

MEDINA CITY COUNCIL

Monday, September 12, 2022

5:00 PM - REGULAR MEETING

AGENDA

VISION STATEMENT

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

MISSION STATEMENT

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



MEDINA, WASHINGTON

MEDINA CITY COUNCIL REGULAR MEETING

Hybrid - Virtual/In-Person

Monday, September 12, 2022 – 5:00 PM

AGENDA

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

Virtual Meeting Participation

The Medina City Council has moved to hybrid meetings, offering both in-person and online meeting participation. In accordance with the direction from Governor Inslee, masking and social distancing will be optional for those participating in person. Individuals who are participating online and wish to speak live must register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message before 2PM on the day of the September 12 Council meeting. Please reference Public Comments for September 12 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. The city will also accept written comments. Any written comments must be submitted by 2 PM on the day of the September 12 Council meeting to the City Clerk at akellerman@medina-wa.gov.

Join Zoom Meeting

Meeting ID: 832 5227 3105

Passcode: 589036 One tap mobile

+12532158782,,83252273105# US (Tacoma)

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. APPROVAL OF MEETING AGENDA

3. PUBLIC COMMENT PERIOD

Individuals wishing to speak live during the Virtual City Council meeting will need to register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message **before 2PM** on the day of the September 12 Council

meeting. Please reference Public Comments for September 12 Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3 minute limit.

4. PRESENTATIONS

4.1 King County Solid Waste Presentation by Patty Liu, Program Manager

Time Estimate: 30 minutes

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

Time Estimate: 10 minutes

5. <u>CITY MANAGER'S REPORT</u>

Time Estimate: 15 minutes

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

- 5.1a CM Monthly Report
- 5.1b Police Monthly Report
- 5.1c DS Monthly Report
- 5.1d Finance Monthly Report
- 5.1e CS Monthly Report
- 5.1f PW Monthly Report

6. 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.

6.1 July 2022, Check Register

Recommendation: Approve.

Staff Contact: Ryan Wagner, Finance Director

6.2 August 2022, Check Register

Recommendation: Approve.

Staff Contact: Ryan Wagner, Finance Director

<u>6.3</u> Draft City Council Meeting Minutes of:

a) June 27, 2022; and

b) July 11, 2022

Recommendation: Adopt minutes.

Staff Contact: Aimee Kellerman, CMC, City Clerk

6.4 T- Mobile Telecommunications Franchise

Recommendation: Adopt Ordinance No. 1013.

Staff Contact(s): Emily Miner, Assistant City Attorney; Ryan Osada, Public Works

Director; Steve Wilcox, Development Services Director

6.5 September 2022 National Recovery Month Proclamation

Recommendation: Approve.

Staff Contact: Aimee Kellerman, CMC, City Clerk

6.6 Childhood Cancer Awareness Week September 25-October 1, 2022 Proclamation

Recommendation: Approve.

Staff Contact: Aimee Kellerman, CMC, City Clerk

7. LEGISLATIVE HEARING

None.

8. PUBLIC HEARING

8.1 2023 Preliminary Budget

Recommendation: Discussion item only.

Staff Contact: Ryan Wagner, Finance Director

Time Estimate: 30 minutes

9. <u>CITY BUSINESS</u>

None.

10. REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE

10.1 Gas-Powered Lawn Equipment Discussion

11. PUBLIC COMMENT

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

12. EXECUTIVE SESSION

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.

13. ADJOURNMENT

Next regular City Council Meeting: September 26, 2022 at 5 PM.

ADDITIONAL INFORMATION

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

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

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

UPCOMING MEETINGS

Monday, September 26, 2022 - City Council Meeting (5:00 PM)

Monday, October 10, 2022 - City Council Meeting (5:00 PM)

Monday, October 24, 2022 - City Council Meeting (5:00 PM)

Monday, November 14, 2022 - City Council Meeting (5:00 PM)

Thursday, November 24, 2022 - Thanksgiving Holiday - City Hall Closed

Friday, November 25, 2022 - Day After Thanksgiving Holiday - City Hall Closed

Monday, November 28, 2022 - City Council Meeting (5:00 PM)

Monday, December 12, 2022 - City Council Meeting (5:00 PM)

Monday, December 26, 2022 - Day After Christmas Holiday - City Hall Closed

Tuesday, December 27, 2022 - City Council Meeting (5:00 PM)

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, September 12, 2022 Regular Meeting of the Medina City Council was posted and available for review on Friday, September 9, 2022 at City Hall of the City of Medina, 501 Evergreen Point Road, Medina, WA 98039. The agenda is also available on the city website at www.medina-wa.gov.



CITY OF MEDINA

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

Date: September 12, 2022

To: Honorable Mayor and City Council

From: Stephen R. Burns, City Manager

Subject: City Manager Report – July/August 2022

- 1. Medina Days 2022 This year's event was very successful as residents enjoyed "Concert-in-the-Park" on Tuesday, August 9 and "Hot Cakes and Hot Cars" on Sunday, August 14, hosted by Overlake Golf and Country Club. This year's "Concert-in-the-Park" performers were Medina resident Nikhil Bagga, local band Lyla Minor, and headliner Stephanie Ann Johnson. We appreciate all the volunteers and staff that made this year's events so much fun.
- 2. State Route 520 Expansion Joint University of Washington (UW) did their first durability test earlier this summer and found their 3D printed chevrons in the gaps did not hold up as well as they had hoped. In late August, they installed molded chevrons, and they are holding up much better. In early September, UW is working with WSDOT to close one lane so they can adjust the chevrons and re-evaluate their effectiveness. In addition, they will be installing foam to remove the acoustic resonance in the cavities between the beams and the joint with acoustic measurement to be completed.
- 3. Medina Council Retreat Update Staff has been coordinating with Councilmembers for the upcoming retreat. The next retreat will have an outside facilitator to lead council and staff discussion on the city workplan for the remainder of 2022 and 2023. Staff has narrowed the facilitator list to three and will be working with the Mayor and Deputy Mayor to determine the best candidate. We will be selecting a date and time for the retreat within the next month.
- 4. Bellevue Fire Report Bellevue Fire Department is providing a list of calls they respond to in the City of Medina. Attached is the list of the types of incidents and the number of times they responded to Medina in August 2022.
- 5. Council Chamber Camera Installation Project In late spring, city staff started working with Avidex to install cameras in the Council Chambers to host hybrid meetings for Council and the city's other boards and commissions. Currently, only the City Council can host hybrid meetings with their city issued devices. Installation of cameras in the Council Chambers will allow all other boards and commissions to have hybrid meetings without the purchase of more individual devices such as iPads, laptops, Surfaces, etc. Cameras for the Chambers were ordered earlier in the summer with an anticipated arrival date of late October to early November. We're excited to announce that the cameras have arrived early, and the installation team will be onsite September 15 and 16. All boards and commissions will be host hybrid meetings starting in October.

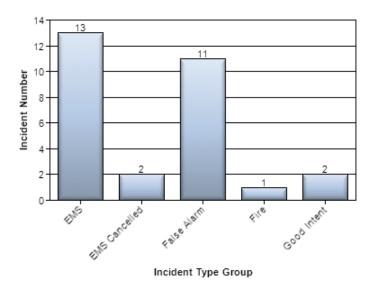
20180807 - Contract Cities Incident Types

Date: Monday, September 5, 2022 Time: 11:44:17 AM

Incident Date between 2022-08-01 City equal to Medina

and 2022-09-01

Incident Type Group	Incident Count
EMS	13
EMS Cancelled	2
False Alarm	11
Fire	1
Good Intent	2



Page 1.



MEDINA POLICE DEPARTMENT

DATE: September 12, 2022

TO: City Manager Stephen R. Burns

FROM: Chief Jeffrey R. Sass

RE: Police Department Update – July/August 2022

The following is a summary highlighting some of the Medina Police Department activity in July/August 2022.

Follow up:

Nothing to report.

Seafair:

Seafair 2022 was a huge success and saw near record-breaking turnout at Medina Beach Park and City Hall. All Medina Police personnel was present for the event, greeting people as they visited the park and ensured that traffic flow was efficient and safe. The weekend ended with no reported issues and many happy Seafair attendees.





Medina Days - Concert in the Park:

The 2022 Concert in the Park event for the Medina Days celebration saw a smaller community turnout than in years' past but was still an outstanding event. The Police Department, City Hall, and Emergency Preparedness Committee had individual canopy tents set up and were available to the community to visit. The Police Department received numerous questions from community members and had an opportunity to connect face-to-face with many of the residents that we have not seen in for a while.

Bellevue C.A.R.E.S.:

Medina Police leveraged the newly established Bellevue C.A.R.E.S. (Community Advocates for Resource and Education Services) agreement on two separate occasions to assist two individuals experiencing crises. The social workers with the Bellevue C.A.R.E.S. program provide resources and assistance to these individuals that police officers would otherwise be left to coordinate themselves. These two individuals were provided food, water, medical care, a connection to potential employment and a paid-for taxi ride out of the area to a location that can better accommodate their individual needs. The Bellevue C.A.R.E.S. social workers also follow up with these individuals after the initial contact to ensure they receive all the assistance they need and want.





Marine Patrol:

From Marine Patrol Sergeant, Chad Schumacher - Mercer Island Police Department:

Over the last two months, our marine units have focused on vessel registrations and safe boating practices. Most of our contacts have been educational, with the ticket being issued on a small minority of stops. Usually, we give the person the opportunity to fix the registration on the stop before we must issue a ticket. We have had a few calls of note for your jurisdictions.

Medina Police Department July/August 2022

In July, a Hunts Point resident had a vessel float up to their dock that was partially sunk, we discovered that it came from a few houses down and were able to return the vessel to its dock. We are still trying to obtain contact information for the homeowner so that they can take care of the vessel. Our calls to the property manager have gone unanswered.

In August we had two vessel collisions in Medina waters. One was two vessels that collided with very minimal damage, and they exchanged information on the scene. The second was a hit-and-run involving a kayaker and vessel. We have the suspect vessel information; however, we do not know who the kayaker was that was hit. Another vessel picked up the kayaker and transported them to Kirkland before we got the call about the collision. No kayaker has come forward yet.

We have noticed that Cozy Cove and Fairweather Bay are mostly areas where people come to anchor and just enjoy the water. We patrol through and stop to talk or wave hi to the kids. I do know that we have a few buoys to replace, and that will be done in the coming weeks. The swim dock is looking good, and I was just out there last week spraying it off.

Our city council approved an ILA between us and Yarrow Point last night and we will be adding their jurisdiction to our waters at the start of 2023.

Residents are encouraged to call the non-emergency line for Police to report issues on the water that are not emergent or call our desk line at 206-275-7953.

Save the Date:

The second event of 2022 for Shredder/Drug Take Back and Electronics Recycling will be held on Saturday, October 29th at Medina Park. Community publications will be sent out prior to the event.



MEDINA POLICE DEPARTMENT

Jeff Sass, Chief of Police

MONTHLY SUMMARY AUGUST 2022



FELONY CRIMES

Motor Vehicle Theft

2022-00003218

08/01/2022

An officer was dispatched to the 8400 Block of Midland Road for a report of a stolen vehicle. The vehicle was located and recovered on August 12th.

Burglary 2022-00003217 08/01/2022

A Police Officer was dispatched to the 2800 Block of Evergreen Point Road for a report of a suspicious subject. The homeowner reported that they had found a female sleeping in one of their bedrooms without their knowledge or permission. The suspect quickly left on foot and was located and detained by the officer. The officer used a mobile ID unit to identify the suspect who was arrested for residential burglary and transported to jail.

Mail Theft 2022-00003348 08/12/2022

A resident in the 8100 Block of Overlake Drive West contacted the Police Department to report that a check they had placed in their mailbox to be picked up by their mail carrier had been found opened and removed from the envelope. The bank was immediately notified, and the check canceled and bank account frozen. There was no monetary loss.

Fraud 2022-00003495 08/31/2022

The Police Department received a report of an unauthorized and fraudulent cashing of a check written to a construction company in the amount of \$18,000. The reporting party stated that the check was mailed via the Post Office in Medina and never made its original destination. No leads at this time.

MISDEMEANOR CRIMES

Malicious Mischief

2022-00003326

08/08/2022

A Police Officer was dispatched to a report of gunshots in the area of Bellevue Christian Elementary School located at 7800 NE 28th St. Three juveniles were located at the campus near a burning portable toilet. The sounds heard by the reporting party were fireworks. The juveniles' parents were contacted and are resolving the damage privately with the school. No prosecution was desired.

Trespass 2022-00003358 08/13/2022

A Police Officer was dispatched to the 1800 Block of 73rd Ave NE for a report of an unwanted subject. The subject was contacted, and a Trespass Warning Letter was issued to the subject.

OTHER

Traffic Collision 2022-00003280 08/05/2022

A Police Officer was dispatched to a collision involving a vehicle and a bicyclist in the 8200 Block of NE 12th St. The bicyclist collided with the rear portion of the vehicle as it was turning into Medina Park. The bicyclist was transported by aid to the hospital.

Stolen Recovery 2022-00003317 08/08/2022

A Police Officer was notified of a suspicious vehicle in the 8300 Block of NE 12th St. The officer located the vehicle which was unoccupied. Upon further investigation, the officer discovered that the vehicle was a stolen vehicle out of Auburn WA. The vehicle was impounded, and the owner was notified of the recovery and location of their vehicle.

MEDINA. POLICE

MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police





August 2022 - Monthly Report

CRIMES	Current Month	YTD 2022	YTD 2021	Year-End 2021
Burglary	1	7	9	13
Vehicle Prowl	0	4	9	13
Vehicle Theft	2	5	0	2
Theft (mail & all other)	1	7	9	15
ID Theft/Fraud	2	9	6	11
Malicious Mischief (Vandalism)	1	5	1	6
Domestic Violence/Violation of No Contact				
Order	0	5	3	10
Disturbance, Harassment & Non-DV Assault	3	11	11	17
TOTAL CRIMES	10	53	48	87

COMMUNITY POLICING	Current Month	YTD 2022	YTD 2021	Year-End 2021
Drug Violations - Referrals to Treatment	0	1	0	1
Community Assists	15	89	70	116
House Watch Checks	28	378	408	548
School Zone	0	126	132	304
Mental Health	7	33	26	49
TOTAL ENFORCEMENT	50	627	636	1018

	TRAFFIC	Current Month	YTD 2022	YTD 2021	Year-End 2021
Collisions					
	Injury	1	2	0	0
	Non-Injury	0	5	10	18
	Non-Reportable	0	0	N/A	N/A
Traffic Stops					
	Citations/Infractions/Parking	17	215	112	171
	Warnings	50	970	1277	1808
Directed Patrol		1	85	460	488
	TOTAL TRAFFIC	69	1277	1859	2485

CALLS FOR SERVICE	Current Month	YTD 2022	YTD 2021	Year-End 2021
Animal Complaints	7	39	21	33
Residential Alarms	20	171	164	242
Missing Person	1	3	7	9
Suspicious Activity/Area Check	19	165	207	304
Medical Call/Assist Fire Department	0	23	28	47
Juvenile (underage party, substance use, etc.)	2	6	8	11
TOTAL SERVICE	49	407	435	646

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



MEDINA POLICE DEPARTMENT

Jeff Sass, Chief of Police

MONTHLY SUMMARY AUGUST 2022



	FELONY CRIMES	
Nothing to report.		
	MISDEMEANOR CRIMES	

Nothing to report.



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police
Town of Hunts Point



August 2022 - Monthly Report

CRIMES	Current Month	YTD 2022	YTD 2021	Year-End 2021
Burglary	0	0	1	1
Vehicle Prowl	0	0	1	1
Vehicle Theft	0	0	2	2
Theft (mail & all other)	0	3	2	3
ID Theft/Fraud	0	1	1	1
Malicious Mischief (Vandalism)	0	2	1	2
Domestic Violence/Violation of No Contact				
Order	0	1	2	2
Disturbance, Harassment & Non-DV Assault	0	3	1	1
TOTAL CRIMES	0	10	11	13

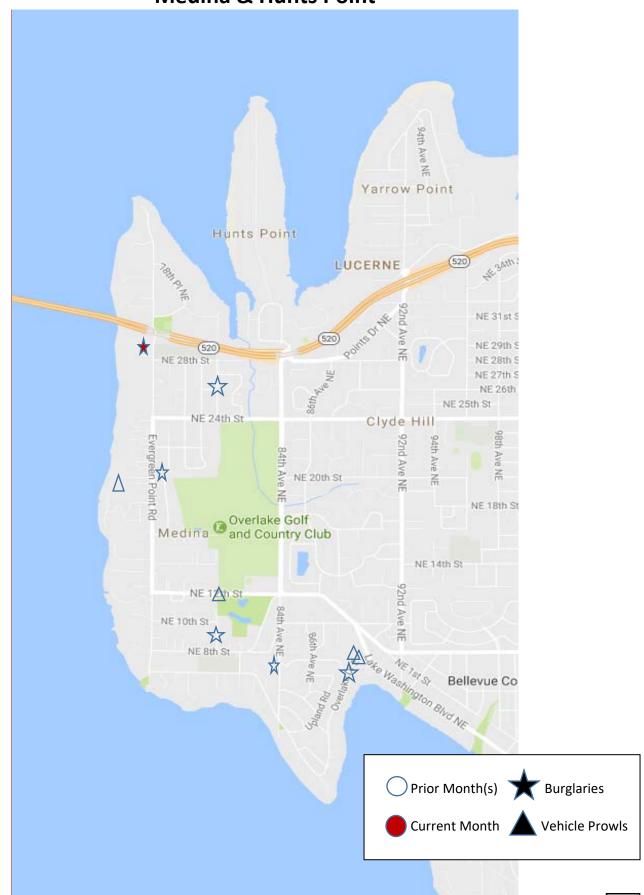
COMMUNITY POLICING	Current Month	YTD 2022	YTD 2021	Year-End 2021
Drug Violations - Referrals to Treatment	0	0	0	0
Community Assists	1	9	7	11
House Watch Checks	2	38	56	66
Mental Health	3	10	5	5
TOTAL ENFORCEMENT	6	57	68	82

TRAFFIC	Current Month	YTD 2022	YTD 2021	Year-End 2021
Collisions				
Injury	0	0	0	0
Non-Injury	0	0	0	1
Non-Reportable	0	0	0	0
Traffic Stops				
Citations/Infractions/Parking	g 2	54	16	28
Warning	8	139	117	187
Directed Patrol	0	24	32	38
TOTAL TRAFFIC	10	217	165	254

CALLS FOR SERVICE	Current Month	YTD 2022	YTD 2021	Year-End 2021
Animal Complaints	0	2	0	5
Residential Alarms	1	23	17	24
Missing Person	0	0	0	0
Suspicious Activity/Area Check	0	13	24	33
Medical Call/Assist Fire Department	0	4	2	2
Juvenile (underage party, substance use, etc.)	0	0	1	1
TOTAL SERVICE	1	42	44	65

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

2022 Burglaries & Vehicle Prowls Medina & Hunts Point





CITY OF MEDINA

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

Date: September 12, 2022

To: Honorable Mayor and City Council

Via: Stephen R. Burns, City Manager

From: Steven R. Wilcox. Development Services Department Director

Subject: Development Services Department Monthly Report

Permit Activity and Budgeting

While local construction industry professionals remain busy, some are anticipating less work coming for them in the fourth quarter of this year. Contracts for future private design and construction work is an indicator of the permit activity that Development Services will eventually see. For the first time in several years we have heard pessimism from some local design and construction professionals about future development activity in general.

Compared to the recent past, and 2021 in particular, permit activity has been down significantly this entire year. The amount of reduced activity was unexpected and began in January 2022. The comparative reduction in permit activity and associated revenues has for the most part been consistent from January through August of this year. Building permit activity in Medina may be reduced by over 30 percent compared to 2021. Budgeting for the next year considers current permit activity as one factor.

Medina development activity is different from most other local jurisdictions. Residents in Medina who are planning to engage in (re)development of their property seem to consider broader indicators than most other local jurisdiction residents do. Because of this I believe that Medina residential development activity is an early indicator of what other local jurisdictions will eventually see in their permit activity. Past experience with a downturn in Medina permitting starting in mid-2007 is an example of how Medina has lead in predicting future residential development activity. Medina witnessed the start of a significant long-term reduction in permit activity in mid-2007 before other local jurisdictions eventually saw the same. Something similar may be happening now.

Development Services permit activity in 2022 is not correcting towards positive and has remained down all year. Budgeting for 2023 will reflect the 2022 activity.

Please see the permit activity reports provided.

Planning Commission

The Planning Commission did not meet in August. The next meeting of the Planning Commission will be scheduled in September.

2024 Comprehensive Plan Periodic Update

Last Spring the Development Services Committee had reviewed RFP responses from professional consultant for our 2024 Comprehensive Plan Update. A recommendation was to be presented to Council to contract with The Blueline Group.

On August 10th we were surprised to be notified that our primary contact staff member with Blueline who was to work with us on our Comprehensive Plan Update had suddenly resigned the day prior. Because this staff member was a primary reason for working with Blueline we became concerned. In discussions with the Blueline CEO and their staff we discovered that they did not have anyone else who was qualified to help us. Fortunately, the contract draft with Blueline was not completed and not yet sent to Council for approval consideration.

We discussed potential options with our City Attorney and with assistance we formally separated from Blueline. We do continue to work with Blueline on our Housing Action Plan, and with regular building permit zoning code compliance reviews.

Crea affilates LLC was the second qualified Comprehensive Plan Update RFP respondent behind Blueline. We contacted Crea and found that they were still interested in working with us. We began working on a contract draft with Crea while also scheduling a meeting with the Development Services Committee (DSC). The DSC met with Crea staff on August 22nd which resulted in a recommendation to the Development Services Director that they be employed to assist with our 2024 Comprehensive Plan Update.

The contract draft with Crea is now complete with only a confirmation review of one portion needed before being submitted to Council for consideration. The Crea contract will be submitted to Council within the consent portion of the September 26, 2022 meeting agenda.

The contract costs between Crea affiliates LLC and The Blueline Group are similar. Blueline was at \$230,118 when we last spoke with them, and Crea's contract will be \$236,246. Stephanie Keyser has worked with Crea on the Scope of Services which is similar to that of Blueline and fulfills our needs through the end December 31, 2024 when the update is due. Please see the attached "Exhibit B Fee Estimate" from Crea affiliates LLC. You will note that at the bottom of the exhibit Crea lists sub-consultants that they will be working with them on our update.

You will see an agenda bill recommending your approval of a contract with Crea affiliates LLC to assist with our 2024 Comprehensive Plan Periodic Update at the September 26, 2022 meeting. This will be on Consent, but I am happy to talk with you about this.

Permit Fees

The primary revenue which supports the Development Services Fund comes from two sources. Building permit fees and Advanced Deposits. There are other sources of revenue including grants and other smaller permit fees.

Building permit fees provide the primary support for Development Services staff salaries. Building permit fees have not been reviewed or changed in many years. With Development Services able to return money to the general fund each year there was no need to consider an increase in fees. Building permit fees will need to be evaluated early next year to determine if they are adequate to continue to support the level of service expected of the Development Services Department. Construction values and costs of services have obviously changed over the past 15 years or more while our building permit fees have remained unchanged.

Costs of consulting services are increasing. We are going to need to evaluate our approach to assuring that professional services costs are balanced with associated revenue. An approach we have used since 2010 is where a fairly small fee is charged for a particular permit, then an additional deposit account ("Advanced Deposit") is also established. Basically, the permit applicant pays into a fund that is held by Medina and used when costs for consultants exceeds the permit fee that had been charged. The Advanced Deposit account allows for easy payment of the actual cost of services which exceed the permit fee. This Advanced Deposit system works fairly well for us, seems equitable, and it is needed. But the process also has flaws that should be corrected. The most important first step is to a review the costs and professional services and to adjust our Advanced Deposit process to eliminate problems and make it even easier to use and manage.

Tree Management Code Enforcement

Please see the July and August development project tree removal reports provided.

In 2022 we hired a Tree Management Code consultant, and separately an Arborist. These two consultants replaced Otak and Tom Early who had been with Medina for many years. Tom Early left Otak in December 2021 and Otak was not able to replace him. We were unable to hire one consultant to replace Otak.

The cost of enforcing our Tree Management Code was expected to increase significantly this year and it has. The first half of 2022 involved a transition from Otak to the new consultants and it took time to do this. Our Advanced Deposit

process has been recovering much of the cost of services above permit fees, but not all. Our new consultants have been asked to evaluate existing development projects for compliance with issued permits and our Tree Management Code. Our new consultants are working closely with the Development Services Director in new approaches to tree code enforcement. This additional effort during the first half of 2022 has helped to cause unrecoverable cost of services above collected fees and deposits.

Overall, our tree code enforcement of development projects has improved greatly this year. We will continue to improve.

Permit Tracking and Portal

We are dissatisfied with our public permit portal. There are inherent issues which make the portal use more difficult for permit applicants and staff than needed. The software vendor has again changed ownership recently and we continue to have issues with their customer service.

We have explored replacing our portal, but to do so would mean that we also have to replace our permit tracking system. Our permit tracking system is from the same vendor as the portal. We have had the permit tracking system for over 10-years and we are satisfied with it.

The cost and effort to replace our tracking system and portal are prohibitive currently, but something to discuss at a later time when our options have been exhausted and our budget is better.

Code Enforcement

Please see the July and August 2022 Code Enforcement reports provided. The reports shows much of the monthly code enforcement activity performed by Development Services. We perform many investigations either by compliant, or because of things we notice such as construction parking in the public right of way or advertising signs.

Provided with the report is an example of a common "first warning" we issue regarding Construction Activity Permit violations.

Training

By Rob Kilmer, Deputy Building Official

On July 28th and 29th, our Deputy Building Official Rob Kilmer attended a quarterly meeting of the Washington State Association of Building Officials (WABO). This meeting had three main purposes. The first was to discuss upcoming building code changes scheduled to be adopted by Washington State in 2023. The second was to

provide continuing education regarding the construction of wood-framed homes, specifically regarding modern engineered lumber and sheeting. The third was to thank the outgoing slate of WABO board members and to welcome their elected replacements. Relationships with Building Departments around the State continue to be built with the goal of keeping Medina up to date with regional issues.

Washington State Building Code

We are preparing for the likely adoption of the 2021 Washington State Building Code. If adopted, the 2021 code will probably be implemented by Medina on July 1, 2023. More information will be provided as we receive it from the state.



Monthly Issued Permit Report August, 2022

Page 1 of 1 Report run on: 09/01/2022 07:44 AM

Construction Value:	August 2022	August 2021	2022 YTM	2021 YTM	Difference
Accessory Structure	-	-	\$70,000.00	-	\$70,000.00
Addition / Alteration	\$66,783.00	\$15,926.00	\$3,152,860.59	\$7,814,208.99	(\$4,661,348.40)
Fence / Wall	\$90,136.00	\$3,500.00	\$247,036.00	\$434,800.00	(\$187,764.00)
New Construction	\$2,885,734.40	\$5,984,670.00	\$25,774,845.40	\$25,613,258.00	\$161,587.40
Repair / Replace	-	-	-	-	\$0.00
Wireless Comm. Facility	-	-	\$70,000.00	-	\$70,000.00
Total Value:	\$3,042,653.40	\$6,004,096.00	\$29,314,741.99	\$33,862,266.99	(\$4,547,525.00)

Permits Issued:	August 2022	August 2021	2022 YTM	2021 YTM	Difference
New Construction	2	2	14	13	1
Permit Extension	4	6	33	34	(1)
Accessory Structure	-	-	1	-	1
Addition / Alteration	1	1	16	26	(10)
Construction Activity Permit	2	3	19	22	(3)
Demolition	3	2	10	17	(7)
Fence / Wall	3	1	12	12	0
Grading / Drainage	2	3	16	20	(4)
Mechanical	3	9	70	62	8
Other - Moving	-	-	-	-	0
Plumbing / Gas	3	11	48	64	(16)
Repair / Replace	-	-	-	-	0
Reroof	-	-	-	-	0
Right of Way Use	11	1	62	59	3
Tree Mitigation	6	3	39	47	(8)
Wireless Comm. Facility	-	-	1	-	1
Total Permits:	40	42	341	376	(35)

Inspections:	August 2022	August 2021	2022 YTM	2021 YTM	Difference
Building	80	107	710	683	27
	17	34	159	203	(44)
Engineering/Other	3	20	50	45	5
Tree	5	-	42	20	22
Total Inspections:	105	161	961	951	10

Monthly Applications Submitted Aug-22								
Permit Type	Submitted Date	Permit Number	Total Valuation	Address				
B-ADD/ALT	08/26/2022	B-22-104	\$49,380.45	2511 MEDINA CIR				
TOTAL B-ADD/ALT:	1		\$49,380.45					
B-DEM	08/17/2022	D-22-016		2039 77TH AVE NE				
TOTAL B-DEM:	1		\$0.00					
B-FENCE	08/23/2022	B-22-102	\$15,000.00	2461 78TH AVE NE				
B-FENCE	08/23/2022	B-22-100	\$10,000.00	8297 Overlake Dr W				
TOTAL B-FENCE:	2		\$25,000.00					
B-MECHANICAL	08/04/2022	M-22-082		1405 EVERGREEN POINT RD				
B-MECHANICAL	08/05/2022	M-22-083		1546 79TH PL NE				
B-MECHANICAL	08/08/2022	M-22-084		7848 NE 10TH ST				
B-MECHANICAL	08/11/2022	M-22-085	\$250,000.00	442 87th Ave NE				
B-MECHANICAL	08/22/2022	M-22-086		2303 EVERGREEN POINT RD				
TOTAL B-MECHANICAL:	5		\$250,000.00					
B-PLUMBING	08/25/2022	P-22-046		3407 EVERGREEN POINT RD				
B-PLUMBING	08/29/2022	P-22-047		2561 MEDINA CIR				

TOTAL B-PLUMBING:	2		\$0.00	
B-ROOF	08/23/2022	B-22-101		7720 NE 8TH ST
B-ROOF	08/25/2022	B-22-103		2547 MEDINA CIR
TOTAL B-ROOF:	2		\$0.00	
CAP - CONSTRUCTION ACTIVITY PERMIT	08/18/2022	CAP-22-025		3233 EVERGREEN POINT RD
CAP - CONSTRUCTION ACTIVITY PERMIT	08/17/2022	CAP-22-024		945 88TH AVE NE
TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:	2		\$0.00	
ENG-GRADING/DRAINAGE	08/03/2022	ENG-GD-22-018		8417 NE 12TH ST
TOTAL ENG-GRADING/DRAINAGE:	1		\$0.00	
PW-RIGHT OF WAY	08/02/2022	PW-ROW-22-071		1525 79TH PL NE
PW-RIGHT OF WAY	08/19/2022	PW-ROW-22-072		3645 EVERGREEN POINT RD
PW-RIGHT OF WAY	08/19/2022	PW-ROW-22-073		8297
PW-RIGHT OF WAY	08/21/2022	PW-ROW-22-074		7863 NE 10TH ST
PW-RIGHT OF WAY	08/22/2022	PW-ROW-22-075		2039 77TH AVE NE
PW-RIGHT OF WAY	08/23/2022	PW-ROW-22-076		8300 NE 24TH ST
PW-RIGHT OF WAY	08/24/2022	PW-ROW-22-077		2436 82ND AVE NE

PW-RIGHT OF WAY	08/31/2022	PW-ROW-22-080		2039 77TH AVE NE
PW-RIGHT OF WAY	08/30/2022	PW-ROW-22-078		3242 Evergreen Point RD
PW-RIGHT OF WAY	08/31/2022	PW-ROW-22-079		84th Ave NE
TOTAL PW-RIGHT OF WAY:	10		\$0.00	
TREE-ADMIN ROW TREE REMOVAL	08/12/2022	TREE-22-059		854 Evergreen Point Rd
TOTAL TREE-ADMIN ROW TREE REMOVAL:	1		\$0.00	
TREE-RESTORATION	08/03/2022	TREE-22-058		1011 80TH PL NE
TREE-RESTORATION	08/23/2022	TREE-22-060		3233 EVERGREEN POINT RD
TREE-RESTORATION	08/31/2022	TREE-22-061		2633 EVERGREEN POINT RD
TOTAL TREE-RESTORATION:	3		\$0.00	
Total # of Permits	30		\$324,380.45	

Exhibit B: Fee Estimate

Medina Comprehensive Plan Update (2024)

8/24/22

TASKS	FEE
Task A - Plan Audit/ Conditions Analysis	\$34,559.00
I GMA Checklist	
2 Population trends and projections	
3 Existing Land Use	
4 Review of regional plans and recent legislative updates	
5 Meeting I - Steering Committee	
6 Mark up of 2015 Plan	
7 Review Buildable Lands Inventory	
8 Planning Commission Meeting I	
9 City Council Meeting I	
Task B - Community Engagement	\$67,733.00
I Project Contact List	
2 Set-up and Manage Online Engagement Tools	
3 Visioning	
4 Future Alternatives (3)	
5 Preferred Alternative	
6 Planning Commission Meeting 2 and 3	
7 City Council Meeting 2 and 3	
8 Comprehensive Plan Update - Steering Committee Meetings (4)	
Task C - Plan Update	\$89,108.00
Update chapters A, B and C of plan document	
2 Update Land Use Element	
3 Update Parks and Open Space Element	
4 Update Natural Environment Element	
5 Update Shoreline Management Element	
6 Update Community Design Element	
7 Update Transportation Element	
8 Update Utilities Element	
9 Update Capital Facilities Element	

TASKS	FEE	
Task D - Plan Adoption	\$21,048.00	
I Review Development Regulations		
2 Planning Commission Meeting 4 and 5		
3 City Council Meeting 4 and 5		
4 Formatting/editing Comprehensive Plan Document		
Task E - Project Administration	\$20,798.00	
I Project Coordination		
2 Client Communications		
3 Billing		
4 Subconsultant Project Administration Fee		
	SUBTOTAL	\$233,246.00
*Reimbursables		\$3,000.00
	TOTAL	\$236,246.00

^{*} Full color printing of Steering Committee and Planning Commission agendas and images (letter sized), presentation boards (7), meeting refreshments (2), translation

NOTE City works with another contractor for mass mailing.

July 2022 Development Project Permitted Tree Removal

Permit Type	Address	# Trees Removed	Removed Tree Size	*Supplemental Required	Description
		To the state of th	REE-WITH BU	ILDING/DEVELOPN	ENT

TREE-WITH					
BUILDING/DEVELOPMENT	530 87th Ave NE	5	6,7,8,9,12	0	Demo and construct a SFR
TREE-WITH					
BUILDING/DEVELOPMENT	2426 80TH AVE NE	1	28	6	remodel SFR
TREE-WITH					
BUILDING/DEVELOPMENT	8467 Midland Rd	4	6,6,6,10	6	remodel a SFR
TREE-WITH					
BUILDING/DEVELOPMENT	550 Overlake Dr.	2	13, 13	0	New pool and Cabana
TREE-WITH					
BUILDING/DEVELOPMENT	2841 76TH AVE NE	2	6, 8	0	renovate bulkhead
TREE-WITH					trees damaged by construction need to be removed and replaced to meet
BUILDING/DEVELOPMENT	3267 Evergreen Point Road	4	6, 13, 21, 23	14	minimum tree units

^{*} Size meets minimum standards outlined in 16.52.090.D.4.

August 2022 Development Project Permitted Tree Removal

Permit Type	Address	# Trees Removed	Removed Tree Size	*Supplemental Required	Description
		Ţ	REE-WITH BU	IILDING/DEVELOPM	MENT TO THE TOTAL PLANT OF THE PARTY OF THE

TREE-WITH					Resubmittal & Correction #1, reviewed, pending additional information
BUILDING/DEVELOPMENT	530 87th Ave NE	5	6,7,8,9,12	0	requested on permit and on plans
TREE-WITH					need revised TAP to include 6.25 minimum tree units, select species from list,
BUILDING/DEVELOPMENT	8467 Midland Rd	4	6,6,6,10	6	update plans
TREE-WITH					
BUILDING/DEVELOPMENT	550 Overlake Dr.	2	13, 13	0	Need a revised TAP with correct calculations to be sumbitted for approval
TREE-WITH			8,12,12,14,		
BUILDING/DEVELOPMENT	8458 NE 9th St	6	14,14	1	Site redevelopment
TREE-WITH					
BUILDING/DEVELOPMENT	3265 Evergreen Point Road	2	10, 12	2	Correction, supplemental planting

^{*} Size meets minimum standards outlined in 16.52.090.D.4.



Report run on: 07/27/2022 03:03 PM

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-081	GENERAL	COMPLETED	Rob Kilmer	1306 EVERGREEN POINT RD	Description: Report of tree removal without a permit Action Taken: Visited site & confirmed that there is an issued tree removal permit for the work. The City Arborist will visit the site and confirm that the tree permit was followed as required.
CC-2022-082	STOP WORK ORDER	COMPLETED	Rob Kilmer	2857 76TH AVE NE	Description: Report of fence being built without a permit. Action Taken: Visited site to evaluate. Posted Stop Work Order.
CC-2022-083	GENERAL	COMPLETED	Rob Kilmer	1032 84TH AVE NE	Description: Report of a potentially hazardous tree by owner of neighboring property. Action Taken: Directed City Arborist to evaluate the tree and contact the property owner to provide any needed direction.
CC-2022-084	GENERAL	COMPLETED	Rob Kilmer	7661 NE 14TH ST	Description: Tree work vehicles observed Action Taken: Determined the scope of work to be limited trimming of branches. No further action taken.
CC-2022-085	GENERAL	COMPLETED	Rob Kilmer	7813 NE 10TH ST	Description: Report of refuse bins left in the ROW Action Taken: Visited property and attached notices to each garbage and recycling bins. Yard waste has not been collected yet.
CC-2022-086	GENERAL	COMPLETED	Rob Kilmer	7611 NE 12TH ST	Description: Observed tree being removed Action Taken: Confirmed that the removal was not in accordance with the issued tree removal permit for the project. Referred the issue to the tree inspector to address.
CC-2022-087	GENERAL	COMPLETED	Rob Kilmer	8105 OVERLAKE DR W	Description: Report of work vehicles blocking Right of Way. Action Taken: Visited site and required vehicles to move out of the road. Gave a verbal warning that the traffic control plan for the project is required to be followed or the project would be issued a Stop Work Order.

July Code Enforcement Report



AGENDA ITEM 5.1c

Report run on: 07/27/2022 03:03 PM

Case Number	Case Type	Case Status	Assigned To	Address	Case Text Assigned the Authority Control of the Con
CC-2022-088	CAP VIOLATION	COMPLETED	Rob Kilmer	2616 EVERGREEN POINT RD	Description: Observed construction debris not being property contained in the jobsite waste bin and portable toilet placed next to property line.
					Action Taken: Issued correction notice requiring both items to be resolved by end of day.
00 0000 000	SIGN VIOLATION	SIGN VIOLATION COMPLETED Rob Kilmer 7720 NE 24TH ST	Description: Commercial advertising sign observed from right-of-way, attached to utility pole.		
CC-2022-089	SIGN VIOLATION	COMPLETED	Rob Kilmer	ei 1720 NE 2411101	Action Taken: Removed sign and called the company to inform them of the municipal code restrictions on commercial signs.
00 2022 000	GENERAL	COMPLETED	Rob Kilmer	1536 79TH PL NE	Description: Received complaint regarding potential construction-related vehicles parked in right-of-way.
CC-2022-090	GENERAL	COMPLETED	Rob Miller		Action Taken: Visited area, spoke with homeowner. No vehicles were present. Requested that the homeowner call me directly if vehicles return.
CC-2022-091	GENERAL	COMPLETED	Rob Kilmer	Various	Description: Residential refuse bins observed along right- of-ways on Evergreen Point Road, NE 12th Street, & NE 10th Street.
					Action Taken: Placed notice tags on refuse bins.
					Description: Four trees removed without permit.
CC-2022-092	CITATION	OPENED	Rob Kilmer	7863 NE 10TH ST	Action Taken: Notice of Citation issued requiring property owner to submit a complete Administrative Tree Activity Permit by 8/12/22
CC-2022-093	GENERAL	COMPLETED	Rob Kilmer	Various	Description: Residential refuse bins observed along right-of-way on 78th PI NE.
					Action Taken: Placed notice tags on refuse bins.
CC-2022-094	GENERAL	COMPLETED	Rob Kilmer	7915 NE 24TH ST	Description: Report was received of work continuing in violation of an issued Stop Work Order.
					Action Taken: Visited site but no work was observed from right-of-way. Reminder notice sent to property owner.



July Code Enforcement Report

AGENDA ITEM 5.1c

Report run on: 07/27/2022 03:03 PM

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-095	STOP WORK ORDER	OPENED	Rob Kilmer	2610 82ND AVE NE	Description: Construction preparations for a concrete wall/addressing sign, approximately 3' tall by 5' wide in size, observed in the Right of Way. Action Taken: Posted Stop Work Order & spoke to home owner. Advised them that an approved Right of Way permit is required.
CC-2022-096	GENERAL	COMPLETED	Rob Kilmer	7608 NE 12TH ST	Description: Potential construction-related vehicle observed to be parked along right-of-way.
					Action Taken: Placed notice on vehicle and walked the area. Source of vehicle could not be determined.

Report run on: 08/31/2022 03:18 PM

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-099	SIGN VIOLATION	COMPLETED	Rob Kilmer	7611 NE 12th St	Description: Commercial sign displayed at construction site.
					Action Taken: Issued violation warning to project Agents and instructed that sign was to be removed by End of Day.
CC-2022-100	CAP VIOLATION	COMPLETED	Rob Kilmer	2221 78TH AVE NE	Description: Construction related vehicles observed parked in the ROW
					Action Taken: Formal warning issued to project Agent.
CC-2022-101	GENERAL	COMPLETED	Rob Kilmer	2627 78TH AVE NE	Description: Concern was reported over a subsidence of pavement along the curb of the street
CC-2022-101	GENERAL	COMPLETED	nob Kilmer	2027 701H AVE INE	Action Taken: Requested the help of Public Works and placed no parking signs around affected area. Reported issue to Director to be repaired.
CC-2022-102	SIGN VIOLATION	COMPLETED	Rob Kilmer	2415 78TH AVE NE	$\stackrel{-}{\text{D}}\text{escription:}$ Commercial advertising sign displayed in Right of Way
					Action Taken: Removed sign and contacted company owner.
CC-2022-103	GENERAL	COMPLETED	Rob Kilmer	1800 77th Ave NE	Description: Potential construction-related parking observed in ROW.
					Action Taken: Spoke with workers and determined that vehicles were landscaper related. No further action taken.
CC-2022-104	GENERAL	COMPLETED	Rob Kilmer	1010 84TH AVE NE	Description: Gravel observed to be piled on ROW sidewalk, obstructing walking path.
					Action Taken: Spoke with workers and directed them to move gravel out of ROW to clear the walking path.
					Description: Tree cutting work observed from ROW.
CC-2022-105	GENERAL	COMPLETED	Rob Kilmer	1034 76TH AVE NE	Action Taken: Spoke with homeowner and determined that work had been permitted properly. Majority of work involved pruning, with some limited cutting of large stumps left over from previous tree work.



August Code Enforcement Report

AGENDA ITEM 5.1c

Report run on: 08/31/2022 03:18 PM

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-106	GENERAL	COMPLETED	Rob Kilmer	2601 79TH AVE NE	Description: Tree work observed from ROW.
					Action Taken: Spoke with workers and determined that the work does not require permit as it is only routine pruning.
CC-2022-107	GENERAL	COMPLETED	Rob Kilmer	854 EVERGREEN POINT RD	Description: Work vehicles blocking one lane of ROW
00 2022 10.	<u> </u>	33.11. 22.23	Vida valline	Action Taker was for emer	Action Taken: Spoke with workers and determined that this was for emergency repairs to property drain pumps. No further action taken.
CC-2022-108	GENERAL	COMPLETED	Rob Kilmer	3450 EVERGREEN POINT RD	Description: Construction related activity observed from ROW
					Action Taken: Determined that the work was for soil sample boring for the purpose of design planning and does not require a permit. No further action taken.
CC-2022-097 ⁻	CAP VIOLATION	COMPLETED	Steve Wilcox	2450 78th Ave NE	Description: Construction Parking Violation observed.
					Action Taken: First warning sent to the agent.
CC-2022-098	CAP VIOLATION	COMPLETED	Steve Wilcox	2627 78th Ave NE	Description: Construction parking violation observed. Three vehicles observed to be parked within the ROW
					Action Taken: Spoke with project Agent and directed vehicles to be moved.



501 Evergreen Point Road, Medina WA 98039 425.233.6400 (ph) 425.451.8197 (fax) <u>www.medina-wa.gov</u>

August 19, 2022

To: Chaohua Chang, Jolie Liu, Assigned Agents

Cc: Steve Wilcox, Building Official

Via: Email; chcarch@gmail.com and deedeelao@gmail.com

Re: First warning regarding a violation of your Construction Activity Permit

Permit Number:

CAP-21-008

Inspection Type: Site Address:

Code Compliance 7611 NE 12th Street

Owner:

KD Real Estate Partners, LLC

Inspector.
Date:

Rob Kilmer 8/19/2022



Violation Type: Commercial sign displayed

Commercial signs. Permanent and temporary commercial signs shall not be erected and/or displayed on properties, or in the adjacent city right-of-way, having a principal use that is residential, except for real estate and event signs complying with the requirements in subsection (F) of this section. Medina Municipal Code 16.30.030 (E)(1)

Side displayed at northeast comer of lot.

Sincerely,

Rob Kilmer

Deputy Building Official

525-233-6413

rkilmer@medina-wa.gov



CITY OF MEDINA

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

Date: September 12, 2022

To: Honorable Mayor and City Council

Via: Stephen R. Burns, City Manager

From: Ryan Wagner, Finance & HR Director

Subject: August 2022 Financial Reporting

The August 2022 Reporting includes:

- July, August AP Check Register Activity Detail
- Updates from Finance Department
- August Cash Position Report

Key Items for August 2022

Finance Summary

REVENUE

- o \$27K in property taxes, \$2.5M to date (another major deposit expected in the fall
- \$168K in sales tax revenue, \$1.2M to date (Slightly under what was budgeted)
- o \$117K in REET Revenue collected in August. Expecting \$200K in September
- YTD REET \$1.11M (Slightly under what was budgeted)

EXPENSES

- \$382K for Payroll, heavy PD Overtime with Understaffing and Seafair/Medina Days
- o \$30.5K for June Attorney Fees
- o \$29K Gray and Osborne

2022 Beginning Cash Balance	8/31/2022	2022 Cash Balance, to date	
TOTAL CASH & INVESTMENTS		TOTAL CASH & INVESTMENTS	
Period Ending: 7/31/2022		Period Ending: 8/31/2022	
WA ST INV POOL	\$ 7,220,480	WA ST INV POOL	\$ 7,418,633
OTHER INVESTMENTS	4,000,000	OTHER INVESTMENTS*	4,000,000
CHECKING	596,770	CHECKING	401,426
	\$ 11,817,250		\$ 11,820,059

*Bond maturity dates:

\$500K bond (Mar 2020) 3/25/2025 \$1M bond (Aug 2020) 8/5/2024 \$1M bond (June 2022) 12/31/2022 \$1M bond (June 2022) 5/31/2023 \$500K bond (June 2022)

12/31/2025



CITY OF MEDINA

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

Date: September 12, 2022

To: Honorable Mayor and City CouncilVia: Stephen R. Burns, City Manager

From: Aimee Kellerman, City Clerk

Subject: Central Services Department Monthly Report

SEPTEMBER AND OCTOBER PUBLIC MEETINGS AND EVENTS

Event	Date	Time	Location
Park Board Meeting	Sep 19	5:00 pm	Virtual/Online
City Council Meeting	Sep 26	5:00 pm	In-Person/Online
Planning Commission Meeting	Sep 27	4:00 pm	Virtual/Online
City Council Meeting	Oct 10	5:00 pm	In-Person/Online
Park Board Meeting	Oct 17	5:00 pm	In-Person/Online
Planning Commission Meeting	Oct 25	4:00 pm	In-Person/Online
Shredder/Drug-Take Back/E-cycling Day	Oct 29	9:00 am –	Medina Park Parking
		12:00 pm	Lot

Meetings are publicly noticed on the City's three official notice boards, City website, and via GovDelivery. Occasionally notices require publication in the City's official newspaper, The Seattle Times. Public meetings scheduled after publication of this report can be found on the City's website.

COMMUNICATION TO OUR COMMUNITY

E-Notice Program: During the month of July and August, the City issued 30 bulletins amounting to a total of 122,235 bulletins delivered to subscribers; approximately 19.2% were opened. See **Attachment 1**.

As of August 31, the city had 13,320 subscribers (change in total subscribers +342), with a combined total of 124,714 subscriptions (change in total subscriptions +3,926).

RECORDS REQUESTS

As of August 31, 21 public records requests have been received by Central Services. See **Attachment 2**.

	Bulletins	Total	Total	Unique	Unique	Wireless
	Developed	Recipients	Delivered	Email Opens	Email Open	Recipients
Comparisons:						
July, 2022	17	66,926	61,741	8,809	18,5%	16,757
June, 2022	38	170,001	156,176	17,192	15.00%	48,346
May, 2022	21	93,246	86,088	9,650	14,8%	24,298
April, 2022	31	166,938	154,946	17,108	14.70%	45,327
March, 2022	21	108,426	100,766	11,437	15.00%	28,354
February, 2022	17	48,354	44,691	4,260	11.80%	10,350
January, 2022	25	101,589	94,429	10,651	14.20%	23,288
December, 2021	32	193,448	180,037	18,165	13.10%	49,149
November, 2021	27	100,179	93,226	7,593	10.20%	22,569
October, 2021	37	124,366	118,068	9,230	8.60%	21,579
September, 2021	25	86,280	80,364	6,546	10.10%	18,846
August, 2021	21	98,271	92,022	9,193	12.40%	21,013
July, 2021	17	46,230	43,222	4,020	10.80%	7,435
June, 2021	23	80,050	75,120	6,629	10.40%	13,924
					Emails	Email Open
Date Sent	•	Read Bulleting			Opened	Rate
/- / /	• ,	reparedness Co		eting (Virtual)		
07/01/2022 08:58 AM PDT	•	July 13 at 4:00	•		723	25%
07/01/2022 09:21 AM PDT		Ceremony and	Q&A Opport	tunity -	1 160	150/
07/08/2022 09:21 AM PDT		e Department	0.14/2.21/2.22 d C		1,168 1028	15% 29%
07/08/2022 01:59 PINI PDT		Bulletin - SR-52 Ceremony and			1028	29%
07/08/2022 02:01 PM PDT		e Department	QQA Opport	unity -	1,100	15%
0.70072022021	Tricania i one	е Верагентенте				1370
	You are invit	ed! Emergency	Preparednes	s Committee		
07/12/2022 02:08 PM PDT	Meeting tom	orrow Wed, Ju	ly 13 at 4:00	pm	841	27%
	Reminder - P	romotional Ce	remony and (Q&A		
07/13/2022 02:05 PM PDT		- Medina Polic			1,002	14%
07/45/2022 40.42 ANA DOT	-	- Medina City	Council Regu	lar Meeting -	4.070	450/
07/15/2022 10:43 AM PDT	CANCELLED				1,079	15%
07/15/2022 10:48 AM PDT	Medina New		6 6:	<u> </u>	1,523	19%
07/25/2022 09:00 AM PDT	•	Bulletin - Keep	•		818	28%
07/26/2022 02:49 PM PDT	Community E	Bulletin - Medir	na Days 2022		1,061	30%

	Bulletins	Total	Total	Unique	Unique	Wireless
	Developed	Recipients	Delivered	Email Opens	Email Open	Recipients
Comparisons:						
August, 2022	13	65,817	60,494	8,916	19.90%	18,579
July, 2022	17	66,926	61,741	8,809	18,5%	16,757
June, 2022	38	170,001	156,176	17,192	15.00%	48,346
May, 2022	21	93,246	86,088	9,650	14,8%	24,298
April, 2022	31	166,938	154,946	17,108	14.70%	45,327
March, 2022	21	108,426	100,766	11,437	15.00%	28,354
February, 2022	17	48,354	44,691	4,260	11.80%	10,350
January, 2022	25	101,589	94,429	10,651	14.20%	23,288
December, 2021	32	193,448	180,037	18,165	13.10%	49,149
November, 2021	27	100,179	93,226	7,593	10.20%	22,569
October, 2021	37	124,366	118,068	9,230	8.60%	21,579
September, 2021	25	86,280	80,364	6,546	10.10%	18,846
August, 2021	21	98,271	92,022	9,193	12.40%	21,013
July, 2021	17	46,230	43,222	4,020	10.80%	7,435
					Emails	Email Open
Date Sent	Top 10 Most	Read Bulletin	s During Aug	ust	Opened	Rate
08/02/2022 02:15 PM PDT	Medina Days	2022 - See Yo	u There!		1,347	16%
08/02/2022 02:55 PM PDT	Community I	Bulletin - Medii	na Days 2022		1,005	30%
08/04/2022 11:34 AM PDT	Attention - L	ong Time Resid	lent Stakehol	ders	1373	18%
08/05/2022 09:00 AM PDT	REMINDER -	Medina Days 2	.022!		1235	16%
08/08/2022 09:10 AM PDT		Medina Days 2			1,113	15%
08/11/2022 03:58 PM PDT	• .	Regional Home Hall - August 1		y (RHA)	1,271	17%
00/11/2022 03.36 PW PD1		Bulletin - New I		Officers'	1,2/1	1770
08/20/2022 05:38 PM PDT	•	my Graduation		Officers	1,066	32%
08/22/2022 12:22 PM PDT		ment Crack Se			656	22%
	•	blic Hearing - 2		ary Annual		
08/24/2022 02:45 PM PDT	Budget Septe	ember 12, 2022	2		1,311	17%
08/31/2022 07:16 AM PDT	Community I	Bulletin - Medii	na Schools Ba	ick in Session	900	30%



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: September 12, 2022

TO: Mayor and City Council

From: Aimee Kellerman, City Clerk

Subject: July and August 2022, Public Records Request Tracking

In July and August 2022, Central Services staff received **21** new public records requests. These requests required approximately **11hours** of Central Services staff time and **0 hours** of consulting time with the City Attorney. The overall July and August cost, which includes staff hourly rate plus benefits and City Attorney fees is approximately **\$420**.

In addition, the police department receives public records requests specific to police business that require records research and information distribution. In July and August 2022, the Police Department received **26** new records requests. These requests required approximately **3 hours** of staff time and **0 hours** of consulting time with the City Attorney. The overall July and August cost, which includes staff hourly rate plus benefits is approximately **\$210**. The requests are from outside law enforcement agencies, insurance carriers, the public and persons involved in the incidents.

July and August 2022 Monthly PRR Report

ATTACHMENT 2

July and August 2022 Monthly PRR Report

Run Date: 09/01/2022 3:50 PM

report									
Assigned Dept	Create Date	Reference No	Request Type	Required Completion Date	Summary	Customer Full Name	PRR - Type of Records Requested	Public Record Desired	Assigned Staff
Central Services	7/11/2022	P002451- 071122	Public Records Request	7/20/2022	Public Records Request	Braden Mineer	Building	Requesting a report of all issued and pending building permits for residential & commercial properties from 6/1/2022 to 6/30/2022. Report to include if possible: permit number, issue date, site addresses, valuation of project, description of work, contractor information and owner name. If a report is unavailable, then copies of the original permits would be more than adequate.	Dawn Nations
Central Services	7/11/2022	P002453- 071122	Public Records Request	7/20/2022	Public Records Request	Carol Gaston	Building	Home at 8637 NE 6th St. Medina, WA Building permits and any plans, etc. Buyers name and address	Dawn Nations
Central Services	7/13/2022	<u>P002454-</u> <u>071322</u>	Public Records Request	7/22/2022	Public Records Request	Jason Weber	Public Works	Per conversation with Ryan Osada, I would like to request all design documents, engineering plans, and correspondence regarding the 380' curb which has been installed, and the proposed stormwater work occurring in front of my house located at 446 Overlake Drive East. Thank you!	Dawn Nations
Central Services	7/13/2022	<u>P002455-</u> <u>071322</u>	Public Records Request	8/1/2022	Public Records Request	Larry Wattes	Development Services	Survey Info/Site Survey for 1125 Evergreen Pt. Rd.	Dawn Nations
Central Services	7/18/2022	P002459- 071822	Public Records Request	7/28/2022	Public Records Request	Tere Foster	Building	Good Afternoon: We would like to request any architectural plans you have for 8245 NE 26th St, Medina. Thank you, Allie w/Team Foster	Dawn Nations
Central Services	7/27/2022	P002465- 072722	Public Records Request	8/5/2022	Public Records Request	Jayme Davis	Building	Hello, I am looking for the variance drawings for a residential home at 3230 78th Place NE. This would be some time between 2003 and 2007. Thank you very much, Jayme Davis	Dawn Nations
Central Services	7/28/2022	P002467- 072822	Public Records Request	8/10/2022	Public Records Request	David McCourt	Building	2221 -78th Ave NE / B-21-082, 1800 77th Ave NE / B-20-056, 2036 Evergreen Pt. Rd / B-20-038 I previously requested B-20-056. I went back to revisit the link and it seems to have expired. Is this the norm with your system? We frequently need to look at floor plans over time- especially if a taxpayer appeals the SQ. FT. of the house. This will be a problem for us if there's not a way to fix the timeout situation. If not, we'll have to re-request the plans. If there's a fix for this that'd be great. If not, that'll be more work for everyone. Thanks! David	

Central Services	8/4/2022	P002472- 080422	Public Records Request	8/15/2022	Public Records Request	David McCourt	Building	Medina Permits: Please confirm if these are still open or closed. Thanks! David Assessments B-20-061 / 3655 Evergreen Pt. Rd B-19-007 / 3621 Evergreen Pt. Rd B-20-086 / 822 76th Ave NE B-19-013 / 8224 NE 8th ST B-19-084 / 7634 NE 12th ST B-21-053 / 7632 NE 14th ST B-19-063 / 2254 Evergreen Pt. Rd B-21-005 / 7777 Overlake DR W B-20-014 / 560 Overlake DR E M-20-054 / 1641 Evergreen Pt. Rd B-21-033 / 8604 NE 6th ST B-20=064 / 500 86th Ave NE	
Central Services	8/5/2022	P002474- 080522	Public Records Request	8/16/2022	Public Records Request	Carrie Barak	Human Resources	Copies of the new (2022) Collective Bargaining Agreements for your Commissioned (the last one we have expired 12/31/21) and Non-Commissioned (the last one we have expired 12/31/20). If either or both of these CBAs are not settled, could I please get the status?	Dawn Nations
Central Services	8/5/2022	P002475- 080522	Public Records Request	8/19/2022	Public Records Request	David McCourt	Building	B-18-017 / 1221 Evergreen Pt. Rd. Thanks! David Assessments	Dawn Nations
Central Services	8/8/2022	P002476- 080822	Public Records Request	8/17/2022	Public Records Request	Julie Yang	Building	To whom it may concern, We'd like to know the new construction's height for property address 8845 overlake dr w, medina , wa 98039.	Dawn Nations
Central Services	8/10/2022	<u>P002478-</u> <u>081022</u>	Public Records Request	8/19/2022	Public Records Request	Braden Mineer	Building	Requesting a report of all issued and pending building permits for residential & commercial properties from 7/01/2022 to 7/31/2022. Report to include if possible: permit number, issue date, site addresses, valuation of project, description of work, contractor information and owner name. If a report is unavailable, then copies of the original permits would be more than adequate.	
Central Services	8/15/2022	P002481- 081522	Public Records Request	8/24/2022	Public Records Request	David McCourt	Building	8604 NE 6th St / B-21-033 508 Upland Rd / B-20-012 7813 NE 10th St / B-21-026 7814 NE 14th St / B-20-045 Thank! David	· Dawn Nations
Central Services	8/17/2022	W002483- 081722	Police Records Request	9/1/2022	Police Records Request	Dana Adams		Would like the approved building plans for 2604 79th Ave NE, Medina. Thank you!	Dawn Nations
Central Services	8/17/2022	<u>P002484-</u> <u>081722</u>	Public Records Request	8/26/2022	Public Records Request	Ken Liang	Finance	Would you be able to provide the amount of city attorneys legal fees charged for the street vacation for 426 Upland Road which was similar vacation in 2020/21 as that is the same strip of land relating to my street vacation at 442/438 Upland Road. Thanks.	Dawn Nations
Central Services	8/19/2022	P002486- 081922	Public Records Request	9/9/2022	Public Records Request	Justin Kramer	Finance	Pursuant to the Public Records Act, this is a request for a copy of the following records: An electronic copy of 'any' and 'all' vendor payee payments for the year 2021. Production shall include the vendor name; vendor address; vendor city; vendor state name; vendor zip code; Check Date/ ACH Date; Check Number/ACH code; Check Amount/ ACH Amount; department; agency; type of payment (i.e. contract, grant, etc.) and description of products or services/ purpose of payment.	Dawn Nations

Central Services	8/22/2022	<u>P002488-</u> <u>082222</u>	Public Records Request	8/31/2022	Public Records Request	Wagner Jumaquio	Building	Would you please share any Pre-application and Land Use submittals for multifamily and residential developments since July 23, 2022 for projects 30 units and up?	Dawn Nations
Central Services	8/24/2022	P002493- 082422	Public Records Request	9/5/2022	Public Records Request	Zhongjie Li	Building	Survey map for 2511 Medina Cir., to determine the border line with neighbors.	Dawn Nations
Central Services	8/29/2022	P002496- 082922	Public Records Request	9/7/2022	Public Records Request	Gwen Mehra	Building	7617 NE 24th Street, Medina, WA 98039 Building Plans	Dawn Nations
Central Services	8/30/2022	P002497- 083022	Public Records Request	9/9/2022	Public Records Request	Homeowner Aju Kuruvilla	Building	Permitted Plan Set for Remodel	Dawn Nations
Central Services	8/31/2022	P002499- 083122	Public Records Request	9/9/2022	Public Records Request	David McCourt	Building	822-76th Ave NE / B-20-086	Dawn Nations





CITY OF MEDINA

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

Date: September 12, 2022

To: Honorable Mayor and City CouncilVia: Stephen R. Burns, City ManagerFrom: Ryan Osada, Public Works Director

Subject: Public Works Monthly Report

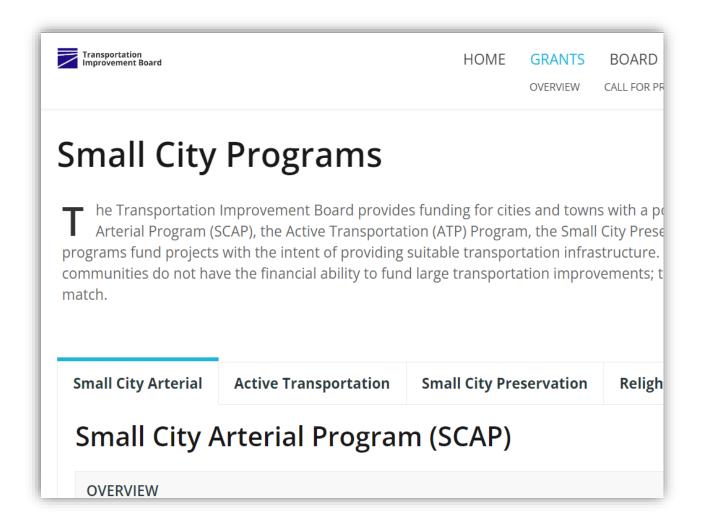
1. NE 7TH **STREET IMPROVEMENTS** – Kamins Construction started the stormwater portion of the project last month which is scheduled to complete September 15th. The second phase of the project will be to perform pavement repairs, grind and overlay the surface of NE 7th Street. Pavement striping and landscape restoration will follow the overlay with substantial completion expected September 29th.



2. TIB 2022 CRACK SEALING PROJECT — In 2022, the Transportation Improvement Board (TIB) incorporated a maintenance program as part of the pavement preservation program. This new program provides several pavement repair options to extend the life of asphalt overlays. As a pilot to this new program, TIB awarded grants to cities allowing them to start the preliminary phases of preventative maintenance.



3. TIB SMALL CITY APPLICATIONS — Public Works submitted three grant applications to the Transportation Improvement Board for the 2022-2023 funding cycle. The applications included overlaying Upland Road, installing sidewalks on 81st Ave NE and additional crack sealing. TIB will meet in October 2022 to review the applications and reveal their project selection list in November 2022.



4. MAINTENANCE - Summer has been increasingly busier for the Public Works crew. The parks are frequently used by our neighboring cities, especially Bellevue. Regular maintenance such as garbage requires multiple runs daily and overtime for weekend attendance. We are also dealing with keeping our plants and trees watered during the long periods of hot dry weather. Public Works also assists with summer events such as Medina Days and the Seafair festivities.



5. PROJECT UPDATES -

2015 Medina Park Stormwater Pond Imp. – We are looking into alternate ways to dredge the stormwater ponds. Overlake Golf & Country Club is applying for a permit to dredge the northern ponds. Depending on the outcome, the city may use the same method.

2017 Medina Beach Park Tree Replanting – Phase III tree planting.

Medina Park Playground Improvements – completed

Post Office Floor Replacement – Our public works staff will evaluate the subfloor structure and recommended replacement scope.

Citywide Stormwater System Mapping & Evaluation – G&O has completed most of the mapping. We are currently working on scoping and mapping the storm infrastructure that is located on several private properties.

2022 Hazardous Tree Removal - in review

NE 12th Street Sidewalk Improvements & Undergrounding – Finalizing 90% construction drawings. Still waiting for final drawings for luminaire locations. First round of notices was sent to residents along the corridor. *Revised construction schedule Summer 2023*.

77th Ave NE Stormwater Repair – completed

TIB_NE 7th Street Overlay - 84th Ave NE to Overlake Dr - expected to complete Sept 29th

77th Ave NE Storm Repair Phase 2 & Phase 3 – partially completed with Phase 1

2022 Localized Repair_Stormwater – site added on Overlake Dr E

2022 City Hall Repairs – Miscellaneous – in review

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number
Moberly & Roberts, PLLC	1044 July	Prosecution Services	\$4,000.00	63907
			\$4,000.00	63907 Total
Sound View Strategies, LLC	2694	June Consulting Services	\$3,000.00	63917
			\$3,000.00	63917 Total
Summit Law Group	137661	Special Council	\$805.00	63922
			\$805.00	63922 Total
Stewart MacNichols Harmell, Inc., PS	June 2022 INV	Public Defender Services	\$250.00	63921
			\$250.00	63921 Total
Staples Business Advantage	8066744272	City Hall Office Supplies	\$436.95	63919
			\$436.95	63919 Total
Spot-On Print & Design	56995	Burns Business Cards	\$52.36	63918
			\$52.36	63918 Total
Pitney Bowes Global Financial Services LLC	3315930511	Postage Meter Lease	\$451.45	63910
			\$451.45	63910 Total
Konica Minolta Premier Finance	76753353	CH Copier	\$1,751.89	63903
			\$1,751.89	63903 Total
Pro-shred	54583	Shredding Services	\$55.66	63911
			\$55.66	63911 Total
Daily Journal of Commerce	3379544	NE 7th Street Call for Bid	\$233.20	63888
			\$233.20	63888 Total
Seattle Times, The	22350-944	Legal Notices, and recruitment	\$3,891.48	63915
			\$3,891.48	63915 Total
Puget Sound Energy	June 200018418620	City Hall Gas/Electric	\$1,399.63	63913
			\$1,399.63	63913 Total
Bellevue City Treasurer - Water	Q2 -05065006	City Hall Water and Waste Water	\$726.26	63879
			\$726.26	63879 Total
Spot-On Print & Design	57004	Summer Newsletter	\$597.30	63918
			\$597.30	63918 Total
Buenavista Services, Inc	9819	Post Office Janitorial Services	\$2,037.75	63881
			\$2,037.75	63881 Total
Statewide Security	213785	Reset Access Control System	\$225.93	63920
Statewide Security	214059	Quarterly Invoice Fire Alarm	\$617.66	63920
D 0 1	0040	D. I. 1. 11. 11.	\$843.59	63920 Total
Buenavista Services, Inc	9818	Parks Janitorial Services	\$1,158.62	63881
			\$1,158.62	63881 Total

Pacific Power Group, LLC	912058-00	City Hall Generator Repair	\$568.94	63909
			\$568.94	63909 Total
SHI International Corp	B15404947 June	Azure Overages	\$510.15	63916
			\$510.15	63916 Total
KC Office of Finance	11012425	KC INET	\$375.00	63901
			\$375.00	63901 Total
8X8, Inc.	3467521	City Hall Phones	\$915.60	63874
			\$915.60	63874 Total
Message Watcher, LLC	48555	Email, Website Archiving	\$246.00	63905
			\$246.00	63905 Total
Johnston, Willard Max	Leoff 1 Member	Leoff 1 Reimbusement	\$421.13	63900
			\$421.13	63900 Total
911 Supply Inc	INV-2-19588	Hero's Pride Cross	\$10.33	63875
			\$10.33	63875 Total
Michael & JJ , LLC	1193	PD Dry Cleaning	\$107.93	63906
			\$107.93	63906 Total
911 Supply Inc	SO-2-22799	Recess Badge Holder	\$24.21	63875
			\$24.21	63875 Total
Staples Business Advantage	8066744272	PD Office Supplies	\$309.46	63919
			\$309.46	63919 Total
US Bank Voyager Fleet Sys.	8693624262228	PD Fuel	\$7,211.60	AutoPay 7.18.22
			\$7,211.60	AutoPay 7.18.22 Total
LexisNexis Risk Management - Account 1011660	1011660-20220531	Investigating Tool	\$116.81	63904
			\$116.81	63904 Total
WA ST Patrol	122007357	Background Checks	\$55.00	63928
			\$55.00	63928 Total
Public Safety Testing, Inc.	2022-502	P2 Dues	\$147.00	63912
1611 1 00 1	L/DD0000 000		\$147.00	63912 Total
Kirkland, City of	KPD2022-023	Inmate Housing	\$127.00	63902
			\$127.00	63902 Total
Centurylink	759B 6/17/22	June Charges PD Phone	\$242.70	63883
ATOT 14 1 1111	007007075040\/0007000		\$242.70	63883 Total
AT&T Mobility	287287975246X06272022	PD Patrol Car Connection	\$1,541.68	63877
			\$1,541.68	63877 Total
Instrument Technologies Inc.	W220602	Evidence Scale Calibration	\$130.00	63898

			\$130.00	63898 Total
Comcast	8498330081741723 July	700 LWB NE Camera	\$260.87	63885
Comcast	8498330130197935 July	1000 LWB NE Camera	\$245.36	63885
			\$506.23	63885 Total
Puget Sound Energy	June 200004844904	ODE Camera	\$35.54	63913
Puget Sound Energy	June 200004844698	NE 10th St Camera	\$33.17	63913
Puget Sound Energy	June 2000024956076	82nd Ave NE Camera	\$28.53	63913
			\$97.24	63913 Total
AM Test Inc	127958	Fecal Coliform analysis	\$50.00	63876
			\$50.00	63876 Total
Issaquah, City of	June INV	Waterfront training Lifeguards	\$875.00	63899
			\$875.00	63899 Total
Home Depot Credit Services	4711 00007	Bench and table Nuts and Bolts	\$154.11	63895
			\$154.11	63895 Total
Horizon	3M439266	Irrigation and Turf Maintenance	\$1,083.12	63896
			\$1,083.12	63896 Total
Turf Star, Inc.	7232883-00	Toro Mower Parts	\$119.26	63924
			\$119.26	63924 Total
Horizon	3M438309	Irrigation Supplies	\$453.84	63896
			\$453.84	63896 Total
Home Depot Credit Services	4711 00021	Fencing for Herens (Medina Park)	\$412.76	63895
			\$412.76	63895 Total
WA ST Dept of Transportation	FB91017012221	PW Equipment Fuel	\$834.95	63927
			\$834.95	63927 Total
AT&T MOBILITY	287290584494X06132022	PW Cell Phones	\$275.52	63878
			\$275.52	63878 Total
Comcast	8498330130193587 July	Public Works Internet	\$146.36	63885
			\$146.36	63885 Total
Dude Solutions, Inc.	INV-117117	Virtual Consulting Service	\$2,080.89	63890
			\$2,080.89	63890 Total
Puget Sound Energy	June 200012316424	Medina Park Shop Power	\$450.02	63913
			\$450.02	63913 Total
Bellevue City Treasurer - Water	Q2 -07522006	Fairweather Park Irrigation	\$121.96	63879

Bellevue City Treasurer - Water	Q2 -05066001	Beach Park Irrigation	\$206.31	63879
Bellevue City Treasurer - Water	Q2 -05172008	Medina Park Irrigation	\$1,442.15	63879
			\$1,770.42	63879 Total
Puget Sound Energy	June 200004844466	View Pt. Park Power	\$15.31	63913
			\$15.31	63913 Total
Cressy Door Company, Inc.	173938	Public Works Door Service	\$543.45	63886
			\$543.45	63886 Total
Cdw Government Inc	Z981935	Cisco Amp Umbrella	\$3,563.99	63882
			\$3,563.99	63882 Total
AT&T Mobility	287287975246X06272022	IT Equipment	\$1,027.78	63877
			\$1,027.78	63877 Total
FCI - Custom Police Vehicles	14471	Medina20SRG Principal	\$824.82	63891
FCI - Custom Police Vehicles	14473	Vin: 1F4RDJA1LC269558 Principal	\$785.93	63891
FCI - Custom Police Vehicles	14469	Vin: 1FM5K8AR3JGA73377 Principal	\$1,883.31	63891
FCI - Custom Police Vehicles	14470	Medina20CAP Principal	\$704.03	63891
FCI - Custom Police Vehicles	14472	Vin: 1C4SDJFT7MC697823 Principal	\$999.44	63891
FCI - Custom Police Vehicles	14471	Medina20SRG Interest	\$256.26	63891
FCI - Custom Police Vehicles	14469	Vin: 1FM5K8AR3JGA73377 Interest	\$191.49	63891
FCI - Custom Police Vehicles	14473	Vin: 1F4RDJA1LC269558 Interest	\$207.79	63891
FCI - Custom Police Vehicles	14472	Vin: 1C4SDJFT7MC697823 Interest	\$369.52	63891
FCI - Custom Police Vehicles	14470	Medina20CAP Interest	\$235.09	63891
			\$6,457.68	63891 Total
Horizon	3M43310	Weeding Hoes	\$75.02	63896
			\$75.02	63896 Total
Gray & Osborne, Inc.	10-20597	Prof. Services from May 22 - June 18	\$647.73	63892
			\$647.73	63892 Total
Clyde Hill, City of	2022-8	Signal 84th and 24th	\$4,602.24	63884
			\$4,602.24	63884 Total
WA ST Dept of Ecology	RS-000000244	Stormwater Monitoring	\$1,499.00	63926
			\$1,499.00	63926 Total
Horticultural Elements, Inc.	6605	84th Ave NE Median Mainenance	\$4,490.00	63897
			\$4,490.00	63897 Total
Utilities Underground Location Ctr	2060181	Utilitiy Location Services	\$67.08	63925
			\$67.08	63925 Total
Puget Sound Energy	June 220013672732	Street Light Power	\$29.23	63913

Puget Sound Energy	June 220013665165	Street Light Power	\$12.38	63913
Puget Sound Energy	June 220014371946	Street Light Power	\$105.72	63913
Puget Sound Energy	June 220014371912	Street Light Power	\$1,739.56	63913
			\$1,886.89	63913 Total
Davidson-Macri Sweeping, Inc.	225937	Street Sweeping	\$2,223.19	63889
			\$2,223.19	63889 Total
Clyde Hill, City of	2022-8	84th Irrigation	\$268.91	63884
			\$268.91	63884 Total
Bellevue City Treasurer - Water	Q2 -90108897	Lake Washington Blvd Irrigation	\$68.93	63879
Bellevue City Treasurer - Water	Q2 -14971001	84th/ 24th Irrigation	\$121.96	63879
			\$190.89	63879 Total
Herc Equipment Rental Corporation	32827920-002	Compact Track Loader for Playground	\$2,643.51	63893
			\$2,643.51	63893 Total
R&R Construction, Inc.	9474	Saw Cut Ends of Existing Curb (Playground)	\$3,765.42	63914
R&R Construction, Inc.	9476	2102 Medina Playground Installation	\$29,846.20	63914
			\$33,611.62	63914 Total
Highwire, Inc.	2907	2102 Medina PK Playground Surfacing	\$20,214.36	63894
			\$20,214.36	63894 Total
Gray & Osborne, Inc.	4-22488.01	NE 7th Overlay Non TIB	\$2,919.63	63892
Gray & Osborne, Inc.	2-22488	NE 7th Overlay Non TIB	\$9,156.87	63892
Gray & Osborne, Inc.	2-22503	License Plate Recognition	\$3,295.77	63892
Gray & Osborne, Inc.	2-22512	General Engineering Services	\$1,441.04	63892
Gray & Osborne, Inc.	18-21441	2101 NE 12th	\$414.54	63892
			\$17,227.85	63892 Total
Spot-On Print & Design	56875	Business Cards	\$157.08	63918
			\$157.08	63918 Total
WA ST Dept of Transportation	FB91017012221	Dev Services Inspection Vehicle Fuel	\$120.25	63927
			\$120.25	63927 Total
CWA Consultants	22-239	B22-030 8467 Midland Road Review	\$3,080.00	63887
			\$3,080.00	63887 Total
Blueline Group LLC, The	23907	19-075 Medina Planning on Call Services	\$600.00	63880
			\$600.00	63880 Total
Gray & Osborne, Inc.	June Dev Services Invs	Grading and Drainage Services	\$7,624.16	63892
			\$7,624.16	63892 Total
Otak, Inc.	000062200075	Medina General landscape	\$214.50	63908
			\$214.50	63908 Total

AGENDA ITEM 6.1

Tree Solutions, Inc.	June Various Invoices	Tree Code Consulting (March-May)	\$23,861.25	63923
			\$23,861.25	63923 Total
US Bank	Credit Card Services	Beverages and Cookies for Open House	\$61.58	
		Beverages and Cookies for Council Meeting	\$53.51	
		SAM Registration (Three Year)	\$1,500.00	
		Office Supplies- Coffee	\$23.35	
		Credit for Hotel	(\$246.40)	
		Lodging for NW Clerks Training	\$491.56	
		Dinner Meal for Training	\$22.80	
		Dinner Meal for Training	\$28.98	
		Web Services for Internet Logs	\$449.00	
		Public Storage	\$839.00	
		IT Training for Council Chambers	\$71.83	
		Web Services Internet Logs	\$0.29	
		Uniforms Hadland	\$251.77	
		Uniforms Scott	\$251.77	
		Swiffer	\$25.88	
		Swiffer	\$31.09	
		PD Office Supplies	\$37.41	
		Privacy Screen	\$211.36	
		PD Office Supplies	\$40.47	
		Cleaning Cloths	\$33.02	
		Ammo/Range	\$59.42	
		Good to go Pass	\$100.00	
		Chief Tabs	\$434.92	
		Plaque	\$162.88	
		Plaque	\$288.14	
		Sergeant Test Materials	\$10.95	
		Training -Bell	\$317.94	
		Training -Halverson	\$150.00	
		Training -Anderson	\$150.00	
		Crime Prevention Education Tools	\$1,730.37	
		Recruitment	\$207.04	
		Lifeguard Office Supplies	\$39.92	
		Lifeguard Orientation Meeting Waters	\$136.67	
		Lifeguard Orientation Waters	\$80.62	

AGENDA ITEM 6.1

\$39.06

		Lifeguard Beach Supplies	\$109.47	
		Lifeguard Chairs	\$49.42	
		Lifeguard Beach Poop Scoop	\$36.56	
		Tree Watering Bags	\$441.54	
		Center Punch Set	\$66.05	
		Shop Supplies	\$156.82	
		Pressure Washer Parts	\$331.65	
		Uniforms	\$72.67	
		Uniforms	\$148.49	
		Uniforms	\$192.62	
		Skilsaw	\$219.10	
		Spill Kit for Building Dept	\$159.37	
		Diesel for Playground Equipment	\$300.00	
		Diesel for Playground Equipment	\$269.99	
		Tree Code Update Open House Posters	\$213.04	
		rice dead opacie open ricade reciere	φ213.0 4	
		The code opade open risase resides	\$10,852.99	
		The code opade open node record		AP Total
nyroll nyroll nyroll nyroll nyroll	July 2022 Payroll July 2022 Payroll July 2022 Payroll July 2022 Payroll July 2022 Payroll July 2022 Payroll	Payroll Payroll Payroll Payroll Payroll	\$10,852.99 \$191,828.13 \$19,501.55 \$12,297.83 \$34,960.36 \$155,508.08 \$27,694.38	Total Total Total Total Total
yroll yroll yroll yroll yroll	July 2022 Payroll July 2022 Payroll July 2022 Payroll July 2022 Payroll July 2022 Payroll	Payroll Payroll Payroll Payroll Payroll Payroll Payroll	\$10,852.99 \$191,828.13 \$19,501.55 \$12,297.83 \$34,960.36 \$155,508.08 \$27,694.38 \$13,715.62	Total Total Total Total Total Total
yroll yroll yroll	July 2022 Payroll July 2022 Payroll July 2022 Payroll July 2022 Payroll	Payroll Payroll Payroll Payroll Payroll	\$10,852.99 \$191,828.13 \$19,501.55 \$12,297.83 \$34,960.36 \$155,508.08 \$27,694.38	Total Total Total Total Total

Lifeguard - Water Supplies

Check Date	Account Number	Account Description
7/4/2022	001-000-000-512-50-40-10	Municipal Court-Traffic/NonTrf
7/4/2022	001-000-000-513-10-41-00	Professional Services
7/4/2022	001-000-000-515-45-40-00	Special Counsel
7/4/2022	001-000-000-515-91-40-00	Public Defender
7/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
7/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
7/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
7/4/2022	001-000-000-518-10-41-00	Professional Services
7/4/2022	001-000-000-518-10-41-00	Professional Services
7/4/2022	001-000-000-518-10-44-00	Advertising
7/4/2022	001-000-000-518-10-44-00	Advertising
7/4/2022	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
7/4/2022	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
7/4/2022	001-000-000-518-10-49-30	Postcard, Public information
7/4/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
7/4/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
7/4/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
7/4/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg

7/4/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
7/4/2022	001-000-000-518-80-41-50	Technical Services, Software Services
7/4/2022	001-000-000-518-80-41-50	Technical Services, Software Services
7/4/2022	001-000-000-518-80-41-50	Technical Services, Software Services
7/4/2022	001-000-000-518-80-41-50	Technical Services, Software Services
7/4/2022	001-000-000-521-20-21-10	Personnel Benefits-Retirees
7/4/2022	001-000-000-521-20-22-00	Uniforms
7/4/2022	001-000-000-521-20-22-00	Uniforms
7/4/2022	001-000-000-521-20-22-00	Uniforms
7/4/2022	001-000-000-521-20-31-00	Office Supplies
7/10/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
7/4/2022	001-000-000-521-20-41-00	Professional Services
7/4/2022	001-000-000-521-20-41-50	Recruitment-Background
7/4/2022	001-000-000-521-20-41-50	Recruitment-Background
7/4/2022	001-000-000-521-20-41-55	Jail Service-Prisoner Board
7/4/2022	001-000-000-521-20-42-00	Communications (phone,Pagers)
7/4/2022	001-000-000-521-20-42-00	Communications (phone,Pagers)
7/4/2022	001-000-000-521-20-48-00	Repairs & Maint-Equip & Evidence SW

7/4/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
7/4/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
7/4/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
7/4/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
7/4/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
7/4/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/4/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/4/2022	001-000-000-576-80-31-00	Operating Supplies
7/4/2022	001-000-000-576-80-32-00	Vehicle Fuel & Lube
7/4/2022	001-000-000-576-80-42-00	Telephone/postage
7/4/2022	001-000-000-576-80-42-00	Telephone/postage
7/4/2022	001-000-000-576-80-43-00	Travel & Training
7/4/2022	001-000-000-576-80-47-00	Utilities
7/4/2022	001-000-000-576-80-47-00	Utilities

7/4/2022	001-000-000-576-80-47-00	Utilities
7/4/2022	001-000-000-576-80-47-00	Utilities
7/4/2022	001-000-000-576-80-47-00	Utilities
7/4/2022	001-000-000-576-80-48-00	Repair & Maint Equipment
7/4/2022	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
7/4/2022	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
17-7/2022	001 000 000 004 14 04 00	Only Hair H HW/OW > \$000 Capital Cullay
7/4/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
7/4/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
7/4/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
7/4/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
7/4/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
7/4/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
7/4/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
7/4/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
7/4/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
7/4/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
7/4/2022	101-000-000-542-30-31-00	Operating & Maintenance Supplies
7/4/2022	101-000-000-542-30-41-00	Professional Services
7/4/2022	101-000-000-542-30-41-00	Professional Services
7/4/2022	101-000-000-542-30-41-03	NPDES Grant
7/4/2022	101-000-000-542-30-41-10	Road & Street Maintenance
7/4/2022	101-000-000-542-30-47-00	Utility Services
7/4/0000	404 000 000 540 00 44 00	O. A. L. L. LINERO
7/4/2022	101-000-000-542-63-41-00	Street Light Utilities

7/4/2022	101-000-000-542-63-41-00	Street Light Utilities
7/4/2022	101-000-000-542-63-41-00	Street Light Utilities
7/4/2022	101-000-000-542-63-41-00	Street Light Utilities
7/4/2022	101-000-000-542-67-41-00	Street Cleaning
7/4/2022	101-000-000-542-70-40-00	Street Irrigation Utilities
7/4/2022	101-000-000-542-70-40-00	Street Irrigation Utilities
7/4/2022	101-000-000-542-70-40-00	Street Irrigation Utilities
7/4/2022	307-000-000-594-76-63-20	Park Improvements
7/4/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
7/4/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
7/4/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
7/4/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
7/4/2022	307-000-000-595-30-63-10	Sidewalk Improvements
7/4/2022	401-000-000-558-60-31-00	Operating Supplies
7/4/2022	401-000-000-558-60-32-00	Vehicle Expenses - Gas, Oil, Maint.
7/4/2022	401-000-000-558-60-41-00	Professional Services
7/4/2022	401-000-000-558-60-41-01	Planning Consultant
7/4/2022	401-000-000-558-60-41-07	Engineering Consultant
7/4/2022	401-000-000-558-60-41-50	Landscape Consultant

7/4/2022	401-000-000-558-60-41-50	Landscape Consultant
7/31/2022 7/31/2022	001-000-000-511-60-49-00	Miscellaneous
1/31/2022	001-000-000-511-60-49-00	Miscellaneous
7/31/2022	001-000-000-514-20-41-01	Professional Services
7/31/2022	001-000-000-518-10-31-00	Office And Operating Supplies
7/31/2022	001-000-000-518-10-43-00	Travel & Training
7/31/2022	001-000-000-518-10-43-00	Travel & Training
7/31/2022	001-000-000-518-10-43-00	Travel & Training
7/31/2022	001-000-000-518-10-43-00	Travel & Training
7/31/2022	001-000-000-518-10-44-00	Advertising
7/31/2022	001-000-000-518-30-45-00	Facility Rental
7/31/2022	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
7/31/2022	001-000-000-518-80-41-50	Technical Services, Software Services
7/31/2022	001-000-000-521-20-22-00	Uniforms
7/31/2022	001-000-000-521-20-22-00	Uniforms
7/31/2022	001-000-000-521-20-31-00	Office Supplies
7/31/2022	001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
7/31/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
7/31/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
7/31/2022	001-000-000-521-20-41-00	Professional Services
7/31/2022	001-000-000-521-20-41-00	Professional Services
7/31/2022	001-000-000-521-20-41-50	Recruitment-Background
7/31/2022	001-000-000-521-20-43-00	Travel & Training
7/31/2022	001-000-000-521-20-43-00	Travel & Training
7/31/2022	001-000-000-521-20-43-00	Travel & Training
7/31/2022	001-000-000-521-20-49-60	Crime Prevention/Public Educ
7/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards

7/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
7/31/2022	001-000-000-576-80-22-00	Uniforms
7/31/2022	001-000-000-576-80-31-00	Operating Supplies
7/31/2022	001-000-000-576-80-31-00	Operating Supplies
7/31/2022	001-000-000-576-80-48-00	Repair & Maint Equipment
7/31/2022	101-000-000-542-30-22-00	Uniforms
7/31/2022	101-000-000-542-30-22-00	Uniforms
7/31/2022	101-000-000-542-30-22-00	Uniforms
7/31/2022	101-000-000-542-30-35-00	Small Tools/minor Equipment
7/31/2022	101-000-000-542-30-41-00	Professional Services
7/31/2022	307-000-000-594-76-63-20	Park Improvements
7/31/2022	307-000-000-594-76-63-20	Park Improvements
7/31/2022	401-000-000-558-60-31-00	Operating Supplies

7/29/2022	001-000-000-513-10-11-00	Salaries, Wages & Benefits
7/29/2022	001-000-000-514-20-11-00	Salaries, Wages & Benefits
7/29/2022	001-000-000-518-10-11-00	Salaries, Wages & Benefits
7/29/2022	001-000-000-521-20-11-00	Salaries, Wages & Benefits
7/29/2022	101-000-000-542-30-11-01	Salaries, Wages & Benefits
7/29/2022	001-000-000-571-00-10-00	Salaries, Wages & Benefits
7/29/2022	001-000-000-576-80-11-00	Salaries, Wages & Benefits
7/29/2022	401-000-000-558-60-11-00	Salaries, Wages & Benefits

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
Hannah, Ava	July22 Reim. AH	Lefeguard Traning Blended Learning	\$236.00 \$236.00	EFT Payment 8/4/2022	8/4/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
Musolino, William	July22 Reim WM	Lifeguard training Blended Learning	\$270.46 \$270.46	EFT Payment 8/4/2022	8/4/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
Schuler, Riley	July22 Reim. RS	Lifeguard Training - Blended Learning	\$302.78 \$302.78	EFT Payment 8/4/2022	8/4/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
Tyshler, Daniel	July22 Reim. DT	Lifeguard training Blended Learning	\$302.78 \$302.78	EFT Payment 8/4/2022	8/4/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
Tyshler, Jonathan	July22 Reim. JT	Lifeguard Training _ Blended Learning	\$302.78 \$302.78	EFT Payment 8/4/2022	8/4/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
8X8, Inc.	Invoice - #3500852	CH Phones	\$915.81 \$915.81	63975	8/16/2022	001-000-000-518-80-41-50	Technical Services, Software Services
911 Supply Inc	INV-2-20134	PD Uniforms - Captain	\$175.06	63930	8/4/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-20133 Invoice - #INV-2-20134, #INV-	PD Uniforms - Gidlof PD Uniforms - Chaplain M.	\$82.56	63930	8/4/2022	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	2-20133, #INV-2-20610	Ryan, A. Gidlof, C.Hadland	\$299.15 \$556.77	63976	8/16/2022	001-000-000-521-20-22-00	Uniforms
AM Test Inc	Invoice - #128582	Water Testing	\$50.00 \$50.00	63977	8/16/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
	Invoice -						Communications
AT&T Mobility	#287287975246X07272022	Patrol Car Connection	\$913.97	63978	8/16/2022	001-000-000-521-20-42-00	(phone,Pagers)
AT&T MOBILITY	287290584494X07132022	PW Cell Phones	\$552.36 \$1,466.33	63931	8/4/2022	001-000-000-576-80-42-00	Telephone/postage
AutoNation Chrysler, Jeep,			, ,				
Dodge Bellevue	Invoice - #310787	Maintenance Car #26	\$1,326.50 \$1,326.50	63979	8/16/2022	001-000-000-521-20-48-10	Repairs & Maint-Automobiles
Bellevue City Treasurer - Water	JUL-90107027	View Point Park Water	\$68.93	63932	8/4/2022	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	JUL-02623004	View Point Park Water	\$68.93 \$137.86	63932	8/4/2022	001-000-000-576-80-47-00	Utilities
Blueline Group LLC, The	23926	HNA-DS	\$4,040.00	63933	8/4/2022	001-000-000-518-10-41-00	Professional Services

		Building Permit Zoning					
Blueline Group LLC, The	Invoice - #24104	Review	\$1,310.00	63980	8/16/2022	401-000-000-558-60-41-01	Planning Consultant
		Housing Action Plan					
Blueline Group LLC, The	Invoice - #24208	Analysis	\$5,040.00	63980	8/16/2022	401-000-000-558-60-41-01	Planning Consultant
		Building Permit Zoning					
Blueline Group LLC, The	Invoice - #24102	Review	\$390.00	63980	8/16/2022	401-000-000-558-60-41-01	Planning Consultant
			\$10,780.00				
BRC Acoustics & Audiovisual							
Design	26787	Sound Test Inspections	\$2,220.97	63934	8/4/2022	401-000-000-558-60-41-08	Sound Testing Consultant
BRC Acoustics & Audiovisual							
Design	Invoice - #26819	Sound Test SUCS	\$1,325.87	63981	8/16/2022	401-000-000-558-60-41-08	Sound Testing Consultant
			\$3,546.84				
Buenavista Services, Inc	9883	Janitorial Supplies	\$3,086.36	63935	8/4/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$3,086.36				
Centurylink	July 2022 049B	CH Terminal	\$172.14	63936	8/4/2022	001-000-000-518-10-42-00	Postage/Telephone
	August 7 through September						
Centurylink	7, 2022 Century Link	CH Terminal	\$174.73	63982	8/16/2022	001-000-000-518-10-42-00	Postage/Telephone
							Communications
Centurylink	July22 384B	PD Emergency Line	\$134.99	63936	8/4/2022	001-000-000-521-20-42-00	(phone,Pagers)
							Communications
Centurylink	July22 759B	PD Phone and Fax	\$249.46	63936	8/4/2022	001-000-000-521-20-42-00	(phone,Pagers)
	August 8 through September						Communications
Centurylink	8, 2022 Century Link	PD Emergency Line	\$136.66	63982	8/16/2022	001-000-000-521-20-42-00	(phone,Pagers)
Centurylink	Jul22 070B	PW Shop Alarm/Fire	\$131.68	63936	8/4/2022	001-000-000-576-80-42-00	Telephone/postage
			\$999.66				
							Repairs & Maint- HW/SW
Comcast	7/09/22 -3223	NE 24th St Camera	\$245.36	63937	8/4/2022	001-000-000-521-20-48-20	Maint Cameras
							Repairs & Maint- HW/SW
Comcast	7/9/22 - 3264	8.49833E+15	\$245.36	63937	8/4/2022	001-000-000-521-20-48-20	Maint Cameras
	Services from August 07						
	through September 06, 2022						Repairs & Maint- HW/SW
Comcast	1000 Lake Wash Blvd NE	Camera	\$245.36	63983	8/16/2022	001-000-000-521-20-48-20	Maint Cameras
	Services from August 07						
	through September 06, 2022		4050.05	50055	0/46/5555	004 000 000 77: 77	Repairs & Maint- HW/SW
Comcast	700 Lake Wash Blvd NE	Cameras	\$250.87	63983	8/16/2022	001-000-000-521-20-48-20	Maint Cameras
Comcast	7/15/22 - 3587	PW Internet Service	\$156.36	63937	8/4/2022	001-000-000-576-80-42-00	Telephone/postage
			\$1,143.31				

Crystal And Sierra Springs-							
Admin	11037150 071622	CH Water	\$57.52 \$57.52	63938	8/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Crystal And Sierra Springs-PW	Invoice - #11037150 081322	CH Drinking Water	\$301.40	63984	8/16/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Crystal And Sierra Springs-PW	5291929 071622	PW Drinking Water	\$15.25	63939	8/4/2022	001-000-000-576-80-31-00	Operating Supplies
			\$316.65				
CWA Consultants	22-012	Building Review	\$110.00	63940	8/4/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	22-244	Building Review	\$0.00	63940	8/4/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	22-111	Building Review	\$110.00	63940	8/4/2022	401-000-000-558-60-41-00	Professional Services
		Building Plan Review					
CWA Consultants	22-274	Services	\$2,640.00	63940	8/4/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	22-245	Building Review	\$880.00	63940	8/4/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	22-153	Building Review	\$440.00	63940	8/4/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	22-110	Building Review	\$110.00	63940	8/4/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	22-080	Building Review	\$110.00	63940	8/4/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-312	Building Plan Review Servs	\$440.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-326	Building Plan Review Servs	\$330.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-304	Building Plan Review Servs	\$550.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-325	Building Plan Review Servs	\$3,080.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-314	Building Plan Review Servs	\$550.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-316	Building Plan Review Servs	\$440.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-303	Building Plan Review Servs	\$330.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-305	Building Plan Review Servs	\$440.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-307	Building Plan Review Servs	\$2,200.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-309	Building Plan Review Servs	\$1,980.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-306	Building Plan Review Servs	\$440.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-313	Building Plan Review Servs	\$440.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-292	Building Plan Review Servs	\$2,530.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-311	Building Plan Review Servs	\$440.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-302	Building Plan Review Servs	\$330.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-308	Building Plan Review Servs	\$1,320.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-310	Building Plan Review Servs	\$330.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	Invoice - #22-315	Building Plan Review Servs	\$2,750.00	64007	8/31/2022	401-000-000-558-60-41-00	Professional Services
			\$23,320.00				
Dooley Enterprises, Inc.	63495	PD Ammo	\$1,611.42	63941	8/4/2022	001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
			\$1,611.42				

Eastside Public Safety							
Communicat'n	10843	July Monthly Fees	\$495.39	63942	8/4/2022	001-000-000-521-20-41-20	Dispatch-EPSCA
Eastside Public Safety							
Communicat'n	Invoice - #10872	August Radio Access Fees	\$495.39	63985	8/16/2022	001-000-000-521-20-41-20	Dispatch-EPSCA
			\$990.78				
FCI - Custom Police Vehicles	17600	PD Vehicle Software Update	\$109.00	63943	8/4/2022	001-000-000-521-20-48-10	Repairs & Maint-Automobiles
		Lease for PD Vehicle MPD					Police Vehicle Lease, Principal
FCI - Custom Police Vehicles	Invoice - #14519	Car 27	\$706.97	63986	8/16/2022	001-000-000-594-21-70-00	Cost
		Lease for PD Vehicle MPD					Police Vehicle Lease, Principal
FCI - Custom Police Vehicles	Invoice - #14522	Car 26	\$789.20	63986	8/16/2022	001-000-000-594-21-70-00	Cost
		Lease for PD Vehicle MPD					Police Vehicle Lease, Principal
FCI - Custom Police Vehicles	Invoice - #14521	Car 29	\$1,003.61	63986	8/16/2022	001-000-000-594-21-70-00	Cost
							Police Vehicle Lease, Principal
FCI - Custom Police Vehicles	Invoice - #14518	Lease for PD Vehicle	\$1,889.59	63986	8/16/2022	001-000-000-594-21-70-00	Cost
		Lease for PD Vehicle MPD	•				Police Vehicle Lease, Principal
FCI - Custom Police Vehicles	Invoice -#14520	Car 28	\$828.26	63986	8/16/2022	001-000-000-594-21-70-00	Cost
							Police Vehicle Lease, Interest
FCI - Custom Police Vehicles	Invoice -#14520	Interest PD Vehicle	\$252.82	63986	8/16/2022	001-000-000-594-21-80-00	Cost
							Police Vehicle Lease, Interest
FCI - Custom Police Vehicles	Invoice - #14519	Interest PD Vehicle	\$232.15	63986	8/16/2022	001-000-000-594-21-80-00	Cost
			•		, ,		Police Vehicle Lease, Interest
FCI - Custom Police Vehicles	Invoice - #14522	Interest PD Vehicle	\$204.52	63986	8/16/2022	001-000-000-594-21-80-00	Cost
			•		, ,		Police Vehicle Lease, Interest
FCI - Custom Police Vehicles	Invoice - #14521	Interest PD Vehicle	\$365.35	63986	8/16/2022	001-000-000-594-21-80-00	Cost
			•		, ,		Police Vehicle Lease, Interest
FCI - Custom Police Vehicles	Invoice - #14518	Interest PD Vehicle	\$185.21	63986	8/16/2022	001-000-000-594-21-80-00	Cost
			\$6,566.68		-, -, -		
			1 - 7				Technical Services, Software
GOGov, Inc.dba GOGovApps	22-217	Medina Connect -CRM	\$4,800.00	63944	8/4/2022	001-000-000-518-80-41-50	Services
от от т, тогана от от трро			\$4,800.00		5, 1, 2522		
Gray & Osborne, Inc.	22547	Overlake Dr. Load Rating	\$1,934.52	63945	8/4/2022	101-000-000-542-30-41-00	Professional Services
, a 2220,		Overlake Dr Bridge Load	<i>4-,00</i>	000 10	0, ., _0		
Gray & Osborne, Inc.	Invoice - #2-22547	Ramp Study	\$65.48	64008	8/31/2022	101-000-000-542-30-41-00	Professional Services
Gray & Osborne, Inc.	20597	NPDES Compliance Services	\$383.57	63945	8/4/2022	101-000-000-542-30-41-03	NPDES Grant
Gray & Osborne, Inc.	22488	NE 7th St Imp 2203	\$1,414.50	63945	8/4/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	22512	Crack Sealing 2206	\$1,327.95	63945	8/4/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, me.	22312	Crack Scaling 2200	71,321.33	03373	0,7,2022	30, 300 000 333 30 03 01	oticet improvements, overlays

Gray & Osborne, Inc.	22503	2205 LPR and VMS Systems NE 12th Street Pedestrian	\$6,218.10	63945	8/4/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Invoice - #19-21441	Improvements	\$62.51	64008	8/31/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Invoice - #4-22503	LPR System	\$5,152.14	64008	8/31/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Invoice - #4-22512	General Engineering Servs	\$764.78	64008	8/31/2022	307-000-000-595-30-63-02	Storm Sewer Improvements
		Grading and Drainage					
Gray & Osborne, Inc.	July22 G&O	Consulting Services	\$4,929.38	63945	8/4/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #9-21427.19	Grading and Drainage SUCS	\$567.54	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #8-22427.00	Grading and Drainage SUCS	\$264.84	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #10-20425.19	Grading and Drainage SUCS	\$2,109.33	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #3-22427.13	Grading and Drainage SUCS	\$138.62	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #4-22427.01	Grading and Drainage SUCS	\$132.42	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #2-22427.04	Grading and Drainage SUCS	\$955.80	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #9-19412.67	Grading and Drainage SUCS	\$429.46	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #1-22427.17	Grading and Drainage SUCS	\$397.26	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #12-21427.01	Grading and Drainage SUCS	\$204.83	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #3-22427.05	Grading and Drainage SUCS	\$160.80	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #16-20425.16	Grading and Drainage SUCS	\$144.16	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #8-21427.26	Grading and Drainage SUCS	\$346.55	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #9-21427.11	Grading and Drainage SUCS	\$348.41	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #13-20425.10	Grading and Drainage SUCS	\$548.86	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Invoice - #6-21427.22	Grading and Drainage SUCS	\$139.86	64008	8/31/2022	401-000-000-558-60-41-07	Engineering Consultant
			\$29,141.67				
Herc Equipment Rental							
Corporation	32853725001	Playground Equipment	\$5,121.88	63946	8/4/2022	307-000-000-594-76-63-20	Park Improvements
			\$5,121.88				
		Watering Hoses and					
Home Depot Credit Services	7/11/22 4711	Irrigation Valves	\$180.73	63947	8/4/2022	001-000-000-576-80-31-00	Operating Supplies
	July 2022 Asphalt Tack For	Asphalt Tack For Street					Operating & Maintenance
Home Depot Credit Services	Street Repairs	Repair	\$64.57	63987	8/16/2022	101-000-000-542-30-31-00	Supplies
	July 2022 Waterpump For	Waterpump For Street					
Home Depot Credit Services	Street Trees	Trees	\$153.04	63987	8/16/2022	101-000-000-542-30-35-00	Small Tools/minor Equipment
Home Depot Credit Services	August 2022 Cleaning Supplies	s Cleaning Supplies	\$68.12	63987	8/16/2022	101-000-000-542-30-35-00	Small Tools/minor Equipment
	August 2022 Street Sign						
Home Depot Credit Services	Clamp	Street Sign Clamp	\$28.01	63987	8/16/2022	101-000-000-542-30-35-00	Small Tools/minor Equipment

Home Depot Credit Services	August 2022 Pressure Washer	Pressure Washer	\$109.00 \$603.47	63987	8/16/2022	101-000-000-542-30-35-00	Small Tools/minor Equipment
		Irrigation Controler Medina					
Horizon	3M441902	Beach	\$173.74	63948	8/4/2022	001-000-000-576-80-31-00	Operating Supplies
Horizon	#M439266	Parks Supplies	\$1,611.98	63948	8/4/2022	001-000-000-576-80-31-00	Operating Supplies
Horizon	Invoice - #3M443919	Irrigation Supplies	\$126.79	63988	8/16/2022	001-000-000-576-80-41-00	Professional Services
			\$1,912.51				
	August 2022 LEOFF-1 Medical	LEOFF-1 Medical					
Johnston, Willard Max	Reimbursement	Reimbursement	\$198.61	63989	8/16/2022	001-000-000-521-20-21-10	Personnel Benefits-Retirees
			\$198.61				
		Mileage reimbursement					
	AUG22 CIty Reimbursement -	WABO Annual Business		EFT Payment 9/2/2022			
Kilmer, Rob	Rob	Meeting	\$53.80	10:10:34 AM - 1	8/26/2022	401-000-000-558-60-43-00	Travel & Training
			\$53.80				
							Technical Services, Software
King County Treasury	Invoice - #11012731	KCIT INET	\$375.00	63990	8/16/2022	001-000-000-518-80-41-50	Services
King County Treasury	Invoice - #120200-120200	84th Ave NE Overlay	\$1,645.20	63990	8/16/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
			\$2,020.20				
Kirkland Municipal Court	JUL22MED	June Filing Fees	\$1,070.40	63949	8/4/2022	001-000-000-512-50-40-10	Municipal Court-Traffic/NonTrf
·		-	\$1,070.40				•
				EFT Payment 8/4/2022			
Konica Minolta Premier Financ	e 76744074	PW Printer Copier Services	\$197.54	4:57:31 PM - 7	8/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
				EFT Payment 8/4/2022			
Konica Minolta Premier Financ	e 40366350	CH Copier	\$236.72	4:57:31 PM - 6	8/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
		•		EFT Payment 8/4/2022			,
Konica Minolta Premier Financ	e 76894158	PD Copier	\$268.71	4:57:31 PM - 7	8/4/2022	001-000-000-521-20-45-00	Equipment-Lease & Rentals
		·					
Konica Minolta Premier Financ	e Invoice - #77235506	PD Copier	\$285.32			001-000-000-521-20-45-00	Equipment-Lease & Rentals
		·	\$988.29				
Lakeside Industries, Inc,			·				
LB#1086	50017689	Misc Storm Repairs	\$17,362.26	63950	8/4/2022	307-000-000-595-30-63-02	Storm Sewer Improvements
		·	\$17,362.26				·
LexisNexis Risk Management -			· •				
Account 1011660	1011660-20220630	Investigative Tool	\$233.62	63951	8/4/2022	001-000-000-521-20-41-00	Professional Services
		-	\$233.62				

				EFT Payment 8/4/2022	2		
Marxer, Barbara	July22 Reim.	Bottled Waters for Seafare	\$23.57 \$23.57	4:57:31 PM - 8	8/4/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
		Email, Website, and SM	·				Technical Services, Software
Message Watcher, LLC	48899-Jul22	Archiving	\$251.80 \$251.80	63952	8/4/2022	001-000-000-518-80-41-50	Services
Moberly & Roberts, PLLC	1050	City Prosecutor Service	\$4,000.00 \$4,000.00	63953	8/4/2022	001-000-000-512-50-41-10	Prosecuting Attorney
	AUG City Reimbursement -	Mileage Reim. NW Clerks		EFT Payment 9/2/2022	2		
Nations, Dawn	Nations	Training	\$62.92	10:10:34 AM - 2	8/26/2022	001-000-000-518-10-43-00	Travel & Training
	AUG City Reimbursement -	Cookies for Public Chief and		EFT Payment 9/2/2022	2		
Nations, Dawn	Nations	Captain Promotions	\$98.00 \$160.92	10:10:34 AM - 2	8/26/2022	001-000-000-518-10-49-10	Miscellaneous
Navia Benefit Solutions	10486632	July Flex Fees	\$50.00 \$50.00	63954	8/4/2022	001-000-000-514-20-49-10	Miscellaneous
Northwest Traffic Inc	22278	25 MPH Signs	\$6,255.00 \$6,255.00	63955	8/4/2022	101-000-000-542-30-41-10	Road & Street Maintenance
Ogden Murphy Wallace	June 2022 City Attorney	City Attorney	\$30,516.50 \$30,516.50	63956	8/4/2022	001-000-000-515-41-40-00	City Attorney
	Invoice - #78275, #78510 and		400,010.00				
Original Watermen, Inc.	Credit Memo - #78275	Lifeguard Swimsuits	\$278.75 \$278.75	63991	8/16/2022	001-000-000-571-00-30-00	Uniforms - Lifeguards
		Tree Code Consultation					
Otak, Inc.	72200885	Services	\$1,290.18 \$1,290.18	63957	8/4/2022	401-000-000-558-60-41-50	Landscape Consultant
							Vehicle Expenses-Gas, Car
Perfection Mobile Detailing	2680	PD Car Detailing	\$660.00 \$660.00	63958	8/4/2022	001-000-000-521-20-32-00	Wash
Pitney Bowes Global Financial		Postage Ink for Postage					
Services LLC	1021026194	Machine	\$211.36 \$211.36	63959	8/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Pro-shred	54967	CH Shredding Services	\$55.66	63960	8/4/2022	001-000-000-518-10-41-00	Professional Services
Pro-shred	55332	CH Shredding Services	\$55.66	63960	8/4/2022	001-000-000-518-10-41-00	Professional Services
Pro-shred	Invoice - #55725	CH Shredding Service	\$55.66 \$166.98	63992	8/16/2022	001-000-000-518-10-41-00	Professional Services
	For June 20 through July 20,						
Puget Sound Energy	2022 Puget Sound Energy	CH Utilities - Gas/Electric	\$1,436.56	63993	8/16/2022	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste

Puget Sound Energy	JUL-698	NE 10th St Camera	\$31.71	63961	8/4/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras Repairs & Maint- HW/SW
Puget Sound Energy	Jul-904	ODE Camera	\$34.87	63961	8/4/2022	001-000-000-521-20-48-20	Maint Cameras Repairs & Maint- HW/SW
Puget Sound Energy	Jul-0076	82nd Ave NE Camera	\$28.31	63961	8/4/2022	001-000-000-521-20-48-20	Maint Cameras Repairs & Maint- HW/SW
Puget Sound Energy	JUL-133	NE 24th St Camera	\$24.70	63961	8/4/2022	001-000-000-521-20-48-20	Maint Cameras
Puget Sound Energy	Jul-0087	Street Light Power	\$23.67	63961	8/4/2022	101-000-000-542-63-41-00	Street Light Utilities
		-	\$1,579.82				-
Republic Services, Inc. dba							
Rabanco, Ltd.	Invoice - #0172-008979672	Haul and Dump Yardwaste	\$926.62	63994	8/16/2022	001-000-000-576-80-41-00	Professional Services
Republic Services, Inc. dba							
Rabanco, Ltd.	0172-008954727	Dumpster Services	\$1,876.60	63962	8/4/2022	001-000-000-576-80-41-04	Professional Services-Misc
			\$2,803.22				
Ricoh USA, Inc.	Invoice - #1093529833	Repair Ricoh Copier	\$225.65	63995	8/16/2022	001-000-000-518-10-31-00	Office And Operating Supplies
			\$225.65				
SCORE	Invoice - #6169	Inmate Housing - Aar	\$414.04	63996	8/16/2022	001-000-000-521-20-41-55	Jail Service-Prisoner Board
			\$414.04				
Seattle Times, The	35199	Legal Notices - PW	\$452.58	63963	8/4/2022	001-000-000-518-10-44-00	Advertising
Seattle Times, The	Invoice - #24048	Legal Notices	\$508.33	63997	8/16/2022	001-000-000-518-10-44-00	Advertising
			\$960.91				
		Talk A Phone Emergency					
Siemens Industry inc.	5330354492	Stations	\$3,269.97	63964	8/4/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$3,269.97				
Sound View Strategies, LLC	2719	SR520 Consultant	\$3,000.00	63965	8/4/2022	001-000-000-513-10-41-00	Professional Services
			\$3,000.00				
		Office Supplies - Regular					
Spot-On Print & Design	57087	Envelopes	\$184.87	63966	8/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
		Eric Anderson Business					
Spot-On Print & Design	Invoice - #57188	Cards	\$60.73	63998	8/16/2022	001-000-000-521-20-41-00	Professional Services
			\$245.60				
Staples Business Advantage	8066887197	CH Office Supplies	\$150.79	63967	8/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	Invoice - #8067250672	CH Supplies	\$133.31	64009	8/31/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	Invoice - #8067101577	PD Supplies	\$90.09	63999	8/16/2022	001-000-000-521-20-31-00	Office Supplies
			\$374.19				

Stewart MacNichols Harmell,							
Inc., PS	July 2022 2A0246357	Public Defender Services	\$575.00 \$575.00	64000	8/16/2022	001-000-000-515-91-40-00	Public Defender
TIG Technology Integration		IT Docking Stations Council					
Group	5466150	Chambers	\$286.25	63968	8/4/2022	001-000-000-518-10-31-00	Office And Operating Supplies
TIG Technology Integration							
Group	21849	It Services	\$10,619.78	63968	8/4/2022	001-000-000-518-10-49-10	Miscellaneous
TIG Technology Integration		Reversing inv 21849 from					
Group	ADJ Entry 21849	TIG	(\$10,619.78)	20100958	8/31/2022	001-000-000-518-10-49-10	Miscellaneous
TIG Technology Integration							
Group	5465832	Duo Rollout	\$13.21	63968	8/4/2022	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
TIG Technology Integration		PD Network Switch					
Group	5467374	Replacement	\$2,652.83	63968	8/4/2022	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
TIG Technology Integration							
Group	Invoice - #5470508	DUO Implementation Pt.2	\$13.21	64001	8/16/2022	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
TIG Technology Integration							Technical Services, Software
Group	Invoice - #22162	IT Managed Services	\$10,619.78	64001	8/16/2022	001-000-000-518-80-41-50	Services
TIG Technology Integration		Adjusting INV 21849 to					Technical Services, Software
Group	ADJ Entry 21849	correct account	\$10,619.78	20100958	8/31/2022	001-000-000-518-80-41-50	Services
TIG Technology Integration							Technical Services, Software
Group	21849	DS IT Services	\$1,956.94	63968	8/4/2022	401-000-000-518-80-41-50	Services
TIG Technology Integration							Technical Services, Software
Group	Invoice - #22162	Development Services	\$1,956.94	64001	8/16/2022	401-000-000-518-80-41-50	Services
			\$28,118.94				
			4		- 1 - 1		Vehicle Expenses-Gas, Car
Tiki Car Wash	June22 Acct#59	PD Car Washes	\$20.00	63969	8/4/2022	001-000-000-521-20-32-00	Wash
TIL. 0. 144 I	2227		477.50	52252	0.14.10.000		Vehicle Expenses-Gas, Car
Tiki Car Wash	2207-June	June Car Washes	\$77.58	63969	8/4/2022	001-000-000-521-20-32-00	Wash
T 5 110	4544		\$97.58	62070	0/4/2022	404 000 000 550 60 44 50	
Tree Frog LLC	1541	Arborist Consultant	\$1,593.75	63970	8/4/2022	401-000-000-558-60-41-50	Landscape Consultant
Tues Calations Inc	la	Duning t Tong 24 005	\$1,593.75	64003	0/46/2022	404 000 000 550 60 44 50	Landana Canadhart
Tree Solutions, Inc.	Invoice - #35006	Project Tree-21-085	\$200.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35010	Project Tree-21-061	\$200.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35014	Project Tree-20-050	\$120.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35016	Project Tree-22-032	\$360.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35013	Project Tree-18-024	\$40.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35012	Project Tree-18-022	\$280.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant

Tree Solutions, Inc.	Invoice - #35011	Project Tree-21-074	\$120.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35017	Project Tree-21-078	\$280.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35004	Project Tree-22-207	\$560.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35018	Project Tree-20-049	\$240.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35015	Project Tree-21-001	\$360.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35003	Project Tree-021-016	\$800.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35008	Project Tree-22-012	\$120.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35005	Project Tree-20-081	\$40.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35007	Project Tree-22-006	\$120.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	Invoice - #35009	Project Tree-18-013	\$240.00	64002	8/16/2022	401-000-000-558-60-41-50	Landscape Consultant
			\$4,080.00				
Turf Star, Inc.	7232883-01	Mower Decals	\$32.46	63971	8/4/2022	001-000-000-576-80-31-00	Operating Supplies
			\$32.46				
	Nations CC Statement AUG			EFT Payment 9/7/2022	2		
US Bank	2022	Postage for CS	\$7.38	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-42-00	Postage/Telephone
	Kellerman CC Statement AUG	IMCA High Performance		EFT Payment 9/7/2022	2		
US Bank	2022	Leadership	\$2,054.85	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-43-00	Travel & Training
	Nations CC Statement AUG	Clerk Training fall Education		EFT Payment 9/7/2022	2		
US Bank	2022	Days	\$300.00	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-43-00	Travel & Training
	Nations CC Statement AUG	Clerks Training Fall		EFT Payment 9/7/2022	2		
US Bank	2022	Education Days	\$300.00	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-43-00	Travel & Training
	Kellerman CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Public Records Training	\$30.00	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-43-00	Travel & Training
	Kellerman CC Statement AUG	Serving Supplies PD		EFT Payment 9/7/2022			
US Bank	2022	Promotion	\$18.73	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-49-10	Miscellaneous
	Nations CC Statement AUG	Donuts for chief and		EFT Payment 9/7/2022			
US Bank	2022	Captain Celebration	\$13.98	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-49-10	Miscellaneous
	Nations CC Statement AUG	Ice for refreshments		EFT Payment 9/7/2022			
US Bank	2022	(Captains Celebration)	\$6.00	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-49-10	Miscellaneous
	Kellerman CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Dessert PD Promotion	\$52.00	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-49-10	Miscellaneous
	Kellerman CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Ceremony	\$108.54	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-49-10	Miscellaneous
	Kellerman CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Annual Dues -CC	\$175.00	11:07:03 AM - 1	8/31/2022	001-000-000-518-10-49-20	Dues, Subscriptions
	Kellerman CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Public Storage	\$839.00	11:07:03 AM - 1	8/31/2022	001-000-000-518-30-45-00	Facility Rental

	Kellerman CC Statement AUG		EFT Payment 9/7/2022			Technical Services, Software	
US Bank	2022	Web Services	\$0.28	11:07:03 AM - 1	8/31/2022	001-000-000-518-80-41-50	Services
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Uniforms	\$88.02	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-22-00	Uniforms
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Uniforms	\$88.02	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-22-00	Uniforms
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Glove Holder	\$48.38	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-31-00	Office Supplies
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Glade Plugins	\$13.20	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-31-00	Office Supplies
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Recycle Bin	\$19.70	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-31-00	Office Supplies
				EFT Payment 9/7/2022			
US Bank	Burns CC Statement AUG 2022	2 Good to go Pass	\$16.52	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-31-00	Office Supplies
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Toshiba Oven	\$165.14	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-31-00	Office Supplies
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Lanyard Whistles	\$26.36	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-31-00	Office Supplies
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Alcohol Prep	\$30.80	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-31-00	Office Supplies
				EFT Payment 9/7/2022			
US Bank	Sass CC Statement AUG 2022	Staff Parking Permits	\$180.84	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-31-00	Office Supplies
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			Vehicle Expenses-Gas, Car
US Bank	2022	Vehicle Expenses	\$122.94	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-32-00	Wash
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Background Checks	\$75.00	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-41-20	Dispatch-EPSCA
	Marxer CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	PST Supplies Return	\$9.90	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-41-50	Recruitment-Background
	Marxer CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	License for Barbara	\$30.00	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-43-00	Travel & Training
	Marxer CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Training for Barbara	\$287.34	11:07:03 AM - 1	8/31/2022	001-000-000-521-20-43-00	Travel & Training
	Marxer CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Lifeguard Recruitment	\$1.53	11:07:03 AM - 1	8/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
	Gidlof CC Statement AUG			EFT Payment 9/7/2022			
US Bank	2022	Lifeguard Swimsuit	\$22.01	11:07:03 AM - 1	8/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards

	Gidlof CC Statement AUG			EFT Payment 9/7/2022	2		
US Bank	2022	Pooper Scooper	\$39.18	11:07:03 AM - 1	8/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
	Marxer CC Statement AUG			EFT Payment 9/7/2022	2		
US Bank	2022	Lifeguard Misc Supplies	\$7.70	11:07:03 AM - 1	8/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
	Gidlof CC Statement AUG			EFT Payment 9/7/2022	2		
US Bank	2022	Lifeguard Swimsuit	\$66.03	11:07:03 AM - 1	8/31/2022	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
	Crickmore CC Statement AUG	ì		EFT Payment 9/7/2022	2		
US Bank	2022	Uniforms	\$55.11	11:07:03 AM - 1	8/31/2022	001-000-000-576-80-22-00	Uniforms
	Crickmore CC Statement AUG	ì		EFT Payment 9/7/2022	2		
US Bank	2022	Street Bollard Cover for CH	\$65.86	11:07:03 AM - 1	8/31/2022	001-000-000-576-80-22-00	Uniforms
	Crickmore CC Statement AUG	ì		EFT Payment 9/7/2022	2		
US Bank	2022	Diesel Fuel	\$300.00	11:07:03 AM - 1	8/31/2022	001-000-000-576-80-32-00	Vehicle Fuel & Lube
	Crickmore CC Statement AUG	ì		EFT Payment 9/7/2022	2		
US Bank	2022	Diesel Fuel	\$300.00	11:07:03 AM - 1	8/31/2022	001-000-000-576-80-32-00	Vehicle Fuel & Lube
	Crickmore CC Statement AUG	ì		EFT Payment 9/7/2022	2		
US Bank	2022	Toro Mower Battery	\$229.30	11:07:03 AM - 1	8/31/2022	001-000-000-576-80-48-00	Repair & Maint Equipment
	Crickmore CC Statement AUG	Repair Flat Tire for Toro		EFT Payment 9/7/2022	2		
US Bank	2022	Workman	\$30.81	11:07:03 AM - 1	8/31/2022	001-000-000-576-80-48-00	Repair & Maint Equipment
	Crickmore CC Statement AUG	i		EFT Payment 9/7/2022	2		
US Bank	2022	Uniforms	\$55.88	11:07:03 AM - 1	8/31/2022	101-000-000-542-30-41-10	Road & Street Maintenance
	Wilcox CC Statement AUG			EFT Payment 9/7/2022	2		Vehicle Expenses - Gas, Oil,
US Bank	2022	Car Wash Pre paid Tickets	\$400.52	11:07:03 AM - 1	8/31/2022	401-000-000-558-60-32-00	Maint.
	Osada CC Statement AUG			EFT Payment 9/7/2022	2		Vehicle Expenses - Gas, Oil,
US Bank	2022	Tahoe Repairs	\$1,696.66	11:07:03 AM - 1	8/31/2022	401-000-000-558-60-32-00	Maint.
	Wilcox CC Statement AUG	Two Nights for Deputy		EFT Payment 9/7/2022	2		
US Bank	2022	Building Official for WAOBO	\$342.10	11:07:03 AM - 1	8/31/2022	401-000-000-558-60-43-00	Travel & Training
			\$8,720.61				
				EFT Payment 8/4/2022	2		Vehicle Expenses-Gas, Car
US Bank Voyager Fleet Sys.	EPSEPS000340301	July PD Fuel	\$7,211.60	4:57:31 PM - 9	8/4/2022	001-000-000-521-20-32-00	Wash
				EFT Payment 9/8/2022			Vehicle Expenses-Gas, Car
US Bank Voyager Fleet Sys.	AUG22 AutoPay	PD Fuel	\$7,211.60	9:12:07 AM - 1	8/31/2022	001-000-000-521-20-32-00	Wash
			\$14,423.20				
Vision Municipal Solutions, Llc	09-10951	Vision Annual Conference	\$522.98	63972	8/4/2022	001-000-000-514-20-43-00	Travel & Training
			\$522.98				
		Building Inspector Vehicle					Vehicle Expenses - Gas, Oil,
WA ST Dept of Transportation	Invoice - #FB91017001231	Fees	\$84.72	64003	8/16/2022	401-000-000-558-60-32-00	Maint.

			\$84.72				
		April/May Background					
WA ST Patrol	122006300	Checks	\$88.00	63973	8/4/2022	001-000-000-521-20-41-50	Recruitment-Background
			\$88.00				
		Lifeguard Background					
Washington State Patrol	Invoice - #I22006585	Checks	\$77.00			001-000-000-521-20-41-50	Recruitment-Background
Washington State Patrol	Invoice - #I23000214	CPL Background Checks	\$39.75			001-000-000-521-20-41-50	Recruitment-Background
		Employee Background					
Washington State Patrol	Invoice - #I22006300	Check	\$11.00			001-000-000-521-20-41-50	Recruitment-Background
			\$127.75				
Watershed Company, The	Invoice - #2021-2114	Shoreline Master Program	\$437.50	64005	8/16/2022	401-000-000-558-60-41-55	Shoreline Consultant
			\$437.50				
Willard's Pest Control	387974	PO Rodent Services	\$92.84	63974	8/4/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Willard's Pest Control	390119	PD Rodent Servs	\$92.84	64010	8/31/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Willard's Pest Control	385176	PO Rodent Servs	\$89.53	64010	8/31/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Willard's Pest Control	388740	PD Rodent Servs	\$204.05	64010	8/31/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$479.26				
Zumar Industries, Inc.	Invoice - #40612	Speed Signs	\$901.60	64006	8/16/2022	101-000-000-542-64-41-00	Traffic Control Devices
		_	\$901.60				
		-	\$238,815.81	AP Total			
Payroll	August 2022 Payroll	Payroll	\$20,012.25	Total	8/31/2022	001-000-000-513-10-11-00	Salaries, Wages & Benefits
Payroll	August 2022 Payroll	Payroll	\$16,503.83	Total	8/31/2022	001-000-000-514-20-11-00	Salaries, Wages & Benefits
Payroll	August 2022 Payroll	Payroll	\$34,986.26	Total	8/31/2022	001-000-000-518-10-11-00	Salaries, Wages & Benefits
Payroll	August 2022 Payroll	Payroll	\$169,091.45	Total	8/31/2022	001-000-000-521-20-11-00	Salaries, Wages & Benefits
Payroll	August 2022 Payroll	Payroll	\$15,533.99	Total	8/31/2022	001-000-000-571-00-10-00	Salaries, Wages & Benefits
Payroll	August 2022 Payroll	Payroll	\$43,712.64	Total	8/31/2022	001-000-000-576-80-11-00	Salaries, Wages & Benefits
Payroll	August 2022 Payroll	Payroll	\$29,878.66	Total	8/31/2022	101-000-000-542-30-11-00	Salaries, Wages & Benefits
Payroll	August 2022 Payroll	Payroll	\$51,900.03	Total	8/31/2022	001-000-000-558-60-11-00	Salaries, Wages & Benefits
		_ _	\$381,619.11	Payroll Total			
		- -	\$620,434.92	Grand Total			



MEDINA, WASHINGTON

MEDINA CITY COUNCIL CITY COUNCIL MEETING

Hybrid - Virtual/In-Person

Monday, June 27, 2022 – 5:00 PM

MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Rossman called the regular meeting to order in the Medina Council Chambers and Zoom at 5:03 p.m.

PRESENT

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

ABSENT

None

STAFF PRESENT

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

2. APPROVAL OF MEETING AGENDA

By consensus, the meeting agenda was approved as presented.

3. PUBLIC COMMENT PERIOD

Mayor Rossman opened the public comment period. There were no speakers. Subsequently, public comment was closed.

4. PRESENTATIONS

4.1 Stormwater Management Action Plan (SMAP) Presentation by Stacey Clear, P.E. - Gray and Osborne, Inc.

Stormwater consultant Stacey Clear, P.E. gave a presentation the city's Stormwater Management Action Plan (SMAP). Council asked questions and staff responded.

4.2 Tree Code Update by Director of Development Services, Steven Wilcox and City Manager, Stephen Burns.

City Manager Steve Burns announced that city staff is hosting a open house on the proposed tree code amendment on Thursday, June 30th and noted that there is a public hearing at the July 11 City Council meeting.

5. CONSENT AGENDA

ACTION: Motion Zook second Gokul and carried by a 5:0 (Garone and Johnston absent) vote; Council approved the Consent Agenda.

5.1 Resolution Addressing Interim City Manager (ICM) Compensation

Recommendation: Adopt Resolution No. 427 to complete performance of Council's June 13, 2022, motion.

Staff Contact: Scott Missall, City Attorney

5.2 Acceptance of Professional Services Agreement with Stephen R. Burns

Recommendation: Approve.

Staff Contact: Scott Missall, City Attorney

6. LEGISLATIVE HEARING

None.

7. PUBLIC HEARING

None.

8. CITY BUSINESS

- 8.1 City Departments Goals and Projects Update and Discussion
 - a) City Council Calendar
 - b) City Council Webpage
 - c) Department Directors Reports

<u>Recommendation:</u> Discussion and direction. <u>Staff Contact:</u> Stephen R. Burns, City Manager

Department directors reported on city projects and goals. Council asked questions and staff responded.

9. CITY MANAGER'S REPORT

None.

10. REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE

Mayor Rossman reported she heard from both Bellevue and Meydenbauer Yatch Club, that they are looking at a reduction of boating speed limit in Meydenbauer Bay to a "No

Wake Zone" and would like our support. Staff will reach out to Bellevue for more information and discussion. Additional information may come at a future meeting.

11. PUBLIC COMMENT

Mayor Rossman opened the public comment period. There were no speakers. Subsequently, public comment was closed.

12. <u>ADJOURNMENT</u>

By consensus, Council adjourned the regular meeting at 8:42 p.m.





MEDINA, WASHINGTON

MEDINA CITY COUNCIL REGULAR MEETING

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

MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

Mayor Rossman called the regular meeting to order in the Medina Council Chambers at 5:00 pm. Due to technical difficulties the recording started at 5:05 pm.

PRESENT

Mayor Jessica Rossman
Deputy Mayor Randy Reeves
Councilmember Cynthia Adkins
Councilmember Jennifer Garone (offline at 5:55 pm)
Councilmember Harini Gokul
Councilmember Mac Johnston
Councilmember Bob Zook

ABSENT

None

STAFF PRESENT

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

2. APPROVAL OF MEETING AGENDA

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

3. PUBLIC COMMENT PERIOD

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

David Yee commented regarding federal funding for power lines and how to seek public input for creating ordinances or other city business.

With no other speakers, Mayor Rossman closed the public comment period.

4. PRESENTATIONS

Park Board Chair Sarah Gray reported the new playground is officially open, ribbon cutting ceremony was a success and well attended. She thanked the council for their support with the playground project and thanked Ryan Osada for his hard work with the project. Gray announced the Park Board will take August off to align with councils and planning commission meetings.

City Manager Steve Burns gave Emergency Preparedness update on behalf of Chief Sass. He reported that the next meeting will be on July 13, 2022 at 4pm there will be presentations from Bellevue Fire and Bellevue Cares program.

5. CONSENT AGENDA

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

5.1 June 2022, Check Register

Recommendation: Approve.

Staff Contact: Ryan Wagner, Finance Director

5.2 Approved May 24, 2022 Planning Commission Meeting Minutes

Recommendation: Receive and file.

Staff Contact: Rebecca Bennett, Development Services Coordinator

5.3 Draft City Council Meeting Minutes of June 13, 2022

Recommendation: Adopt minutes.

Staff Contact: Aimee Kellerman, CMC, City Clerk

5.4 Market Adjustments for Public Works and Development Services Directors

Recommendation: Approve.

Staff Contact: Stephen R. Burns, City Manager

5.5 NE 7TH Street Improvements

Recommendation: Approve.

Staff Contact: Ryan Osada, Public Works Director

6. LEGISLATIVE HEARING

None.

7. PUBLIC HEARING

7.1 Ordinance Approving 5-year Telecommunications Franchise with T-Mobile

Recommendation: Move to a second reading.

<u>Staff Contacts:</u> Emily Miner, Assistant City Attorney, Ryan Osada, Public Works Director, Steve Wilcox, Development Services Director

Assistant City Attorney Emily Miner gave overview and presentation on T-Mobile Franchise.

Council discussed, asked questions and staff and T-Mobile representatives responded.

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

the Council:

Daniel Lipke sent a letter and addressed the council regarding his experience with T-Mobile services.

With no further comments, the public hearing was closed.

ACTION: By Consensus, Council asked Assistant City Attorney to research and report back to council on the following items at the September 12, 2022 meeting:

- Finance Bond Section 19.3
- Inspections clarification Section 15.9b
- Research on the 5G coverage in Medina currently and in the future for further council discussion.
- Research what coverage other providers will be providing in the future.

7.2 Tree Code Amendments

Recommendation: Adopt Ordinance No. 1012. Staff Contact: Stephanie Keyser, Planning Manager

Planning Manager, Stephanie Keyser gave overview and presentation on Tree Code update.

Council discussed, asked questions and staff responded.

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

David Yee addressed the council regarding his opposition to the tree code amendments ordinance.

Doug Hudson addressed the council regarding his opposition with the tree code amendments.

India Fitting-Koh addressed the council with her support of retaining the trees in Medina.

With no further comments, the public hearing was closed.

ACTION: Motion Johnston second Reeves and carried by a 6:0 vote (Council member Garone absent); Council adopted Ordinance No 1012.

8. CITY BUSINESS

8.1 Permanent Supportive and Transitional Housing Follow-up

Recommendation: Update.

Staff Contact: Scott Missall, City Attorney

Scott Missall, City Attorney gave a brief update on the Permanent Supportive and Transitional Housing ordinance. He referred to the memo that is in the agenda packet. The City Attorney will continue to do research for future discussions for any future code amendments.

Council asked questions and staff responded. No action taken.

9. CITY MANAGER'S REPORT

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

Director of Development Services Steve Wilcox gave an update on activities in Development Services. He asked for council to provide the Development Services department with feedback from residents when residents provide information to council.

Director of Finance and HR Ryan Wagner gave an update on the Assistant Finance Director open position, the Intern position and gave update on the city's finances and audits.

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

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

City Manager Steve Burns gave a brief summary of his report. The City Manager's report going forward will be moved up on the agenda going forward. He invited council to attend Medina Days activities.

10. REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE

None.

11. PUBLIC COMMENT

Mayor Rossman opened the public comment period. There were no speakers. Subsequently, public comment was closed.

12. EXECUTIVE SESSION

Council moved into Executive Session for an estimated time of 15 minutes at 8:18 p.m.

RCW 42.30.110(1)(i)

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

Council adjourned the Executive Session and moved back into the regular meeting at 8:33 p.m.

ACTION: No action was taken.

13. ADJOURNMENT

By consensus, Council adjourned the regular meeting at 8:33 p.m.



MEDINA, WASHINGTON

AGENDA BILL

Monday, September 12, 2022

Subject: T- Mobile Telecommunications Franchise

Category: Ordinance/Consent

<u>Staff Contact(s):</u> Emily Miner, Assistant City Attorney; Ryan Osada, Public Works Director; Steve Wilcox, Development Services Director

Background

As discussed during the July 12, 2022, Council meeting, the City received an application for a new telecommunications franchise from T-Mobile in October of last year.

City staff, in consultation with the City Attorney's Office, negotiated the attached draft franchise with T-Mobile. This draft franchise is based on a template franchise that has been used by other local jurisdictions and has been thoroughly vetted and negotiated. It requires compliance with the applicable provisions of the MMC as well as state and federal law. Furthermore, it does not permit T-Mobile to operate a broadcast cable system or install macro wireless facilities within the rights-of-way of the City. Additionally, this franchise does not allow T-Mobile to use any City property outside the ROW, or structures owned by the City, without a separate lease or license agreement with the City

Pursuant to RCW 35A.47.030, franchises require two readings before City Council. Additionally, per MMC 15.06.030, a public hearing is required. On July 11, 2022, Council held a first reading and a public hearing. Public comment was received from a T-Mobile representative in support of Council approving the franchise. No other public comments regarding the franchise were received during the hearing.

After the public hearing, Council asked for further clarification regarding: (1) the testing requirements in section 15.9 of the draft franchise, (2) the bond amount in section 19.3 of the draft franchise, and (3) the anticipated coverage and capacity targets for the T-Mobile sites. Answers to the questions are provided below:

- Testing Requirements: section 15.9 of the draft franchise has been clarified to confirm that
 the City may inspect and test the facilities at any time, however, T-Mobile will only
 reimburse the City for costs related to the annual inspection. This revision makes clear
 that the City can conduct additional inspections while addressing T-Mobile's concern
 regarding the uncertainty of being financially responsible for unlimited reimbursement
 costs.
- 2. Bond Amount: the bond amount in section 19.3 of the draft franchise directly correlates with the requirements of MMC 15.10.270. This code provision sets the bond amount at \$20,000.

{EFM2676293.DOCX;2/05708.000006/}

3. Coverage/Capacity Targets: T-Mobile has provided additional information regarding its anticipated coverage and capacity targets. That information is attached.

Decision Framework

State and federal law, as well as the City's code, govern the terms and conditions under which the City may grant or deny a franchise. Pursuant to the federal Telecommunications Act, no state or local statute or regulation may "prohibit or have the effect of prohibiting" the ability of an entity to provide telecommunications service. 47 U.S. Code § 253. However, federal law does allow local governments to manage telecommunication service providers' access to the public rights-of-way provided such policies are non-discriminatory.

Per MMC 15.06.030, and in accordance with RCW 35.99.030, the franchise application may only be denied based on certain criteria listed in the MMC. If the franchise application is denied, a written determination setting forth the reasons for the denial must be issued.

Attachment(s)

- 1. Ordinance No. 1013 Grant T-Mobile a 5-Year Telecommunications Franchise
- 2. T-Mobile propagation Maps

<u>Budget/Fiscal Impact:</u> Pursuant to RCW 35.21.860 and federal law, the City is precluded from imposing franchise fees upon a "telephone business", as defined in RCW 82.16.010, and on "service providers" as defined in RCW 35.99.010, for use of the right-of-way. Given that T-Mobile warrants that their operations are those of a telephone business company and service provider as defined in these statutes, the City may not collect franchise fees based on gross revenue generated in Medina by T-Mobile on these activities. However, T-Mobile is subject to the City's utility tax as set forth in Chapter 3.60 of the MMC. The City may also assess full administrative costs for processing the franchise application and associated permits for new system improvements.

Recommendation: Adopt Ordinance No. 1013.

City Manager Approval:

<u>Proposed Council Motion:</u> I move to adopt Ordinance No. 1013 granting T-Mobile a 5-year telecommunications franchise.

ORDINANCE NO. 1013

MEDINA CITY COUNCIL

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, GRANTING TO T-MOBILE WEST, LLC AND ITS AFFILIATES, SUCCESSORS, AND ASSIGNS THE RIGHT, PRIVILEGE, AUTHORITY FOR A NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MEDINA, WASHINGTON.

WHEREAS, T-Mobile West, LLC (the "Franchisee") has requested that the Medina City Council grant a nonexclusive franchise (this "Franchise") for purposes of operating and maintaining a telecommunications network; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the Medina Municipal Code requires persons who are seeking to operate and maintain telecommunications facilities in City rights-of-way to obtain a franchise to do so; and

WHEREAS, the City is willing to grant the rights requested by Franchisee subject to certain terms and conditions, which are acceptable to both parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, HEREBY DO ORDAIN AS FOLLOWS:

<u>Section 1</u>. Franchise Granted. T-Mobile West, LLC is granted a non-exclusive franchise to provide telecommunication services in, through, over, and under the rights-of-way of the City of Medina, in accordance with the terms and conditions of the franchise agreement established in Exhibit A of this Ordinance.

Section 3. Deadline for Acceptance. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by T-Mobile West, LLC. Such acceptance shall contain any required letter of credit, evidence of insurance, and any applicable application fee pursuant to Medina Municipal Code and shall be filed with the City Clerk within thirty (30) days after the effective date of this Ordinance. Such instrument shall evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

<u>Section 4.</u> 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

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invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

<u>Section 5.</u> Effective Date. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, all as required by law ("Effective Date").

Passed by the City Council of the City of Med Approved by the Mayor of the City of Medina	ina on this day of on this day of	, 2022. , 2022.
	APPROVED:	
	Jessica Rossman, Mayo	or
ATTEST/AUTHENTICATED:		
Aimee Kellerman, City Clerk		
APPROVED AS TO FORM: OGDEN MURPHY WALLACE, PLLC		
By: City Attorney		
PUBLISHED: EFFECTIVE DATE: ORDINANCE NO.:		

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Section 1. Franchise Granted.

Section 1.1 Pursuant to RCW 35A.47.040, the City of Medina, a Washington municipal corporation (hereinafter "City"), hereby grants to the Franchisee, its affiliates, heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of five (5) years, beginning on the Effective Date of this ordinance and continuing until the date that is one day prior to the fifth anniversary of the Effective Date (the "Initial Term Expiration Date"), unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise. The Franchise shall automatically renew on the fifth anniversary of the Effective Date with the same terms and conditions as set forth in this Franchise, for one (1) additional five (5) year (the "Renewal Term," and, together with the Initial Term, the "Term").

Section 1.2 This Franchise ordinance grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, relocate, repair, upgrade, remove, excavate, acquire, restore, and use the Small Wireless Facilities, as defined in Section 2.2, for its telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Way located in the City of Medina, as approved pursuant to the Medina Municipal Code ("MMC") and permits issued pursuant to this Franchise. Public "Rights-of-Way" means land acquired or dedicated by the City of Medina for public roads, streets, alleys, courts, boulevards, sidewalks, lanes, public ways, circles, utility easements that contain utility poles and only to the extent such Rights-of-Way are opened, but does not include: WSDOT-managed state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; federally-granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally-granted railroad rights-of-way acquired under 43 U.S.C. § 912 and related provisions of federal law that are not open for motor vehicle use. Rights-of-Way for the purpose of this Franchise do not include: buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by the City, or similar facilities or property owned by or leased to the City. Franchisee is required to obtain a lease or similar agreement for the usage of any City- or third party-owned poles, conduit, fixtures, property, or structures.

Section 1.3 The terms, conditions, and provisions of MMC Chapter 15.10 and 15.12, as currently written or hereinafter modified, are incorporated herein by reference. All rights granted hereunder are subject to the terms, conditions, and requirements of MMC Chapter 15.10 and 15.12

unless this Franchise specifically provides to the contrary. In the event that a conflict exists between the terms of this Franchise and the terms of MMC Chapter 15.10 and 15.12, the terms of this Franchise shall control.

Section 2. Authority Limited to Occupation of Public Rights-of-Way for Services.

Section 2.1 The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the City (the "Franchise Area"). The Franchisee is authorized to place its Facilities in the Rights-of-Way only consistent with this Franchise, the Comprehensive Plan, the current Road Design and Construction Standards and the MMC and any other applicable law, order or rule. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing telecommunications services. The following "Services" are permitted under this Franchise: (i) high speed data and fiber optic services, internet protocol-based services, internet access services, conduit and dark fiber leasing, telephone, and data transport services conveyed using both wireline and wireless facilities and (ii) the infrastructure development to be used for Small Wireless Facilities.

Section 2.2 As used herein, "Small Wireless Facilities" or "Facilities" means a small wireless facility as defined in 47 CFR § 1.6002. Small Wireless Facilities shall also include all necessary cables, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary or convenient appurtenances used for the specific wireless communications facility. Equipment enclosures with equipment generating noise that exceeds the noise limits allowed in the MMC or associated permit are excluded from "Small Wireless Facilities." Unless otherwise specifically stated in a section, "Facilities" shall encompass only Small Wireless Facilities and wireline or wireless services used to provide the Services.

Section 2.3 This Franchise does not grant Franchisee the right to offer cable internet services or Cable Services as those terms are defined in 47 U.S.C. § 522(6) by wireline transmission.

Section 2.4 Franchisee may not install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's prior written consent, or upon any City, public or privately-owned poles or conduits without the City's prior written consent. Nothing contained within this Franchise shall

be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Franchisee other than permitting the Franchisee to provide the Services, and such permitted use shall be subordinate to the primary use of the Right-of-Way as a public thoroughfare. If Franchisee desires to expand the Services provided within the City, it shall request a written amendment to this Franchise. If Franchisee desires to use City-owned property, or to site new structures within the Rights-of-Way, it shall enter into a separate lease, site specific agreement, or license agreement with the City.

- Section 2.5 Franchisee shall have the right, without the City's prior written approval to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:
- (a) Franchisee at all times retains exclusive control over and responsibility for its telecommunications system, Facilities and Services, and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;
- (b) Franchisee may not grant rights to any customer or lessee that are greater than any permitted use that Franchisee has pursuant to this Franchise;
- (c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and
- (d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, nor to sell or offer for sale any service to the City of Medina citizens without all required business licenses, permits, franchise or other form of state-wide approval.

Section 3. Non-Exclusive Franchise Grant.

This Franchise is a non-exclusive franchise and is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any said Rights-of-Way. This Franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, dedication, establishment, improvement, relocations, repairs, and maintenance of same as the City may deem fit, including the dedication, establishment, improvement, and maintenance of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4. Location of Telecommunications Network Facilities.

Section 4.1 Franchisee may locate its Facilities anywhere within the Franchise Area consistent with and subject to the City's Standard Plans and subject to the City's applicable municipal code requirements in effect at the time of the specific Facility application. Franchisee shall not be required to amend this Franchise to construct Facilities within the Franchise Area, provided that Franchisee does not expand its Services beyond those described in Section 2.

Section 4.2 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways") are considered managed access by the City, and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

- (a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;
- (b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and
- (c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 5. Relocation of Telecommunications Network Facilities.

Section 5.1 <u>Relocation Requirement</u>. The City may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove, and/or temporarily disconnect or relocate its Facilities within the Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Rights-of-Way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity; provided that Franchisee may temporarily bypass in the authorized portion of the same Rights-of-Way upon the

City's prior written approval, which approval shall not unreasonably be withheld or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Collectively all such projects described in this Section 5.1 shall be considered a "Public Improvement Project." Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 5.1 shall be borne by Franchisee, and not by the City. Franchisee shall complete the relocation of its Facilities at no charge or expense to the City.

Section 5.2 <u>Relocation - Third Party Structures</u>. If the request for relocation from the City originates due to a Public Improvement Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by the City, and at no cost to the City, subject to the procedure in Section 5.5. Franchisee acknowledges and agrees that the placement of Small Wireless Facilities on third party-owned structures does not convey an ownership interest in such structures. Franchisee acknowledges and agrees, that to the extent Franchisee's Small Wireless Facilities are on poles owned by third parties, the City shall not be responsible for any costs associated with requests arising out of a Public Improvement Project.

Section 5.3 Relocation - Franchisee Owned Structures. The cost of relocation of any Franchisee owned poles or structures shall be determined in accordance with the requirements of RCW 35.99.060(3)(b), provided, however, that the Franchisee may opt to pay for the cost of relocating its Small Wireless Facilities in order to provide consideration for the City's approval to site a Small Wireless Facility on Franchisee owned structures or poles in a portion of the Right-of-Way designated or proposed for a Public Improvement Project. For this Section 5.3, designation of the Right-of-Way for a Public Improvement Project shall be undertaken in the City's Comprehensive Plan in accordance with the requirements of Chapter 36.70A RCW. The Comprehensive Plan includes, but is not limited to the Transportation element or Transportation Improvement Plan ("TIP"), Capital Facilities element, utilities element and any other element authorized by RCW 36.70A.070 and RCW 36.70A.080. The parties acknowledge that this provision is mutually beneficial to the parties, as the City may otherwise deny the placement of

the Small Wireless Facility at a particular site because of the cost impact of such relocation and the conflict with the City's Comprehensive Plan.

Section 5.4 <u>Locate</u>. Upon the request of the City or request of a third-party performing work in the Right-of-Way, and in order to facilitate the design of street and Rights-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the City's Public Improvement Projects shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) calendar days' written notice prior to any excavation or exposure of Facilities.

Section 5.5 <u>Notice and Relocation Process</u>. If the City determines that the Public Improvement Project necessitates the relocation of Franchisee's existing Facilities, the City shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare or an emergency beyond the control of the City that will result in severe consequences to the City or the public:

- (a) The City will consult with the Franchisee in the predesign phase of any Public Improvement Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.
- (b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Public Improvement Project, or (ii) until the City provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.

- (c) Franchisee shall, during the predesign phase, evaluate and provide comments to the City related to any alternatives to possible relocations. The City agrees to consider any alternatives proposed by the Franchisee, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.
- (d) The City will provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible, endeavoring to provide no less than ninety (90) days prior to the commencement of the construction of such Public Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 5.5, the City shall notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall control.
- (e) After receipt of such notice, Franchisee shall complete the relocation of its Facilities so as to accommodate such Public Improvement Project consistent with the timeline provided by the City, or as otherwise modified by the City, and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.
- (f) The City may require the relocation of the Facilities at Franchisee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Franchisee shall relocate its Facilities within the reasonable time period specified by the City.
- Section 5.6 <u>Alternative Arrangements</u>. The provisions of this Section 5 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become Cityowned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.
- Section 5.7 <u>Contractor Delay Claims</u>. Franchisee shall be solely responsible for the actual costs incurred by the City from delays in a Public Improvement Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Franchisee. Franchisee vendors and contractors shall not be considered unrelated third parties). Such costs may include, but are not

limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorney fees incurred by the City to the extent directly attributable to such Franchisee's caused delay in the Public Improvement Project.

Section 5.8 <u>Indemnification</u>. Franchisee will indemnify, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 16, against any and all claims, suits, actions, damages, or liabilities for delays on the City's construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided herein; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 5.9 <u>Building Moving</u>. Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon fifteen (15) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 5.10 <u>City's Costs</u>. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.1 through Section 5.5, then upon at least ten (10) calendar days written notice to Franchisee, the City may perform such work (including removal) or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 14.3 and Section 14.4, and the City shall not be responsible for any damage to the Facilities.

Section 5.11 <u>Survival</u>. The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6. Undergrounding of Facilities.

Section 6.1 Small Wireless Facilities.

(a) As it pertains to Franchisee's Small Wireless Facilities, Franchisee shall not be permitted to erect poles, unless permitted by the City for Small Wireless Facilities pursuant to Section 15.3, MMC 16.38 and the City's Design and Construction Manual. Franchisee acknowledges and agrees that if the City allows the placement of Small Wireless Facilities above ground the City may, at any time in the future, require the conversion of Franchisee's aerial

facilities to an underground installation or relocated at Franchisee's expense if the existing poles on which Franchisee's Facilities are located are designated for removal due to a Public Improvement Project as described in Section 5, and provided that the City requires such conversions in a nondiscriminatory and competitively neutral manner. This Franchise does not place an affirmative obligation on the City to allow the relocation of such Facilities on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting of Small Wireless Facilities.

(b) Franchisee shall not be required to underground any portion of the Small Wireless Facility that must for technological reasons remain above-ground to operate. If the City requires undergrounding of wirelines (either telecommunications or electrical) and allows Franchisee's Small Wireless Facilities to remain above ground, then Franchisee shall cooperate with the City and modify the affected Small Wireless Facilities to incorporate the placement of wireline services underground and internal to the pole if the replacement pole is hollow (for example, placement of electrical and fiber lines) or otherwise consistent with a design plan agreed to between the City and Franchisee, at no cost to the City.

Section 6.2 Wireline Facilities.

- (a) As it pertains to Franchisee's wireline Facilities, Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City, unless otherwise specifically allowed pursuant to a permit. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its wireline Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial wireline Facilities to underground installation at Franchisee's expense, except as otherwise provided in RCW 35.99.060(4) and provided that the City requires such conversions in a nondiscriminatory and competitively neutral manner. Unless otherwise permitted by the City, Franchisee shall underground its wireline Facilities in all new developments and subdivisions, and any development or subdivision where utilities, other than electrical utilities, are currently underground.
- (b) Whenever the City may require the undergrounding of the aerial utilities (not including Small Wireless Facilities) in any area of the City, Franchisee shall underground its wireline Facilities in the manner specified by the City, concurrently with and in the area of the

other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own wireline Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's wireline Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6.3 Other Design Standards. To the extent Franchisee is providing wireline Facilities to Small Wireless Facilities either owned by Franchisee or a third party, Franchisee shall adhere to the design standards for such Small Wireless Facilities, and shall underground its wireline Facilities and/or place its wireline Facilities within the pole as may be required by such design standards. For the purposes of clarity, this Section 6.3 does not require undergrounding or interior placement of wireline Facilities within the pole to the extent that the Small Wireless Facilities are located on utility poles that have pre-existing aerial telecommunications facilities and provided such construction of Franchisee's Facilities continue to comply with applicable code requirements.

Section 6.4 <u>Limited Removal of Exiting underground Facilities</u>. Franchisee shall not remove any underground Facilities that require trenching or other opening of the Rights-of-Way, except as provided in this Section 6.2. Franchisee may remove any underground Facilities from the Right-of-Way that have been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way, or if otherwise permitted by the City. When the City determines, in the City's reasonable discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 8.1, prior to any such removal of underground Facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

Section 6.5 <u>Survival</u>. The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 7. Maps and Records.

Section 7.1 Following any construction, excluding modifications that meets the same or substantially similar dimensions of the Small Wireless Facility, Franchisee shall provide the City with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors for all existing Small Wireless Facilities in the Franchise Area. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in AutoCAD or other industry standard readable formats that are acceptable to the City and delivered electronically. Further, Franchisee shall provide such maps within thirty (30) calendar days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps and as-builts provided to the City.

Section 7.2 Within thirty (30) calendar days of a written request from the Public Works Director, Franchisee shall furnish the City with information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

Section 7.3 All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section 7.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter

42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests.

Section 7.5 Nothing in Section 7.3 or Section 7.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records, due to Franchisee's judicial intervention, as required hereunder within sixty (60) calendar days of a request from the City.

Section 7.6 On an annual basis, upon thirty (30) calendar days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise in accordance with GAAP. If the audit shows that tax or fee payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 8. Work in the Rights-of-Way.

Section 8.1 Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall apply to the City, consistent with the MMC Chapter 12.08, 15.10, and 15.12 for a Right-of-Way Permit to do so (except in the case of an emergency, in which case Section 13.1 applies) of its intent to commence work in the Right-of-Way. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications and warranted for a period of two (2) years. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 8.2 During any period of relocation, construction or maintenance, all work performed by Franchisee, or its contractors, shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining

property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City, including but not limited to Medina Municipal Code Chapter 15.10 and 15.12, or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

- Section 8.3 New wireline Facilities shall not be installed on existing metal street light standards or traffic signal standards, however this restriction shall not apply to Small Wireless Facilities installed pursuant to a separate lease agreement with the City and the associated wireline facilities installed within the poles.
- Section 8.4 The City reserves the right to limit or exclude Franchisee's access to a specific route, public Right-of-Way or other location when, in the judgment of the Public Works Director there is inadequate space (including but not limited to compliance with ADA clearance requirements and maintaining a clear and safe passage through the Rights-of-Way), a pavement cutting moratorium, unnecessary damage to public property, public expense, inconvenience, interference with municipal utilities, or for any other reason determined by the Public Works Director.
- Section 8.5 If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise, the Franchisee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:
- (a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;
- (b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;
- (c) To the extent reasonably possible, Franchisee, at the direction of the City, shall cooperate with the City and provide other private utility companies with the opportunity to utilize joint or shared excavations in order to minimize disruption and damage to the Right-of-Way, as well as to minimize traffic-related impacts; and
- (d) Franchisee may only charge the incremental costs to the City of installing facilities supplied by the City in such joint or shared excavations.

Section 8.6 At the discretion of the Public Works Director and depending on the impact to the usage of the Rights-of-Way, Franchisee shall give reasonable advance notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain the dates, contact number, nature and location of the work to be performed. Following performance of the work, Franchisee shall restore the Right-of-Way to the City standards in effect at the time of construction except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 8.7 Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 8.7 shall only apply to the extent necessary to protect above ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done at the expense of Franchisee and prior to obtaining a Street Work Permit per MMC 12.08.010 and, if applicable, an Administrative Rightof-Way Tree Activity Permit per MMC 16.71.050. Franchisee may contract for such services, however, any firm or individual so retained must first receive City approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not owned by the City. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for

Certified Arborists" as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the Public Works Director or his/her designee.

Section 8.8 Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption, or damages.

Section 8.9 Franchisee shall inform the City with at least thirty (30) calendar days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 8.10 Franchisee shall maintain all above ground improvements that it places on City Rights-of-Way pursuant to this Franchise. In order to avoid interference with the City's ability to maintain the Right-of-Way, Franchisee shall provide a clear zone consistent with the City Road Design and Construction Standards. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.

Section 8.11 The provisions of this Section 8 shall survive the expiration or termination of this Franchise and during such time as Franchisee continues to have Facilities in the Rights of Way.

Section 9. One Call Locator Service.

Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request, by the City or a third party, Franchisee shall locate its Facilities within fifteen (15) calendar days of notification, and consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 10. Safety Requirements.

Section 10.1 Requirements. Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, state, and municipal safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with municipal services. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 10.2 <u>Violation and Opportunity to Cure.</u> If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue the cure to completion), then the City may make such repairs or contract for them to be made by the City. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 10.3 Additional standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities and the placement of any cables connecting equipment in an orderly manner.

- (b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, state, and local regulations, ordinances, and laws.
- (c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 10.4 <u>Stop Work Order</u>. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

- (e) Be in writing;
- (f) Be given to the person doing the work or posted on the work site;
- (g) Be sent to Franchisee by overnight delivery;
- (h) Indicate the nature of the alleged violation or unsafe condition; and
- (i) Establish conditions under which work may be resumed.

Section 11. Work of Contractors and Subcontractors.

Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with state law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 12. Restoration after Construction.

Section 12.1 Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or within sixty (60) days after abandonment approved pursuant to Section 18, remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, as required by Medina

Municipal Code Chapter 12.28, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee nor for reasonable wear and tear. The Public Works Director or designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 12.2 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards and warranted for a period of two (2) years and for undiscovered defects as is standard and customary for this type of work.

Section 12.3 If conditions (e.g., weather) make the complete restoration required under this Section 12 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 12.4 In the event Franchisee does not repair or restore a Right-of-Way or an improvement in or to a Right-of-Way within the reasonable time agreed to by the Public Works Director, or designee, upon ten (10) calendar days' notice to Franchisee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) calendar days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 21.

Section 12.5 The provisions of this Section 12 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

Section 13. Emergency Work/Dangerous Conditions.

Section 13.1 In the event of any emergency in which any of Franchisee's Facilities located in the Rights-of-Way breaks, falls, becomes damaged, or if Franchisee's Facilities are otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity or the City, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of any person, entity or the City without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which Medina City Hall is open for business. The City retains the right and privilege to cut, move or remove any Facilities located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency.

Section 13.2 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by the sole negligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 13 except to the extent caused by the sole negligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents.

Section 13.3 Whenever the construction, installation or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street, electrical or telecommunications utilities or City property, the Public Works Director or designee may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can

timely contact Franchisee to request Franchisee effect the immediate repair, the City may access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 14. Recovery of Costs, Taxes and Fees.

Section 14.1 Franchisee shall pay a fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. No permits shall be issued for the installation of authorized Facilities until such time as the City has received payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to Medina in accordance with the provisions of Section 14.3.

Section 14.2 Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 14.3 Franchisee shall reimburse Medina within sixty (60) calendar days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Rights-of-Way as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of

Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 14.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 14.5 Franchisee hereby warrants that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

Section 14.6 Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under Medina Municipal Code Chapter 3.20, and consistent with state and federal law. The parties agree that if there is a dispute regarding tax payments that the process in Medina Municipal Code Chapter 3.20 shall control. In that event, the City may not enforce remedies under Section 21 or commence a forfeiture or revocation process pursuant to Section 20 until the dispute is finally resolved either consistent with Medina Municipal Code Chapter 3.20 or by judicial action and then only if the Franchisee does not comply with such resolution. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Medina Municipal Code Chapter 3.20 as may be permitted by law.

Section 15. Small Wireless Facilities.

Section 15.1 <u>City Retains Approval Authority</u>. The City shall have the authority at all times to control by appropriately exercised police powers through ordinance or regulation, consistent with 47 U.S.C. § 253, 47 U.S.C. § 332(c)(7) and the laws of the State of Washington, the location, elevation, manner of construction, and maintenance of any Small Wireless Facilities by Franchisee, and Franchisee shall promptly conform with all such requirements, unless compliance would cause Franchisee to violate other requirements of law. This Franchise does not prohibit the City from exercising its rights under federal, state or local law to deny or give conditional approval to an application for a permit to construct any individual Small Wireless Facility.

Section 15.2 <u>City Approvals and Permits</u>. The granting of this Franchise is not a substitute for any other required approvals to construct Franchisee's Facilities in the Rights-of-Way ("City Approvals"). The parties agree that such City Approvals (except Right-of-Way use permits as described in Section 8.1) are not considered use permits, as that term is defined in RCW 35.99.010. These City Approvals do not grant general authorization to enter and utilize the Rights-of-Way but rather grant Franchisee permission to build its specific Small Wireless Facilities. Therefore, the City Approvals are not subject to the thirty (30) calendar day issuance requirement described in RCW 35.99.030. The parties recognize that this provision is specifically negotiated as consideration for designating all of the Rights-of-Way of the City as the Franchise Area. Such City Approvals shall be issued consistent with the Medina Municipal Code, and state and federal laws governing wireless communication facility siting and may be in addition to any permits required under Section 8.1.

Section 15.3 Preference for Existing Infrastructure; Site Specific Agreements.

(a) Franchisee shall utilize existing infrastructure in the City whenever possible and consistent with the design, concealment and siting regulations of the Codes. The erection of new poles or structures in the Right-of-Way may only be permitted if no other alternative space feasible for the installation of the Facility is available. In the event that existing infrastructure is not available or feasible for a Small Wireless Facility, or if the City prefers new poles or

infrastructure in a particular area of the City, then Franchisee may request the placement of new or replacement structures in the Rights-of-Way consistent with the requirements of the Codes.

- (b) Franchisee acknowledges and agrees that if Franchisee requests to place new structures, or replacement structures that are higher than the replaced structure and the overall height of the replacement structure and the Facility are over 60 feet, in the Rights-of-Way then Franchisee may be required to enter into a site specific agreement consistent with RCW 35.21.860 in order to construct such Facilities in the Right of Way. Such agreements may require a site specific charge paid to the City. The approval of a site specific agreement is at the discretion of each of the parties thereto.
- (c) Unless otherwise required by the Codes, replacement poles or structures which remain substantially similar to existing structures or deviate in height or design as permitted within the Codes are permissible provided that Franchisee, or the pole owner at the Franchisee's request, removes the old pole or structure promptly, but no more than thirty (30) calendar days after the installation of the replacement pole or structure.
- (d) This Section 15.3 does not place an affirmative obligation on the City to allow the placement of new infrastructure on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting or design of wireless facilities.
- Section 15.4 <u>Concealment</u>. Franchisee shall construct its Facilities consistent with the concealment or stealth requirements as described in the Codes, as the same exist or are hereafter amended, or in the applicable permit(s), lease, site specific agreement, or license agreement, in order to minimize the visual impact of such Facilities.
- Section 15.5 <u>Eligible Facilities Requests</u>. The Parties agree that the intent of this Franchise is to provide general authorization to use the Rights-of-Way for Small Wireless Facilities. The designs as illustrated in a Small Wireless Permit, including the dimensions and number of antennas and equipment boxes and the pole height are intended and stipulated to be concealment features when considering whether a proposed modification is a substantial change under Section 6409(a) of the Spectrum Act, 47 U.S.C. §1455(a).
- Section 15.6 <u>Inventory</u>. Franchisee shall maintain a current inventory of Small Wireless Facilities throughout the Term of this Franchise. Franchisee shall provide to the City a copy of the inventory report no later than one hundred eighty (180) calendar days after the Effective Date of this ordinance and shall provide the City an updated copy of the inventory report

within thirty (30) calendar days of the City's reasonable request. The inventory report shall include GIS coordinates, date of installation, type of pole used for installation, description/type of installation for each Small Wireless Facility installation and photographs taken before and after the installation of the Small Wireless Facility and taken from the public street. Small Wireless Facilities that are considered Deactivated Facilities, as described in Section 18.1, shall be included in the inventory report and Franchisee shall provide the same information as is provided for active installations as well as the date the Facilities were deactivated and the date the Deactivated Facilities were removed from the Right-of-Way. The City shall compare the inventory report to its records to identify any discrepancies, and the parties will work together in good faith to resolve any discrepancies. Franchisee is not required to report on future inventory reports any Deactivated Facilities which were removed from the Rights-of-Way since the last reported inventory and may thereafter omit reference to the Deactivated Facilities.

Unauthorized Facilities. Any Small Wireless Facilities installation in the Section 15.7 Rights-of-Way that were not authorized under this Franchise or other required City Approval ("Unauthorized Facilities") will be subject to the payment of an Unauthorized Facilities charge by Franchisee. The City shall provide ninety (90) days written notice to Franchisee of any Unauthorized Facilities identified by City staff and Franchisee shall either (i) establish that the site was authorized, or (ii) submit a complete application to the City for approval of the Unauthorized Facilities. Upon notice of the Unauthorized Facility, Franchisee shall be charged One Thousand and 00/100 Dollars (\$1000.00) each day for each Unauthorized Facility ("Unauthorized Facility Penalty"). The Unauthorized Facility Penalty shall be waived in its entirety if Franchisee can establish that the site was in fact authorized. The Unauthorized Facility Penalty shall be suspended upon the submission of a complete application to the City requesting approval of the Unauthorized Facility. If the application for such Unauthorized Facilities is denied as the final decision, then the Unauthorized Facility Penalty will resume until the Unauthorized Facilities are removed and Franchisee shall remove the Unauthorized Facilities from the City's Rights-of-Way within thirty (30) calendar days after the expiration of all appeal periods for such denial. Upon the conclusion of any matter involving an Unauthorized Facility, City shall provide Franchise an invoice detailing the total amount of the Unauthorized Facility Penalty, if any, which penalty Franchisee shall pay within thirty (30) days after receipt of notice thereof. This Franchise remedy is in addition to any other remedy available to the City at law or equity.

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Section 15.8 <u>Graffiti Abatement</u>. As soon as practical, but not later than fourteen (14) calendar days from the date Franchisee receives notice or is otherwise aware, Franchisee shall remove all graffiti on any of its Small Wireless Facilities of which it is the owner of the pole or structure or on the Small Wireless Facilities themselves attached to a third-party pole (i.e. graffiti on the shrouding protecting the radios). The foregoing shall not relieve Franchisee from complying with any City graffiti or visual blight ordinance or regulation.

Section 15.9 Emissions Reports.

- (a) Franchisee is obligated to comply with all laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off any poles or structures in the Rights-of-Way, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Small Wireless Facility alone or from the cumulative effect of the Small Wireless Facility added to all other sources operated by Franchisee or on behalf of Franchisee on or near the specific pole or structure. Franchisee shall comply with the RF emissions certification requirements of MMC 16.37.140.
- (b) Nothing in this Franchise prohibits the City from requiring periodic testing of Franchisee's Facilities. The City may inspect any of Franchisee's Facilities and equipment located in the Rights-of-Way. If the City discovers that the emissions from a Facility exceeds the FCC standards, then the City may order Franchisee to immediately turn off the Facility or portion thereof committing the violation, until the emissions exposure is remedied. Such order shall be made orally by calling 877-373-0093 and also by written notice pursuant to Section 42. Franchisee is required to promptly turn off that portion of the Facility that is in violation, no later than forty-eight (48) hours after receipt of oral notice. Franchisee shall reimburse the City for reasonable costs incurred by the City for testing the Facility related to an annual inspection of the Facility and providing notice as described in Section 14.3 and Section 14.4, provided that any additional inspection costs conducted outside of the annual inspection shall be at the City's sole expense. The City shall provide documentation of its actual and itemized costs to the Franchisee upon request.

Section 15.10 <u>Interference with Public Facilities</u>. Franchisee's Small Wireless Facilities shall not physically interfere or cause harmful interference, as defined in 47 CFR 15.3(m), with any City operations (including, but not limited to, traffic lights, public safety radio systems, or other City communications infrastructure), or the PSERN (or its successor entity) communications operation or equipment. If the Small Wireless Facilities cause such interference, Franchisee shall

respond to the City's request to address the source of the interference as soon as practicable, but in no event later than forty-eight (48) hours after receipt of notice. the City may require, by written notice, that Franchisee power down the specific Small Wireless Facilities, or portion thereof, causing such interference if such interference is not remedied within forty-eight (48) hours after notice. If, within thirty (30) calendar days after receipt of such written notice from the City of such interference, Franchisee has not abated such interference, such Small Wireless Facility may be deemed an Unauthorized Facility and subject to the provisions of Section 15.7 or removal by the City consistent with Section 13. The Small Wireless Facility must remain powered down (except for testing purposes) during the abatement period; otherwise the City may take more immediate action consistent with Section 13 to protect the public health, safety, and welfare.

Section 15.11 <u>Interference with Other Facilities</u>. Franchisee is solely responsible for determining whether its Small Wireless Facilities interfere with telecommunications facilities of other utilities and other franchisees within the Rights-of-Way. Franchisee shall comply with the rules and regulations of the Federal Communications Commission regarding radio frequency interference when siting its Small Wireless Facilities within the Franchise Area. Franchisee, in the performance and exercise of its rights and obligations under this Franchise shall not physically or technically interfere in any manner with the existence and operation of any and all existing utilities, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable law or this Franchise.

Section 16. Indemnification.

Section 16.1 Franchisee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the City, its agents, board and commission members (appointed or elected), counsel, directors, officers, officials (elected and appointed), representatives, employees and agents (collectively the "Indemnitees") from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, board of directors, contractor (of any tier), counsel, management, servants, officers, representatives, shareholders, or employees or any other person acting in the operation of its business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection

with, in performance of, or related to the performance of this Franchise and any rights granted within this Franchise. Further, Franchisee agrees to indemnify, defend, and hold harmless the Indemnitees from any and all claims, costs, judgments, awards, or liability to any person arising from radio frequency emissions emitted from Franchisee's Facilities located in the Rights-of-Way, regardless of whether Franchisee's Facilities comply with applicable federal statutes and/or FCC regulations related thereto. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 16.2 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 16.

Section 16.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 16.2. The City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also

include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the Indemnitees, the obligations of Franchisee under the indemnification provisions of this Section 16 and any other indemnification provision herein shall apply. However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to personal or real property were caused or contributed to by the concurrent negligence of the Franchisee and the Indemnitees the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. Notwithstanding the proceeding sentence, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided herein constitutes Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Franchisee for claims made against the City by Franchisee's employees. This waiver has been mutually negotiated by the parties.

Section 16.5 Notwithstanding any other provisions of this Section 16, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the Indemnitees, except to the extent any such damage or destruction is caused by or arises from the sole negligence, willful, or criminal actions on the part of the Indemnitees. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including, by way of example and not limitation, lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with it's performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the Indemnitees. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of

Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, officials, employees or agents.

Section 16.6 The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17. Insurance.

Section 17.1 Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Franchisee. Franchisee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee. Franchisee shall maintain insurance from insurers with a current A.M. Best rating of not less than A-, VII. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

- (a) Automobile Liability insurance with limits of no less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage;
- (b) Commercial General Liability insurance as per form ISO CG 00 01 or its equivalent, written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual liability; premises; operations; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU);
- (c) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate;
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable;
- (e) Excess Umbrella liability policy with limits of no less than \$10,000,000 per occurrence and in the aggregate. Franchisee may use any combination of primary and excess to meet required total limits.

Section 17.2 Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 17. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies or be at least as broad as such underlying policies.

Section 17.3 The required Commercial General Liability and Umbrella/Excess Liability insurance policies obtained by Franchisee shall include the City, its agents, counsel, board and commission members employees, officers, officials (appointed and elected), and representatives, ("Additional Insureds"), as an additional insured by blanket endorsement with regard to any work or operations performed under this Franchise or by or on behalf of the Franchisee and the required Commercial Auto Liability policy obtained by Franchisee shall include the Additional Insureds, as an additional insured by blanket endorsement with regard to the use of vehicles by or on behalf of Franchisee while in performance of this Franchise. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability and except with respect to the rights and duties of Franchisee as the First Named insured. Franchisee shall provide to the City a certificate of insurance and a copy of the blanket additional insured endorsements. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, selfinsurance, or insurance pool coverage maintained by the City shall be in excess of Franchisee's required insurance and shall not contribute with it.

Section 17.4 Upon receipt of notice from its insurer(s) Franchisee shall provide the City with thirty (30) calendar days prior written notice of any cancellation or 10 days' notice of non-renewal of any insurance policy, required pursuant to this Section 17, that is not replaced. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 17. Failure to provide the insurance cancellation notice and to furnish to the City replacement certificates of insurance meeting the requirements of this Section 17 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 21 below. Notwithstanding the cure period described in

Section 21.2, the City may pursue its remedies immediately upon a failure to furnish evidence of replacement insurance.

Section 17.5 Franchisee's maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee. The insurance outlined in this Agreement shall not limit the liability of Franchisee.

Section 17.6 The City may review all required insurance limits once every three (3) calendar years during the Term and may make reasonable adjustments in the limits by Amendment to this Agreement upon thirty (30) calendar days' prior written notice to Franchisee. Franchisee shall then provide an updated certificate of insurance to the City showing compliance with these adjustments. In the event of a claim giving rise to a coverage question, upon request by the City, Franchisee shall furnish copies of all the applicable insurance policies, including endorsements, giving rise to such question. Franchisee shall provide such evidence of all contractors' coverage prior to any work performed under this Agreement.

Section 17.7 As of the Effective Date of this Franchise, Franchisee is not self-insured with respect to required insurance. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee or its affiliated parent entity shall comply with the following: (1) provide the City, upon request, a copy of Franchisee's, or its parent company's, most recent annual report, if such financial statements are not otherwise publicly available; (2) Franchisee or its parent company is responsible for all payments within the self-insurance program; and (3) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

Section 18. Abandonment of Franchisee's Telecommunications Network.

Section 18.1 Where any Facilities or portions of Facilities are no longer needed and their use is to be discontinued, the Franchisee shall immediately report such Facilities in writing ("Deactivated Facilities") to the Public Works Director. This notification is in addition to the inventory revisions addressed in Section 15.6. Deactivated Facilities, or portions thereof, shall be completely removed within sixty (60) calendar days and the site, pole or infrastructure restored to its pre-existing condition, reasonable wear and tear excepted.

Section 18.2 If Franchisee leases a structure from a landlord and such landlord later abandons the structure, Franchisee shall remove its Facilities from the abandoned structure within ninety (90) calendar days of such notification from the landlord at no cost to the City and shall remove the pole if so required by the landlord. Notwithstanding the preceding sentence, the timelines determined by the City for relocation projects described in Section 5 above shall apply.

Section 18.3 Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within thirty (30) days of receiving written notice from the Public Works Director or designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance, or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee, or reasonable wear and tear. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.4 Notwithstanding Section 18.1 above, the City may permit Franchisee's Facilities to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 18.5 Any Facilities which are not removed within one hundred eighty (180) calendar days of either the date of termination or revocation of this Franchise or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 18 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 18.6 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 19. Bonds

Section 19.1 Performance Bond. Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the City equal to at least 100% of the estimated cost of constructing Franchisee's Facilities within the Rights-of-Way of the City prior to commencement of any such work or such other amount as deemed appropriate by the Public Works Director. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 19.3. Compliance with the Performance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this Section 19.3. In lieu of a separate Performance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the City's bond requirements by posting a single ongoing performance bond in an amount approved by City.

Section 19.2 <u>Maintenance Bond</u>. Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 19.3 must be in place prior to City's release of the bond required by Section 19.3. Compliance with the Maintenance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this Section 19.3. In lieu of a separate Maintenance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the City's bond requirements by posting a single on-going maintenance bond in an amount approved by City.

Section 19.3 <u>Franchise Bond</u>. The City Franchisee shall provide the City with a bond in the amount of twenty Thousand Dollars (\$20,000.00) ("Franchise Bond") running or renewable

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for the term of this Franchise, in a form and substance reasonably acceptable to the City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure pursuant to MMC 15.10.270(B), then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by the City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 19.3 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit Medina's recourse to any remedy to which the City is otherwise entitled at law or in equity. Franchisee shall replenish the security fund within 14 calendar days after written notice from the city that there is a deficiency in the amount of the fund.

Section 20. Revocation.

If Franchisee willfully violates or fails to comply with any provision listed in MMC 15.10.320 or any material provisions of this Franchise beyond applicable notice and cure periods as set forth in Section 21, then at the election of the City Council after at least thirty (30) calendar days written notice to Franchisee specifying the alleged violation or failure, the City may revoke all rights conferred and this Franchise may be revoked by the City Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within thirty (30) calendar days after the hearing, the City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the City Council does not grant any additional period, the City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 21. Remedies to Enforce Compliance.

Section 21.1 The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to affect any such waiver.

Section 21.2 If Franchisee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Franchisee under the provisions of this Franchise, the City shall provide Franchisee with written notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) calendar days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) calendar thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, the City may, at its discretion, (1) revoke this Franchise with in accordance with Section 20, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchisee or the Franchise Bond set forth in Section 19.3 until the violation is cured, or (3) pursue other remedies as described in Section 21.1 above. Liquidated damages described in this Section 21.2 shall not be offset against any sums due to the City as a tax or reimbursement pursuant to Section 14.

Section 22. Non-Waiver.

The failure of the City to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements, or option.

Section 23. City Ordinances and Regulations.

Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction, and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

Section 24. Publication.

The Franchisee shall pay the cost of publication of this Franchise.

Section 25. Acceptance.

The rights and privileges granted pursuant to this Franchise shall not become effective until its terms and conditions are accepted by Franchisee. Acceptance shall be accomplished by Franchisee's submission of a written instrument in the form attached hereto as Exhibit A, executed and sworn to by a corporate officer of the Franchisee before a Notary Public. Acceptance must be filed with the City within thirty (30) days after the effective date of this Ordinance. At the time that acceptance is submitted, Franchisee shall also submit necessary insurance documentation pursuant to Section 17; any Performance Bond, if applicable, pursuant to Section 19.3; and the Franchise Bond required pursuant to Section 19.3. The administrative fees owing pursuant to Section 14.1 are due within thirty (30) days of receipt of invoice from the City.

Section 26. Survival.

All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 12, Section 16, Section 17, Section 18, Section 26, and Section 38 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by

statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 27. Assignment.

Section 27.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prompt written notice is provided to the City within 60 days of the assignment. The above notwithstanding, Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 27.2 below, or for collateral security purposes. Franchisee shall provide prompt, written notice to the City of any such assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 27, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 27.2 Any transactions which singularly or collectively result in a change of 50% or more of the (i) ownership or working control (for example, management of Franchisee or its Telecommunications facilities) of the Franchisee; or (ii) ownership or working control of the Franchisee's Telecommunications facilities within the City; or (iii) control of the capacity or bandwidth of the Franchisee's Telecommunication facilities within the City, shall be considered an assignment or transfer requiring approval by the City pursuant to MMC 15.10.300. Such transactions between affiliated entities are not exempt from notice requirements. The Franchisee shall notify the City any proposed change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) days the following the closing of the transaction.

Section 27.3 Franchisee may, without prior consent from the City: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user interest in the Facilities, or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to

another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from the City, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for City and zip code), Social Security Numbers, Employer Identification Numbers or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable Codes. Franchisee's obligation to remain fully responsible for compliance with the terms under this Section 27.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Section 28. Extension.

If this Franchise expires without renewal, the City may, subject to applicable law:

- (a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or
- (b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 18.

Section 29. Entire Agreement.

This Franchise constitutes the Parties' entire understanding and agreement as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon execution of this Franchise.

Section 30. Eminent Domain.

The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 31. Vacation.

If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The City shall notify the Franchisee in writing not less than sixty (60) calendar days before vacating all or any portion of any such area, in which Franchisee is located. the City may, after sixty (60) calendar days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 32. Notice.

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) calendar days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

CITY OF Medina

FRANCHISEE

Attn: City Manager 501 Evergreen Point Rd Medina, WA 98039 Attn:

Section 33. Severability.

If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, and either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 34. Compliance with All Applicable Laws.

Franchisee agrees to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. Franchisee further expressly acknowledges that following the approval of this Franchise, the City may modify its MMC to address Small Wireless Facility deployment and such MMC modifications shall apply to Franchisee's Facilities, except to the extent of a vested right or right under state or federal law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein. Notwithstanding the foregoing, Franchisee shall not be required to comply with any new ordinances to the extent that they impact existing Facilities to which Franchisee has a vested right in accordance with the vested rights doctrine under Washington case law or as codified at RCW 19.27.095.

Section 35. Amendment.

The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or relating to a City ordinance enacted pursuant to such federal or state statute or regulation; provided that the City provide Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the Parties do not reach agreement as to the terms of the amendment within thirty (30) calendar days of the call for negotiations, the Parties shall submit the issue to non-binding mediation. If such mediation is unsuccessful, the Parties may then submit the issue to a court of competent jurisdiction.

Section 36. Attorneys' Fees.

If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 37. Hazardous Substances.

Franchisee shall not introduce or use any hazardous substances (chemical or waste) in the Right-of-Way, in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials (appointed and elected), employees and agents harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Section 38. Licenses, Fees and Taxes.

Prior to constructing any improvements, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 39. Miscellaneous.

Section 39.1 The City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 39.2 This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

Section 39.3 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 39.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 39.5 Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that Medina is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 39.6 This Franchise may be enforced at both law and equity.

Section 39.7 Franchisee acknowledges that it, and not the City, shall be solely responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold Medina harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or Medina be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, Medina may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's sole expense.

Section 39.8 Any reference to the City's costs that must be paid by Franchisee pursuant to the terms of this Franchise shall mean all actual, reasonable, and documented costs of the City.

Section 39.9 Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as Acts of God or similar event, delays, earthquakes, explosions, fire, floods, lockouts, insurrection, pandemic, riots, strikes of any kind, terrorism, storms, unusual transportation delays, war, washouts, weather (including inclement weather which prevents construction), and acts of the public enemy.

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SUMMARY OF ORDINANCE NO. 1013(2022)

City of Medina, Washington

On the day of, 2022, the City Council of the City of Medina passed Ordinance No. 1013 (2022). A summary of the content of said Ordinance, consisting of the title, is provided as follows:
AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, GRANTING TO T-MOBILE WEST, LLC AND ITS AFFILIATES, SUCCESSORS, AND ASSIGNS THE RIGHT, PRIVILEGE, AUTHORITY FOR A NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF MEDINA, WASHINGTON.
The full text of this Ordinance will be mailed upon request.
Aimee Kellerman, CITY CLERK
FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL: PUBLISHED: EFFECTIVE DATE: ORDINANCE NO.: 1013 (2022)

EXHIBIT A

STATEMENT OF ACCEPTANCE

T-Mobile West, LLC for itself and its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions, and provisions of the Franchise attached hereto and incorporated herein by this reference.

By:	
Name: Title:	
STATE OF	
for the State of, d	022, before me the undersigned, a Notary Public in and duly commissioned and sworn, personally appeared,, the company that executed the within and
foregoing instrument, and acknowledged t	the said instrument to be the free and voluntary act and rposes therein mentioned, and on oath stated that he/she
IN WITNESS WHEREOF, I have hereund hereinabove set forth.	to set my hand and affixed my official seal on the date
Signature	
NOTARY PUBLIC in and for th	he State of, residing at
MY COMMISSION EXPIRES:	



Medina ROW Sites 2022

Seattle Engineering 2022-09-06



- ☐ LTE 2100 MHz On Air sites coverage only.
- ☐ Magenta circles show TMUS On Air Sites.
- ☐ Red squares show proposed ROW Sites.

Outdoor

In-Vehicle
In-Building Residential
In-building Commercial

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T-Mobile On Air Sites LTE 2100 MHz with the three proposed Medina

AGENDA ITEM 6.4



- ☐ LTE 2100 MHz coverage for
 - On Airsites.
 - Proposed ROW sites.
- ☐ Magenta circles show TMUS On Air Sites.
- ☐ Red squares show proposed ROW Sites.

Outdoor
In-Vehicle
In-Building Residential
In-building Commercial

135

T-Mobile On Air Sites – 5G 2500 MHz (Current without ROW Sites)

AGENDA ITEM 6.4



- ☐ 5G 2500 MHz On Air Sites coverage.
- ☐ Magenta squares show TMUS On Air sites without 5G 2500 MHz.
- ☐ Red squares show locations of proposed ROW Sites.



T-Mobile On Air Sites – 5G n41 (Current + Future without ROW Sites)

AGENDA ITEM 6.4



- ☐ 5G 2500 MHz On Air Sites coverage.
- ☐ Magenta circles show TMUS On Air Sites with 5G 2500 MHz (Current + Future).
- ☐ Red squares show locations of proposed ROW Sites.





- ☐ 5G (2500 MHz) On Air Sites coverage.
- ☐ Magenta circles show TMUS On Air Sites with 5G 2500 MHz (Current + Future).
- ☐ Red squares show locations of proposed ROW Sites with 5G 2500 MHz.





City of Medina, Washington PROCLAMATION

2022 National Recovery Month

WHEREAS, behavioral health is an essential part of one's overall health and wellness; and

WHEREAS, the COVID-19 pandemic has had, and continues to have, a profound effect on mental health and substance use, with increasing numbers of people experiencing anxiety, depression, and loneliness; and

WHEREAS, an estimated 575,000 people in King County are affected by these conditions; and

WHEREAS, preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles for individuals, families, and entire communities; and

WHEREAS, connection and community are critical components of recovery in our local area and across the nation; and

WHEREAS, we must encourage relatives, friends, and neighbors of people with mental and/or substance use disorders to recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, prevention of mental health and substance use disorders works, treatment is effective, and recovery is possible; and

WHEREAS, to help more people achieve and sustain recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), King County, and City of Medina invite all residents of Medina to participate in recognizing National Recovery Month; and

NOW, THEREFORE, I, Jessica Rossman, by virtue of the authority vested in me by the laws of City of Medina do hereby proclaim the month of September 2022 as

NATIONAL RECOVERY MONTH

In Medina and call upon the people of Medina to observe this month with programs and activities to support **National Recovery Month**.

In Witness Whereof, I have hereunto set my hand this 12th day of September, in the year of two thousand twenty-two, and of the Independence of the United States of America the two-hundred and forty-sixth.

Mayor,	Jessica	Rossman	



City of Medina, Washington **PROCLAMATION**

Childhood Cancer Awareness Week September 25 – October 1, 2022

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 16,000 of our country's young people every year. An estimated 400,000 children and adolescents are diagnosed with cancer globally each year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded nearly thirty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc., Kids Cancer Connection, Inc. and Lions Clubs International are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Seattle Children's Hospital, Mary Bridge Children's Hospital in Tacoma, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor toy distributions, family sailing programs, positive appearance services, pet-assisted therapy, Laughternoon - Laughter is Healing, KCC Supercar Experience, positive appearance programs, educational programs, and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, I, Jessica Rossman, Mayor of City of Medina, Washington, and on behalf of the City Council, do hereby declare September 25 – October 1, 2022 to be

CHILDHOOD CANCER AWARENESS WEEK

And I encourage all people in Medina, WA to join me in this special observance.

Mayor, Jessica Rossman	

City of Medina 2023 Preliminary Budget Public Hearing

Medina City Council
September 12, 2023

Preparation Of Preliminary Budget

- August 8 Directors were presented with the 2023 Budget Template
- August 15 August 31 Individual Meetings with Department Directors to individual Budget Items
- August 31 Directors and City Manager meet to discuss 2023 Budget
- September 6 Finance Director and City Manager Meet with Finance Committee to Discuss Preliminary Budget
- September 12 First Public Hearing on 2023 Preliminary Budget

2019 Levy Lid Lift Election Overview

- 10 Year Long Term Financial Plan for City of Medina (2020-2029)
 - Provide Sustainable Level of Funding
 - Maintain 2019 Level of Service Going Forward
 - Levy Stabilization Fund to Maintain Level of Service 2026-2029
 - \$2,000,000 Minimum Required Balance Needed by 12/31/2025
 - 2021 Deposited \$500,000 into Fund
 - 2022 Deposited \$500,000 into Fund
 - 2023 \$500,000 Budgeted for 2023

Budget Process Overview

- Conservative Revenue Predictions, annualized year to date numbers and added 2% for Inflation
- Intergovernmental Revenue, used MRSC Estimated Distribution for Numbers
- For REET Revenue, YTD Annualized minus 25% to Cover Market Cool Down

Budget Item Callouts

- 5% decrease in General Fund Revenue
 - \$400K 2022 Passport Revenue
 - \$100K 2022 Contributions/Donations
- 24% Increase Insurance Costs (WCIA)
- 24% Increase to NORCOM Dispatch Service
- 9.8% Increase for Bellevue Fire from 2022
 - 2022 one-time decrease in cost, 2023 returning to pre-covid (2.5% increase from 2021)

Future Dates of Note

- September 14, 2023 Preliminary Budget Provided to City Council
- September 26, 2023 City Council Study Session on Budget (Deep Dive)
- October 10, 2023 Second Public Hearing on Proposed Budget and Revenue Sources
- November 14, 2023 Final Public Hearing on Proposed Budget, sets property tax levy to KC Assessors Office
- November 14, 2023 Council Votes to Adopt 2023 Budget

Questions?