- L. *Temporary markers.* The outer perimeter of the wetland or buffer and the limits of those areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field in such a way as to ensure that no unauthorized intrusion will occur, and inspected by the city prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction, and shall not be removed until permanent signs, if required, are in place pursuant to subsection (M) of this section.
- M. *Permanent signs.*
1. As a condition of any permit or authorization issued pursuant to this chapter, the ~~Director~~ city manager or designee may require the applicant to install permanent signs along the boundary of a wetland or buffer.
 2. Permanent signs shall be made of a metal face and attached to a metal post, or another material of equal durability. The sign shall be worded as follows or with alternative language approved by the city:

Protected Wetland Area
Do Not Disturb.
Contact the City of Medina
Regarding Uses and Restriction
 3. Signs must be posted at an interval of one per lot or every 50 feet, whichever is less, and must be maintained by the property owner in perpetuity.
- N. *Fencing.*
1. The ~~Director~~ city manager or designee may condition any permit or authorization issued pursuant to this chapter to require the applicant to install a permanent fence at the edge of the wetland buffer, when fencing will prevent future impacts to the wetland.
 2. Fencing installed as part of a proposed activity or as required in this subsection shall be designed so as to not interfere with species migration, including fish runs, and shall be constructed in a manner that minimizes impacts to the wetland and associated habitat.
- O. *Additional mitigation measures.* In addition to the requirements set forth in MMC 16.50.060(B), (C) and (D), when mitigation for wetland and/or wetland buffer impacts is required, the following supplementary requirements shall apply:
1. Mitigation for alterations to wetland and/or wetland buffer shall achieve equivalent or greater ecological functions and shall be consistent with the Department of Ecology Guidance on Wetland Mitigation in Washington State (2004, Department of Ecology Publication No. 04-06-013) Wetland Mitigation in Washington State—Part 1: Agency Policies and Guidance (Version 2) (Ecology, USACE, and EPA 2021 Publication number 21-06-003), as revised.

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

2. Wetland or wetland buffer mitigation actions shall not result in a net loss of wetland or buffer area, and shall follow the mitigation sequencing process identified in MMC 16.50.060(C). Compensation shall be provided at a level that replaces lost functions and values through Table MMC 16.50.080(O) or the credit-debit method (Ecology Publication No. 10-06-011). Mitigation shall not result in a net loss of wetland or buffer area except when the lost wetland or buffer area provides minimal functions and the mitigation action(s) results in a net gain in wetland or buffer functions, as determined by a site-specific function assessment using best available science.
3. Mitigation actions shall address and provide equivalent or greater wetland and buffer functions and values compared to wetland and buffer conditions existing prior to the proposed alteration.
4. Mitigation actions shall be in-kind and conducted within the same basin and on the same site as the alteration except when the following apply:
 - a. There are no reasonable on-site opportunities for mitigation or on-site opportunities do not have a high likelihood of success due to development pressures, adjacent land uses, or on-site buffers or connectivity are inadequate;
 - b. Off-site mitigation has a greater likelihood of providing equal or improved wetland functions than the impacted wetland; and
 - c. Off-site locations shall be in the same basin and the same Water Resource Inventory Area (WRIA).
5. Mitigation timing. Where feasible, mitigation projects shall be completed prior to activities that will disturb wetlands. In all other cases, mitigation shall be completed immediately following disturbance and prior to use or occupancy of the activity or development. Construction of mitigation projects shall be timed to reduce impacts to existing wildlife and flora.
6. Mitigation ratios.
 - a. The ratios in the following table shall apply to wetland creation or restoration that is in-kind, on site, the same category, and has a high probability of success. The first number specifies the acreage of replacement wetlands and the second specifies the acreage of wetlands altered.

Table 16.50.080(O): Wetland Mitigation Ratios

Category of Impact Wetland	Creation or Re-establishment	Rehabilitation	Enhancement or Preservation
Category I: based on total score	4:1	8:1	16:1
Category I: Mature Forested	6:1	12:1	24:1
Category II	3:1	6:1	12:1
Category III	2:1	4:1	8:1
Category IV	1.5:1	3:1	6:1

- b. Increased replacement ratio. The Director may increase the ratios under the following circumstances:
 - i. Uncertainty exists as to the probable success of the proposed restoration or creation; or

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

- ii. A significant period of time will elapse between impact and replication of wetland functions; or
 - iii. Proposed mitigation will result in a lower category wetland or reduced functions relative to the wetland being impacted; or
 - iv. The impact was an unauthorized impact.
 - c. Decreased replacement ratio. The Director may decrease these ratios under the following circumstances: if the proposed mitigation actions are conducted in advance of the impact and have been shown to be successful.
 - i. Documentation by a qualified professional demonstrates that the proposed mitigation actions have a very high likelihood of success based on prior experience;
 - ii. Documentation by a qualified professional demonstrates that the proposed actions for compensation will provide functions and values that are significantly greater than the wetland being affected;
 - iii. The proposed actions for compensation are conducted in advance of the impact and are shown to be successful; or
 - iv. In wetlands where several Hydrogeomorphic (HGM)classes are found within one delineated boundary, the areas of the wetlands within each HGM class can be scored and rated separately and the ratios adjusted accordingly, if all of the following apply:
 - a. The wetland does not meet any of the criteria for wetlands with “Special Characteristics” as defined in the rating system;
 - b. The rating and score for the entire wetland is provided along with the scores and ratings for each area with a different HGM class;
 - c. Impacts to the wetland are all within an area that has a different HGM class from the one used to establish the initial category; and
 - d. The proponents provide adequate hydrologic and geomorphic data to establish that the boundary between HGM classes lies at least 50 feet outside of the footprint of the impacts
 - d. Minimum replacement ratio. In all cases, a minimum acreage replacement ratio of one-to-one shall be required.
7. Wetland mitigation banks.
- a. Credits from a certified wetland mitigation bank or in-lieu fee program may be approved for use as compensation for unavoidable impacts to wetlands when:
 - i. For mitigation banks, the bank is certified under Chapter 173-700 WAC;
 - ii. The ~~Director~~ city manager or designee determines that the wetland mitigation bank or in-lieu fee program provides appropriate compensation for the authorized impacts; and
 - iii. The proposed use of credits is consistent with the terms and conditions of the mitigation bank or in-lieu fee program.
 - b. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the bank's certification.

- c. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the bank's certification. In some cases, bank service areas may include portions of more than one WRIA for specific wetland functions.
- 8. Wetland enhancement as mitigation.
 - a. Impacts to wetlands may be mitigated by enhancement of existing significantly degraded wetlands.
 - b. Applicants proposing to enhance wetlands must produce a critical area report that identifies how enhancement will increase the functions of the degraded wetland and how this increase will adequately mitigate for the loss of wetland area and function at the impact site.
 - c. The enhancement acreage shall be pursuant to the ratios in Table 16.50.080(O).

(Code 1988 § 20.50.100; Ord. No. 924 § 3 (Att. B), 2015)

16.50.090. Geologically hazardous areas.

- A. Geologically hazardous areas include those areas susceptible to erosion, sliding, earthquake, or other geologic events. They pose a threat to the health and safety of citizens when incompatible development is sited in areas of significant hazard. Such incompatible development may not only place itself at risk, but also may increase the hazard to surrounding development and use. In the city, areas susceptible to one or more of the following types of hazards shall be designated as a geologically hazardous area:
 - 1. Erosion hazard;
 - 2. Landslide hazard; and
 - 3. Seismic hazard.
- B. Specific hazard areas—Designation.
 - 1. *Erosion hazard areas.* Erosion hazard areas are at least those areas identified by the U.S. Department of Agriculture's Natural Resources Conservation Service as having a "moderate to severe," "severe," or "very severe" rill and inter-rill erosion hazard.
 - 2. *Landslide hazard areas.* Landslide hazard areas are areas potentially subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include areas susceptible because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors. Example of these may include, but are not limited to, the following:
 - a. Areas of historic failures, such as:
 - i. Those areas delineated by the U.S. Department of Agriculture's Natural Resources Conservation Service as having a "severe" limitation for building site development;
 - ii. Areas designated as quaternary slumps, earth-flows, mudflows, lahars, or landslides on maps published by the U.S. Geological Survey or Department of Natural Resources;
 - b. Areas with all three of the following characteristics:
 - i. Slopes steeper than 15 percent; and
 - ii. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and
 - iii. Springs or ground water seepage;

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

- c. Slopes that are parallel or sub-parallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;
 - d. Areas potentially unstable because of rapid stream incision, stream bank erosion, and undercutting by wave action;
 - e. Areas located in a canyon or on an active alluvial fan, presently or potentially subject to inundation by debris flows or catastrophic flooding; and
 - f. Steep slopes, which are any area with a slope of 40 percent or steeper and with a vertical relief of ten or more feet except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten feet of vertical relief.
3. *Seismic hazard areas.* Seismic hazard areas are areas subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction, lateral spreading, or surface faulting. One indicator of potential for future earthquake damage is a record of earthquake damage in the past. Ground shaking is the primary cause of earthquake damage in Washington. The strength of ground shaking is primarily affected by:
- a. The magnitude of an earthquake;
 - b. The distance from the source of an earthquake;
 - c. The type and thickness of geologic materials at the surface; and
 - d. The subsurface geologic structure.

Settlement and soil liquefaction conditions occur in areas underlain by cohesionless, loose, or soft-saturated soils of low density, typically in association with a shallow ground water table.

C. Mapping.

- 1. The approximate location and extent of geologically hazardous areas are shown on the adopted critical area maps. The adopted critical area maps include:
 - a. U.S. Geological Survey landslide hazard, seismic hazard and volcano hazard maps;
 - b. Department of Natural Resources seismic hazard maps for Western Washington;
 - c. Department of Natural Resources slope stability maps;
 - d. Federal Emergency Management Administration flood insurance maps;
 - e. Washington Department of Natural Resources (DNR) Liquefaction Susceptibility Map of King County; and
 - f. Locally adopted maps.
- 2. These maps are to be used as a guide for the city, project applicants and/or property owners, and may be continuously updated as new critical areas are identified. They are a reference and do not provide a final critical area designation.

D. Additional report requirements.

- 1. For development proposed to be located in erosion or landslide hazard areas, the applicant shall submit a geotechnical report prepared by a qualified professional. A steep slope hazard must also meet the requirements for a critical area report set forth in MMC 16.50.070.
- 2. The Director may require a geotechnical report for development proposed in a seismic hazard area.

- E. Where a geotechnical report is required, a geotechnical assessment of the geological hazards including the following site- and proposal-related information shall be included in either the geotechnical report or the critical areas report:
1. Site and construction plans for the proposal showing:
 - a. The type and extent of geologic hazard areas, any other critical areas, and any critical area buffers on, adjacent to, within 200 feet of or that are likely to impact the proposal or be impacted by the proposal;
 - b. Proposed development, including the location of existing and proposed structures, fill, storage of materials, and drainage facilities, with dimensions indicating distances to the geologically hazardous area; and
 - c. The topography, in two-foot contours, of the project area and all hazard areas addressed in the report;
 2. An assessment of the geologic characteristics and engineering properties of the soils, sediments, and/or rock of the project area and potentially affected adjacent properties, and a review of the site history regarding landslides, erosion, and prior grading. Soils analysis shall be accomplished in accordance with accepted taxonomic classification systems in use in the region. The assessment shall include, but not be limited to:
 - a. A description of the surface and subsurface geology, hydrology, soils, and vegetation found in the project area and in all hazard areas addressed in the report;
 - b. A detailed overview of the field investigations, published data and references; data and conclusions from past assessments of the site; and site specific measurements, tests, investigations, or studies that support the identification of geologically hazardous areas; and
 - c. A description of the vulnerability of the site to the relevant geologic hazard;
 3. A geotechnical analysis including a detailed description of the project, its relationship to the geologic hazard(s), and its potential impact upon the hazard area, the subject property and affected adjacent properties;
 4. Recommendations for the minimum no-disturbance buffer and minimum building setback from any geologic hazard based upon the geotechnical analysis. The Director may assign buffer and building setbacks based on this information. For steep slopes, the minimum buffer widths are specified in subsection (I)(2)(a) of this section;
 5. When hazard mitigation is required:
 - a. The mitigation plan shall specifically address how the activity maintains or reduces the pre-existing level of risk to the site and adjacent properties on a long-term basis (equal to or exceeding the projected lifespan of the activity or occupation);
 - b. Proposed mitigation techniques shall be considered to provide long-term hazard reduction only if they do not require regular maintenance or other actions to maintain their function; and
 - c. Mitigation may also be required to avoid any increase in risk above the pre-existing conditions following abandonment of the activity;
 6. Where a valid geotechnical report has been prepared and approved by the city within the last five years for a specific site, and where the proposed land use activity and surrounding site conditions are unchanged, said report may be incorporated into the required critical area or geotechnical report

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

- provided the applicant submits a geotechnical assessment detailing any changed environmental conditions associated with the site; and
7. Additional information determined by the Director to be necessary to the review of the proposed activity and the subject hazard.
- F. In addition to the geotechnical report requirements specified in subsection (E) of this section, a geotechnical or critical area report (as specified in subsection (D) of this section) for an erosion hazard or landslide hazard shall include the following information:
1. A site plan for the proposal showing the following:
 - a. The height of slope, slope gradient, and cross-section of the project area;
 - b. The location of springs, seeps, or other surface expressions of ground water on or within 200 feet of the project area or that have potential to be affected by the proposal; and
 - c. The location and description of surface water runoff.
 2. The geotechnical analysis shall specifically include:
 - a. A description of the extent and type of vegetative cover;
 - b. An estimate of load capacity including surface and ground water conditions, public and private sewage disposal systems, fills and excavations, and all structural development;
 - c. An estimate of slope stability and the effect construction and placement of structures will have on the slope over the estimated life of the structure;
 - d. An estimate of the bluff retreat rate that recognizes and reflects potential catastrophic events such as seismic activity or a 100-year storm event;
 - e. Consideration of the runout hazard of landslide debris and/or the impacts of landslide runout on downslope properties;
 - f. A study of slope stability including an analysis of proposed angles of cut and fills and site grading;
 - g. Recommendations for building limitations, structural foundations, and an estimate of foundation settlement; and
 - h. An analysis of proposed surface and subsurface drainage, and the vulnerability of the site to erosion.
 3. For any development proposal on a site containing an erosion hazard area, an erosion and sediment control plan shall be required.
 4. A drainage plan for the collection, transport, treatment, discharge and/or recycle of water.
 5. Whenever development, including, but not limited to, stairs, pathways, trams and their support structures, retaining walls, and structures, is performed on any erosion, landslide hazard, or steep slope area as defined in this chapter, a mitigation plan shall be prepared.
 - a. The plan shall include the location and methods of drainage, surface water management, locations and methods of erosion control, a vegetation management and/or replanting plan, and/or other means for maintaining long-term soil stability.
 - b. All disturbed areas shall be revegetated by the property owner.
 - c. Revegetation shall include planting of species indigenous to the Northwest, together with a schedule of their maintenance.

6. Monitoring surface waters. If the Director determines that there is a significant risk of damage to downstream receiving waters due to potential erosion from the site, based on the size of the project, the proximity to the receiving waters, or the sensitivity of the receiving waters, the report shall include a plan to monitor the surface water discharge from the site. The monitoring plan shall include a recommended schedule for submitting monitoring reports to the city.
- G. Seismic hazard areas shall require geotechnical reporting consistent with subsection (E) of this section and the following:
1. The site map shall show all known and mapped faults within 200 feet of the project area or that have potential to be affected by the proposal.
 2. The geotechnical analysis shall include a complete discussion of the potential impacts of seismic activity on the site (for example, forces generated and fault displacement).
- H. Geologically hazardous areas—General development standards.
1. Alterations of geologically hazardous areas or associated buffers may only occur for activities that a qualified professional determines:
 - a. Will not increase the threat of the geologic hazard to adjacent properties beyond predevelopment conditions;
 - b. Will not adversely impact other critical areas or their buffers;
 - c. Are designed so that the hazard is eliminated or mitigated to a level equal to or less than predevelopment conditions; and
 - d. Are certified as safe by a qualified engineer or geologist, licensed in the State of Washington.
 2. Essential Public Facilities Prohibited. Essential public facilities shall not be sited within geologically hazardous areas unless there is no other practical alternative.
- I. Geologically hazardous areas—Specific development standards.
1. Alterations of an erosion or landslide hazard area and/or buffer may only occur for activities for which a geotechnical report is submitted and certifies that:
 - a. The development will not increase surface water discharge or sedimentation to adjacent properties beyond predevelopment conditions;
 - b. The development will not decrease slope stability on adjacent properties; and
 - c. Such alterations will not adversely impact other critical areas or their buffers.
 2. A buffer shall be established from all edges of steep slopes as defined in subsection (B)(2)(f) of this section. The size of the buffer shall be determined by the Director to eliminate or minimize the risk of property damage, death or injury resulting from erosion and landslides caused in whole or part by the development, based upon review of and concurrence with a critical area report prepared by a qualified professional.
 - a. Minimum buffer.
 - i. The minimum buffer shall be equal to the height of the slope or 50 feet, whichever is greater.
 - ii. The buffer may be reduced to a minimum of ten feet when a qualified professional demonstrates to the city's satisfaction that the reduction will adequately protect the proposed development, adjacent developments, and uses and the subject critical area.

- iii. The buffer may be increased where the Director determines a larger buffer is necessary to prevent risk of damage to proposed and existing development.
3. Development within erosion or landslide hazard areas and/or their buffers shall be designed to meet the following basic requirements unless it can be demonstrated that an alternative design that deviates from one or more of these standards provides equivalent or greater long-term slope stability while meeting all other provisions of these critical area regulations. The requirement for long-term slope stability shall exclude designs that require periodic maintenance or other actions to maintain their level of function. The basic development design standards are:
 - a. The proposed development shall not decrease the factor of safety for landslide occurrences below the limits of 1.5 for static conditions and 1.2 for dynamic conditions. Analysis of dynamic conditions shall be based on a minimum horizontal acceleration as established by the current version of the International Building Code;
 - b. Structures and improvements shall minimize alterations to the natural contour of the slope and foundations shall be tiered where possible to conform to existing topography;
 - c. Structures and improvements shall be located to preserve the most critical portion of the site and its natural landforms and vegetation;
 - d. The proposed development shall not result in greater risk or a need for increased buffers on neighboring properties;
 - e. The use of retaining walls that allow the maintenance of existing natural slope area is preferred over graded artificial slopes; and
 - f. Development shall be designed to minimize impervious lot coverage.
4. Unless otherwise provided or as part of an approved alteration, removal of vegetation from an erosion or landslide hazard area or related buffer shall be prohibited.
5. Clearing shall be allowed only from May 1st to October 1st of each year; provided, that the city may extend or shorten the dry season on a case-by-case basis depending on actual weather conditions.
6. Utility lines and pipes shall be permitted in erosion and landslide hazard areas only when the applicant demonstrates that no other practical alternative is available. The line or pipe shall be located above ground and properly anchored and/or designed so that it will continue to function in the event of an underlying slide. Stormwater conveyance shall be allowed only through a high-density polyethylene pipe with fuse-welded joints, or similar product that is technically equal or superior.
7. Point discharges from surface water facilities and roof drains onto or upstream from erosion or landslide hazard area shall be prohibited except as follows:
 - a. Conveyed via continuous storm pipe downslope to a point where there are no erosion hazards areas downstream from the discharge;
 - b. Discharged at flow durations matching predeveloped conditions, with adequate energy dissipation, into existing channels that previously conveyed stormwater runoff in the predeveloped state; or
 - c. Dispersed discharge upslope of the steep slope onto a low-gradient undisturbed buffer demonstrated to be adequate to infiltrate all surface and stormwater runoff.
8. The division of land in erosion and landslide hazard areas and associated buffers is subject to the following:

- a. Land that is located wholly within erosion or landslide hazard area or its buffer may not be subdivided. Land that is located partially within erosion or landslide hazard area or its buffer may be divided; provided, that each resulting lot has sufficient buildable area outside of, and will not affect, the erosion or landslide hazard or its buffer.
- b. Access roads and utilities may be permitted within the erosion or landslide hazard area and associated buffers if the city determines that no other feasible alternative exists.
- 9. On-site sewage disposal systems, including drain fields and infiltration drainage systems, shall be prohibited within erosion and landslide hazard areas and related buffers.
- 10. Activities proposed to be located in seismic hazard areas shall meet the standards of subsection (H) of this section.

(Code 1988 § 20.50.200; Ord. No. 924 § 3 (Att. B), 2015)

16.50.100. Fish and wildlife habitat conservation areas.

- A. Fish and wildlife habitat conservation areas are areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. In the City of Medina, fish and wildlife habitat conservation areas include:
 - 1. Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association.
 - a. Federally designated endangered and threatened species are those fish and wildlife species identified by the U.S. Fish and Wildlife Service and the National Marine Fisheries Service that are in danger of extinction or are threatened to become endangered. The U.S. Fish and Wildlife Service and the National Marine Fisheries Service should be consulted as necessary for current listing status.
 - b. State designated endangered, threatened, and sensitive species are those fish and wildlife species native to the State of Washington, identified by the State Department of Fish and Wildlife, that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats. State designated endangered, threatened, and sensitive species are periodically recorded in WAC 220-610-010 ~~232-12-014~~ (state endangered species), and WAC ~~232-12-014~~ 220-200-100 (state threatened and sensitive species). The State Department of Fish and Wildlife maintains the most current listing and should be consulted as necessary for current listing status.
 - 2. State priority habitats and species. Priority habitats and species are considered to be priorities for conservation and management. Priority species require protective measures for their perpetuation due to their population status; sensitivity to habitat alteration; and/or recreational, commercial, or tribal importance. Priority habitats are those habitat types or elements with unique or significant value to a diverse assemblage of species. A priority habitat may consist of a unique vegetation type or dominant plant species, a described successional stage, or a specific structural element. Priority habitats and species are identified by the State Department of Fish and Wildlife.

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

3. Habitats and species of local importance. Habitats and species of local importance are those identified by the city as approved by the Medina city council, including those that possess unusual or unique habitat warranting protection.
4. Naturally occurring ponds under 20 acres. Naturally occurring ponds are those ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds. Naturally occurring ponds do not include ponds deliberately designed and created from dry sites, such as canals, detention facilities, wastewater treatment facilities, farm ponds, temporary construction ponds, and landscape amenities, unless such artificial ponds were intentionally created for mitigation.
5. Waters of the state. In the city, waters of the state include lakes, ponds, streams, inland waters, underground waters, and all other surface waters and watercourses within the jurisdiction of the State of Washington.
6. State natural area preserves and natural resource conservation areas. Natural area preserves and natural resource conservation areas are defined, established, and managed by the State Department of Natural Resources.
7. Land found by the Medina city council to be essential for preserving connections between habitat blocks and open spaces.

B. Water typing. Streams shall be designated in accordance with Table 16.50.100(B):

Table 16.50.100(B): Stream Water Type

Water Typing	Designation Criteria
Type 1 Stream	Segments of streams that are used by fish at any life stage at any time of the year including potential habitat likely to be used by fish life, which could reasonably be recovered by restoration or management and includes off-channel habitat.
Type 2 Stream	Perennial non-fish-habitat streams. Perennial streams do not go dry any time during a year of normal rainfall. However, for the purpose of stream typing, Type 2 streams include the intermittent dry portions of the perennial channel below the uppermost point of perennial flow. If the uppermost point of perennial flow cannot be identified with simple, nontechnical observations, then the point of perennial flow should be determined using the best professional judgment of a qualified professional.
Type 3 Stream	Segments of natural waters that are not classified as Type 1 or 2 streams. These are seasonal, non-fish-bearing streams in which surface flow is not present for a significant portion of a year of normal rainfall and are not located downstream from any Type 2 or higher stream.

C. Mapping.

1. The approximate location and extent of habitat conservation areas are shown on the critical area maps adopted by the city, as most recently updated. The following critical area maps are hereby adopted:
 - a. Department of Fish and Wildlife Priority Habitat and Species Maps;

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

- b. Anadromous and resident salmonid distribution maps contained in the Habitat Limiting Factors Reports published by the Washington Conservation Commission;
 - c. Statewide Washington Integrated Fish Distribution (SWIFD) database;
 - d. The Washington Department of Natural Resources Natural Heritage Program;
 - e. Department of Natural Resources State Natural Area Preserves and Natural Resource Conservation Area Maps; and
 - f. City of Medina official habitat maps.
 2. These maps are to be used as a guide for the city, project applicants, and/or property owners. They are a reference and do not provide a final critical area designation.
- D. Initial fish and wildlife habitat assessment.
1. An applicant proposing development activities and uses located adjacent to or within fish and wildlife habitat conservation areas, which are defined in subsection (A) of this section, may have a written initial fish and wildlife habitat assessment prepared to investigate the presence and extent of regulated site-specific habitat within the project area prior to satisfying the requirements set forth in MMC 16.50.070 (Critical areas report) and this section.
 2. The initial fish and wildlife habitat assessment is a preliminary investigation to determine the presence or absence of site-specific critical fish and wildlife habitat within the project area.
 3. The initial fish and wildlife habitat assessment shall be prepared by a qualified professional and include the following content:
 - a. A description of the project area;
 - b. Information documenting the investigation of the project area;
 - c. Findings based on the investigation stating whether critical fish and wildlife habitat is present or absent within the project area (the presence of critical fish species alone does not constitute a site-specific critical fish and wildlife habitat); and
 - d. Any suggested relevant recommendations or best management practices assuring compliance with this chapter.

The qualified professional may consult with the Director prior to or during the preparation of the assessment to determine if more or less information is necessary.
 4. Results of the initial fish and wildlife assessment.
 - a. If the assessment shows the presence of site-specific critical fish and wildlife habitat within the project area, then the requirements set forth in MMC 16.50.070 and this section shall apply.
 - b. If the assessment shows the absence of site-specific critical fish and wildlife habitat within the project area, then further analysis through the requirements set forth in MMC 16.50.070 and this section shall not be required.
- E. Except where subsection (D)(4)(b) of this section applies, in addition to the critical area report requirements prescribed in MMC 16.50.070, a habitat assessment shall be included. A habitat assessment is an investigation of the project area to evaluate the presence or absence of potential critical fish or wildlife habitat. The habitat assessment shall include the following site- and proposal-related information:

1. Identification of any species of local importance, priority species, or endangered, threatened, sensitive or candidate species that has a primary association with habitat on or adjacent to the project area, and assessment of potential project impacts to the use of the site by the species;
 2. A discussion of any federal, state, or local special management recommendations, including Department of Fish and Wildlife habitat ~~assessment management~~ recommendations that have been developed for species or habitats located on or adjacent to the project area;
 3. A discussion of any ongoing management practices that will protect habitat after the project site has been developed, including any proposed monitoring and maintenance programs;
 4. When appropriate due to the type of habitat or species present or the project area conditions, the Director may also require the habitat ~~assessment management plan~~ to include:
 - a. An evaluation by the State Department of Fish and Wildlife, local Native American Indian tribe, or other qualified expert regarding the applicant's analysis and the effectiveness of any proposed mitigating measures or programs, to include any recommendations as appropriate; and/or
 - b. Detailed surface and subsurface hydrologic features both on and adjacent to the site.
- F. Fish and wildlife habitat conservation areas—General development standards.
1. A habitat conservation area may be altered only if consistent with mitigation sequencing as prescribed in MMC 16.50.060(C) and the proposed alteration of the habitat or the mitigation proposed does not result in a net loss of ecological functions. All new structures and land alterations shall be prohibited within habitat conservation areas, except as allowed in accordance with this chapter.
 2. Whenever activities are proposed in or adjacent to a habitat conservation area, except as outlined in subsection (D) of this section, which state or federally endangered or threatened species have a primary association, such area shall be protected through the application of measures in accordance with a critical area report prepared by a qualified professional and approved by the city, and guidance provided by the appropriate state and/or federal agencies.
 3. All activities, uses, and alterations proposed to be located in or within the established buffers of water bodies used by anadromous fish shall give special consideration to the preservation and enhancement of anadromous fish and fish habitat.
 4. Plant, wildlife, or fish species not indigenous to Western Washington State shall be excluded from habitat conservation areas unless authorized by a state or federal permit or approval.
 5. Mitigation sites shall be located to achieve contiguous wildlife habitat corridors in accordance with a mitigation plan that is part of an approved critical area report to minimize the isolating effects of development on habitat areas, so long as mitigation of aquatic habitat is located within the same aquatic ecosystem as the area disturbed.
 6. The Director shall condition approvals of activities allowed within or adjacent to a habitat conservation area or its buffers consistent with the mitigation sequencing set forth in MMC 16.50.060(C). Conditions may include, but are not limited to, the following:
 - a. Establishment of buffer zones;
 - b. Preservation of critically important vegetation;
 - c. Limitation of public access to the habitat area, including fencing to deter unauthorized access;
 - d. Seasonal restriction of construction activities;
 - e. Establishment of a duration and timetable for periodic review of mitigation activities; and

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

- f. Requirement of a performance bond, when necessary, to ensure completion and success of proposed mitigation.
7. Mitigation of alterations to habitat conservation areas shall achieve equivalent or superior ecological functions, and shall include mitigation for adverse impacts upstream or downstream of the development proposal site as appropriate. Mitigation shall address each function affected by the alteration to achieve functional equivalency or improvement on a per-function basis. Mitigation should occur in the same subdrainage basin as the habitat impacted. Mitigation shall follow the priority sequence outlined in state guidance and WDFW policy:
 - a. On-site, in-kind: mitigation occurs at or near the impact site and replaces the same ecological functions and habitat types that were lost;
 - b. Off-site, in-kind: mitigation occurs at a different location but still replaces the same ecological functions and habitat types that were lost;
 - c. On-site, out-of-kind: mitigation occurs at or near the impact site but replaces different ecological functions or habitat types than those lost;
 - d. Off-site, out-of-kind: mitigation occurs at a different location and replaces different ecological functions or habitat types than those lost.
8. Any approval of alterations or impacts to a habitat conservation area shall be supported by best available science.
9. On-site sewage disposal systems, including drain fields and infiltration drainage systems, shall be prohibited within fish and wildlife habitat conservation areas and related buffers.
- G. Fish and wildlife habitat conservation area—Buffers.
 1. The Director shall require the establishment of buffer areas for activities in, or adjacent to, habitat conservation areas when needed to protect habitat conservation areas.
 - a. Buffers shall consist of an undisturbed area of native vegetation, or areas identified for restoration, established to protect the integrity, functions and values of the affected habitat.
 - b. Required buffer widths shall reflect the sensitivity of the habitat and the type and intensity of human activity proposed to be conducted nearby.
 - c. Setbacks for protection of Lake Washington are provided in MMC 16.63.030 and buffers for protection of Lake Washington tributaries within shoreline jurisdiction are established in MMC 16.67.080.
 2. The following standard buffers for streams located outside of shoreline jurisdiction shall be established, adjacent to streams, measured outward on the horizontal plane from the ordinary high water mark or from the top of bank if the ordinary high water mark cannot be identified:

Table 16.50.100(G)(2): Stream Buffers

Water Type	Standard Buffer Width	Minimum Buffer Width with Enhancement
Type 1 Stream	150feet	50 feet
Type 2 Stream	100feet	37.5 feet
Type 3 Stream	100feet	25 feet

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

3. Reduction of stream buffer widths. The director may allow the standard buffer width to be reduced by up to the listed minimum buffer width in Table 16.50.100(G)(2) provided:
- A critical area report and mitigation plan approved by the city, and the best available science applied on a case-by-case basis, determine that a smaller area is adequate to protect the habitat functions and values based on site-specific characteristics and the proposal will result in a net improvement of stream and buffer functions;
 - A plan for mitigating buffer reduction impacts is prepared using selected incentive-based mitigation options in Table 16.50.100(G)(3);
 - Where a substantial portion of the remaining buffer is degraded, revegetation with native plants in the degraded portions shall be included in the remaining buffer area;
 - A five year monitoring and maintenance plan shall be included;
 - Incentive options may be accumulatively applied to allow a reduction allowance not to exceed 50 percent of the standard buffer width and Table 16.50.100(G)(2); and
 - Where multiple options for an action are prescribed in the Table 16.50.100(G)(3), only one option under that action may be applied.

Table 16.50.100(G)(3): Stream Buffer Reduction Incentive Options

Description of Action	Options	Reduction Allowance
Removal of impervious surface	Reduce impervious surfaces within the to-be remaining buffer area by at least 50 percent	Up to 10 percentage points
	Remove all impervious surface where the to-be remaining buffer is presently more than 50 percent impervious	Up to 20 percentage points
Installation of biofiltration/infiltration mechanisms	Install bioswales, created and/or enhanced wetlands, or ponds supplemental to existing storm drainage and water quality requirements	Up to 20 percentage points
Removal of invasive, non-native vegetation	Remove and employ extended (minimum five-year) monitoring and continued removal maintenance of relatively dense stands of invasive, nonnative vegetation from significant portions of the remaining buffer area	Up to 10 percentage points

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

In-stream habitat enhancement	Placement of log structure, bioengineered bank stabilization, or culvert removal	Up to 20 percentage points
	Improve fish passage and/or creation of side channel or backwater areas	Up to 25 percentage points
Installation of oil-water separators	If not required by other provisions of the Medina Municipal Code, install oil-water separator for stormwater quality control	Up to 10 percentage points
Use of pervious materials	Use pervious materials for driveway/road construction	Up to 10 percentage points
Off-site restoration, if no on-site area is possible	Restoration is provided at a 2:1 ratio or greater	Up to 10 percentage points
	Restoration is provided at a 4:1 ratio or greater	Up to 20 percentage points
Remove toxic material	Remove significant refuse or sources of toxic material	Up to 10 percentage points

4. The buffer widths in the table above assume the buffer is vegetated with a native plant community appropriate for the ecoregion. To be considered fully functioning, a stream buffer must contain:
 - a. An average of 80% native vegetation cover, with no more than 10% noxious weed cover; and
 - b. A native plant community that includes tree, shrub, and groundcover strata in proportions that mimic native forest for the region.
5. If the existing buffer does not meet vegetative buffer standards above, the buffer must be densely planted to create the appropriate native plant community through the implementation of a mitigation plan per MMC 16.50.060.D or be widened by 33 percent to ensure that the buffer provides adequate functions to protect the stream.
6. Averaging of Stream Buffer Widths. The Director may allow the standard stream buffer width to be averaged in accordance with a critical area report if:
 - a. The proposal will result in a net improvement of stream, habitat and buffer function;
 - b. The averaged buffer must meet the vegetative standards described in subsections 4. If the existing buffer does not meet these standards, the buffer must be densely planted to create the appropriate native plant community through the implementation of a mitigation plan per MMC 16.50.060.D;

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(Supp. No. 8)

- c. The total area contained in the buffer of each stream on the development proposal site is not decreased; and
 - d. The standard stream buffer width is not reduced by more than 25 percent in any one location.
- 7. Buffers may exclude areas that are functionally and effectively disconnected from the stream by an existing public or private road or legally established development, as determined by the Director, through review of a critical areas report. Functionally and effectively disconnected means that the road or other significant development blocks the protective measures provided by a buffer. Significant developments shall include built public infrastructure such as roads and railroads, and private developments such as homes or commercial structures. The Director shall evaluate whether the interruption will affect the entirety of the buffer. Individual structures may not fully interrupt buffer function. In such cases, the allowable buffer exclusion should be limited in scope to just the portion of the buffer that is affected. Where questions exist regarding whether a development functionally disconnects the buffer, or the extent of that impact, the Director may require a critical area report to analyze and document the buffer functionality.
- H. Permitted activities in stream buffers. The following specific activities may be permitted within a stream, pond, lake, water of the state, or associated buffers when the activity complies with the provisions set forth in this title, and subject to the following standards:
 - 1. *Clearing and grading.* When clearing and grading is permitted as part of an authorized activity or as otherwise allowed in these standards, the following shall apply:
 - a. Grading is allowed only during the dry season, which is typically regarded as beginning on May 1st and ending on October 1st of each year; provided, that the City of Medina may extend or shorten the dry season on a case-by-case basis, based on actual weather conditions.
 - b. The soil duff layer in ungraded areas shall remain undisturbed to the maximum extent possible. Where feasible, any soil disturbed shall be redistributed to other nonwetland and stream areas of the project site.
 - c. The moisture-holding capacity of the topsoil layer shall be maintained by minimizing soil compaction or reestablishing natural soil structure and infiltrative capacity on all areas of the project area not covered by impervious surfaces.
 - d. Erosion and sediment control shall be provided.
 - 2. *Streambank stabilization.* Streambank stabilization to protect new structures from future channel migration is not permitted except when such stabilization is achieved through bioengineering or soft-armoring techniques in accordance with an approved critical area report.
 - 3. *Roads, trails, bridges, and rights-of-way.* Construction of trails, roadways, and minor road bridging, less than or equal to 30 feet wide, may be permitted in accordance with an approved critical area report subject to the following standards:
 - a. There is no other feasible alternative route with less impact on the environment;
 - b. The crossing minimizes interruption of downstream movement of wood and gravel;
 - c. Mitigation for impacts is provided pursuant to an approved mitigation plan and critical area report;
 - d. Road bridges are designed according to the Department of Fish and Wildlife Water Crossing Design Guidelines, May 2013 or ~~as amended, or the~~ National Marine Fisheries Service Anadromous Salmonid Passage Facility Design, February 2008, or the Guidelines for Salmonid Passage at Stream Crossings in Oregon, Washington, and Idaho (June 2022) ~~or as amended~~; and

Created: 2025-04-21 09:21:30 [EST]

(Supp. No. 8)

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- e. Trails and associated viewing platforms shall not be made of continuous impervious materials.
 - 4. *Utility facilities.* New utility lines and facilities may be permitted to cross watercourses in accordance with an approved critical area report if they comply with the following standards:
 - a. Fish and wildlife habitat areas shall be avoided to the maximum extent feasible;
 - b. Installation shall be accomplished by boring beneath the scour depth and hyporheic zone of the water body and channel migration zone, where feasible;
 - c. The utilities shall cross at an angle greater than 60 degrees to the centerline of the channel in streams or perpendicular to the channel centerline whenever boring under the channel is not feasible;
 - d. Crossings shall be contained within the footprint of an existing road or utility crossing where possible;
 - e. The utility route shall avoid paralleling the stream or following a down-valley course near the channel; and
 - f. The utility installation shall not increase or decrease the natural rate of channel migration.
 - 5. *Stormwater conveyance facilities.* Conveyance structures may be permitted in accordance with an approved critical area report subject to the following standards:
 - a. No other feasible alternatives with less impact exist;
 - b. Mitigation for impacts is provided; and
 - c. Vegetation shall be maintained and, if necessary, added adjacent to all open channels and ponds in order to retard erosion, filter out sediments, and shade the water.
 - I. Signs and fencing.
 - 1. The outer perimeter of the habitat conservation area or buffer and the limits of those areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field in such a way as to ensure that no unauthorized disturbance will occur, and verified by the Director prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction, and shall not be removed until permanent signs, if required, are in place.
 - 2. As a condition of any permit or authorization issued pursuant to this chapter, the Director may require an applicant to install permanent signs along the boundary of a habitat conservation area or buffer. Permanent signs shall be made of a metal face and attached to a metal post, or another material of equal durability. Signs must be posted at an interval of one per lot or every 50 feet, whichever is less, and must be maintained by the property owner in perpetuity. The sign shall be worded as follows or with alternative language approved by the ~~Director~~ city manager or designee:

Habitat Conservation Area
Do Not Disturb
Contact City of Medina Regarding Uses and Restriction
Fencing
 - 3. The ~~Director~~ city manager or designee may condition any permit or authorization issued pursuant to this chapter to require the applicant to install a permanent fence at the edge of the habitat conservation area or buffer, when fencing may prevent future impacts to the habitat conservation area.

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4. Fencing installed as part of a proposed activity or as required in this subsection shall be designed so as to minimize interference with species migration, including fish runs, and shall be constructed in a manner that minimizes habitat impacts.
- J. The subdivision and short subdivision of land in fish and wildlife habitat conservation areas and associated buffers is subject to the following:
1. Land that is located wholly within a habitat conservation area or its buffer may not be subdivided.
 2. Land that is located partially within a habitat conservation area or its buffer may be divided; provided, that an accessible and contiguous portion of each new lot is located outside of the habitat conservation area or its buffer and meets the city's minimum lot size requirements.
 3. Access roads and utilities serving the proposed lots may be permitted within the habitat conservation area and associated buffers only if the city determines that no other feasible alternative exists and when consistent with these critical areas regulations.

(Code 1988 § 20.50.300; Ord. No. 924 § 3 (Att. B), 2015)

City of Medina Public Comment Matrix

DATE	COMMENTS	APPLICABLE CODE SECTION	CONCERN/COMMENT	ADDITIONAL CONTENT - e.g., proposed language from agencies	RESPONSE	CHANGE MADE	ADDITIONAL NOTES
9/26/2025	Andy Crossett		The commenter supports the overall direction of the amended CAO but expresses concern about the presence of certain invasive tree species in critical areas. Specifically, they recommend excluding English holly, black locust, horse chestnut, Norway maple, and similar species due to their tendency to naturalize and outcompete native vegetation.	N/A	There are locations within the code which specify native vegetation preferenc within critical area buffers. Additional language was added to the wetland section MMC 16.50.080.E.3 to specify buffers shall be vegetated with a native plant community appropriate for the ecoregion.	Yes, see BMC 16.50.080.E.3	
9/26/2025	Bruce Hand	16.50.100(G)	Concern about potential impacts of proposed amendments to MMC 16.50.100(G) regarding buffer widths, particularly in relation to their property, which was built in 1960 and lies near a stream designated as a critical area. They note uncertainty caused by a highlighted comment in the draft ("buffer width incomplete and will need to be updated") and seek clarification on whether their property might be affected by future changes. The commenter emphasizes the importance of understanding potential impacts, especially given plans to sell the property within five years.	N/A	This comment was submitted before the proposed stream buffer updates were included in the draft code. Mr. Hand attended the open house, where we demonstrated the different buffer options under consideration. The proposed stream buffer increases will not affect Mr. Hand's property, even under the largest buffer scenario.	No	
10/2/2025	WDFW	16.12.180. Definitions	It is important to include a definition of 'fish habitat' in this section.	Fish Habitat means habitat, which is used by fish life at any life stage at any time of the year including potential habitat likely to be used by fish life, which could reasonably be recovered by restoration or management and includes off-channel habitat, as defined in WAC 220-660-030(52).	Definition has been added	Yes, see BMC 16.12.180	
10/2/2025	WDFW	16.12.180. Definitions.	We suggest including the definition of ecosystem functions as found in WAC 365-196-210 (14), as both ecosystem functions and ecosystem values are mentioned throughout this chapter.	Ecosystem functions are the products, physical and biological conditions, and environmental qualities of an ecosystem that result from interactions among ecosystem processes and ecosystem structures. Ecosystem functions include, but are not limited to, sequestered carbon, attenuated peak streamflow, aquifer water level, reduced pollutant concentrations in surface and ground waters, cool summer in-stream water temperatures, and fish and wildlife habitat functions.	Definition has been added	Yes, see BMC 16.12.180	This was also a Planning Commission comment made on 10/14
10/2/2025	WDFW	16.12.180. Definitions.	Same comment as above	Ecosystem values are the cultural, social, economic, and ecological benefits attributed to ecosystem functions.	Definition has been added	Yes, see BMC 16.12.180	This was also a Planning Commission
10/2/2025	WDFW	16.12.180. Definitions.	We recommend including this definition, as it is referenced throughout this chapter.	No Net Loss of Critical Areas means the actions taken to achieve and ensure no overall reduction in existing ecosystem functions and values or the natural systems constituting the protected critical areas. This may involve fully offsetting any unavoidable impacts to critical area functions and values pursuant to the Growth Management Act, WAC 365-196-830 'Protection of critical areas,' or as amended.	Definition has been added	Yes, see BMC 16.12.180	This was also a Planning Commission comment made on 10/14

10/2/2025	WDFW	16.12.180. Definitions.	We recommend that the adjacent definitions for 'Priority Habitat' and 'Priority Species' be added here, taken from WDFW's Priority Habitats and Species List. Priority habitats and species are two distinct concepts that are represented through WDFW's Priority Habitats and Species Program (PHS).	Priority Habitat means a habitat type with unique or significant value to many species. An area identified and mapped as priority habitat has one or more of the following attributes: comparatively high fish and wildlife density, comparatively high fish and wildlife species diversity, important fish and wildlife breeding habitat, important fish and wildlife seasonal ranges, important fish and wildlife movement corridors, limited availability, high vulnerability to habitat alteration, and unique or dependent species. Priority Species means fish and wildlife species requiring protective measures and/or management actions to ensure their survival. A species identified and mapped as a priority species fit one or more of the following criteria: State-listed candidate species, vulnerable aggregations, and Species of recreational, commercial, and/or Tribal importance.	Definition has been added	Yes, see BMC 16.12.180
10/2/2025	WDFW	16.12.180. Definitions.	According to WDFW's best available science (Riparian Ecosystems, Volume 1), more than 85% of terrestrial wildlife species in Washington depend on riparian areas at some point in their life cycle, making these zones among the most biologically diverse and ecologically important in the state. It is important to distinguish the riparian management zone (RMZ) as a distinct definition here to connect with other sections of this chapter.	Riparian management zone (RMZ) means the area that has the potential to provide full riparian functions. In many forested regions of the state, this area occurs within one 200-year site-potential tree height measured from the edge of the stream channel. In situations where a CMZ is present, this occurs within one site potential tree height measured from the edges of the CMZ. In non-forest zones the RMZ is defined by the greater of the outermost point of the riparian vegetative community or the pollution removal function, at 100-feet (WDFW Vol 2).	Current recommendations for stream protections through classification and buffers was selected after detailed review of BAS and GIS analysis of Site Potential Tree Height (SPTH). The City is incorporating BAS in the proposed stream buffer/riparian increases, vegetative buffer standards, and emphasis on mitigation sequencing.	No
10/2/2025	WDFW	16.50.035 Guidance documents adopted by reference; director authority	We recommend the adjacent addition, as WDFW's PHS information is considered best available science (BAS) under the Growth Management Act (GMA) (WAC 365-190-130(4)(b)). WDFW's PHS publications detail management recommendations for many priority habitats and species. For more information, please visit our website: https://wdfw.wa.gov/species-habitats/at-risk/phs/recommendations#habitats	8. The Washington Department of Fish and Wildlife's Priority Habitats and Species management recommendation publications;	This comment has been included in the draft CAO	Yes, see 16.50.035.A.8
10/2/2025	WDFW	16.50.040. Exemptions, existing structures, and limited exemption	Allowing expansions into critical area buffers is inconsistent with the principles of "no net loss" of ecological functions. Riparian Management Zones (RMZs) or healthy stream buffers are designated with specific widths because the width directly determines their ability to provide ecological functions. Any reduction, even 500 square feet, diminishes those functions and results in measurable ecological loss. In addition, such provisions are difficult to track over time. This erosion of functional buffers undermines the fundamental purpose of establishing buffers in the first place. If we recognize the ecological value of protecting buffers, it is contradictory to then permit incremental encroachments that compromise those very protections. If expansions are proposed within critical areas and their buffers, we recommend the applicant apply through the Reasonable Use Exemption permit.	C. 1. Existing single-family residences may be expanded , reconstructed, or replaced, provided all of the following are met: a. Expansion within a critical area buffer is limited to 500 square feet of footprint beyond the existing footprint;	Any proposed expansion is only allowed over previous disturbed area, does not encroach closer to the critical area than the structure and requires review of a mitigation plan to ensure no net loss of critical area function or values. Reasonable use cannot be utilized for expansion of a structure since one of the review criteria states, " <i>The inability of the applicant to derive reasonable economic use of the property is not the result of actions by the applicant or a predecessor in interest after the effective date of this regulation</i> ".	No

10/2/2025	WDFW	16.50.040. Exemptions, existing structures, and limited exemption	Restricting exemptions to restoration that does not alter the size or dimensions of a critical area or buffer may unintentionally discourage larger-scale restoration projects. In addition, the provision does not exempt restoration activities that involve disturbing existing vegetation, an action that is often necessary to successfully implement certain restoration efforts. Language that may be more conducive to restoration work might include: "Restoration projects not associated with required mitigation for other projects may be allowed within critical areas and buffers, provided that: (a) the project is reviewed and approved by the Director; (b) the project uses best available science and best management practices; and (c) the project results in no net loss of ecological functions and values, with a preference for net ecological gain."	C. 5. Conservation, preservation, restoration and/or enhancement. a. Conservation and/or preservation of soil, water, vegetation, fish and/or other wildlife that does not entail alteration of the location, size, dimensions or functions of an existing critical area and/or buffer; and b. Restoration and/or enhancement of critical areas or buffers; provided, that actions do not alter the location, dimensions or size of the critical area and/or buffer; that actions do not alter or disturb existing native vegetation or wildlife habitat attributes;	This section outlines exemptions from critical area review. Limiting these No exemptions ensures that small-scale restoration efforts are not burdened by unnecessary regulatory requirements, allowing individuals to undertake beneficial ecological work without triggering formal review processes. In contrast, large-scale restoration projects , which involve altering the size, shape, or function of a critical area are addressed under the critical areas subsection. These projects require a critical areas report and a mitigation plan to ensure that ecological functions are maintained or enhanced.
10/2/2025	WDFW	16.50.060. General requirements	We recommend including the following within this section to ensure that avoidance of impacts is adequately assessed: To demonstrate that avoidance has been adequately assessed, the applicant must, at a minimum, address the following consideration where applicable: (A) Alternative building locations on the property; (B) Adjustments to the project footprint and orientation; (C) Modification of non-critical area setbacks, where feasible, as a first option before encroaching into critical areas or their buffers; (D) Multi-story design or alternate building design	A. Avoid impacts to critical areas. 1. The applicant shall avoid all impacts that degrade the functions and values of a critical area(s) and/or buffer(s) or do not result in an acceptable level of risk for a steep slope hazard area and/or its buffer.	The City agrees that avoidance is a critical step in protecting critical areas No and appreciates WDFW's proposed language. The draft CAO already incorporates mitigation sequencing consistent with WAC 365-195-830 and WAC 365-195-915. Specifically: 1. MMC 16.50.060.C.2 outlines the full mitigation sequence, beginning with avoidance, followed by minimization, rectification, reduction, compensation, and monitoring. 2. MMC 16.50.070.B.(7&8) requires applicants to describe "reasonable efforts made to apply mitigation sequencing" in their critical area study. While the code does not list specific avoidance techniques (e.g., alternative building locations, multi-story design), the Director has discretion to require additional information under MMC 16.50.070.D to ensure that avoidance has been adequately considered.
10/2/2025	WDFW	16.50.070. Critical areas report	If not addressed elsewhere in this chapter, we recommend critical area reports include any possible surface water impacts off-site. For example, a project at the top of a slope that substantially increases impervious surfaces could worsen flooding, runoff, and degrade stream conditions for downstream property owners.	B. At a minimum the report shall include the following information: ... 2. A site plan showing: a. The development proposal with dimensions and any identified critical areas and buffers within 200 feet of the proposed project; and	The City believes this is already addressed by MMC 16.50.070.B.6. This No standard requires an assessment of probable direct, indirect and cumulative impacts resulting from the development, including adjacent to the site.

10/2/2025	WDFW	16.50.080. Wetlands	<p>The preference for on-site in-kind mitigation should also be stated within the FWHCAs section. Fish-bearing streams rely on intact ecosystem functions and values, such as shading, large wood recruitment, filtration, and habitat connectivity, precisely where they occur. These functions cannot be replicated elsewhere, as aquatic species depend on them across the watershed for survival and recovery. Off-site or mitigation banking may provide some benefits, but it does not often replace the localized functions critical to maintaining fish populations and overall watershed health. Please review WAC 220-660-080 4. b. for guidance that specifies WDFW's requirements. For more information, please review the document State of Washington Alternative Mitigation Policy Guidance For Aquatic Permitting Requirements from the Departments of Ecology and Fish and Wildlife. This document outlines WDFW's mitigation preferences, including:</p> <p>"WDFW Decision Basis: For those impacts that are determined to be unavoidable, WDFW's existing mitigation policy (M5002 – Requiring or Recommending Mitigation) states that priorities for compensatory mitigation location and type, in the following sequential order of preference, are:</p>	O (4) Mitigation actions shall be in-kind and conducted within the same basin and on the same site as the alteration except when the following apply:	This comment has been included in the draft CAO	Yes, see MMC 16.50.100.F.7
10/2/2025	WDFW	16.50.100. Fish and wildlife habitat	<p>We greatly appreciate the distinct designation of these areas as a type of critical area. If a method for identifying the connections between habitat blocks has not yet been established, the resources below may be helpful:</p> <ul style="list-style-type: none"> - King County's iMap, established bounds for 'Wildlife Habitat Networks.' - Page 72-82 of WDFW's Washington Habitat Connectivity Action Plan and mapping resource. - Integrating Wildlife Habitat Connectivity Into Local Government Planning guidance document. - See the Bellingham wildlife corridor analysis as an example methodology for mapping these corridors at the local level. 	A.(7) Land found by the Medina city council to be essential for preserving connections between habitat blocks and open spaces.	Rather than codifying specific methods for identifying wildlife habitat connectivity in the Critical Areas Ordinance, the City will continue to rely on critical area reports submitted by applicants. These reports are subject to third-party review to ensure accuracy and compliance with best available science. The City appreciates WDFW's guidance and will keep these resources in mind as part of the review process.	No
10/2/2025	WDFW	16.50.100. Fish and wildlife habitat	<p>It is important to designate the Riparian Management Zone (RMZ) as a distinct type of FWHCA. We recommend replacing the term stream buffer throughout this chapter with Riparian Management Zone, consistent with WDFW's BAS and guidance. The term RMZ more accurately reflects the full ecological scope and functions of these areas, including the riparian processes essential to sustaining fish and wildlife populations and supporting overall watershed health. RMZs support five key ecological functions: (1) recruitment of large woody debris to create habitat structure, (2) shading to maintain water temperatures and dissolved oxygen levels, (3) bank integrity and root reinforcement to reduce erosion and maintain habitat quality, (4) filtration of nutrients and sediments in surface and subsurface flows to protect water quality, and (5) supports diverse riparian habitat for fish and wildlife species.</p>	A(8) Riparian Management Zone	Current recommendations for stream protections through classification and buffers was selected after detailed review of BAS and GIS analysis of Site Potential Tree Height (SPTH). The City is incorporating BAS in the proposed stream buffer/riparian increases, vegetative buffer standards, and emphasis on mitigation sequencing.	No

10/2/2025	WDFW	16.50.100. Fish and wildlife habitat conservation areas. Table 16.50.100(B): Stream Water Type	<p>Protections for streams should be defined using the term fish habitat, as defined in the adjacent WAC as, "'Fish habitat" or "habitat that supports fish life" means habitat, which is used by fish life at any life stage at any time of the year including potential habitat likely to be used by fish life, which could reasonably be recovered by restoration or management and includes off-channel habitat."</p> <p>Even if a stream segment currently has a fish passage barrier, that barrier will eventually need to be corrected, as required by state law (WAC 220-660-190) to allow fish passage when the infrastructure is replaced. Classifying such streams to meet fish habitat standards ensures that land uses do not compromise or preclude the recovery of what will become a future fish-bearing stream. Additionally, we recommend reaching out to WDFW's local habitat biologist to perform site visits in the early stages of project proposals when the designation of a stream is in question (WAC 220-101-020). Early collaboration is critical to inform the broader scope of the project. Failing to include WDFW in the early stages may induce hardships on the applicant if the stream is incorrectly designated or the buffer is incorrectly</p> <p>To meet WDFW's current best available science standards and management recommendations (released in 2020), we recommend the utilization of WDFW's Site Potential Tree Height at 200 years (SPTH200) to measure RMZ widths (see WDFW's mapping tool and field delineation guidance). Looking at the mapping tool linked in the previous sentence, Medina should have an RMZ of 100 feet in many locations and an RMZ of 196 feet in others. We encourage the city to plot these RMZ widths (found in our downloadable data) across parcel data. Because Medina has relatively few streams, adhering to these recommendations is unlikely to affect many residents.</p> <p>To stop pollutants from entering streams, RMZs must be 100 feet wide and fully vegetated at a minimum. Meeting RMZ standards is especially critical in highly developed areas like Medina, where elevated levels of impervious surface contribute to increased stormwater runoff and water quality degradation. The importance of addressing water quality concerns is demonstrated by the listing of Fairweather Creek on Ecology's water quality atlas, which outlines a trend of continued degraded biological integrity over time. Several urban jurisdictions have already aligned</p>	<p>Type 1 Stream Segments of streams that are considered fish habitat, as defined by WAC 220-660-030(52), are at least seasonally utilized by fish for spawning, rearing or migration. Stream segments which are fish passable from Lake Washington are presumed to have at least seasonal fish use. Fish passage should be determined using the best professional judgment of a qualified professional.</p> <p>Type 2 Stream Perennial non-fish habitat bearing streams. Perennial streams do not go dry any time during a year of normal rainfall.</p>	This comment has been included in the draft CAO	Yes, see MMC 16.50.100.B
10/2/2025	WDFW	16.50.100. Fish and wildlife habitat conservation areas.	<p>G.(2) Table 16.50.100(G)(2): Stream Buffers Riparian Management Zone Widths</p>	Current recommendations for stream protections through classification and buffers was selected after detailed review of BAS and GIS analysis of Site Potential Tree Height (SPTH). The City is incorporating BAS in the proposed stream buffer/riparian increases, vegetative buffer standards, and emphasis on mitigation sequencing.	No	

10/2/2025	WDFW	16.50.100. Fish and wildlife habitat conservation areas.	<p>WDFW does not recommend buffer averaging for RMZs (stream buffers). To our knowledge, there is no scientific evidence supporting the idea that reducing a riparian buffer in one area while expanding it elsewhere achieves no net loss of ecological functions and values.</p> <p>WDFW's Riparian Ecosystems, Volume 1: Science Synthesis and Management Implications (2020) shows that riparian buffer widths are established on the specific ecological functions they are intended to support, which are directly tied to the width, continuity, and quality of vegetation within the buffer. Any reduction to any part of the RMZ results in a direct loss of habitat functions.</p> <p>However, if averaging is limited to areas that no longer provide ecological function, such as existing pavement, then this provision may be more consistent with no net loss standards. If buffer averaging is retained, we strongly recommend adding a provision that no portion of the buffer may be reduced below 100 feet. Scientific research compiled in WDFW's Best Available Science demonstrates that 100 feet is the minimum width necessary to provide basic functions such as pollution filtration. Allowing buffers narrower than this threshold would compromise water quality protection.</p>	<p>G.(4) Averaging of Stream Buffer Widths. The director may allow the standard stream buffer width to be averaged in accordance with a critical area report if:</p> <ul style="list-style-type: none"> a. The proposal will result in a net improvement of stream, habitat and buffer function; b. The proposal will include revegetation of the averaged buffer using native plants, if needed; c. The total area contained in the buffer of each stream on the development proposal site is not decreased; and d. The standard stream buffer width is not reduced by more than 50 25 percent or to less than 100 25 feet wide, whichever is greater, in any one location. 	<p>BAS documents how buffer functions vary by width and condition. Variation in buffer condition, such as slope, vegetation type/density and adjacent land uses can all impact the level of functions provided. Ecology recommends this option for wetlands. Wetland and stream buffers often overlap and provide similar functions. For consistency, the City is applying buffer averaging allowances to both wetlands and streams.</p>	No
10/6/2025	Mark Nelson	General Comment	<p>My concern is that we accommodate the replacement or refurbishment of existing structures, such as stairs that have existed on these steep slopes before the city was incorporated, be allowed to be rebuilt to provide and maintain safe passage up and down steep slopes. The current codes do not allow structures to be built that are over 30 inches above grade to be rebuilt and are prohibiting property owners safe access up and down those slopes that they have enjoyed since before the city was incorporated, in some case 80 years.</p>		<p>I do not see any standard within the CAO that limits these structures to 30 inches or less. This could be a standard found in the Shoreline Master Program.</p>	No
10/7/2025	Bruce Hand	16.50.100	<p>It is noted in the proposed update to MMC 16.50.080 Wetlands, Section Wetlands – Development standards there has been added subsections which recognize areas "functionally and effectively disconnected from wetlands" by a public or private road may be excluded from buffer areas.</p> <p>Why is there no similar proposed update for addition to MMC 16.50.100 Fish and Wildlife Habitat Conservation Areas?</p>	<p>This change was included in the latest draft</p>	<p>Yes, see MMC 16.50.100.G.7</p>	

10/14/2025	Mark Mowat	16.50.100	<p>First, we appreciate the inclusion of Section 16.50.040.B in the draft ordinance, which confirms that property owners may maintain, repair, and remodel their homes as long as new structures do not extend further into critical area buffers. This language provides needed clarity and reassurance for existing property owners.</p> <p>We strongly urge the City to incorporate a "functionally disconnected buffer" provision into the stream regulations, as proposed for the wetland regulations. There is no basis to include the "functionally disconnected buffer" provision for wetlands and not for streams.</p> <p>a. As currently written, the draft would extend stream buffers through existing homes and onto adjacent lots, where the habitat connection is already disrupted. This is inconsistent with the wetland regulations, which appropriately recognize that buffers should not extend beyond physical barriers such as homes or roads.</p> <p>b. Adding the same provision for streams would ensure fair, science-based, and consistent treatment of critical areas while preventing unnecessary restrictions on properties like ours that are already functionally separated from the stream.</p>	This change was included in the latest draft	Yes, see MMC 16.50.100.G.7	
10/17/2025	Kristen Edelhertz	General Comment	<p>The commenter expresses serious concern about the proposed increases to buffer widths around wetlands, streams, and other critical areas. They support environmental protection but are worried about impacts to property values, development potential, and private property rights, particularly for older homes and smaller lots. They note their home constructed in 1968 may face disproportionate restrictions compared to larger, newer homes closer to the stream. Additional concerns include limitations on tree removal, the cost and accessibility of the reasonable use exception process, and the overall burden placed on individual property owners.</p>	<p>The proposed wetland buffer increases are minimal and, in some cases, buffer widths are decreasing due to updated wetland scoring guidance from the Washington State Department of Ecology. Care has been taken to address nonconforming situations, allowing existing structures to continue and, when certain criteria are met, even expand.</p> <p>Additionally, the draft includes new standards for interrupted buffers for both streams and wetlands, which may allow development to occur on the landward side of a public or private road when ecological connectivity is disrupted.</p> <p>Concerns about tree removal and permit fees are noted; however, these topics fall outside the scope of the Critical Areas Ordinance update.</p> <p>Overall, the City is working to balance environmental protection with the rights of property owners. These discussions will continue with the Planning Commission as the update process moves forward.</p>	No	
10/23/2025	Mark Mowat and McCullough Hill PLLC	MMC 16.50.080.E.6 & MMC 16.50.100.G.7	<p>The commenter, on behalf of a property owner, requests that the City include a "functionally disconnected buffer" exemption in the stream regulations similar to what is proposed for wetlands. They argue that buffers should not extend beyond legally established structures because such structures eliminate buffer functions. The exemption should apply to both roads and structures and, when a buffer interruption affects more than 50% of a lot, it should apply to the entire lot if supported by a critical areas report. The proposed revisions aim to ensure consistency between wetland and stream regulations, protect ecological functions, and avoid rendering lots undevelopable, which could lead to takings claims.</p>	This change was included in the latest draft	Yes, see MMC 16.50.100.G.7	The interrupted buffer standard for streams has been revised to match the interrupted buffer standard for wetlands.

11/10/2025	McCullough Hill PLLC	MMC 16.50.080.E.6 & MMC 16.50.100.G.7	<p>The commentor supports the inclusion of “functionally and effectively disconnected buffer” in stream regulations (MMC 16.50.100.G.7). Requests a presumption that if >50% of a buffer is interrupted, the entire buffer may be excluded—if supported by a site-specific critical areas report based on Best Available Science (BAS). Argues this approach improves certainty, avoids arbitrary decisions, and aligns better with BAS than current draft language.</p>	<p>The City’s intent in using identical language for both stream and wetland buffers is to promote consistency and clarity across critical area types. However, it is important to note that while Ecology recognizes disconnected buffers as an accepted practice for wetlands to allow sensible flexibility, WDFW does not support their use for streams. This distinction is significant and informs our regulatory approach.</p> <p>The proposed provision is intended to create similar standards for both streams and wetlands. The suggested amendment introduces a presumption of full buffer interruption when more than 50% of the buffer is affected, contingent on a critical areas report. While we understand the desire to provide greater certainty for property owners, we are concerned that this presumption may go further than what BAS supports for stream buffers.</p> <p>Additionally, the CAO amendments are intended to establish high-level, citywide standards rather than address site-specific circumstances. Drafting language with individual properties in mind could compromise the broader applicability and scientific integrity of the ordinance. We will continue to evaluate this language to ensure that any buffer exclusions are grounded in site-specific analysis, while also striving to maintain regulatory clarity and fairness.</p>	<p>Yes, additional language has been included to specify this is a directors decision after review of a critical areas report.</p> <p>See MMC 16.50.100.G.7</p>	<p>The interrupted buffer standard for streams has been revised to match the interrupted buffer standard for wetlands. Ecology recognizes interrupted buffer standard as an allowance for sensible flexibility.</p> <p>To ensure consistency across critical areas the language should remain similar to avoid confusion since often these critical area buffers may overlap or provide similar habitat functions.</p>
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State of Washington

Department of Fish and Wildlife, Region 4

Region 4 information: 16018 Mill Creek Blvd, Mill Creek, WA 98012 | phone: (425)-775-1311

October 14, 2025

City of Medina
501 Evergreen Point Rd
Medina, WA 98039

RE: WDFW's comments for Medina's Critical Area Ordinance update, Chapter 16.50

Dear Planning Staff and Commissioners,

My name is Morgan Krueger, and I serve as the Regional Land Use Lead for the Washington Department of Fish and Wildlife (WDFW). My coverage area includes Medina and surrounding jurisdictions. Thank you for the opportunity to comment **in support** of Medina's proposed stream buffer width amendments within Chapter 16.50 of the Critical Areas Ordinance (CAO).

The decisions before you are vital to the long-term health of Medina's waterways and community, as well as the recovery of federally listed salmon populations. Riparian areas—commonly referred to as stream buffers—provide essential ecosystem services such as filtering pollutants, reducing flood risk, and stabilizing streambanks. Protecting these areas is both an environmental responsibility and an investment in public health, safety, and community resilience.

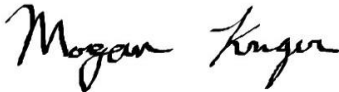
Medina's current water quality challenges are intrinsically linked to the health and management of its riparian corridors. Fairweather Creek is listed on the Department of Ecology's 303(d) list, meaning it is formally identified as impaired under the federal Clean Water Act and does not currently meet basic water quality standards. Strengthening riparian protections is a direct and scientifically supported way to address water quality impairments and improve both ecological and community outcomes.

WDFW's Best Available Science (Volume 1) and management recommendations (Volume 2) demonstrate that a 100-foot buffer is the minimum width necessary to effectively filter pollutants before they reach streams. We appreciate Medina's commitment to incorporating this standard, as well as its inclusion of vegetative requirements that ensure these areas function as intended.

The city's proposed amendments, while not fully consistent with all of WDFW's BAS recommendations, take a proactive step toward improving ecological resilience and water quality.

Thank you for your time and commitment to safeguarding Medina's natural resources.

Sincerely,



Morgan Krueger
Regional Land Use Lead
Washington Department of Fish and Wildlife

CC:

Kara Whittaker, Land Use Conservation and Policy Section Manager (Kara.Whittaker@dfw.wa.gov)

Marian Berejikian, Land Use Conservation and Policy Planner (Marian.Berejikian@dfw.wa.gov)

Marcus Reaves, Regional Habitat Program Manager (Marcus.Reaves@dfw.wa.gov)

Stewart Reinbold, Assistant Regional Habitat Program Manager (Stewart.Reinbold@dfw.wa.gov)

Maria McNaughton, Habitat Biologist (Maria.McNaughton@dfw.wa.gov)

Region 4 Southern District Planning Inbox (R4SPlanning@dfw.wa.gov)

Lexine Long, WA Department of Commerce (Lexine.Long@commerce.wa.gov)



MEDINA, WASHINGTON

AGENDA BILL

Monday December 8th, 2025

Subject: 2025 Budget Amendments

Category: Ordinance/City Council Business

Purpose: To Amend the 2025 Budget, by Adopting the Following Budget Ordinance

Staff Contact(s): Ryan Wagner, Finance & HR Director

Summary

The purpose for recommending 2025 Budget Amendments is to document budget changes that occurred after the 2025 Budget was adopted on November 12, 2024. Except items of an accounting “housekeeping” nature, some of these have been noted in Council’s monthly financial reports throughout the year as they occurred. As per our practice, these changes are gathered under one ordinance for passage towards the end of the budget year. These recommended changes are as follows:

Items Approved by Council

1) City Manager Recruitment - \$52,813.63.

In January of this year, City Manager Burns announced his retirement after over 10 years working for the City of Medina. The City has signed a contract with the recruiting firm GMP Consultants, totaling \$19,500. With advertising, background and travel costs, the total expense was **\$25,156.13**. An additional **\$27,657.50** has been spent through June to our City Attorney’s office for the recruitment process.

2) City Manager Cashout - \$45,962.36

Per Medina policy, found within the Employee Handbook, the City Manager was cashed out on all unused vacation time upon departure. After 10 years of service with the City, the City Manager was also eligible for a cashout of 25% of all accrued sick time up to 180 hours.

Vacation 319.98 Hours - \$31,028.81

Sick 616 Hours (Paid out at 25%) - \$14,933.55

3) Interim City Manager Contract - \$61,555.48

At the first April meeting of 2025, the Council announced an agreement with Exigy Consulting to bring Jeff Swanson on as the interim City Manager. From the period of April 14th - July 20th, Medina operated under the interim City Manager until the conclusion of the recruitment process, in which the Interim title was removed, and Mr. Swanson was hired. Over this time, the city paid Exigy Consulting **\$61, 555.48**.

4) Teamsters CBA Contract - \$22,756.84

The Teamsters collective bargaining agreements for the Clerical and Public Works Unions were approved by the Council during the March 10th meeting. The estimated cost increase over the 2025 budget was \$25K. While the negotiated increase to salary and longevity are set, the “estimate” comes from potential budget impacts to overtime and on call rates. With staff turnover, the actual cost adjustment is **\$22,756.84**. This includes the salary increases, longevity increases, and OT overages for all Teamsters employees.

How will Medina cover these costs?

The proposed amendments above have a combined cost to the 2025 General Fund of \$183,088.31.

To offset these adjustments, the city could utilize two revenue sources that have exceeded budget projections in 2025.

1) Investment Interest Earnings

- a. Through November, revenue has exceeded budget by \$163,760.56.
- b. A conservative projection for 2025, the FFR has started to be cut with back-to-back 25 basis point reduction in September and October. Later than projected for the 2025 budget cycle.

2) Utility and Franchise Fees

- a. Through November, revenue has exceeded budget by \$254,864.89.
- b. With rising utility costs across the board, these revenue line items have been adjusted in 2026 to fall more in line with expected actuals.

Budget Fiscal Impact	
General Fund	
General Fund Revenue	\$183,088.31
Legal Expenditures	\$ (27,657.50)
Executive Expenditures	\$ (132,673.97)
Central Services Expenditures	\$ (7,574.00)
Parks Expenditures	\$ (8,678.51)
Transfer to Street Fund	\$ (4,856.33)
Transfer to Dev Services Fund	\$ (1,648.00)
Street Fund	
Transfer from General Fund	\$ 4,856.33
Street Fund Expenditures	\$ (4,856.33)
Development Services Fund	
Transfer from General Fund	\$ 1,648.00
Dev Services Expenditures	\$ (1,648.00)

Recommendation: Discussion and feedback, to be brought back in December for approval.

City Manager Approval:



Proposed Council Motion: I move to adopt Ordinance 1048, amending the 2025 budget and salary schedule with the approved, listed changes.

Attachments:

Ordinance 1048 – Amending the 2025 Budget and Salary Schedule

Redlined 2025 Updated Salary Schedule (Post Teamsters Union Contract Approval)

Time Estimate: 10 minutes

Ordinance No. 1048**MEDINA CITY COUNCIL**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON,
AMENDING ORDINANCE NO. 1035 TO ADOPT AND IMPLEMENT THE
2025 BUDGET; AND TO ESTABLISH AN EFFECTIVE DATE.**

WHEREAS, the Medina City Council enacted Ordinance 1035 on November 12, 2024 approving the budget for 2025; and

WHEREAS, it is necessary to increase General Fund Expenditures and Resources; and

WHEREAS, it is necessary to increase Capital Fund Expenditures and Resources; and

WHEREAS, it is necessary to increase The Contingency Fund; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 1035 is hereby amended as summarized below:

	General	Street	Tree	Dev Services	Contingency	Capital	Levy Stabilization	Total
	Fund	Fund	Fund	Fund	Fund	Fund	Fund	All Funds
Beginning Fund Balane	\$ 3,286,822.00	\$ 87,763.00	\$ 39,416.00	\$ 723,467.00	\$ 2,000,000.00	\$ 6,273,534.08	\$ 2,400,000.00	\$ 14,811,002.08
								\$ -
Revenues	\$ 8,540,149.50	\$ 118,085.00	\$ 3,075.00	\$ 1,060,500.00	\$ -	\$ 1,535,000.00	\$ -	\$ 11,256,809.50
Transfers In	\$ -	\$ 544,856.33	\$ -	\$ 1,648.00	\$ -	\$ -	\$ 285,000.00	\$ 831,504.33
Total Resources	\$ 8,540,149.50	\$ 662,941.33	\$ 3,075.00	\$ 1,062,148.00	\$ -	\$ 1,535,000.00	\$ 285,000.00	\$ 12,088,313.83
Expenditures	\$ 7,642,385.77	\$ 652,552.89	\$ 30,000.00	\$ 1,210,161.46	\$ -	\$ 750,000.00	\$ -	\$ 10,285,100.11
Transfers Out	\$ 866,504.33	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 966,504.33
Total Uses	\$ 8,508,890.10	\$ 652,552.89	\$ 30,000.00	\$ 1,210,161.46	\$ -	\$ 850,000.00	\$ -	\$ 11,251,604.44
Ending Fund Balances	\$ 3,318,081.40	\$ 98,151.44	\$ 12,491.00	\$ 575,453.54	\$ 2,000,000.00	\$ 6,958,534.08	\$ 2,685,000.00	\$ 15,647,711.47

Section 2. The City Manager is authorized to make any changes necessary to carry out the terms of this ordinance.

Section 3. The effective date of this ordinance shall be (5) days after its publication of a summary of its intent and contents.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 8TH DAY OF DECEMBER 2025 BY A VOTE OF ____ FOR, ____ AGAINST, AND ____ ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 8TH DAY OF December 2025.

Jessica Rossman, Mayor

Approved as to form:
Inslee, Best, Doezie & Ryder, PS

Jennifer S. Robertson, City Attorney

Attest:

Dawn Nations, Acting City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: 1048/ AB

**City of Medina
Ordinance Number 1035
Attachment A**

2025 Salary Schedule

The 2025 salary ranges for full time city employees shall be as follows (see notes in blue):

Exempt Unrepresented Employees:

COLA increase = CPI-W, 3.6%	FTE	Minimum	Midpoint	Maximum
Building Official	1	\$9,128	\$10,272	\$11,412
Planning Manager	1	\$8,862	\$9,973	\$11,080
Public Works Director	1	\$10,213	\$11,488	\$14,042
Development Services Director	1	\$10,213	\$11,488	\$14,042
Finance/HR Director	1	\$10,213	\$11,488	\$12,765
City Clerk	1	\$10,213	\$11,488	\$12,765
Police Chief	1	\$12,580	\$14,152	\$15,722
City Manager	1	\$12,890	\$14,500	\$17,266->\$18,583

Non Exempt Unrepresented Employees:

COLA increase = CPI-W, 3.6%	FTE	Minimum	Midpoint	Maximum
Assistant Finance Director *	1	\$6,778	\$8,134	\$9,525
Police Captain	1	\$10,696	\$12,032	\$13,368

* = position currently filled with part-time employee with salary pro-rated at 0.7 FTE

Collective Bargaining Agreement between City of Medina and City of Medina Patrol Officers:

Police Guild Contract 3.6% COLA Increase	FTE	Step A	Step B	Step C	Step D
Patrol Officer A		\$8,045	\$8,519	\$8,991	\$9,467
Patrol Officer B		\$8,143	\$8,617	\$9,087	\$9,564
Patrol Officer C	2	\$8,331	\$8,805	\$9,278	\$9,751
Patrol Officer D	4	\$8,519	\$8,991	\$9,469	\$9,941
Police Sergeant A	2	\$9,481	\$9,996	\$10,525	\$11,064
Police Sergeant B		\$9,669	\$10,184	\$10,713	\$11,254

Public, Professional and Office-Clerical Employees Union, Local 763
(Representing Public Works Employees):

Teamsters Guild Contract 6% COLA Increase per Approved Contract	FTE	Step A	Step B	Step C	Step D
Maintenance Worker	3	\$6,268->\$6,413	\$6,534->\$6,685	\$6,903->\$7,062	\$7,282->\$7,451
Maintenance Supervisor	1	\$7,626->\$7,803	\$8,050->\$8,236	\$8,481->\$8,677	\$8,934->\$9,141

Public, Professional and Office-Clerical Employees Union, Local 763
(Representing Office-Clerical Employees):

Teamsters Guild Contract 6% COLA Increase per Approved Contract	FTE	Step A	Step B	Step C	Step D
Admin. Assistant-Deputy Clerk	1	\$6,268->\$6,413	\$6,534->\$6,685	\$6,903->\$7,062	\$7,282->\$7,451
Information Systems Coordinator	1	\$6,268->\$6,413	\$6,534->\$6,685	\$6,903->\$7,062	\$7,282->\$7,451
Police Administrative Specialist	0	\$6,268->\$6,413	\$6,534->\$6,685	\$6,903->\$7,062	\$7,282->\$7,451
Development Services Coordinator	1	\$6,396->\$6,544	\$6,589->\$6,741	\$6,937->\$7,097	\$7,303->\$7,471
Deputy Building Official	0	\$6,798->\$6,955	\$7,705->\$7,883	\$8,611->\$8,810	\$9,516->\$9,736
Police Office Manager	1	\$7,626->\$7,803	\$8,050->\$8,236	\$8,481->\$8,677	\$8,934->\$9,141



MEDINA, WASHINGTON

AGENDA BILL

Monday, December 8, 2025

Subject: Vegetation Management Reimbursement Policy

Category: City Business

Staff Contact(s): Jennifer S. Robertson, City Attorney, Randi Shaffer, Assistant City Attorney, and Ryan Osada, Public Works Director

This is the updated ordinance and flow chart per council direction from the November 19th meeting. The draft ordinance was previously distributed for review during the October 27th and November 10th Study Sessions. In addition to the ordinance, illustrative renderings were provided to clarify and establish standards for vegetation management. These standards will be discussed further and incorporated into the overall Vegetation Management Policy at a later date.

This proposed Ordinance meets and supports Council's priorities 1, 3, 4 & 5.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character and Community Building

Attachment(s)

ORD 1049- Ch. 12.05 MMC - Nuisance Vegetation(11070143.4)

vegetation_row_flowchart12082025

Budget/Fiscal Impact: n/a

Recommendation: Adopt Ordinance No. 1049.

City Manager Approval:

Proposed Council Motions: I move to adopt Ordinance No. 1049 the Vegetation Reimbursement Policy.

Time Estimate: 5 minutes

CITY OF MEDINA, WASHINGTON

Ordinance No. 1049

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, ESTABLISHING A NEW CHAPTER 12.05 IN THE MEDINA MUNICIPAL CODE ENTITLED “NUISANCE VEGETATION” TO REGULATE OVERGROWN VEGETATION IN OR ON CITY RIGHTS OF WAY; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Medina (“City”) wishes to address complaints regarding overgrown vegetation on private property that interferes with public rights of way, including sidewalks, by restricting pedestrian travel or creating unsafe or unsightly conditions; and

WHEREAS, in order to reduce the impacts to public health and safety of overgrown vegetation, a new Chapter 12.05 should be added to the Medina Municipal Code (“MMC”) establishing a process for the City to regulate overgrown vegetation; and

WHEREAS, RCW 35.21.310 provides authority for the City to abate overgrown vegetation and to bill the property owner or lien the property for such costs of abatement; and

WHEREAS, the City Council desires staff utilize proactive outreach to improve compliance and community cooperation through targeted strategies, including informational materials in multiple languages, community engagement, and digital tools, to educate adjacent property owners about their responsibilities for right-of-way maintenance; and

WHEREAS, the City Council finds that it is in the public interest, safety and welfare to adopt this procedure into the MMC, as set forth in this Ordinance; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new chapter 12.05 is hereby added to the Medina Municipal Code to read as follows:

Chapter 12.05 NUISANCE VEGETATION

12.05.010 Obstructing streets and sidewalks.**12.05.020 Abatement by the city.****12.05.010 Obstructing streets and sidewalks.**

Trees, plants, shrubs, or vegetation or parts thereof which overhang any sidewalk or street, or which are growing thereon in such a manner as to obstruct or impair the free and full use of the sidewalk or street by the public are public nuisances. Grass, weeds, shrubs, bushes, trees, or vegetation growing or which have grown and died, and all debris upon any property and which are a fire hazard or menace to public health, safety, or welfare, are likewise public nuisances. Pursuant to MMC 16.52.220, it is the responsibility of the owner of property adjoining a city right-of-way, including sidewalks and streets, to ensure the trees, shrubs, and landscaping in the right-of-way adjoining their property do not interfere with the free passage of pedestrians and vehicles or cause any risk of danger to the public or property. It is the duty of the owner of the property adjoining a city right-of-way to abate any such nuisance vegetation that exists by destroying, removing, or trimming any such growth, and removing any such debris.

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 any other manner. This chapter shall not be construed so as to require a private property owner to abate any such nuisance which exists because of natural vegetation growing wholly within the limits of the city's rights-of-way, unless such vegetation was planted or maintained by the private property owner, or predecessor, with or without City permission.

12.05.020 Abatement by the city.

The city may initiate the process requiring an adjoining property owner to remove the nuisance described in MMC 12.05.010 as follows:

- A. A resolution of the city council shall be adopted after not less than five days' notice to the property owner, which shall describe the property involved and the nuisance or hazardous condition, require the owner to abate such nuisance by destroying, removing, or trimming the nuisance vegetation, and state that in the event of the owner's failure to do so, the city will cause the trimming, removal, or destruction of such nuisance and that the cost thereof shall be borne by the owner of the property and become a lien against the property.
- B. If any such nuisance vegetation as defined by this chapter is not abated by removal, destruction, or maintenance by the adjoining property owner upon reasonable notice, the city may abate the same and staff shall render a bill for the city's costs of such abatement and mail the bill to the property owner. If the property owner fails or refuses to pay the bill immediately, or if no bill is rendered because the property owner cannot be found, the clerk of the city in the name

of the city may file a lien against the property with the King County Recorder, which lien shall be in substantially the same form, filed with the same officer and within the same time and manner and enforced and foreclosed as provided by law for labor and materials liens.

Section 2. 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 of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical 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 4. Effective Date. This ordinance shall take effect five days after publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 8th DAY OF DECEMBER, 2025 BY A VOTE OF ____ FOR, ____ AGAINST, AND ____ ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 8TH DAY OF DECEMBER, 2025.

Jessica Rossman, Mayor

Approved as to form:
Inslee Best Doezie & Ryder, P.S.

Attest:

Jennifer S. Robertson, City Attorney

Dawn Nations, Acting City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: / AB

VEGETATION MANAGEMENT FLOW CHART

