



MEDINA CITY COUNCIL

Monday, November 08, 2021

4:00 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

Virtual/Online

Monday, November 08, 2021 – 4:00 PM

AGENDA

MAYOR | Jessica Rossman

DEPUTY MAYOR | Cynthia F. Adkins

COUNCIL MEMBERS | Roger Frey, Jennifer Garone, Harini Gokul, Alex Morcos, Bob Zook

CITY MANAGER | Michael Sauerwein

CITY ATTORNEY | Scott Missall

CITY CLERK | Aimee Kellerman

Virtual Meeting Participation

With the passage of the City's Proclamation of Local Emergency, City Hall is closed to the public. Council participation in this meeting will be by teleconference/online only. Members of the public may also participate by phone/online. Individuals wishing to speak live during the Virtual City Council meeting will need to register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message before 2PM on the day of the November 8 Council meeting. Please reference Public Comments for November 8 Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3 minute limit.

[Join Microsoft Teams Meeting](#)

[+1 360-302-2562](#) United States, Seattle (Toll)

Conference ID: 647 612 757#

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Adkins, Frey, Garone, Gokul, Morcos, 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 November 8 Council meeting. Please reference Public Comments for November 8 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 Presentation Phase 2 of the 520 Expansion Joint Sound Mitigation Study by University of Washington Professor Per Reinhall, PhD.

Time Estimate: 30 minutes

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

Time Estimate: 15 minutes

5. **CONSENT AGENDA**

Time Estimate: 5 minutes

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

- [5.1](#) Check Register, October 2021

Recommendation: Approve.

Staff Contact: Julie Ketter, Finance Director

- [5.2](#) Approved September 20, 2021 Park Board Meeting Minutes

Recommendation: Receive and file.

Staff Contact: Dawn Nations, Deputy City Clerk

- [5.3](#) Approved September 28, 2021 Planning Commission Meeting Minutes

Recommendation: Receive and file.

Staff Contact: Stephanie Keyser, AICP, Planning Manager

- [5.4](#) DRAFT Meeting Minutes of September 27, 2021

Recommendation: Adopt minutes.

Staff Contact: Aimee Kellerman, CMC, City Clerk

- [5.5](#) Contract Authorizing 77th AVE NE Stormwater Repair Phase 1

Staff Recommendation: Approve.

Staff Contact: Ryan Osada, Public Works Director

6. **LEGISLATIVE HEARING**

None.

7. **PUBLIC HEARING**

- [7.1](#) Final 2022 Budget and Salary Schedule

a) 2022 Final Budget Ordinance No. 1005;

b) 2022 Property Tax Levy Resolution No. 420; and

c) Creating New Development Services Enterprise Fund Resolution No. 421.

Recommendation: Take public testimony and adopt Ordinance No. 1005, Resolution

No. 420 and Resolution No. 421.

Staff Contacts: Julie Ketter, Finance & HR Director; Michael Sauerwein, City Manager

Time Estimate: 40 minutes

[7.2](#) Tree Code Update

Recommendation: Discussion and possible direction.

Staff Contact(s): Stephanie Keyser, Planning Manager; Emily Miner, City Attorney

Time Estimate: 30 minutes

[7.3](#) Liang Street Vacation Petition

Recommendation: Continue for Council deliberation and action.

Staff Contacts: Stephanie Keyser, Planning Manager; Scott Missall, City Attorney

Time Estimate: 40 minutes

8. **CITY BUSINESS**

None.

9. **CITY MANAGER'S REPORT**

Time Estimate: 15 minutes

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

[9.1a](#) CM Monthly Report

[9.1b](#) Police Activity Report

[9.1c](#) DS Monthly Report

[9.1d](#) Finance Monthly Report

[9.1e](#) CS Monthly Report

[9.1f](#) PW Monthly Report

10. **REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE**

11. **PUBLIC COMMENT**

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

12. **EXECUTIVE SESSION**

Time Estimate: 30 minutes

RCW 42.30.110(1)(g)

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

13. ADJOURNMENT

Next regular City Council Meeting: December 13, 2021 at 4 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, November 22, 2021 - City Council Meeting (Cancelled)

Thursday, November 25, 2021 - Thanksgiving Holiday - City Hall Closed

Friday, November 26, 2021 - Day After Thanksgiving Holiday - City Hall Closed

Monday, December 13, 2021 - City Council Meeting (4:00 PM)

Monday, December 27, 2021 - City Council Meeting (Cancelled)

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, November 8, 2021 Regular Meeting of the Medina City Council was posted and available for review on Friday, November 5, 2021 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.

Check Register
October 2021

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
8X8, Inc.	3173571	CH phones	\$913.23	63129	10/14/2021	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
			\$913.23	63129 Total			
Anglin, Albert	REIMB 10/12/2021	LEOFF1 retiree reimb.	\$2,571.83	63130	10/14/2021	001-000-000-521-20-21-10	Personnel Benefits-Retirees
			\$2,571.83	63130 Total			
Associated Underwater Services Inc	6591	Buoy replacement	\$4,974.52	63131	10/14/2021	001-000-000-521-20-41-40	Marine Patrol Services
			\$4,974.52	63131 Total			
AT&T Mobility	287287975246X09272021	Patrol car connection	\$805.06	63132	10/14/2021	001-000-000-521-20-42-00	Communications (phone,Pagers)
			\$805.06	63132 Total			
AV Capture All, Inc.	2449	Audio recording software,11/21-10/22	\$2,629.19	63133	10/14/2021	001-000-000-518-80-41-50	Technical Services, Software Services
			\$2,629.19	63133 Total			
Avidex	075674	Convert to hybrid mtgs	\$6,157.27	63134	10/14/2021	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
			\$6,157.27	63134 Total			
Centurylink	425-637-3989 759B 9/17-10/17/21	PD phone/fax	\$235.91	63135	10/14/2021	001-000-000-521-20-42-00	Communications (phone,Pagers)
			\$235.91	63135 Total			
Comcast	8498330081741723 10/7-11/6/21	700 LWB camera	\$245.22	63136	10/14/2021	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	8498330130197935 10/7-11/6/21	1000 LWB camera	\$241.36	63136	10/14/2021	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
			\$486.58	63136 Total			
Crystal And Sierra Springs-Admin	11037150 100921	CH drinking water	\$108.18	63137	10/14/2021	001-000-000-518-10-31-00	Office And Operating Supplies
			\$108.18	63137 Total			
CSPA Interlocal	2021-Medina	CSPA annual dues	\$400.00	63138	10/14/2021	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
			\$400.00	63138 Total			
CWA Consultants	21-313	Bldg plan review svc	\$880.00	63139	10/14/2021	001-000-000-558-60-41-00	Prof Services
CWA Consultants	21-317	Bldg plan review svc	\$1,980.00	63139	10/14/2021	001-000-000-558-60-41-00	Prof Services
CWA Consultants	21-316	Bldg plan review svc	\$1,320.00	63139	10/14/2021	001-000-000-558-60-41-00	Prof Services
			\$4,180.00	63139 Total			
FCI - Custom Police Vehicles	16178	3 Dodge Chargers trade-in	(\$12,900.00)	63140	10/14/2021	001-000-000-395-10-00-00	Sale Of Equipment/Property
FCI - Custom Police Vehicles	16159	Veh. cargo sltn, trade-in	\$6,082.07	63140	10/14/2021	001-000-000-594-21-64-50	Police Vehicle/Equip >\$5K Capital Outlay
FCI - Custom Police Vehicles	16571	Veh.antenna Car#25,trade-in	\$114.35	63140	10/14/2021	001-000-000-594-21-64-50	Police Vehicle/Equip >\$5K Capital Outlay
FCI - Custom Police Vehicles	16715	Veh. spotlight via trade-in	\$239.58	63140	10/14/2021	001-000-000-594-21-64-50	Police Vehicle/Equip >\$5K Capital Outlay
FCI - Custom Police Vehicles	16098	PD veh. equip.via trade-in	\$3,305.12	63140	10/14/2021	001-000-000-594-21-64-50	Police Vehicle/Equip >\$5K Capital Outlay
FCI - Custom Police Vehicles	14039	Chief veh. lease, Oct'21	\$757.06	63140	10/14/2021	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14036	3 PD veh. lease, Oct'21	\$2,741.61	63140	10/14/2021	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14038	Srgt veh. lease, Oct'21	\$794.53	63140	10/14/2021	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14037	Cap. veh. lease, Oct'21	\$678.17	63140	10/14/2021	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14038	Srgt veh. lease, Oct'21	\$286.55	63140	10/14/2021	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14036	3 PD veh. lease, Oct'21	\$370.59	63140	10/14/2021	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14037	Cap. veh. lease, Oct'21	\$260.95	63140	10/14/2021	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14039	Chief veh. lease, Oct'21	\$236.66	63140	10/14/2021	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
			\$2,967.24	63140 Total			
Home Depot Credit Services	9010915	Mutt Mitt garbage enclosure	\$214.55	63141	10/14/2021	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	6023038	Mutt Mitt garbage enclosure	\$590.79	63141	10/14/2021	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	0010734	Concrete for sign posts	\$76.10	63141	10/14/2021	101-000-000-542-30-31-00	Operating & Maintenance Supplies
			\$881.44	63141 Total			
Issaquah Honda Kubota	412511	Equipment zcycle oil	\$146.13	63142	10/14/2021	101-000-000-542-30-31-00	Operating & Maintenance Supplies
			\$146.13	63142 Total			
Message Watcher, LLC	45827	Email web archiving, Sept'21	\$231.80	63143	10/14/2021	001-000-000-518-80-41-50	Technical Services, Software Services
			\$231.80	63143 Total			

Check Register
October 2021

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
Michael & JJ , LLC	1059 STMT 9/1-9/30/21	PD dry cleaning	\$131.06	63144	10/14/2021	001-000-000-521-20-22-00	Uniforms
			\$131.06	63144 Total			
Municipal Code Corporation	00364871	MMC update	\$2,690.00	63145	10/14/2021	001-000-000-518-10-41-00	Professional Services
			\$2,690.00	63145 Total			
Navia Benefit Solutions	10377720	Flex fees, Sept'21	\$50.00	63146	10/14/2021	001-000-000-514-20-49-10	Miscellaneous
			\$50.00	63146 Total			
Office of MWBE	30313841	OMWB fees, 7/2021-6/2023	\$100.00	63147	10/14/2021	001-000-000-511-60-41-01	Legislative Activities- Regional/Intergovt
			\$100.00	63147 Total			
Pitney Bowes Global Financial Svcs	3314372546	Pstg machine lease, 8-10/21	\$451.45	63148	10/14/2021	001-000-000-518-10-31-00	Office And Operating Supplies
			\$451.45	63148 Total			
Pro-shred	48136	CH shredding svc	\$53.00	63149	10/14/2021	001-000-000-518-10-41-00	Professional Services
			\$53.00	63149 Total			
Puget Sound Energy	200018418620 8/20-9/20/21	CH power	\$1,507.53	63150	10/14/2021	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
Puget Sound Energy	200004844904 8/21-9/21/21	ODE camera	\$29.60	63150	10/14/2021	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	200004844698 8/21-9/21/21	NE 10th SE camera	\$34.23	63150	10/14/2021	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	200024956076 8/20-9/20/21	82nd Ave NE camera	\$27.69	63150	10/14/2021	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	200012316424 8/20-9/20/21	PW shop power	\$533.95	63150	10/14/2021	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	300000000087 9/1-9/30/21	Street light power	\$0.16	63150	10/14/2021	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220014371912 9/1-9/30/21	Street light power	\$1,740.85	63150	10/14/2021	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220013672732 9/1-9/30/21	Steet light power	\$28.80	63150	10/14/2021	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220013665165 9/1-9/30/21	Street light power	\$12.39	63150	10/14/2021	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	200004844466 8/21-9/21/21	Street light power	\$15.84	63150	10/14/2021	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220014371946 9/1-9/30/21	Street light power	\$103.15	63150	10/14/2021	101-000-000-542-63-41-00	Street Light Utilities
			\$4,034.19	63150 Total			
Seattle Times, The	10563	Legal notices	\$1,616.75	63151	10/14/2021	001-000-000-518-10-44-00	Advertising
			\$1,616.75	63151 Total			
Spot-On Print & Design	55606	Business card, Bennett	\$52.36	63152	10/14/2021	001-000-000-518-10-31-00	Office And Operating Supplies
			\$52.36	63152 Total			
Staples Business Advantage	3488823374	Office supplies	\$182.75	63153	10/14/2021	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3488823372	Office supplies	\$101.25	63153	10/14/2021	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3486404592	PD office supplies	\$4.59	63153	10/14/2021	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3486404591	PD office supplies	\$64.89	63153	10/14/2021	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3486404593	PD office supplies	\$118.40	63153	10/14/2021	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3488823371	PD office supplies	\$115.68	63153	10/14/2021	001-000-000-521-20-31-00	Office Supplies
			\$587.56	63153 Total			
Stelly, Jennifer	PW-ROW-19-017 Refund	Refund of cash bond	\$10,000.00	63154	10/14/2021	001-000-000-582-10-00-01	Refund of Deposits - Dev. Svcs.
			\$10,000.00	63154 Total			
TIG Technology Integration Group	19398	IT managed svcs, Oct'21	\$10,255.82	63155	10/14/2021	001-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group	5426995	MS docks, Keyser/Bennett	\$458.02	63155	10/14/2021	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
			\$10,713.84	63155 Total			
WA ST Auditor's Office	L144455	FY2020 aduit fees	\$7,102.68	63156	10/14/2021	001-000-000-514-20-42-00	Intergvtml Prof Serv-Auditors
			\$7,102.68	63156 Total			
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$370.14	63157	10/14/2021	631-000-000-586-00-01-00	WA St-Auto Theft Protection
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$182.36	63157	10/14/2021	631-000-000-586-00-02-00	WA ST Traumatic Brain Injury
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$45.68	63157	10/14/2021	631-000-000-586-00-03-00	WA St-State Highway Safety
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$20.08	63157	10/14/2021	631-000-000-586-00-04-00	WA ST Death Inv Account
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$184.34	63157	10/14/2021	631-000-000-586-83-08-00	WA St -Emer Med and Trauma

Check Register
October 2021

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$114.01	63157	10/14/2021	631-000-000-586-89-09-00	WA ST Highway Account
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$14.08	63157	10/14/2021	631-000-000-586-90-02-00	WA State Gen Fund 54
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$1,840.21	63157	10/14/2021	631-000-000-586-91-00-00	WA St-State Gen Fund 40
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$1,061.26	63157	10/14/2021	631-000-000-586-92-00-00	WA St-State Gen Fund 50
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$849.72	63157	10/14/2021	631-000-000-586-97-05-00	WA St-JIS
WA ST Treasurer's Office	2021 Q3 State Shared Rev	Q3'21 State shared rev.	\$182.00	63157	10/14/2021	631-000-000-589-30-03-00	WA St-Bldg Code Fee
			\$4,863.88	63157 Total			
Anglin, Albert	REIMB 10/19/2021	LEOFF1 reimb.	\$801.00	63158	10/19/2021	001-000-000-521-20-21-10	Personnel Benefits-Retirees
			\$801.00	63158 Total			
Applied Professional Services Inc.	123984	77th Ave storm repair	\$18,747.78	63159	10/29/2021	307-000-000-595-30-63-02	Storm Sewer Improvements
			\$18,747.78	63159 Total			
AT&T MOBILITY	287290584494X10132021	PW & DS cell phones	\$46.06	63160	10/29/2021	001-000-000-558-60-42-00	Communications
AT&T MOBILITY	287290584494X10132021	PW & DS cell phones	\$230.30	63160	10/29/2021	001-000-000-576-80-42-00	Telephone/postage
			\$276.36	63160 Total			
Bellevue City Treasurer - Water	90108897 7/16-9/22/21	LWB irrig.	\$124.72	63161	10/29/2021	101-000-000-542-70-40-00	Street Irrigation Utilities
			\$124.72	63161 Total			
Blueline Group LLC, The	22158	Land use plan review	\$1,147.00	63162	10/29/2021	001-000-000-558-60-41-01	Planning Consultant
			\$1,147.00	63162 Total			
BRC Acoustics & Audiovisual Design	26514	Sound test svcs	\$808.44	63163	10/29/2021	001-000-000-558-60-41-08	Sound Testing Consultant
			\$808.44	63163 Total			
Buenavista Services, Inc	9066	CH&PO janitorial svcs	\$2,037.75	63164	10/29/2021	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	9119	CH exterior cleaning	\$2,500.00	63164	10/29/2021	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	9065	Park janitorial svcs	\$1,158.62	63164	10/29/2021	001-000-000-576-80-41-00	Professional Services
			\$5,696.37	63164 Total			
Carquest Auto Parts Stores	2417-498495	Veh. light bulbs	\$70.18	63165	10/29/2021	101-000-000-542-30-48-00	Equipment Maintenance
			\$70.18	63165 Total			
Centurylink	425-451-7838 049B 10/7-11/7/21	CH CC terminal	\$161.20	63166	10/29/2021	001-000-000-518-10-42-00	Postage/Telephone
Centurylink	425-454-2095 384B 10/8-11/8/21	PD emergency line	\$123.77	63166	10/29/2021	001-000-000-521-20-42-00	Communications (phone,Pager)
Centurylink	425-454-8183 070B 10/8-11/8/21	PW alarm/fire line	\$128.26	63166	10/29/2021	001-000-000-576-80-42-00	Telephone/postage
			\$413.23	63166 Total			
Comcast	8498330130193223 10/16-11/15/21	NE 24th camera	\$241.36	63167	10/29/2021	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	8498330130193264 10/16-11/15/21	NE 12th camera	\$241.36	63167	10/29/2021	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
			\$482.72	63167 Total			
Crystal And Sierra Springs-Police	5296969 100921	PD drinking water	\$87.93	63168	10/29/2021	001-000-000-521-20-31-00	Office Supplies
			\$87.93	63168 Total			
Crystal And Sierra Springs-PW	5291929 100921	PW drinking water	\$163.10	63169	10/29/2021	001-000-000-576-80-31-00	Operating Supplies
			\$163.10	63169 Total			
Eastside Public Safety Communicat'n	10567	Radio fees, Oct'21	\$495.39	63170	10/29/2021	001-000-000-521-20-41-20	Dispatch-EPSCA
			\$495.39	63170 Total			
Fremont Avenue Tours LLC	145.	CC & staff training facility	\$1,800.00	63171	10/29/2021	001-000-000-511-60-43-00	Travel & Training
			\$1,800.00	63171 Total			
G.W. Gunarama Wholesale, Inc.	1137936	Firearm purchase	\$5,407.44	63172	10/29/2021	001-000-000-521-20-35-20	Firearms (Purchase & Repair)
			\$5,407.44	63172 Total			
Gray & Osborne, Inc.	19412.01-20427.23 9/12-10/9/21	Grading & drainage svcs	\$10,606.64	63173	10/29/2021	001-000-000-558-60-41-07	Engineering Consultant
			\$10,606.64	63173 Total			
Horticultural Elements, Inc.	5729	84th landscape svc, Oct'21	\$4,490.00	63174	10/29/2021	101-000-000-542-30-41-00	Professional Services
			\$4,490.00	63174 Total			

Check Register
October 2021

AGENDA ITEM 5.1

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
KC Finance-Roads	114781-114781	Engineering svcs	\$2,624.15	63175	10/29/2021	307-000-000-595-30-63-01	Street Improvements, Overlays
			\$2,624.15	63175 Total			
KC Office of Finance	11010512	KC I-Net, Sept'21	\$375.00	63176	10/29/2021	001-000-000-518-80-41-50	Technical Services, Software Services
			\$375.00	63176 Total			
Kirkland Municipal Court	8/31/2021 Remittance Return	Refund of overpymt	\$401.10	63177	10/29/2021	001-000-000-353-10-00-00	Municipal Court-Traffic Infrac
			\$401.10	63177 Total			
Konica Minolta Premier Finance	38665375	Copier leasing	\$533.61	63178	10/29/2021	001-000-000-518-10-31-00	Office And Operating Supplies
			\$533.61	63178 Total			
LexisNexis Risk Mgmt	1011660-202110930	Investigative tool, Sept.'21	\$116.81	63179	10/29/2021	001-000-000-521-20-41-00	Professional Services
			\$116.81	63179 Total			
Moberly & Roberts, PLLC	992	Prosecution svcs, Sept'21	\$4,000.00	63180	10/29/2021	001-000-000-512-50-41-10	Prosecuting Attorney
			\$4,000.00	63180 Total			
Northwest Traffic Inc	21661	Restripe street & parking lots	\$3,982.00	63181	10/29/2021	101-000-000-542-30-41-10	Road & Street Maintenance
			\$3,982.00	63181 Total			
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, CC	\$7,646.50	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, CS	\$1,170.00	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, DS	\$3,683.75	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, Exec.	\$90.00	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, Fairweather/PCHB	\$5,723.75	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, Finance	\$195.00	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, Liang st. vac.	\$1,365.00	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, PD	\$3,573.00	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, PW	\$130.00	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	855977-855985 Sept'21	Legal svcs, T-Mobile	\$850.00	63182	10/29/2021	001-000-000-515-41-40-00	City Attorney
			\$24,427.00	63182 Total			
Pacific Topsoils, Inc.	22-T1222368	Dump clean green	\$173.60	63183	10/29/2021	001-000-000-576-80-41-00	Professional Services
Pacific Topsoils, Inc.	22-T1222346	Dump clean green	\$173.60	63183	10/29/2021	001-000-000-576-80-41-00	Professional Services
Pacific Topsoils, Inc.	22-T1222232	Dump clean green	\$173.60	63183	10/29/2021	001-000-000-576-80-41-00	Professional Services
			\$520.80	63183 Total			
Pro-shred	48428	CH shredding svc	\$53.00	63184	10/29/2021	001-000-000-518-10-41-00	Professional Services
Pro-shred	48266	Community Shredding Day	\$1,200.00	63184	10/29/2021	001-000-000-521-20-49-60	Crime Prevention/Public Educ
			\$1,253.00	63184 Total			
Prothman Company	2021-7581	Finance Director search	\$3,146.50	63185	10/29/2021	001-000-000-513-10-41-00	Professional Services
			\$3,146.50	63185 Total			
Puget Sound Energy	200004844466 9/22-10/21/21	View pt pk pwr	\$15.75	63186	10/29/2021	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	200012316424 9/21-10/20/21	PW shop pwr	\$570.21	63186	10/29/2021	001-000-000-576-80-47-00	Utilities
			\$585.96	63186 Total			
Sherwood Appraisals	21-MSV	St. vac. appraisal, reimb.	\$3,000.00	63187	10/29/2021	001-000-000-558-60-41-00	Prof Services
			\$3,000.00	63187 Total			
Sound View Strategies, LLC	2512	SR520 consulting, Sept'21	\$3,000.00	63188	10/29/2021	001-000-000-513-10-41-00	Professional Services
			\$3,000.00	63188 Total			
Staples Business Advantage	3490055509	PD office supplies	\$50.68	63189	10/29/2021	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3490055510	PD office supplies	\$23.11	63189	10/29/2021	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3490055511	PD office supplies	\$62.13	63189	10/29/2021	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3490055508	PD office supplies	\$17.60	63189	10/29/2021	001-000-000-521-20-31-00	Office Supplies
			\$153.52	63189 Total			
Statewide Security	212038	Alarm/fire monitoring	\$617.10	63190	10/29/2021	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$617.10	63190 Total			

Check Register
October 2021

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
Stewart MacNichols Harmell, Inc., PS	September 2021	Public defense, Sept'21	\$250.00	63191	10/29/2021	001-000-000-515-91-40-00	Public Defender
			\$250.00	63191 Total			
Supply Source Inc., The	2102326	CH janitorial supplies	\$1,129.60	63192	10/29/2021	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$1,129.60	63192 Total			
US Bank Voyager Fleet Sys.	8693624262141	PD fuel	\$1,981.40	63193	10/29/2021	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			\$1,981.40	63193 Total			
Utilities Underground Location Ctr	1090180	Locate svcs	\$61.92	63194	10/29/2021	101-000-000-542-30-47-00	Utility Services
Utilities Underground Location Ctr	1050178	Locate svcs	\$93.64	63194	10/29/2021	101-000-000-542-30-47-00	Utility Services
			\$155.56	63194 Total			
WA ST Patrol	I22001671	CPL background check	\$39.75	63195	10/29/2021	631-000-000-589-30-02-00	WA ST Patrol-Gun-Fbi
			\$39.75	63195 Total			
Watson Asphalt Paving CO	17334	Overlake Dr. striping	\$1,850.00	63196	10/29/2021	101-000-000-542-30-41-10	Road & Street Maintenance
			\$1,850.00	63196 Total			
Willard's Pest Control	370401	PO rodent svcs	\$83.68	63197	10/29/2021	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$83.68	63197 Total			
Zumar Industries, Inc.	37635	Street signs	\$1,578.13	63198	10/29/2021	101-000-000-542-64-41-00	Traffic Control Devices
			\$1,578.13	63198 Total			
Zhu, Yongkang Anna	REIMB 10/11/2021	PSFOA training	\$10.00	ACH Payment	10/14/2021	001-000-000-514-20-43-00	Travel & Training
US Bank	CRICKMORE 9/2-10/1/21	Air compressor, scaffold	\$757.49	ACH Payment	10/30/2021	101-000-000-542-30-35-00	Small Tools/minor Equipment
US Bank	CRICKMORE 9/2-10/1/21	Charge mower battery	\$13.15	ACH Payment	10/30/2021	001-000-000-576-80-48-00	Repair & Maint Equipment
US Bank	BURNS 9/2-10/1/21	Firearm accessories	\$1,109.72	ACH Payment	10/30/2021	001-000-000-521-20-48-00	Repairs & Maint-Equip & Evidence SW
US Bank	BURNS 9/2-10/1/21	Firearm tools	\$275.54	ACH Payment	10/30/2021	001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
US Bank	KELLERMAN 9/2-10/1/21	Internet logs	\$0.27	ACH Payment	10/30/2021	001-000-000-518-80-41-50	Technical Services, Software Services
US Bank	BURNS 9/2-10/1/21	Kit Talon Batt; organizer	\$292.54	ACH Payment	10/30/2021	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	NATIONS 9/2-10/1/21	Medina boat tour	\$319.00	ACH Payment	10/30/2021	001-000-000-511-60-49-00	Miscellaneous
US Bank	KELLERMAN 9/2-10/1/21	Municode web training, CC	\$57.89	ACH Payment	10/30/2021	001-000-000-518-10-43-00	Travel & Training
US Bank	NATIONS 9/2-10/1/21	Office supplies	\$502.58	ACH Payment	10/30/2021	001-000-000-518-10-31-00	Office And Operating Supplies
US Bank	SASS 9/2-10/1/21	Office supplies, boxes	\$60.44	ACH Payment	10/30/2021	001-000-000-521-20-31-00	Office Supplies
US Bank	KELLERMAN 9/2-10/1/21	Offsite storage, lg	\$839.00	ACH Payment	10/30/2021	001-000-000-518-30-45-00	Facility Rental
US Bank	BURNS 9/2-10/1/21	PD office supplies	\$811.28	ACH Payment	10/30/2021	001-000-000-521-20-31-00	Office Supplies
US Bank	OSADA 9/2-10/1/21	Plumbing repair, CH	\$1,129.07	ACH Payment	10/30/2021	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
US Bank	KELLERMAN 9/2-10/1/21	Public record training, CC	\$95.00	ACH Payment	10/30/2021	001-000-000-518-10-43-00	Travel & Training
US Bank	WILCOX 9/2-10/1/21	PW carwash	\$13.00	ACH Payment	10/30/2021	001-000-000-558-60-32-00	Vehicle Expenses-Gas, Oil, Maint
US Bank	CRICKMORE 9/2-10/1/21	PW supplies	\$105.63	ACH Payment	10/30/2021	001-000-000-576-80-31-00	Operating Supplies
US Bank	CRICKMORE 9/2-10/1/21	PW uniforms	\$1,270.22	ACH Payment	10/30/2021	101-000-000-542-30-22-00	Uniforms
US Bank	BURNS 9/2-10/1/21	Record training, Marxer	\$50.00	ACH Payment	10/30/2021	001-000-000-521-20-43-00	Travel & Training
US Bank	CRICKMORE 9/2-10/1/21	Support for fuel awning	\$306.06	ACH Payment	10/30/2021	101-000-000-542-30-31-00	Operating & Maintenance Supplies
US Bank	BURNS 9/2-10/1/21	Surfboard bag	\$168.45	ACH Payment	10/30/2021	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
US Bank	BURNS 9/2-10/1/21	Two HD TVs	\$729.87	ACH Payment	10/30/2021	001-000-000-521-20-31-01	IT HW,SW Off Equip <\$5K
US Bank	BURNS 9/2-10/1/21	UPS PLD fees	\$2.00	ACH Payment	10/30/2021	001-000-000-521-20-41-00	Professional Services
US Bank	NATIONS 9/2-10/1/21	WAPRO conference, DCC	\$65.00	ACH Payment	10/30/2021	001-000-000-518-10-43-00	Travel & Training
			\$8,983.20	ACH Pymt Total			
US Bank	ACH, Bank Fees		\$2,432.79	ACH, Bank Fees	10/31/2021	001-000-000-514-20-49-10	Miscellaneous
			\$2,432.79	ACH, Bank Fees Total			
WA ST Dept of Licensing	ACH, CPL Fees		\$36.00	ACH, CPL Fees	10/31/2021	631-000-000-589-30-01-00	Dept Of Lic-Gun Permit
			\$36.00	ACH, CPL Fees Total			
			\$189,010.11	AP Total			

Check Register
October 2021

AGENDA ITEM 5.1

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
Payroll	October 2021 Payroll	Payroll	\$ 19,499.86	Total	10/31/2021	001-000-000-513-10-11-00	Salaries, Wages & Benefits
Payroll	October 2021 Payroll	Payroll	22,208.40	Total	10/31/2021	001-000-000-514-20-11-00	Salaries, Wages & Benefits
Payroll	October 2021 Payroll	Payroll	31,541.05	Total	10/31/2021	001-000-000-518-10-11-00	Salaries, Wages & Benefits
Payroll	October 2021 Payroll	Payroll	149,314.94	Total	10/31/2021	001-000-000-521-20-11-00	Salaries, Wages & Benefits
Payroll	October 2021 Payroll	Payroll	22,192.60	Total	10/31/2021	101-000-000-542-30-11-00	Salaries, Wages & Benefits
Payroll	October 2021 Payroll	Payroll	48,434.51	Total	10/31/2021	001-000-000-558-60-11-00	Salaries, Wages & Benefits
Payroll	October 2021 Payroll	Payroll	940.31	Total	10/31/2021	001-000-000-571-00-10-00	Salaries, Wages & Benefits
Payroll	October 2021 Payroll	Payroll	33,288.60	Total	10/31/2021	001-000-000-576-80-11-00	Salaries, Wages & Benefits
		Total	\$ 327,420.27	Payroll Total			
			\$ 516,430.38	Period Grand Total			



MEDINA, WASHINGTON

PARK BOARD MEETING

Virtual/Online

Monday, September 20, 2021 – 5:00 PM

MINUTES

1. CALL TO ORDER / ROLL CALL

Chair Sarah Gray called the meeting to order at 4:00 PM.

PRESENT

Sarah Gray

Collette McMullen

Huan Bui

Rebecca Johnston

Gretchen Stengel

Katie Surbeck

Penny Martin, Emeritus Member

ABSENT

Barbara Moe

Ben Johnston

STAFF PRESENT

Michael Sauerwein, Ryan Osada, Steve Burns, Pat Crickmore, Aimee Kellerman, Dawn Nations

2. ANNOUNCEMENTS

None.

3. APPROVAL OF PARK BOARD MINUTES

3.1 Park Board Meeting Minutes of August 16, 2021

Recommendation: Adopt Minutes.

Staff Contact: Dawn Nations, Deputy City Clerk

ACTION: Motion made by McMullen, Seconded by Stengel carried 6-0

4. PUBLIC COMMENT

None.

5. PARK BOARD BUSINESS

5.1 Medina Park Playground Install Update

Recommendation: Update.

Staff Contact: Ryan Osada, Public Works Director

Ryan Osada gave brief update on the install dates. The equipment shipping is delayed and tentatively scheduled for April/May 2022.

5.2 Fall Cleanup and Planting Update

Fall clean up and planting date scheduled for October 29th at 10am. Meeting at Fairweather Park. Katie Surbeck will be ordering the bulbs.

5.3 Argosy Christmas Ship Update

Recommendation: Update.

Staff Contact: Ryan Osada, Public Works Director

The board announced the date of the Christmas Ship Event – December 22, 2021 at 5:35 PM.

5.4 Park Special Event Permits

Recommendation: Discussion

Staff Contact(s): Michael Sauerwein, City Manager, Ryan Osada, Public Works Director

Michael Sauerwein gave a brief presentation regarding updating the Park Special event permit application process. He asked the Park board to give input on what potential changes could be made to the application process. The board discussed options and gave input. This will be a continued agenda topic.

6. **OTHER BUSINESS**

Park Board asked the public works department to replace the missing swings at Medina Park. Public works will add this to their work plan.

Ryan Osada announced that the parking lot at Medina Park would be closed on Saturday, September 25 from 7am to 2pm for restriping.

7. **PARK REPORTS**

Fairweather & Lid – Stengel reported looks good.

Indian Trail – McMullen reported looks great.

Lake Lane – Martin asked to have trees along the path to be removed.

Medina Beach Park – Chief Burns reported looks great. Geese problem was discussed.

Medina Park – Gray reported looks great.

Viewpoint Park – Gray reported looks great.

8. **ADJOURNMENT**

Meeting adjourned at 5:56 PM.

Meeting minutes taken by:



Dawn Nations



MEDINA, WASHINGTON

PLANNING COMMISSION SPECIAL MEETING

Virtual/Online

Tuesday, September 28, 2021 – 4:00 PM

MINUTES

1. CALL TO ORDER / ROLL CALL

Chair Laurel Preston called the meeting to order at 4:01 PM

PRESENT

Chair Laurel Preston
Commissioner Laura Bustamante
Commissioner David Langworthy
Commissioner Mark Nelson
Commissioner Randy Reeves

ABSENT

Vice Chair Shawn Schubring
Commissioner Mike Raskin

STAFF

Bennett, Kellerman, Keyser, Minor, Wilcox

2. APPROVAL OF MEETING AGENDA

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

3. APPROVAL OF MINUTES

Motion made by Commissioner Nelson, Seconded by Commissioner Langworthy.

Voting Yea: Chair Preston, Commissioner Bustamante, Commissioner Langworthy,
Commissioner Nelson, Commissioner Reeves

3.1 Planning Commission Minutes of July 27, 2021

Recommendation: Approve

Staff Contact: Stephanie Keyser, AICP, Planning Manager

4. ANNOUNCEMENTS

4.1 Staff/Commissioners

Keyser made the following announcements:

Rebecca Bennett has joined Development Services as the new Coordinator.

Thank you for attending and participating in the Joint Council/Planning Commission meeting.

The Planning Commission Work Plan will be adopted at the October 11th Council Meeting.

On October 14th there will be an Open House on the tree code proposal.

On October 19th Planning Commission will hold a public hearing on the tree code proposal.

Chair Preston made the following announcements:

Thank you Commissioners and staff for attending the Joint Meeting in September.

5. AUDIENCE PARTICIPATION

Individuals wishing to speak live during the Virtual Planning Commission meeting will need to register their request with the Development Services Coordinator, Rebecca Bennett via email (rbennett@medina-wa.gov) or by leaving a message at 425.233.6414 before 12pm the day of the Planning Commission meeting. Please reference Public Comments for the September 28th Planning Commission meeting on your correspondence. The Development Services Coordinator 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.

No public was in attendance to speak during audience participation.

- 5.1 Email received August 28, 2021 from Doug Hutson re: tree code

6. DISCUSSION

- 6.1 Tree Code Retention and Replacement Requirements

Recommendation: N/A

Staff Contact(s): Stephanie Keyser, AICP, Planning Manager

Time Estimate: 30 minutes

Keyser discussed staff report.

Commissioners discussed and asked questions.

Staff responded.

Motion made by Commissioner Langworthy, Seconded by Commissioner Bustamante to replace the first 15 feet with the front yard setback in 20.52.140(C)(1)(c).

Motion Chair Preston, Seconded by Commissioner Nelson to table motion until there is further clarification on the front yard location requirement. By consensus motion is tabled.

Motion made by Commissioner Reeves, Seconded by Commissioner Langworthy to recommend the development of an urban forestry guideline using Clyde Hill as a template and modify it for Medina. (Approved 6-0).

Voting Yea: Chair Preston, Commissioner Bustamante, Commissioner Langworthy, Commissioner Nelson, Commissioner Reeves

Motion made by Commissioner Nelson, Seconded by Commissioner Bustamante to add the phrase "if available" to 20.52.140(C)(1)(d).

Friendly amendment by Commissioner Reeves to use the Mercer Island language (d) on page 10 of the staff report packet for 20.52.140(C)(1)(d). (Approved 5-0).

Voting Yea: Chair Preston, Commissioner Bustamante, Commissioner Langworthy, Commissioner Nelson, Commissioner Reeves

Motion made by Commissioner Nelson, Seconded by Commissioner Langworthy to substitute the Mercer Island language on page 10 of the staff report, including within the front yard setback as point 20.52.140(C)(1)(e). (Approved 5-0).

Voting Yea: Chair Preston, Commissioner Bustamante, Commissioner Langworthy, Commissioner Nelson, Commissioner Reeves

Motion made by Commissioner Reeves, Seconded by Commissioner Langworthy to Amend Motion to specify language from Mercer Island is amended to be appropriate to Medina's code and include MMC 20.52.140(C)(1)(b) adjacent to Low Impact Development (LID) section. (Approved 5-0).

Voting Yea: Chair Preston, Commissioner Bustamante, Commissioner Langworthy, Commissioner Nelson, Commissioner Reeves

6.2 Tree Code Enforcement – Supplemental Trees

Recommendation: N/A

Staff Contact(s): Stephanie Keyser, AICP, Planning Manager

Time Estimate: 90 minutes

Keyser discussed staff report.

Commissioners discussed and asked questions.

Staff responded.

7. ADJOURNMENT

Meeting adjourned at 6:12 PM

Motion made by Commissioner Nelson, Seconded by Commissioner Langworthy.
Voting Yea: Chair Preston, Commissioner Bustamante, Commissioner Langworthy, Commissioner Nelson, Commissioner Reeves

Minutes taken by:



Stephanie Keyser



MEDINA, WASHINGTON

MEDINA CITY COUNCIL REGULAR MEETING

Virtual/Online

Monday, September 27, 2021 – 4:00 PM

MINUTES

1. **REGULAR MEETING - CALL TO ORDER / ROLL CALL**

Mayor Rossman called the regular meeting to order via MS Teams at 4:00 p.m.

PRESENT

Mayor Jessica Rossman
Deputy Mayor Cynthia Adkins
Councilmember Jennifer Garone
Councilmember Alex Morcos
Councilmember Bob Zook

ABSENT

Councilmember Roger Frey

STAFF PRESENT

Michael Sauerwein, Scott Missall, Steve Burns, Ryan Osada, Steve Wilcox, Stephanie Keyser, Julie Ketter, Dawn Nations, Aimee Kellerman

2. **APPROVAL OF MEETING AGENDA**

By consensus the meeting agenda was approved.

3. **PUBLIC COMMENT PERIOD**

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

4. **PRESENTATIONS**

None.

5. **CONSENT AGENDA**

None.

6. LEGISLATIVE HEARING

None.

7. PUBLIC HEARING

None.

8. CITY BUSINESS**8.1 Detailed review of 2022 Preliminary Budget**

Recommendation: NA

Staff Contact: Julie Ketter, Finance & HR Director

Director of Finance and HR Julie Ketter and City Manager Michael Sauerwein gave a presentation on the proposed 2022 preliminary budget. Council asked questions and staff responded.

ACTION: Discussion and direction only; no action taken.

9. CITY MANAGER'S REPORT

None.

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 at 5:20 p.m. for an estimated time of 45 minutes to discuss the following:

RCW 42.30.110(1)(i)

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

ACTION: No action was taken following the Executive Session.

13. ADJOURNMENT

Mayor Rossman adjourned the regular meeting at 6:05 p.m.



MEDINA, WASHINGTON

AGENDA BILL

November 8, 2021

Subject: Contract Authorizing 77th AVE NE Stormwater Repair Phase 1

Category: Consent

Staff Contact: Ryan Osada, Public Works Director

Summary

This project consists of construction for approximately 390 feet of storm drainage collection and conveyance improvements on 77th Avenue NE and near 1034 Evergreen Point Road. Work includes, but is not limited to, the removal of 400 linear feet of existing storm drainpipe and associated catch basins, sawcutting and removal of asphalt concrete pavement, removal and replacement of 155 linear feet of concrete curb and gutter, excavation, and the installation of 8-inch, 12-inch, and 15-inch storm drainpipe and associated catch basins, miscellaneous surface restoration, traffic control, erosion control, utility conflict resolution, and associated work.

Attachment(s)

1. Contract/Project Specs
2. Bid Tabulations

Budget/Fiscal Impact: \$234,311.28

Staff Recommendation: Approve.

City Manager Approval: 

Proposed Council Motion: I move to authorize the City Manager to negotiate and enter into an agreement with Kamins Construction for the 77th Ave NE Stormwater Repair Phase 1 Project

ATTACHMENT 1

**CITY OF MEDINA
SMALL WORKS PROJECT
“PREVAILING WAGES SHALL BE PAID”**

INVITATION TO BID

The **CITY OF MEDINA** is releasing a Small Works Project. As a Contractor on the MRSC Small Works Roster under the Storm Drainage Facility Construction, Repair and Maintenance category, you are invited to submit a bid on this Project.

Project Title: 77th Avenue NE Storm Repair – Phase 1

Scope of Work: This project consists of the construction of approximately 390 feet of storm drainage collection and conveyance improvements on 77th Avenue NE and near 1034 Evergreen Point Road. Work includes, but is not limited to, the removal of 400 linear feet of existing storm drainpipe and associated catch basins, sawcutting and removal of asphalt concrete pavement, removal and replacement of 155 linear feet of concrete curb and gutter, excavation, and the installation of 8-inch, 12-inch, and 15-inch storm drainpipe and associated catch basins, miscellaneous surface restoration, traffic control, erosion control, utility conflict resolution, and other work all in accordance with the attached Contract Plans, these Special Provisions, and the Standard Specifications.

Delivery of Proposal: Mr. Ryan Osada, Public Works Director at rosada@medina-wa.gov

Bid Date: Friday, October 29, 2021 at 2:00 p.m.

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

Bidders must be registered on the City’s MRSC Small Works Roster to be eligible to submit a bid for this Project.

Questions concerning the Contract Provisions will be taken by the Project Engineer at Gray & Osborne, Inc.’s Arlington office (360) 454-5490.

No oral responses to questions by City personnel about the project will be binding on the City.

The City expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities, and to further make award of the project to the lowest responsive, responsible bidder as it best serves the interest of the City based on the sum of the Bid.

ATTACHMENT 1

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

77TH AVENUE NE STORM REPAIR – PHASE 1

**G&O #21575
OCTOBER 2021**



Gray & Osborne, Inc.
CONSULTING ENGINEERS

ATTACHMENT 1

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

77TH AVENUE NE STORM REPAIR – PHASE 1



**G&O #21575
OCTOBER 2021**



Gray & Osborne, Inc.
CONSULTING ENGINEERS

ATTACHMENT 1

CONTRACT PROVISIONS

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CITY OF MEDINA

77TH AVENUE NE STORM REPAIR – PHASE 1

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ATTACHMENT 1

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ATTACHMENT 1

PART 1
BID DOCUMENTS

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

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

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-8)
- b. Bid Deposit or Proposal Bond (PB-1)

2. SUPPLEMENTAL BIDDER CRITERIA

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

3. AGREEMENT FORMS

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

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

ATTACHMENT 1

77TH AVENUE NE STORM REPAIR – PHASE 1**PROPOSAL**

City of Medina
501 Evergreen Point Road
Medina, Washington 98039

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

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

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

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

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

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

ATTACHMENT 1

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1 CALC	\$2,000.00	\$2,000.00
2.	Survey (1-05.4(2))	1 LS	\$ _____	\$ _____
3.	SPCC Plan (1-07.15(1))	1 LS	\$ _____	\$ _____
4.	Mobilization, Cleanup and Demobilization (1-09.7)	1 LS	\$ _____	\$ _____
5.	Project Temporary Traffic Control (1-10.4(1))	1 LS	\$ _____	\$ _____
6.	Clearing and Grubbing (2-01.5)	1 LS	\$ _____	\$ _____
7.	Removal of Structure and Obstruction (2-02.5)	1 LS	\$ _____	\$ _____
8.	Removal of Curb and Gutter (2-02.5)	155 LF	\$ _____	\$ _____
9.	Removal of Cement Conc. Flatwork (2-02.5)	15 SY	\$ _____	\$ _____
10.	Removal of Asphalt Pavement (2-02.5)	660 SY	\$ _____	\$ _____
11.	Excavation, Embankment and Grading, Incl. Haul (2-03.5)	1 LS	\$ _____	\$ _____
12.	Locate Existing Utilities (2-09.5)	1 LS	\$ _____	\$ _____
13.	Crushed Surfacing Top Course (4-04.5)	150 TN	\$ _____	\$ _____
14.	Commercial HMA (5-04.5)	125 TN	\$ _____	\$ _____
15.	Temporary HMA (5-04.5)	90 TN	\$ _____	\$ _____
16.	DI Storm Sewer Pipe, 8. In. Diam. (Incl. Bedding) (7-04.5)	25 LF	\$ _____	\$ _____
17.	DI Storm Sewer Pipe, 12. In. Diam. (Incl. Bedding) (7-04.5)	25 LF	\$ _____	\$ _____
18.	CPEP Storm Sewer Pipe, 12. In. Diam. (Incl. Bedding) (7-04.5)	66 LF	\$ _____	\$ _____
19.	CPEP Storm Sewer Pipe, 15. In. Diam. (Incl. Bedding) (7-04.5)	274 LF	\$ _____	\$ _____

ATTACHMENT 1

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
20.	Remove and Replace Catch Basin Ring and Cover (7-04.5)	3 EA	\$ _____	\$ _____
21.	Catch Basin, Type 1 (7-05.5)	1 EA	\$ _____	\$ _____
22.	Catch Basin, Type 1 Combination Inlet (7-05.5)	2 EA	\$ _____	\$ _____
23.	Catch Basin, Type 2 (7-05.5)	1 EA	\$ _____	\$ _____
24.	Adjust Catch Basin (7-05.5)	1 EA	\$ _____	\$ _____
25.	Removal of Unsuitable Material (Trench) (7-08.5)	10 CY	\$ _____	\$ _____
26.	Bank Run Gravel for Trench Backfill (7-08.5)	450 TN	\$ _____	\$ _____
27.	Trench Excavation Safety Systems (7-08.5)	1 LS	\$ _____	\$ _____
28.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$ _____	\$ _____
29.	Topsoil, Type A (8-02.5)	5 CY	\$ _____	\$ _____
30.	Bark or Wood Mulch (8-02.5)	2 CY	\$ _____	\$ _____
31.	Sod Installation (8-02.5)	15 SY	\$ _____	\$ _____
32.	Cement Conc. Traffic Curb and Gutter (8-04.5)	155 LF	\$ _____	\$ _____
33.	Remove and Replace Mailbox (8-18.5)	2 EA	\$ _____	\$ _____
34.	Cement Concrete Sidewalk (8-14.5)	15 SY	\$ _____	\$ _____
35.	Project Documentation (8-30.5)	1 LS	\$ _____	\$ _____
Subtotal:.....				\$ _____
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....				\$ _____ 0.00
TOTAL CONSTRUCTION COST:.....				\$ _____

Note: A bid must be received on all items.

ATTACHMENT 1**STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

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

WORK TO BE COMPLETED BY BIDDER

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

Work to be Performed	Dollar Amount

ATTACHMENT 1**PROPOSED SUBCONTRACTORS** (Per RCW 39.30.060)

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

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

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

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

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

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the

ATTACHMENT 1

Substantial Completion Date is achieved and \$1,000.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

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

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

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

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

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (October 20, 2021), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

ATTACHMENT 1

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Sincerely,

Sign Name

Date

By: _____

Print Name, Title

Location Executed (City, State or County)

Print Company Name

Amount of Proposal deposit: \$ _____ Check No. _____,

or Proposal bond in the amount of \$ _____

_____, issued through _____
Name of Bank/Bonding Company

located at _____
Mailing Address

Telephone Number of Bank/Bonding Company

ATTACHMENT 1

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ of _____ as principal, and the _____

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

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

77TH AVENUE NE STORM REPAIR – PHASE 1

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

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

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

(Principal)

(Surety)

(Attorney-in-fact)

ATTACHMENT 1

PART 2
AGREEMENT AND BONDS

ATTACHMENT 1**AGREEMENT**

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

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. CONTRACT TIME.

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

ARTICLE 3. LIQUIDATED DAMAGES.

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

ARTICLE 4. CONTRACT PRICE.

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

ATTACHMENT 1**ARTICLE 5. CONTRACT.**

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

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

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

ARTICLE 6. MISCELLANEOUS.

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

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

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

ATTACHMENT 1

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

CITY OF MEDINA

CONTRACTOR

License No. _____

By_____

By_____

Date_____

Title_____

Attest_____

Name and Address for giving notices (print)

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

ATTACHMENT 1

Bond No. _____

The **CITY OF MEDINA**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as 77th Avenue NE Storm Repair – Phase 1 in Medina, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

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

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

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

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

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

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

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

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

ATTACHMENT 1

Bond No. _____

The **CITY OF MEDINA**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as 77th Avenue NE Storm Repair – Phase 1 in Medina, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

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

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

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

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

PRINCIPAL

SURETY

Principal Signature _____

Date _____

Surety Signature _____

Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

ATTACHMENT 1

PART 3
SPECIAL PROVISIONS

ATTACHMENT 1

1 INTRODUCTION TO THE SPECIAL PROVISIONS

2
3 (December 10, 2020 APWA GSP)
4

5 The work on this project shall be accomplished in accordance with the *Standard*
6 *Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as
7 issued by the Washington State Department of Transportation (WSDOT) and the
8 American Public Works Association (APWA), Washington State Chapter (hereafter
9 “Standard Specifications”). The Standard Specifications, as modified or
10 supplemented by these Special Provisions, all of which are made a part of the
11 Contract Documents, shall govern all of the Work.

12
13 These Special Provisions are made up of both General Special Provisions (GSPs)
14 from various sources, which may have project-specific fill-ins; and project-specific
15 Special Provisions. Each Provision either supplements, modifies, or replaces the
16 comparable Standard Specification, or is a new Provision. The deletion,
17 amendment, alteration, or addition to any subsection or portion of the Standard
18 Specifications is meant to pertain only to that particular portion of the section, and
19 in no way should it be interpreted that the balance of the section does not apply.
20

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

25 (March 8, 2013 APWA GSP)
26 (April 1, 2013 WSDOT GSP)
27 (May 1, 2013 G&O GSP)
28

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

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

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

ATTACHMENT 1

DIVISION 1
GENERAL REQUIREMENTS

ATTACHMENT 1

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the construction of approximately 390 feet of storm drainage collection and conveyance improvements on 77th Avenue NE and near 1034 Evergreen Point Road. Work includes, but is not limited to, the removal of 400 linear feet of existing storm drainpipe and associated catch basins, sawcutting and removal of asphalt concrete pavement, removal and replacement of 155 linear feet of concrete curb and gutter, excavation, and the installation of 8-inch, 12-inch, and 15-inch storm drainpipe and associated catch basins, miscellaneous surface restoration, traffic control, erosion control, utility conflict resolution, and other work all in accordance with the attached Contract Plans, these Special Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(June 29, 2020 G&O GSP)

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

This Section is supplemented with the following:

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

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

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location."

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

ATTACHMENT 1**Additive**

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

Alternate

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

Bid Documents

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

Business Day

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

Contract

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

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

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

Contract Bond

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

Contract Documents

See definition for "Contract."

ATTACHMENT 1

Contract Time

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

Contracting Agency (Owner)

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

Dates***Bid Opening Date***

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the Contract are fulfilled by the Contractor. All documentation required by the Contract and required

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by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Notice of Award

The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.1(1) Supplemental Qualifications Criteria

(April 6, 2018 G&O GSP)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14.

ATTACHMENT 1**1-02.2 Plans and Specifications**

(June 27, 2011 G&O GSP)

Delete this Section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Large Plans (22" x 34")	2	Furnished automatically
Contract Provisions	2	Furnished automatically
Reduced Plans (11" x 17")	2	Furnished automatically

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

1-02.4 Examination of Plans, Specifications, and Site of Work**1-02.4(1) General**

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Contractor shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

1-02.4(2) Subsurface Information

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

If the Contracting Agency has made a subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the Contracting Agency will be made available for

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1 inspection by the Bidders. However, the Contracting Agency makes no
2 representation or warranty, expressed or implied, that:

- 3
- 4 a. The Bidders' interpretations from the boring logs may be
5 correct;
- 6
- 7 b. Moisture conditions and indicated water tables will not vary
8 from those found at the time the borings were made;
- 9
- 10 c. The ground at the location of the borings has not been
11 physically disturbed or altered after the boring was made; and
- 12
- 13 d. Conditions below the surface of the ground are consistent
14 throughout the site with the information made available
15 hereunder, or that conditions to be encountered on the site
16 are uniform or consistent with geological conditions usually
17 encountered in the area.
- 18

19 The Contracting Agency makes no representations, guarantees, or
20 warranties as to the condition, materials, or proportions of the materials
21 between the specific borings, regardless of any subsurface information the
22 Contracting Agency may make available to the prospective Bidders.
23 Bidders are solely responsible for making the necessary investigations to
24 support and/or verify any conclusions or assumptions used in preparation
25 of their bids.

26

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

31

- 32 1. The completeness of such reports for Contractor's purposes,
33 including, but not limited to, any aspects of the means, methods,
34 techniques, sequences, and procedures of construction to be
35 employed by Contractor, and safety precautions and programs
36 incident thereto; or
- 37
- 38 2. Other conclusions, interpretations, opinions, representations, and
39 information contained in such reports; or
- 40
- 41 3. Any Contractor interpretation of or conclusion drawn from any
42 "technical data" or any such other data, conclusions, interpretations,
43 opinions or information.
- 44

ATTACHMENT 1**1-02.5 Proposal Forms**

(June 27, 2011 G&O GSP)

Delete this Section and replace it with the following:

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

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

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

1-02.6 Preparation of Proposal

(June 25, 2021 G&O GSP)

Supplement the second paragraph with the following:

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

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

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

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

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1 A bid by a corporation shall be executed in the corporate name, by the
2 president or a vice president (or other corporate officer accompanied by
3 evidence of authority to sign).
4

5 A bid by a partnership shall be executed in the partnership name, and
6 signed by a partner. A copy of the partnership agreement shall be submitted
7 with the Bid Form if any UDBE requirements are to be satisfied through
8 such an agreement.
9

10 A bid by a joint venture shall be executed in the joint venture name and
11 signed by a member of the joint venture. A copy of the joint venture
12 agreement shall be submitted with the Bid Form if any UDBE requirements
13 are to be satisfied through such an agreement.
14

15 All Proposals submitted shall, on their face, remain valid for a period of 60
16 days following the date of Bid opening. In the event of a conflict in this
17 duration, which may appear elsewhere in the Contract Provisions, the
18 longest duration shall apply.
19

1-02.7 Bid Deposit

20 (March 8, 2013 G&O GSP)
21
22

23 Supplemented this Section with the following:
24

25 Bid bonds shall contain the following:
26

- 27 1. The name of the project;
- 28
- 29 2. The name of the Contracting Agency, named as the obligee;
- 30
- 31 3. The amount of the bid bond stated either as a dollar figure or
32 as a percentage which represents five percent of the
33 maximum bid amount that could be awarded;
- 34
- 35 4. The signature of the bidder's officer empowered to sign official
36 statements. The signature of the person authorized to submit
37 the Proposal should agree with the signature on the bond, and
38 the title of the person must accompany the said signature;
- 39
- 40 5. The signature of the surety's officer empowered to sign the
41 bond, and the power of attorney.
42

43 The Bidder must use the bond form included in the Contract.
44

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1-02.9 Delivery of Proposal

(January 3, 2012 G&O GSP)

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

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

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

1-02.10 Withdrawing, Revising, or Supplementary Proposal

(July 23, 2015 APWA GSP)

Delete this Section and replace it with the following:

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

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

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

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

5

6 **1-02.11 Combination and Multiple Proposals**

7 (June 16, 2006 G&O GSP)

8

9 Delete this Section in its entirety.

10

11 **1-02.13 Irregular Proposals**

12 (March 29, 2018 G&O GSP)

13

14 Delete this Section and replace it with the following:

15

16 1. A proposal will be considered irregular and will be rejected if:

17

18 a. The Bidder is not prequalified when so required;

19

20 b. The authorized proposal form furnished by the Contracting
 21 Agency is not used or is altered;

22

23 c. The completed proposal form contains any unauthorized
 24 additions, deletions, alternate Bids, or conditions;

25

26 d. The Bidder adds provisions reserving the right to reject or
 27 accept the award, or enter into the Contract;

28

29 e. A price per unit cannot be determined from the Bid Proposal;

30

31 f. The Proposal form is not properly executed;

32

33 g. The Bidder fails to submit or properly complete a
 34 Subcontractor list, if applicable, as required in Section 1-02.6;

35

36 h. The Bidder fails to submit or properly complete a
 37 Disadvantaged Business Enterprise Certification, if
 38 applicable, as required in Section 1-02.6;

39

40 i. The Bid Proposal does not constitute a definite and
 41 unqualified offer to meet the material terms of the Bid
 42 invitation; or

43

44 j. More than one proposal is submitted for the same project from
 45 a Bidder under the same or different names.

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2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(April 6, 2018 G&O GSP)

Delete this section and replace it with the following:

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

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

1. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

2. Delinquent State Taxes

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

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- 1
2 B. Documentation: The Bidder shall, if and when required as
3 detailed below, sign a statement (on a form to be provided by
4 the Contracting Agency) that the Bidder does not owe
5 delinquent taxes to the Department of Revenue. If the Bidder
6 owes delinquent taxes, they must submit a written payment
7 plan approved by the Department of Revenue, to the
8 Contracting Agency by the deadline listed below.
9

10 3. **Claims Against Retainage and Bonds**
11

- 12 A. Criterion: The Bidder shall not have a record of excessive
13 claims filed against the retainage or payment bonds for public
14 works projects in the 3 years prior to the bid submittal date,
15 that demonstrate a lack of effective management by the
16 Bidder of making timely and appropriate payments to its
17 Subcontractors, suppliers, and workers, unless there are
18 extenuating circumstances and such circumstances are
19 deemed acceptable to the Contracting Agency.
20

- 21 B. Documentation: The Bidder shall, if and when required as
22 detailed below, sign a statement (on a form to be provided by
23 the Contracting Agency) that the Bidder has not had claims
24 against retainage and bonds in the 3 years prior to the bid
25 submittal date. If the Bidder has had claims against retainage
26 and bonds in the 3 years prior to the bid submittal date, they
27 shall submit a list of the public works projects completed in the
28 3 years prior to the bid submittal date that have had claims
29 against retainage and bonds and include for each project the
30 following information:
31

- 32 • Name of project
33 • The owner and contact information for the owner;
34 • A list of claims filed against the retainage and/or
35 payment bond for any of the projects listed;
36 • A written explanation of the circumstances
37 surrounding each claim and the ultimate resolution of
38 the claim.
39

40 4. **Public Bidding Crime**
41

- 42 A. Criterion: The Bidder and/or its owners shall not have been
43 convicted of a crime involving bidding on a public works
44 contract in the 5 years prior to the bid submittal date.
45

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- 1 B. Documentation: The Bidder, if and when required as detailed
2 below, shall sign a statement (on a form to be provided by the
3 Contracting Agency) that the Bidder and/or its owners have
4 not been convicted of a crime involving bidding on a public
5 works contract.
6

7 5. **Termination for Cause / Termination for Default**
8

- 9 A. Criterion: The Bidder shall not have had any public works
10 contract terminated for cause or terminated for default by a
11 government agency in the 5 years prior to the bid submittal
12 date, unless there are extenuating circumstances and such
13 circumstances are deemed acceptable to the Contracting
14 Agency.
15

- 16 B. Documentation: The Bidder, if and when required as detailed
17 below, shall sign a statement (on a form to be provided by the
18 Contracting Agency) that the Bidder has not had any public
19 works contract terminated for cause or terminated for default
20 by a government agency in the 5 years prior to the bid
21 submittal date; or if Bidder was terminated, describe the
22 circumstances.
23

24 6. **Lawsuits**
25

- 26 A. Criterion: The Bidder shall not have lawsuits with judgments
27 entered against the Bidder in the 5 years prior to the bid
28 submittal date that demonstrate a pattern of failing to meet the
29 terms of contracts, unless there are extenuating
30 circumstances and such circumstances are deemed
31 acceptable to the Contracting Agency.
32

- 33 B. Documentation: The Bidder, if and when required as detailed
34 below, shall sign a statement (on a form to be provided by the
35 Contracting Agency) that the Bidder has not had any lawsuits
36 with judgments entered against the Bidder in the 5 years prior
37 to the bid submittal date that demonstrate a pattern of failing
38 to meet the terms of contracts, or shall submit a list of all
39 lawsuits with judgments entered against the Bidder in the five
40 years prior to the bid submittal date, along with a written
41 explanation of the circumstances surrounding each such
42 lawsuit. The Contracting Agency shall evaluate these
43 explanations to determine whether the lawsuits demonstrate
44 a pattern of failing to meet of terms of construction related
45 contracts.

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

- A. Criterion: The Bidder shall not have had liquidated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet contract time, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had liquidated damages assessed on any projects it has completed within the five years prior to the bid submittal date, or shall submit a list of Projects with assessed liquidated damages along with Owner contact information, and number of days assessed liquidated damages.

8. **Capacity and Experience**

- A. Criterion: The Bidder shall have sufficient current capacity and the project superintendent assigned to the project shall have experience to meet the requirements of this Project. The Bidder and the project superintendent shall have successfully completed at least two projects as prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.
- B. Documentation: The Bidder shall, if and when required as detailed below, on a form to be provided by the Contracting Agency, provide the Bidder's gross dollar amount of work currently under contract, the Bidder's gross dollar amount of contracts currently not completed, five major pieces of equipment anticipated to be on the project and whether the equipment is leased or owned, name of superintendent assigned to this project and their number of years of experience, and two project references of similar size and scope during the five year period immediately preceding the bid submittal deadline for this project. The Contracting Agency may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder performance.

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As evidence that the Bidder meets Supplemental Responsibility Criteria 2 through 8 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 2 through 8 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Responsibility Criteria 2 through 8. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

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

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

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific

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modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than 5 business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre-Award Information
(August 14, 2013 APWA GSP)

Delete this Section and replace it with the following:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has

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1 been established for any item and the bidder's unit or lump sum price is less
2 than the minimum specified amount, the Contracting Agency will unilaterally
3 revise the unit or lump sum price, to the minimum specified amount and
4 recalculate the extension. The total of extensions, corrected where
5 necessary, including sales taxes where applicable and such additives
6 and/or alternates as selected by the Contracting Agency, will be used by the
7 Contracting Agency for award purposes and to fix the Awarded Contract
8 Price amount and the amount of the contract bond.

1-03.2 Award of Contract

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

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

1-03.3 Execution of Contract

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

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

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

A written Notice to Proceed will be issued after the Contract has been executed by the Contractor and the Contracting Agency, and the performance and labor and material payment bonds, other required certificates and documents and insurance certificates are approved by the

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1 Contracting Agency or, where applicable, by State or Federal agencies
2 responsible for funding any portion of the project.

3
4 **1-03.4 Contract Bond**

5 (July 21, 2020, G&O GSP)

6

7 Revise the first paragraph to read:

8

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

11

12 1. Be on Contracting Agency-furnished forms;

13

14 2. Be signed by an approved surety (or sureties) that:

15

16 a. Is registered with the Washington State Insurance
17 Commissioner; and

18

19 b. Appears on the current Authorized Insurance List in the State
20 of Washington published by the Office of the Insurance
21 Commissioner.

22

23 3. Be conditioned upon the faithful performance of the contract by the
24 Contractor within the prescribed time;

25

26 4. Guarantee that the Contractor will perform and comply with all
27 obligations, duties, and conditions under the Contract including, but
28 not limited to, the duty and obligation to indemnify, defend, and
29 protect the Contracting Agency against all losses and claims related
30 directly or indirectly from any failure:

31

32 a. Of the Contractor (or any of the employees, Subcontractors,
33 or lower tier Subcontractors of the Contractor) to faithfully
34 perform and comply with the contract; or

35

36 b. Of the Contractor (or the Subcontractors or lower tier
37 Subcontractors of the Contractor) to pay all laborers,
38 mechanics, Subcontractors, lower tier Subcontractors,
39 materialperson, or any other person who provides supplies or
40 provisions for carrying out the Work.

41

42 5. Be conditioned upon payment of taxes, increases, and penalties
43 incurred on the project under Titles 50, 51, and 82 RCW; and

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6. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and

7. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this Section to read:

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

1-04 SCOPE OF THE WORK

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

(June 29, 2020 G&O GSP)

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

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

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

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

1-04.4 Changes**1-04.4(1) Minor Changes**

(June 7, 2019 G&O GSP)

This Section is revised to read as follows:

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

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

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

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

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1-04.6 Variation in Estimated Quantities

(July 23, 2015 APWA GSP)

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

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

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

(July 21, 2020 G&O GSP)

This Section is supplemented with the following:

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

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

10
11 Neither the Engineer nor any of its assistants or agents shall have any
12 power to waive any obligation of the Contract. The Engineer's failure to
13 reject Work that is defective or otherwise does not comply with the
14 requirements of the Contract shall not constitute approval or acceptance of
15 the Work or relieve the Contractor of its obligations under the Contract,
16 notwithstanding that such Work has been estimated for payment or that
17 payments have been made for that Work. Neither shall such failure to reject
18 Work, nor any acceptance by the Engineer or by the Contracting Agency of
19 any part of or the whole of the Work bar a claim by the Contracting Agency
20 at any subsequent time for recovery of damages for the cost of removal and
21 replacement of any portions of the Work that do not comply with the
22 Contract.

23 24 **1-05.2 Authority of Assistants and Inspectors**

25 (June 16, 2006 G&O GSP)

26
27 This Section is supplemented with the following:

28
29 The presence or absence of an Inspector at the Work site will be at the sole
30 discretion of the Contracting Agency and will not in any way relieve the
31 Contractor of its responsibility to properly perform the Work as required by
32 the Contract Provisions.

33
34 The Inspector does not purport to be a safety expert, and is not engaged in
35 that capacity under this Contract or the Engineer's contract with the
36 Contracting Agency. The Inspector does not have the authority or the
37 responsibility to enforce construction safety laws, rules, regulations or
38 procedures, or to order the stoppage of Work for claimed violations thereof.
39 From time to time, the Inspector may inform the Contractor of conditions
40 that may constitute safety issues or violations. Such information will be
41 provided solely to cooperate with and assist the Contractor and shall not
42 make the Inspector or the Engineer responsible for the enforcement of
43 safety laws, rules, regulations or procedures. After receiving information
44 relating to safety issues from the Resident Engineer, the Contractor shall
45 make its own examination and analysis of the situation reported and take

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

1-05.4 Conformity With and Deviation from Plans and Stakes
(February 15, 2008 G&O GSP)

Delete this Section and replace it with the following:

1-05.4(1) Description

The Contractor shall furnish all survey necessary for the construction of this project.

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

Survey work shall include the following:

1. Establish the centerlines of all alignments, by placing hubs, stakes, nails, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced at intervals of approximately 50 feet.
2. Establish clearing limits, placing stakes at all angle points and at intermediate points at approximately 50 foot intervals.
3. Establish grading limits, placing slope stakes at centerline increments of approximately 50 feet. Establish offset reference to all slope stakes.

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

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

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

The Contractor is responsible for locating and referencing those monuments shown on the Plans of being removed or destroyed during construction, and preparing the state forms for those monuments. All

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1 survey markers, property corners, or monuments, obvious, or discovered
2 during work on this project shall be protected and preserved as specified
3 herein. In the event the Contractor disturbs or destroys any survey marker
4 during the course of construction, the Contractor shall bear all costs of
5 survey, resetting, legal claims, filing state forms, and any and all costs
6 associated with this item. The Contractor shall employ a licensed land
7 surveyor in good standing and registered in the State of Washington and
8 acceptable to the Contracting Agency and submit name, address and
9 telephone number of surveyor before starting construction.

10
11 The Contractor shall maintain a complete and accurate reference record of
12 all survey markers, monuments, property corners, etc., on this project. No
13 such marker, monument, pin, or point shall be removed or disturbed prior to
14 "reference" points being established by said land surveyor. Any and all
15 State forms required for temporary removal of such a marker, monument,
16 or property corner/stake shall be procured and processed by the
17 contractor's licensed land surveyor. A copy of this form(s) shall be given to
18 the Contracting Agency.

19
20 The Contractor shall protect all survey markers and intersection monuments
21 and, for such markers or monuments that must be, or are accidentally
22 disturbed during construction, the Contractor shall bear the costs incidental
23 to resetting such markers or monuments, to include all survey work. The
24 disturbed markers/monuments shall be reset by a licensed surveyor
25 employed by the Contractor and approved by the Engineer.

26
27 **1-05.4(2) Payment (New Section)**

28
29 "Survey," lump sum.

30
31 The lump sum contract payment shall be full compensation for all costs
32 incurred by the Contractor in performing the Contract Work in
33 Section 1-05.4.

34
35 **1-05.7 Removal of Defective and Unauthorized Work**
36 (June 16, 2006 G&O GSP)

37
38 This Section is supplemented with the following:

39
40 If the Contractor fails to remedy defective or unauthorized work within the
41 time specified in a written notice from the Contracting Agency, or fails to
42 perform any part of the Work required by the Contract, the Engineer may
43 correct and remedy such work as may be identified in the written notice with
44 Contracting Agency forces or by such other means as the Contracting
45 Agency may deem necessary.

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1
2 If the Contractor fails to comply with a written order to remedy what the
3 Engineer determines to be an emergency or urgent situation, the
4 Contracting Agency may have the defective work corrected immediately,
5 have the rejected work removed and replaced, or have work that the
6 Contractor refuses or fails to perform completed by others. An emergency
7 or urgent situation is any situation when, in the opinion of the Engineer, a
8 delay in taking remedial action could be potentially unsafe and may cause
9 risk of personal injury, property damage, or economic loss to the public, the
10 Work, or the Contracting Agency.

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

21
22 No extension of the Contract time or additional compensation will be
23 allowed because of any delay in the performance of the Work attributable
24 to the Contracting Agency's exercise of its rights provided by this Section.

25
26 The rights provided to the Contracting Agency by this Section shall not
27 diminish the Contracting Agency's right to pursue any other or additional
28 remedy with respect to the Contractor's failure to perform the Work as
29 required.

30
31 **1-05.11 Final Inspection**
32 (June 16, 2006 G&O GSP)

33
34 Delete this Section and replace it with the following:

35
36 **1-05.11 Final Inspections and Operational Testing (New Section)**
37 (June 16, 2006 G&O GSP)

38
39 **1-05.11(1) Substantial Completion Date**

40
41 When the Contractor considers the Work to be substantially complete, the
42 Contractor shall notify the Engineer in writing and request that the Engineer
43 establish the Substantial Completion Date. The Contractor's notice shall
44 list the specific items of the Work that remain to be completed in order to
45 achieve physical completion. The Engineer will schedule an inspection of

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1 the Work with the Contractor to determine the status of completion. The
2 Engineer may also establish the Substantial Completion Date unilaterally.

3
4 If, after inspection, the Engineer concurs with the Contractor that the Work
5 is substantially complete and ready for its intended use, the Engineer, by
6 written notice to the Contractor, will establish the Substantial Completion
7 Date. If, after inspection, the Engineer does not consider the Work to be
8 substantially complete and ready for its intended use, the Engineer will
9 notify the Contractor in writing and provide the reasons therefore.

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

19
20 The above process shall be repeated until the Engineer establishes the
21 Substantial Completion Date and the Contractor considers the Work
22 physically complete and ready for final inspection.

23
24 **1-05.11(2) Final Inspection and Physical Completion Date**

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

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

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1
2 Upon correction of all deficiencies, the Engineer will notify the Contractor
3 and the Contracting Agency, in writing, of the date upon which the Work was
4 considered physically complete. That date shall constitute the Physical
5 Completion Date of the Contract, but shall not constitute acceptance of the
6 Work or imply that all the obligations of the Contractor under the Contract
7 have been fulfilled.

8
9 Add the following new section:

10
11 **1-05.12(1) 2-Year Guarantee Period**
12 (March 8, 2013 G&O GSP)

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

26
27 When corrections of defects are made, the Contractor shall then be
28 responsible for correcting all defects in workmanship and materials in the
29 corrected work for two years after acceptance of the corrections by
30 Contracting Agency.

31
32 This guarantee is supplemental to and does not limit or affect the
33 requirements that the Contractor's Work comply with the requirements of
34 the Contract or any other legal rights or remedies of the Contracting Agency.

35
36 **1-05.13 Superintendents, Labor and Equipment of Contractor**
37 (August 14, 2013 APWA GSP)

38
39 Delete the sixth and seventh paragraph of this Section.
40

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1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic formats such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

1-05.16 Water and Power (New Section)

(October 1, 2005 APWA GSP)

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

1-06 CONTROL OF MATERIAL**1-06.1 Approval of Materials Prior to Use**

(January 3, 2012 G&O GSP)

This Section is supplemented with the following:

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

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

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

Timing of Product Submittals

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

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

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

Number of Submittals

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

Resubmittals

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

Delays

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

Payment

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

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

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Submittal Information

Shop, catalog, and other appropriate drawings shall be submitted to the Engineer for review prior to fabrication or ordering of all equipment or materials specified. Submittal documents shall be clearly edited to indicate only those items, models, or series of materials or equipment which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

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

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

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

1-06.2(1) Samples and Test for Acceptance

(January 3, 2012 G&O GSP)

This Section is supplemented with the following:

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

The maximum density and optimum moisture content methods shall be in

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accordance with the Contract Provisions. The frequency and type of testing the Contractor shall provide is listed below:

Earthwork

Item	Location	Test	Testing Frequency
Subgrades	Site	In Place Density ⁽³⁾	One test per lift per 2,500 sq. ft.
		Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.

Trenching

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

Aggregate Materials

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

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Item	Test	Testing Frequency
	Moisture Density Relationship (Modified Proctor)	One test and any time material changes

Hot Mix Asphalt and Asphalt Treated Base

Item	Test	Testing Frequency
Commercial HMA and ATB	Rice Density	1 – project.
Commercial HMA, ATB	Compaction ⁽¹⁾	1 – 100 TN.

Hot Mix Asphalt Aggregate⁽⁸⁾

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

PCC Structures (All PCC except PCC Paving)

Item	Test	Testing Frequency
Course Aggregate ⁽⁶⁾⁽⁷⁾	Gradation	1 – 1,000 CY.
Fine Aggregate ⁽⁶⁾⁽⁷⁾	Gradation	1 – 1,000 CY.
Combined Aggregate ⁽⁶⁾⁽⁷⁾	Gradation	1 – 1,000 CY.
Consistency ⁽⁹⁾	Slump	Each Day; First truck and each load until two successive loads meet specification.
Air Content ⁽⁹⁾	Air	Each Day; First truck and each load until two successive loads meet specification.
Cylinders (28 Day) ⁽⁷⁾	Compressive Strength	1 – 50 CY.
Cement ⁽⁵⁾⁽⁷⁾	Chemical and Physical Certification	
Grout	Compressive Strength	1 set/day.

- (1) All acceptance tests shall be conducted from in-place samples.
- (2) Additional tests shall be conducted when variations occur due to the Contractor's operations, weather conditions, site conditions, etc.
- (3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may be used for the

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- required testing frequency and procedures. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.
- (4) Depending on soil conditions, it is anticipated that compaction tests will be required at depths of two feet above the pipe and at each additional two feet to the existing surface plus a test at the surface.
 - (5) Cement may be accepted by the Engineer based on the Manufacturer's Mill Test Report number indicating full conformance to the Specification.
 - (6) The frequency for fine, course, and combined concrete aggregate samples for PCC Paving and PCC Structures shall be based on the cubic yard (CY) of concrete.
 - (7) Commercial concrete will be accepted with Certificate of Compliance.
 - (8) Hot mix asphalt aggregate tests are not required for Commercial HMA or for HMA CI. ____ PG ____ that has a project quantity of ≤ 400 tons.
 - (9) Agency representative to witness each test.

Payment

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

1-06.2(2)B Financial Incentive

(February 15, 2008 G&O GSP)

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

1-06.4 Handling and Storing Materials

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The Contractor may be required to provide off-site storage of equipment and materials to enable construction to occur at the construction site. The Contractor has full responsibility to secure all off-site storage areas, if needed, and shall include the costs for providing such storage areas in the Proposal for the individual equipment and material bid items requiring off-site storage. All off-site storage areas shall be fenced, secure and have access restricted or withheld from the general public.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this Section in its entirety.

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

(February 25, 2021 WSDOT GSP)

This Section is revised to read:

General

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

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

Health and Safety

The Contractor shall be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act RCW 49.17 (WISHA) and as set forth in Title 296 WAC (Department of Labor and Industries). In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace. The Contractor shall likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations that may be applicable to the Contract Work. A copy of all safety plans (e.g., fall protection work plan) that are developed by the Contractor shall be submitted to the Engineer as a Type 1 Working Drawing. When requested by the Engineer, the Contractor shall provide training to Contracting Agency employees working on-site for any activity covered by a safety plan. Costs for training that is provided solely to Contracting Agency employees will be paid to the Contractor in accordance with Section 1-09.4.

ATTACHMENT 1**Mine Safety**

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

Wells

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

Changes to Laws to be Observed**General**

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

Taxes

Under certain conditions, the Contracting Agency will adjust payment to compensate for tax changes. First, the changes shall involve federal or state taxes on materials or fuel used in or consumed for the project. Second, the changes shall increase or decrease Contractor-paid taxes by more than \$500. For items in the original Contract, the tax change must occur after the Bid opening date. For negotiated Contracts or items in a supplemental agreement, the tax change must take place after the execution date of the Contract or agreement. Within these conditions, the Contracting Agency will adjust compensation by the actual dollar amounts of increase or decrease caused by the tax changes. If the Engineer requests it, the Contractor shall certify in writing that the Contract price does not include any extra amount to cover a possible change in taxes.

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

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1 (May 13, 2020, WSDOT GSP)

2
3 This Section is supplemented with the following:

4
5 In response to COVID-19, the Contractor shall prepare a project specific
6 COVID-19 Health and Safety Plan (CHSP) in conformance with
7 Section 1-07.4(2) as supplemented in these specifications, **COVID-19**
8 **Health and Safety Plan (CHSP).**
9

10 (June 16, 2006 G&O GSP)

11 This Section is supplemented with the following:

12
13 In cases of conflict between different safety regulations, the more stringent
14 regulation shall apply.
15

16 The Washington State Department of Labor and Industries shall be the sole
17 and paramount administrative agency responsible for the administration of
18 the provisions of the Washington Industrial Safety and Health Act of 1973
19 (WISHA).
20

21 All Work under this Contract shall be performed in a safe manner. The
22 Contractor and all Subcontractors shall observe all rules and regulations of
23 the Washington State Department of Labor and Industries, rules and
24 regulations of OSHA, WISHA or any other jurisdiction, and all other
25 applicable safety standards. The Contractor shall be solely and completely
26 responsible for conditions of the job site, including safety of all persons and
27 property during performance of the Work. This requirement shall apply
28 continuously and not be limited to normal working hours.
29

30 The Engineer's review of the Contractor's Work plan, safety plan,
31 construction sequence, schedule or performance does not and is not
32 intended to include review or approval of the adequacy of the Contractor's
33 safety measures in, on, or near the construction site. The Engineer does
34 not purport to be a safety expert, is not engaged in that capacity under this
35 Contract, and has neither the authority nor the responsibility to enforce
36 construction safety laws, rules, regulations, or procedures, or to order the
37 stoppage of Work for claimed violations thereof.
38

39 The Contractor shall exercise every precaution at all times for the
40 prevention of accidents and the protection of persons (including employees)
41 and property. All exposed moving parts of equipment capable of inflicting
42 injury by accidental contact shall be protected with sturdy removable guards
43 in accordance with applicable safety regulations.
44

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1 (April 3, 2006 WSDOT GSP)

2 This Section is supplemented with the following:

3
4 **Confined Space**

5
6 Confined spaces are known to exist at the following locations:

7
8 Within storm drains, catch basins, and manholes

9
10 The Contractor shall be fully responsible for the safety and health of all on-
11 site workers and compliant with Washington Administrative Code (WAC
12 296-809).

13
14 The Contractor shall prepare and implement a confined space program for
15 the Work. No work shall be performed in or adjacent to the confined space
16 until the Contractor has prepared and implemented the confined space
17 program.

18
19 All costs to prepare and implement the confined space program shall be
20 included in the bid prices for the various items associated with the confined
21 space work.

22
23 **1-07.2 Sales Tax**

24
25 Delete this section, including its subsections, in its entirety and replace it with the
26 following:

27
28 **1-07.2 Sales Tax**

29 (June 27, 2011 APWA GSP)

30
31 The Washington State Department of Revenue has issued special rules
32 on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to
33 clarify those rules. The Contractor should contact the Washington State
34 Department of Revenue for answers to questions in this area. The
35 Contracting Agency will not adjust its payment if the Contractor bases a
36 bid on a misunderstood tax liability.

37
38 The Contractor shall include all Contractor-paid taxes in the unit bid prices
39 or other contract amounts. In some cases, however, state retail sales tax
40 will not be included. Section 1-07.2(2) describes this exception.

41
42 The Contracting Agency will pay the retained percentage (or release the
43 Contract Bond if a FHWA funded project) only if the Contractor has
44 obtained from the Washington State Department of Revenue a certificate
45 showing that all contract-related taxes have been paid (RCW 60.28.051).

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1 The Contracting Agency may deduct from its payments to the Contractor
2 any amount the Contractor may owe the Washington State Department of
3 Revenue, whether the amount owed relates to this contract or not. Any
4 amount so deducted will be paid into the proper State fund.

5
6 **1-07.2(1) State Sales Tax — Rule 171**
7

8 WAC 458-20-171, and its related rules, apply to building, repairing, or
9 improving streets, roads, etc., which are owned by a municipal
10 corporation, or political subdivision of the state, or by the United States,
11 and which are used primarily for foot or vehicular traffic. This includes
12 storm or combined sewer systems within and included as a part of the
13 street or road drainage system and power lines when such are part of the
14 roadway lighting system. For work performed in such cases, the
15 Contractor shall include Washington State Retail Sales Taxes in the
16 various unit bid item prices, or other contract amounts, including those that
17 the Contractor pays on the purchase of the materials, equipment, or
18 supplies used or consumed in doing the Work.
19

20 **1-07.2(2) State Sales Tax — Rule 170**
21

22 WAC 458-20-170, and its related rules, apply to the constructing and
23 repairing of new or existing buildings, or other structures, upon real
24 property. This includes, but is not limited to, the construction of streets,
25 roads, highways, etc., owned by the state of Washington; water mains and
26 their appurtenances; sanitary sewers and sewage disposal systems
27 unless such sewers and disposal systems are within, and a part of, a
28 street or road drainage system; telephone, telegraph, electrical power
29 distribution lines, or other conduits or lines in or above streets or roads,
30 unless such power lines become a part of a street or road lighting system;
31 and installing or attaching of any article of tangible personal property in or
32 to real property, whether or not such personal property becomes a part of
33 the realty by virtue of installation.
34

35 For Work performed in such cases, the Contractor shall collect from the
36 Contracting Agency, retail sales tax on the full contract price. The
37 Contracting Agency will automatically add this sales tax to each payment
38 to the Contractor. For this reason, the Contractor shall not include the
39 retail sales tax in the unit bid item prices, or in any other contract amount
40 subject to Rule 170, with the following exception.
41

42 Exception: The Contracting Agency will not add in sales tax for a payment
43 the Contractor or a Subcontractor makes on the purchase or rental of
44 tools, machinery, equipment, or consumable supplies not integrated into

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the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

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

1-07.4 Sanitation**1-07.4(2) Health Hazards
(May 13, 2020 G&O GSP)**

This Section is supplemented with the following:

COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 Health and Safety Plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State and Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the Work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including Contracting Agency workers in the field, Contractor personnel, consultants, project staff, Subcontractors, suppliers and anyone on the project site, staging areas, or yards.

The cost for development and implementation of the CHSP shall be incidental to associated items of the Contract Work.

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1-07.7 Load Limits

(March 13, 1995 WSDOT GSP)

This Section is supplemented with the following:

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

1-07.9(5) Required Documents

(June 29, 2020 G&O GSP)

Delete this Section and replace it with the following:

General

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

Intents and Affidavits

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

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

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

Certified Payrolls

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

Penalties for Noncompliance

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

1-07.13 Contractor's Responsibility for Work

(March 31, 2010 G&O GSP)

1-07.13(1) General

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

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

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

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

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

ATTACHMENT 1**1-07.16 (1) Private/Public Property**

(August 1, 2009 G&O GSP)

This Section is supplemented with the following:

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

Damage and Claims

Along the street to be improved there are privately owned improvements on the properties abutting the right-of-way. Even though all reasonable precaution is to be taken by the Contractor, these improvements may in some instances be damaged. In the event such occurs, and claims for damages are filed by the property owners, the Contracting Agency will request the Contractor to provide evidence that the Contractor has requested its insurance company to contact the claimant. Any settlement for claims for damage to private property shall be by and between the claimant, the Contractor, and the Contractor's insurance company.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP)

This Section is supplemented with the following:

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

Utility Locations

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience.

Gas and Power Puget Sound Energy Jeff McMeekin P.O. Box 90868 Bellevue, WA 98009-0868 Tel. (425) 462-3824 Emergency (800) 552-7171	Water and Sewer City of Bellevue Abe Santos (425) 452-6456
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1

Telecommunications Comcast Jill Look 3414 California Street Everett, WA 98201 Tel. (425) 317-9601 Ext. 250 Cell (206) 396-6032	Telecommunications CenturyLink Jennifer Johnson 1550 Newport Way NW Issaquah, WA 98027 Tel. (206) 346-6537 Cell (206) 941-0368
--	--

2

3 **1-07.17(2) Utility Construction, Removal, or Relocation by Others**
4 (July 20, 2020 G&O GSP)

5

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

7

8 Any authorized agent of the Contracting Agency or utility owners may enter
9 the right-of-way to repair, rearrange, alter, or connect their equipment. The
10 Contractor shall cooperate with such effort and shall avoid creating delays
11 or hindrances to those doing the Work. As needed, the Contractor shall
12 arrange to coordinate work schedules.

13

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

21

22 The Contractor shall coordinate all work with the various utility companies
23 and their Contractors. The Contractor, when scheduling his work crews,
24 shall use production rates that anticipate the need to provide block-outs
25 and/or gaps in the driveways, curb and gutter, and/or pavement sections
26 where existing utility structures currently exist, and then come back at a
27 later time to construct the missing sections after the utility has been
28 relocated or adjusted by the applicable utility. The Contractor shall assume
29 that the utilities will not be relocated prior to construction of this project nor
30 at his convenience during the course of construction. As such, the
31 Contractor shall assume such, and schedule his crews and his
32 Subcontractors to remobilize to the various sites and temporarily relocate
33 his or his Subcontractor's crews to other areas of the project and complete
34 other unaffected portions of the project in order to coordinate the relocation
35 of the utilities with the various utility companies. There shall be no additional
36 money or time due the Contractor for leaving gaps or for block-out
37 construction, remobilization, demobilization, out of sequence construction,
38 relocation of work crews, and construction of curb, gutter, or driveway

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patches after the utility has been relocated. It is the intent of these Specifications that the Contractor diligently pursue other work on the site when such conflicts occur and recognize and plan for the inherent inefficiencies and impaired production rates.

Payment

All costs to comply with this Section and repair specified in this Section, unless otherwise stated, are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the bid prices of the Contract.

1-07.18 Public Liability and Property Damage Insurance (January 4, 2016 G&O GSP)

Delete this Section and replace it with the following:

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain insurance described in all subsections of 1-07.18 of these Special Provisions, from insurers with a current A.M. Best rating not less than A – VII and licensed to do business in the state of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion Date, unless otherwise indicated.
- C. All insurance coverage required by this section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.
- D. The insurance policies shall contain a “cross liability” provision.
- E. The Contractor’s and all Subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.

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- 1 F. The Contractor shall provide the Contracting Agency and all
2 Additional Insured with written notice of any policy cancellation and
3 the date of effective cancellation within 2 business days of receipt.
4
- 5 G. The Contractor shall not begin work under the Contract until the
6 required insurance has been obtained and approved by the
7 Contracting Agency.
8
- 9 H. Failure on the part of the Contractor to maintain the insurance as
10 required shall constitute a material breach of Contract, upon which
11 the Contracting Agency may, after giving five business days notice to
12 the Contractor to correct the breach, immediately terminate the
13 Contract or, at its discretion, procure or renew such insurance and
14 pay any and all premiums in connection therewith, with any sums so
15 expended to be repaid to the Contracting Agency on demand, or at
16 the sole discretion of the Contracting Agency, offset against funds
17 due the Contractor from the Contracting Agency.
18
- 19 I. All costs for insurance shall be incidental to and included in the unit
20 or lump sum prices of the Contract and no additional payment will be
21 made.
22

1-07.18(2) Additional Insured

23 All insurance policies, with the exception of Workers Compensation, shall
24 name the following listed entities as additional insured(s) using the forms or
25 endorsements required herein:
26
27

- 28
- 29 • The Contracting Agency and its officers, elected/appointed
- 30 officials, employees, agents, and volunteers;
- 31 • Gray & Osborne, Inc.
32

33 The above-listed entities shall be additional insured(s) for the full available
34 limits of liability maintained by the Contractor, irrespective of whether such
35 limits maintained by the Contractor are greater than those required by this
36 Contract, and irrespective of whether the Certificate of Insurance provided
37 by the Contractor pursuant to 1-07.18(4) describes limits lower than those
38 maintained by the Contractor.
39

1-07.18(3) Subcontractors

40 Contractor shall ensure that each Subcontractor of every tier obtains and
41 maintains at a minimum the insurance coverages listed in 1-07.18(5)A and
42 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall
43 provide evidence of such insurance.
44
45

ATTACHMENT 1**1-07.18(4) Verification of Coverage**

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

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

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

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

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

ATTACHMENT 1**1-07.18(5)C Workers' Compensation**

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

1-07.18(5)D Excess or Umbrella Liability

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

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

1-07.18(5)E Builders Risk Insurance

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

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

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increased deductibles accepted by the Contracting Agency will remain the responsibility of the Contractor.

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

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

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

1-07.23 Public Convenience and Safety**1-07.23(1) Construction Under Traffic**

(May 2, 2017 G&O GSP)

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

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

1. Remove or repair any condition resulting from the Work that might impede traffic or create a hazard.
2. Keep existing traffic signal and street lighting systems in operation as the Work proceeds.
3. Maintain the striping on the roadway.

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4. Maintain existing permanent signing.

5. Keep drainage systems clean and allow for unobstructed flow of water.

(September 30, 2020 WSDOT GSP)

Delete the last paragraph and replace with the following:

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

1. Drop-offs up to 0.20 foot, unless otherwise ordered by the Engineer, may remain exposed with appropriate warning signs alerting motorists of the condition.
2. Drop-offs more than 0.20 foot that are in the Traveled Way or Auxiliary Lane will not be allowed unless protected with appropriate warning signs and further protected as indicated in 3b or 3c below.
3. Drop-offs more than 0.20 foot, but no more than 0.50 foot, that are not within the Traveled Way shall be protected with appropriate warning signs and further protected by having one of the following:
 - a. A wedge of compacted stable material placed at a slope of 4:1 or flatter.
 - b. Channelizing devices (Type I barricades, plastic safety drums, or other devices 36 inches or more in height) placed along the traffic side of the drop-off and a new edge of pavement stripes placed a minimum of 3 feet from the drop-off. The maximum spacing between the devices in feet shall be the posted speed in miles per hour. Pavement drop-off warning signs shall be placed in advance and throughout the drop-off treatment.
 - c. A temporary concrete barrier, temporary steel barrier, or other approved traffic barrier installed on the traffic side of a drop-off with a new edge line placed a minimum of 2-feet from the traffic face of the barrier. The barrier shall have a lateral offset from the edge of the drop-off to the back of the barrier as follows:

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- i. A minimum offset of 3-feet for temporary Type F or Type 2 concrete barrier when not anchored.
- ii. A minimum offset of 1-foot for temporary Type F or Type 2 concrete barrier when anchored on hot mix asphalt pavement as shown on WSDOT Standard Plans C-60.10 or K-80.35.
- iii. A minimum offset of 1-foot for temporary Type F concrete barrier when anchored on cement concrete pavement as shown on WSDOT Standard Plan C-60.10.
- iv. A minimum offset of 9-inches for temporary Type F or Type 2 concrete barrier when anchored on cement concrete pavement and/or concrete bridge decks as shown on WSDOT Standard Plan K-80.35.
- v. A minimum offset of 6-inches or 9-inches for temporary Type F or Type 2 narrow base concrete barrier when anchored on cement concrete pavement and concrete bridge decks as shown on WSDOT Standard Plan K-80.37.
- vi. A minimum offset following manufacturer recommendations for temporary steel barrier when not anchored; or when anchored on hot mix asphalt pavement, cement concrete pavement, or concrete bridge decks.
- vii. A minimum offset as directed by the Engineer for any barrier type or configuration not shown in this Section.

An approved terminal, flare, or impact attenuator is required at the approach end of the barrier run, and is required at the trailing end of a barrier run in two-way operations when shown in the plans or as directed by the Engineer.

4. Drop-offs more than 0.50 foot not within the Traveled Way or Auxiliary Lane shall be protected with appropriate warning signs and further protected as indicated in 3a, 3b, or 3c if all of the following conditions are met:
 - a. The drop-off is less than 2 feet;

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- b. The total length throughout the project is less than 1 mile;
- c. The drop-off does not remain for more than 3 working days;
- d. The drop-off is not present on any of the holidays listed in Section 1-08.5; and
- e. The drop-off is only on one side of the Roadway.

5. Drop-offs more than 0.50 foot that are not within the Traveled Way or Auxiliary Lane and are not otherwise covered by No. 4 above shall be protected with appropriate warning signs and further protected as indicated in 3a or 3c.

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

(February 3, 2020 WSDOT GSP)

This Section is supplemented with the following:

Work Zone Clear Zone

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

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

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

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

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

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

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

Minimum Work Zone Clear Zone Distance

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

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

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

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

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

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

5
6 The Contractor shall be responsible for providing, without expense or
7 liability to the Contracting Agency, any additional land and access thereto
8 that the Contractor may desire for temporary construction facilities, storage
9 of materials, or other Contractor needs. However, before using any private
10 property, whether adjoining the Work or not, the Contractor shall file with
11 the Engineer a written permission of the private property owner, and, upon
12 vacating the premises, a written release from the property owner of each
13 property disturbed or otherwise interfered with by reasons of construction
14 pursued under this contract. The statement shall be signed by the private
15 property owner, or proper authority acting for the owner of the private
16 property affected, stating that permission has been granted to use the
17 property and all necessary permits have been obtained or, in the case of a
18 release, that the restoration of the property has been satisfactorily
19 accomplished. The statement shall include the parcel number, address,
20 and date of signature. Written releases must be filed with the Engineer
21 before the Completion Date will be established.

PUBLIC NOTIFICATION

22
23
24
25 Each property owner shall be given a minimum of 2 working days notice
26 prior to entry upon the owner's property by the Contractor. This includes
27 entry onto easements and private property where private improvements
28 must be adjusted.

29
30 The Contractor shall notify all residents and businesses within 300 feet from
31 the edge of the Work area prior to performing any Work under this Contract.

32
33 Notification shall be made to ensure that:

- 34
35 1. Parked vehicles are moved;
36
37 2. The public is aware that access may be temporarily impeded;
38
39 3. The public is aware that private improvements within the Work
40 area may be impacted.
41
42

ATTACHMENT 1

Notification shall be as follows:

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

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

Payment

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters (New Section)
(May 25, 2006 APWA GSP)**1-08.0(1) Preconstruction Conference**
(October 10, 2008 G&O GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various persons associated with or affected by the Work;

ATTACHMENT 1

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the Work;
5. To review traffic control; and
6. To discuss such other related items as may be pertinent to the Work.

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

1. Breakdown of all lump sum items in the Proposal;
2. A preliminary schedule for working drawing submittals; and
3. A list of material sources for approval, if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

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

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the Work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the Work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify..."

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit three copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will

ATTACHMENT 1

1 evaluate the Type A Progress Schedule and approve or return the schedule
2 for corrections within 15 calendar days of receiving the submittal.

3
4 **1-08.3(2)D Weekly Look Ahead Schedule**

5 (August 2009 G&O GSP)

6
7 This Section is supplemented with the following:

8
9 The Contractor shall attend a weekly construction meeting with the
10 Contracting Agency. The meeting will include discussion of the weekly look
11 ahead schedule, status of the Work, utility coordination, and traffic control.
12 The Contractor's superintendent/foreman shall attend and participate in the
13 weekly construction meeting.

14
15 **1-08.4 Prosecution of Work**

16 (April 8, 2020 G&O GSP)

17
18 Delete the first sentence of this Section and replace with the following:

19
20 The Contract time shall begin on the first working day following the 10th
21 calendar day after the issuance of the written notice to proceed or the first
22 day on which the Contractor begins to perform Work on the site, whichever
23 first occurs. No work on site shall be performed until the Contracting
24 Agency has accepted the Contractor's COVID-19 Health and Safety Plan.

25
26 **1-08.5 Time for Completion**

27 (June 30, 2020 G&O GSP)

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

30
31 The Contractor shall complete all Contract Work within the number of
32 working days stated in the Contract Provisions or as extended by the
33 Engineer in accordance with Section 1-08.8. Every day will be counted as
34 a working day unless it is a nonworking day or an Engineer determined
35 unworkable day. A nonworking day is defined as a Saturday, a Sunday, a
36 day on which the Contract specifically suspends Work, or one of these
37 holidays: January 1, the third Monday of January, the third Monday of
38 February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving,
39 the day after Thanksgiving, and Christmas Day. When any of these
40 holidays fall on a Sunday, the following Monday shall be counted a
41 nonworking day. When the holiday falls on a Saturday, the preceding Friday
42 shall be counted a nonworking day. The days between December 25 and
43 January 1 will be classified as nonworking days, provided the Contractor
44 actually suspends performance of the Work.

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

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

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

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

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Project Engineer prior to establishing a Completion Date:

ATTACHMENT 1

- a. Certified payrolls (per Section 1-07.9(5));
- b. Material acceptance certification documents;
- c. Final Contract Voucher certification;
- d. Property owner releases required by Section 1-07.24.
- e. Affidavits of Wages Paid for the Contractor and all Subcontractors must be submitted to the Contracting Agency.
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

1-08.8 Extension of Time

(February 15, 2008 G&O GSP)

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

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

1-08.9 Liquidated Damages

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

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

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- a. The Contractor acknowledges that the Contracting Agency will suffer monetary damages in the event of an unexcused delay in the substantial completion and physical completion of the Work. If the Contractor fails, without excuse under the Contract, or otherwise refuses to complete the Work within the Contract time, or any extension thereof granted by the Contracting Agency, the Contractor agrees to pay to the Contracting Agency the amount specified in the Contract Provisions, not as a penalty, but as liquidated damages for such breach of the Contract, for each day that the Contractor shall be in default after the time stipulated in the Contract for substantial completion and physical completion of the Work.
- b. The amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Contracting Agency because of the impracticability and extreme difficulty of determining the actual damages that the Contracting Agency would sustain. The amount of liquidated damages is specifically agreed to be a reasonable approximation of the damages which the Contracting Agency would sustain as a result of an unexcused delay in the substantial completion and the physical completion of the Work. The Contracting Agency may retain liquidated damages from progress payments that otherwise would be due to the Contractor.

1-09 MEASUREMENT AND PAYMENT**1-09.2(1) General Requirements for Weighing Equipment**
(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

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

ATTACHMENT 1

1 **1-09.2(5) Measurement**
2 (May 2, 2017 APWA GSP)

3
4 Revise the first paragraph to read:

5
6 **Scale Verification Checks** – At the Engineer's discretion, the Engineer
7 may perform verification checks on the accuracy of each batch, hopper, or
8 platform scale used in weighing contract items of Work.
9

10 **1-09.6 Force Account**
11 (June 16, 2006 G&O GSP)

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

14
15 The cost to be included in the equitable adjustment for any changes directed
16 or approved in accordance with Section 1-04.4, will be determined by one
17 or more of the following methods:

- 18
19 a. Contract unit bid prices previously approved; or
20
21 b. If there are no unit bid prices, an agreed lump sum; or
22
23 c. If the amount of the adjustment cannot be agreed upon in
24 advance or in the manner provided in subparagraph a. or b.
25 above, the cost will be determined by the actual cost of:
26
27 1. Labor including working foremen. Labor rates will
28 include the basic wage and fringe benefits, current
29 rates for Federal Insurance Compensation Act (FICA),
30 Federal Unemployment Tax Act (FUTA) and State
31 Unemployment Tax Act (SUTA), and the company's
32 present rates for medical aid and industrial insurance
33 premiums. Labor reimbursement calculations will be
34 based on a "Labor List" (List) prepared and submitted
35 by the Contractor and any Subcontractor before the
36 Contractor commences force account Work. The
37 Engineer may compare the List to payrolls and other
38 documents and may at any time, require the Contractor
39 to submit a new List.
40

41 In the event that an acceptable List is not received by
42 the time that force account calculations are begun, the
43 Engineer will develop a List unilaterally, utilizing the
44 best data available;
45

ATTACHMENT 1

2. Materials and equipment incorporated permanently into the Work;

3. The ownership or rental cost of equipment during the time of use on the extra Work. Equipment rates shall be as set forth in the then current AGC/WSDOT Equipment Rental Agreement. These rates shall be full compensation for all costs incidental to furnishing and operating the equipment. The Contractor shall submit copies of applicable portions of the AGC/WSDOT Equipment Rental Agreement to the Engineer. The rates listed in the Rental Rate Blue Book (as modified by the current AGC/WSDOT Equipment Rental Agreement) shall be full compensation for all fuel, oil, lubrication, ordinary repairs, maintenance, and all other costs incidental to furnishing and operating the equipment except labor for operation; plus

4. Overhead and Profit as follows:

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

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

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

ATTACHMENT 1

1-09.7 Mobilization

(June 6, 2006, G&O GSP)

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

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

ROUTINE CLEANING**A. General:**

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

B. Site:

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

ATTACHMENT 1

3. Maintain the Work site at all times in a neat and orderly condition meeting the approval of the Contracting Agency.

FINAL CLEANING**A. General:**

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

Payment

"Mobilization, Cleanup, and Demobilization," lump sum.

The lump sum contract payment shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in this Section. Payment for this item shall be made as follows:

1. Fifty percent of this item will be included in the first monthly pay estimate after the Contractor is in full operation and construction of the Work has began;
2. Forty percent of this item will be proportioned equally (based on the number of working days in the Contract) and included in each monthly pay estimate submitted by the Contractor. The Contractor shall provide regular and ongoing cleanup. Failure of the Contractor to provide regular ongoing cleanup will be cause for permanent forfeiture of the monthly payment for each month that the cleanup is not performed as required. If cleanup is not performed during a monthly pay period, it shall not be subject to reimbursement under any following monthly pay estimate, and the lump sum amount due will be adjusted accordingly.
3. Ten percent of this item will be included in the estimate issued when the Physical Completion Date is achieved, including the removal of all equipment from the Work site.

ATTACHMENT 1

1-09.8 Payment for Material on Hand

(June 16, 2006 G&O GSP)

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

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

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

1-09.9 Payments

(June 27, 2011 G&O GSP)

Delete the fourth paragraph and replace it with the following:

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the Work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the Work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

ATTACHMENT 1

3. Materials on Hand — 90 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1), on non “FHWA funded” projects;
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

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

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor’s failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records

ATTACHMENT 1

1 deemed necessary by the Contracting Agency to assist in evaluating the
2 claims or action.

3

4 **1-10 TEMPORARY TRAFFIC CONTROL**

5

6 **1-10.2(1) General**

7 (January 3, 2017 WSDOT GSP)

8

9 This Section is supplemented with the following:

10

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

14

15 The Northwest Laborers-Employers Training Trust
16 27055 Ohio Ave.
17 Kingston, WA 98346
18 (360) 297-3035

19

20 Evergreen Safety Council
21 12545 135th Ave. NE
22 Kirkland, WA 98034-8709
23 1-800-521-0778

24

25 The American Traffic Safety Services Association
26 15 Riverside Parkway, Suite 100
27 Fredericksburg, Virginia 22406-1022
28 Training Dept. Toll Free (877) 642-4637
29 Phone: (540) 368-1701

30

31 **1-10.2(2) Traffic Control Plans**

32 (March 31, 2016 G&O GSP)

33

34 This Section is supplemented with the following:

35

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

39

40

ATTACHMENT 1

1 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**
2 (August 2, 2004 WSDOT GSP)

3

4 This Section is supplemented with the following:

5

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

ATTACHMENT 1

DIVISION 2
EARTHWORK

ATTACHMENT 1

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

(December 7, 2006 G&O GSP)

This Section is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:

Within the construction area of 77th Avenue NE, and within the right-of-way, utility easements, and construction easements where required. The area to be cleared and grubbed shall extend to 1 foot beyond the improvements (i.e., toe of fill, top of cut slope, fence, sidewalk, pavement removal area, pavement, curb, etc.) unless indicated otherwise on the Plans. The Contractor shall coordinate with the Engineer to protect and leave in place those trees, landscaping, or other items specifically identified to be saved. Where such is required, the Contractor shall flag those trees, shrubs, etc., to identify to his workforce their need to be saved.

Existing landscaping, including but not limited to, rockeries, beauty bark, decorative gravel or rock, bushes, trees, and shrubbery within and/or adjacent to the work areas shall be protected from damage and/or removed and/or relocated as indicated on the Plans. The Contractor shall provide protection, removal, temporary or permanent relocation, watering, staking, etc., as directed by the Engineer.

Unless indicated otherwise on the Plans, the property owners shall be allowed to remove and/or relocate trees, shrubs, irrigation, wood headers, ornamental plants, and any other decorative landscaping materials within the work areas that they wish to save. The Contractor shall notify both verbally and in writing (by certified mail) all abutting property owners and allow them a minimum of two weeks from the date the property owner is notified for the property owner to remove landscaping within the work area. The Contractor shall submit a checklist to the Contracting Agency verifying notification of property owners of landscaping relocation requirements. The Contractor shall remove and wastehaul all such items not removed by the property owner. Prior to the removal of the landscaping materials, the Contractor must receive approval from the Engineer to begin this work.

If the Contractor removes or damages any existing vegetation, landscaping item or private irrigation system not designated for removal because of any act, omission, neglect or misconduct in the execution of the work, such items shall be restored or replaced in kind by the Contractor to a condition similar or equal to that existing before such damage or removal occurred.

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

(December 7, 2006 G&O GSP)

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

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

2-01.5 Payment

(March 6, 2016 G&O GSP)

This Section is supplemented with the following:

The lump sum contract price for "Clearing and Grubbing" shall include all costs associated with furnishing all labor, materials, tools, and equipment for completion of clearing and grubbing as indicated on the Plans and specified herein including, but not limited to, clearing and grubbing, wastehaul, notification/coordination with property owners and Contracting Agency, protecting landscaping to remain, restoration/replacement of those items identified to be saved that are damaged by the Contractor, and landscaping relocations as indicated on the Plans and specified herein.

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

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

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

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2-02.3 Construction Requirements

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The removal of any existing improvements shall be conducted in such a manner as not to damage utilities and any portion of the infrastructure that is to remain in place. Any deviation in this matter will obligate the Contractor at his own expense, to repair, replace or otherwise make proper restoration to the satisfaction of the Contracting Agency.

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

Where the Plans call for the removal of a portion of an existing fence, the Contractor shall furnish and install a new fence end post (and concrete anchor) and attach or extend the existing fence that is to remain to the new fence end post.

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

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

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

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and gutters shall be removed at the nearest construction joint where possible, and removed and wastehauled as required for the construction of this Project. Where directed by the Engineer, cement concrete curbs or curb and gutter shall be saw-cut prior to removal. Existing pavement shall be

ATTACHMENT 1

1 precut before commencing excavation and shall be removed as required for
2 the construction.

3
4 Where shown on the Plans or where directed in the field by the Engineer,
5 the Contractor shall make a neat vertical saw-cut at the boundaries of the
6 area to be removed. Care shall be taken during sawcutting so as to prevent
7 damage to the existing asphalt concrete, or concrete, to remain in place.
8 Any pavement or concrete damaged by the Contractor outside the area
9 scheduled for removal due to the Contractor's operations or negligence
10 shall be repaired or replaced to the Contracting Agency's satisfaction by the
11 Contractor at no additional cost to the Contracting Agency.

12
13 All cuts shall be continuous, full depth, and shall be made with saws
14 specifically equipped for this purpose. No skip cutting or jack hammering
15 will be allowed unless specifically approved otherwise in writing by the
16 Engineer.

17
18 Wheel cutting or jack hammering shall not be considered an acceptable
19 means of pavement "cutting," unless pre-approved in writing by the
20 Engineer. However, even if pre-approved as a method of cutting, no
21 payment will be made for this type of work, and it shall be included in the
22 various unit contract and lump sum prices listed in the Proposal.

23
24 The location of all pavement cuts shall be pre-approved by the Engineer in
25 the field before cutting commences.

26
27 All water and slurry material resulting from sawcutting operations shall not
28 be allowed to enter the storm drainage or sanitary sewer system and shall
29 be removed from the site and disposed of in accordance with the
30 Washington State Department of Ecology regulations.

31
32 **2-02.4 Measurement (New Section)**

33 (*****)

34
35 This Section is supplemented with the following:

36
37 "Removal of Curb and Gutter", will be measured per lineal foot of cement
38 concrete curb and gutter, and cement concrete traffic curb.

39
40 "Removal of Cement Conc. Flatwork", will be measured per square yard.

41
42 "Removal of Asphalt Pavement", will be measured per square yard.
43

ATTACHMENT 1**2-02.5 Payment**

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

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

The lump sum contract price for "Removal of Structure and Obstruction" shall be full compensation for furnishing all tools, labor, equipment, materials, and incidentals necessary for removing, loading, hauling, relocating, disposing of, and/or delivering items as noted herein and directed in the field by the Resident Inspector, to include but not limited to, fees and permits related to disposal that is not included in the other contract items note in this section. It shall also include furnishing and installing new fence end posts (and concrete anchors), and attaching said end posts to the existing fence that is to remain in place.

"Removal of Curb and Gutter," per lineal foot.

"Removal of Cement Conc. Flatwork", per square yard.

The unit contract price per square yard for "Removal of Cement Conc. Flatwork" shall be full pay to perform the work for removal, wastehaul and disposal of cement concrete sidewalk, walkways, and ADA ramps (including pedestrian curbing).

"Removal of Asphalt Pavement", per square yard.

The unit contract price per square yard for "Removal of Asphalt Pavement" shall be full pay to perform the work for removal, wastehaul and disposal of asphalt sidewalks, driveways, and pavement.

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

(March 17, 2016 G&O GSP)

This Section is supplemented with the following:

This work also includes wet weather and wet condition earthwork measures.

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2-03.3 Construction Requirements

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

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

1. Earthwork shall be performed in small sections to minimize exposure to wet weather. Excavation or the removal of unsuitable soil shall be followed immediately by the placement and compaction of a suitable thickness (generally eight inches or less) of clean structural fill. The size and/or type of construction equipment shall be selected as required to prevent soil disturbance. In some instances, it may be necessary to limit equipment size to minimize subgrade disturbance caused by equipment traffic.
2. During wet weather conditions, the allowable fines content of the gravel borrow shall be reduced to no more than 5 percent by weight based on the portion passing the 3/4-inch sieve. The sand equivalent shall be 50 percent minimum.
3. The ground surface in the construction area shall be graded to promote the rapid runoff of surface water and to prevent ponding of water.
4. No soil should be left uncompacted and exposed to moisture. A smooth drum vibratory roller, or equivalent, shall be used to seal the ground surface.
5. Excavation and placement of fill or backfill material will be observed by the Engineer, to determine that all work is being accomplished in accordance with the project specifications.

2-03.3(7)B Haul

(January 7, 2013 G&O GSP)

Delete this Section and replace it with the following:

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

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2-03.3(7)C Contractor-Provided Disposal Site

(January 7, 2013 G&O GSP)

Delete the first paragraph and replace it with the following:

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

2-03.3(10) Selected Material

(May 5, 2016 G&O GSP)

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

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

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

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

2-03.3(12) Overbreak

Delete the last sentence in this Section.

2-03.4 Measurement

(May 5, 2016 G&O GSP)

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

Only one determination of the original ground elevation will be made on this project. Measurement for Excavation, Embankment and Grading, Incl. Haul will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations, which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area

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method or by the finite element analysis method utilizing digital terrain modeling techniques.

Copies of the original survey notes will be made available for the successful bidder's inspection if the Contract is awarded.

No specific unit of measurement shall apply to the lump sum item for Excavation, Embankment and Grading, Incl. Haul.

2-03.5 Payment

(October 25, 2019 G&O GSP)

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

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

"Excavation, Embankment and Grading, Incl. Haul," lump sum.

The lump sum price for "Excavation, Embankment and Grading, Incl. Haul" shall be full pay for all materials, tools, labor, and equipment necessary for excavation to the grade lines shown including, but not limited to, haul, stockpiling, placing, shaping, and grading per Section 2-03, Subgrade Preparation per Section 2-06, Watering per Section 2-07, compacting, testing, loading, hauling to waste and disposing of all excess or unsuitable material, including logs, rocks, cobbles, etc. The lump sum price shall also include all costs required to uniformly grade and clean existing and/or new ditches to drain to existing and/or proposed drainage structures and the earthwork required for construction of driveways.

The lump sum price shall also include all costs required to remove and wastehaul existing asphalt and/or concrete pavement, sidewalks, curbs and gutters located within the "neat lines" shown. All other existing pavement, sidewalks, curb and gutter, storm drainage structures, abandoned utilities, and other such structures intended to be removed for the installation of the proposed improvements shall be paid under the contract item "Removal of Structure and Obstruction."

In the event the Contractor overcuts a street, due to his oversight or error, the structural fill material (as approved by Contracting Agency) and compaction required to bring the roadway section back to subgrade elevation shall be furnished and accomplished at his sole expense, as no additional payment will be due the Contractor for this work.

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Should solid rock be encountered, the excavation, removal and wastehaul will be paid by change order per Section 1-04.4. Boulders or broken rock less than 2 cubic yards in volume will not be classified as solid rock, nor will so called "hard-pan" or cemented gravel, even though it may be advantageous to use explosives in its removal.

2-04 HAUL**2-04.1 Description**

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

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

2-06 SUBGRADE PREPARATION**2-06.3(1) Subgrade for Surfacing**

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

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

2-07 WATERING**2-07.3 Construction Requirements**

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

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

Water for this Project may be obtained from Bellevue Utilities. A hydrant permit will be required to be secured by the Contractor for any necessary water.

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1 Water will be provided at the convenience of the Utility and shall be used
2 sparingly and not wasted. The Utility reserves the right to control the
3 location and use of water based on the Utility's own needs.
4

2-07.5 Payment

6 (May 5, 2016 G&O GSP)
7

8 This Section is supplemented with the following:
9

10 The cost for all water permit(s), and furnishing and placing water shall be
11 included in the lump sum price for "Excavation, Embankment and Grading,
12 Incl. Haul."
13

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

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

19 This Section is supplemented with the following:
20

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

Protecting and Maintaining Utility Service

28
29 The Contractor shall protect and maintain the operational service of existing
30 utility systems in a continuous manner as possible. The Contractor shall
31 have the approval from the Engineer and notification shall be given to the
32 Contracting Agency before any disruptions of service in existing utilities will
33 be allowed. The Contractor shall comply with all the conditions established
34 by the Engineer and the Contracting Agency. The Contractor shall give the
35 utility owner a minimum notice of 48 hours before disrupting any planned
36 service interruption. No planned interruption to an existing system shall be
37 allowed on Fridays, weekends, or holidays, unless specifically agreed to in
38 writing by the Contracting Agency. Where services are to be shut down,
39 affected parties shall be notified in writing by the Contractor (i.e., door
40 hangers) at least 48 hours and not more than 72 hours in advance of the
41 time and period of shut down. The Contractor shall make every effort to
42 keep shut down schedules to periods of anticipated minimum usage and for
43 the least period of time.
44

45 Where the construction crosses or is adjacent to existing utilities, the

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

2-09.3(1)E Backfilling

(February 17, 2009 G&O GSP)

This Section is supplemented with the following:

Where existing and/or proposed ground contours prevent a minimum of 24 inches of cover above "flexible" storm pipe or where utility crossings necessitate, the Contracting Agency may direct the Contractor to install a controlled density fill encasement for the pipe. The encasement shall be constructed in accordance with the Plans and/or as directed in the field by the Contracting Agency. Material for encasement shall be controlled density fill per Section 2-09.3(1)E of the Standard Specifications. The pipe shall be securely held in place until the material has "set." Trenches located within roadways/drives shall be protected with H-20 steel plates, or Contracting Agency-approved equal, while the material sets.

2-09.3(5) Locating Utilities (New Section)

(March 3, 2011 G&O GSP)

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

The Contractor shall provide field exploration through vacuum excavation, potholing or other suitable means to locate more precisely existing underground utilities as to location and depth. The Contractor shall decide on the difficulties to be encountered in constructing the project, and determine therefrom the extent of exploration required to expedite the construction to first prevent damage to those utilities, and secondly to determine if the new construction is to go around, over or under the existing utility. Where underground utilities are found to be in the way of

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1 construction, such condition shall not be deemed to be a changed or differing site
2 condition, and if necessary, minor pipe alignment or grade will be modified at no
3 additional cost to the Contracting Agency. At a minimum, potholing will be required
4 at all utility interties prior to trench excavation for connections and at all major utility
5 crossings, and potential conflicts noted by underground location notification as
6 may be directed by the Engineer. See Contract Plans for additional specific
7 locations.

2-09.4 Measurement

10 (March 3, 2011 G&O GSP)

12 This Section is supplemented with the following:

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

2-09.5 Payment

18 (March 3, 2011 G&O GSP)

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

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

25 "Locate Existing Utilities," per lump sum.

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

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DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

ATTACHMENT 1**3-01 PRODUCTION FROM QUARRY AND PIT SITES****3-01.2 Material Sources, General Requirement****3-01.2(1) Approval of Source**

(August 16, 2012 G&O GSP)

This Section is supplemented with the following:

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

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DIVISION 4

BASES

ATTACHMENT 1**4-02 GRAVEL BASE****4-02.5 Payment**

(March 3, 2011 G&O GSP)

This Section is supplemented with the following:

The unit contract prices for the various types of bases and foundation materials contained in the Proposal shall include all costs for obtaining the material(s), hauling the materials to the site, stockpiling, spreading, grading, compacting, material and compaction testing, and all other incidentals as required for a complete installation.

4-04 BALLAST AND CRUSHED SURFACING**4-04.4 Measurement**

(March 17, 2016 G&O GSP)

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

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

4-04.5 Payment

(March 17, 2016 G&O GSP)

This Section is supplemented with the following:

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

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DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

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5-04 HOT MIX ASPHALT

(March 21, 2018 G&O GSP)

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

5-04.1 Description

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

This work also consists of adjusting castings to grade, furnishing and installing temporary HMA, temporary cold mix per the details in the Contract Plans.

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

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

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of

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any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

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

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

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

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

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

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

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

ESALs

The number of ESALs for the design and acceptance of the HMA shall be less than 0.3 million.

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

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

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

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based

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on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

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

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

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Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

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

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

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

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

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

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

- Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The

ATTACHMENT 1

1 circulating system for the asphalt binder shall be designed to ensure
2 proper and continuous circulation during the operating period. A
3 valve for the purpose of sampling the asphalt binder shall be placed
4 in either the storage tank or in the supply line to the mixer.
5

- 6 2. **Thermometric Equipment** – An armored thermometer, capable of
7 detecting temperature ranges expected in the HMA mix, shall be
8 fixed in the asphalt binder feed line at a location near the charging
9 valve at the mixer unit. The thermometer location shall be convenient
10 and safe for access by Inspectors. The plant shall also be equipped
11 with an approved dial-scale thermometer, a mercury actuated
12 thermometer, an electric pyrometer, or another approved
13 thermometric instrument placed at the discharge chute of the drier to
14 automatically register or indicate the temperature of the heated
15 aggregates. This device shall be in full view of the plant operator.
16

- 17 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder
18 shall not exceed the maximum recommended by the asphalt binder
19 manufacturer nor shall it be below the minimum temperature
20 required to maintain the asphalt binder in a homogeneous state. The
21 asphalt binder shall be heated in a manner that will avoid local
22 variations in heating. The heating method shall provide a continuous
23 supply of asphalt binder to the mixer at a uniform average
24 temperature with no individual variations exceeding 25 degrees F.
25 Also, when a WMA additive is included in the asphalt binder, the
26 temperature of the asphalt binder shall not exceed the maximum
27 recommended by the manufacturer of the WMA additive.
28

- 29 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall
30 be equipped with a mechanical sampler for the sampling of the
31 mineral materials. The mechanical sampler shall meet the
32 requirements of Section 1-05.6 for the crushing and screening
33 operation. The Contractor shall provide for the setup and operation
34 of the field testing facilities of the Contracting Agency as provided for
35 in Section 3-01.2(2).
36

- 37 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by
38 one of the following methods:
39

- 40 a. A mechanical sampling device attached to the HMA plant.
41
42 b. Platforms or devices to enable sampling from the hauling
43 vehicle without entering the hauling vehicle.
44
45

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5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled

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1 automatically from reference lines or by means of a mat referencing device
2 and a slope control device. When the finish of the grade prepared for paving
3 is superior to the established tolerances and when, in the opinion of the
4 Engineer, further improvement to the line, grade, cross-section, and
5 smoothness can best be achieved without the use of the reference line, a
6 mat referencing device may be substituted for the reference line.
7 Substitution of the device will be subject to the continued approval of the
8 Engineer. A joint matcher may be used subject to the approval of the
9 Engineer. The reference line may be removed after the completion of the
10 first course of HMA when approved by the Engineer. Whenever the
11 Engineer determines that any of these methods are failing to provide the
12 necessary vertical control, the reference lines will be reinstalled by the
13 Contractor.

14
15 The Contractor shall furnish and install all pins, brackets, tensioning
16 devices, wire, and accessories necessary for satisfactory operation of the
17 automatic control equipment.

18
19 If the paving machine in use is not providing the required finish, the
20 Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or
21 solvent type liquids spilled on the pavement shall be thoroughly removed
22 before paving proceeds.

23
24 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

25
26 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the
27 Engineer's approval, unless otherwise required by the contract.

28
29 Where an MTD/V is required by the contract, the Engineer may approve
30 paving without an MTD/V, at the request of the Contractor. The Engineer
31 will determine if an equitable adjustment in cost or time is due.

32
33 When used, the MTD/V shall mix the HMA after delivery by the hauling
34 equipment and prior to laydown by the paving machine. Mixing of the HMA
35 shall be sufficient to obtain a uniform temperature throughout the mixture.
36 If a windrow elevator is used, the length of the windrow may be limited in
37 urban areas or through intersections, at the discretion of the Engineer.

38
39 To be approved for use, an MTV:

- 40
41 1. Shall be self-propelled vehicle, separate from the hauling vehicle or
42 paver.
43
44 2. Shall not be connected to the hauling vehicle or paver.
45

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3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

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

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

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1
2 Compaction of preleveling HMA shall be to the satisfaction of the Engineer
3 and may require the use of small steel wheel rollers, plate compactors, or
4 pneumatic rollers to avoid bridging across preleveled areas by the
5 compaction equipment. Equipment used for the compaction of preleveling
6 HMA shall be approved by the Engineer.

7
8 Before construction of HMA on an existing paved surface, the entire surface
9 of the pavement shall be clean. All fatty asphalt patches, grease drippings,
10 and other objectionable matter shall be entirely removed from the existing
11 pavement. All pavements or bituminous surfaces shall be thoroughly
12 cleaned of dust, soil, pavement grindings, and other foreign matter. All holes
13 and small depressions shall be filled with an appropriate class of HMA.
14 The surface of the patched area shall be leveled and compacted thoroughly.
15 Prior to the application of tack coat, or paving, the condition of the surface
16 shall be approved by the Engineer.

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

28
29 Equipment shall not operate on tacked surfaces until the tack has broken
30 and cured. If the Contractor's operation damages the tack coat it shall be
31 repaired prior to placement of the HMA.

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

39
40 **5-04.3(4)A Crack Sealing**

41
42 **5-04.3(4)A1 General**

43
44 When the Proposal includes a pay item for crack sealing, seal all cracks
45 1/4 inch in width and greater.

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Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

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

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

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

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

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

Hot Pressure Fed Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the

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Engineer, the Contractor's method of sealing the cracks with hot pressure fed sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material. Pouring sealant is not an acceptable method.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

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

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

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

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

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

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

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

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

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1
2 Placement of the HMA backfill shall be accomplished in lifts not to exceed
3 0.35-foot compacted depth. Lifts that exceed 0.35 foot of compacted depth
4 may be accomplished with the approval of the Engineer. Each lift shall be
5 thoroughly compacted by a mechanical tamper or a roller.
6

7 **5-04.3(4)D Temporary HMA**
8

9 During the course of construction, it may be necessary to provide improved
10 temporary vehicle and/or pedestrian access within the project limits. Such
11 temporary access shall be provided by temporarily patching trench
12 crossings or other areas with temporary HMA, until such time as the
13 permanent surface restoration is installed. Locations shall include those
14 areas specifically indicated on the Plans, directed by the Engineer or as
15 further specified herein. This material will be furnished, placed, compacted,
16 and removed and wastehauled at various locations throughout the project.
17 The trenches and/or subgrade shall be thoroughly compacted and brought
18 to a smooth grade prior to placing the material. It shall be placed,
19 maintained (daily), and removed and wastehauled by the Contractor.
20 Typical compacted depth will be 4 inches. Temporary HMA shall also be
21 used around castings, after grinding, to provide a transition until final lift of
22 HMA paving is installed.
23

24 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**
25

26 Aggregates and RAP shall be stockpiled according to the requirements of
27 Section 3-02. Sufficient storage space shall be provided for each size of
28 aggregate and RAP. Materials shall be removed from stockpile(s) in a
29 manner to ensure minimal segregation when being moved to the HMA plant
30 for processing into the final mixture. Different aggregate sizes shall be kept
31 separated until they have been delivered to the HMA plant.
32

33 **5-04.3(5)A Vacant**
34

35 **5-04.3(6) Mixing**
36

37 After the required amount of mineral materials, asphalt binder, recycling
38 agent and anti-stripping additives have been introduced into the mixer the
39 HMA shall be mixed until complete and uniform coating of the particles and
40 thorough distribution of the asphalt binder throughout the mineral materials
41 is ensured.
42

43 When discharged, the temperature of the HMA shall not exceed the
44 optimum mixing temperature by more than 25 degrees F as shown on the
45 reference mix design report or as approved by the Engineer. Also, when a

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WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

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

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

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

HMA Class 1"	0.35 feet
HMA Class 3/4" and HMA Class 1/2" wearing course	0.30 feet
other courses	0.35 feet
HMA Class 3/8"	0.15 feet

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1 On areas where irregularities or unavoidable obstacles make the use of
2 mechanical spreading and finishing equipment impractical, the paving may
3 be done with other equipment or by hand.
4

5 When more than one job mix formula (JMF) is being utilized to produce
6 HMA, the material produced for each JMF shall be placed by separate
7 spreading and compacting equipment. The intermingling of HMA produced
8 from more than one JMF is prohibited. Each strip of HMA placed during a
9 work shift shall conform to a single JMF established for the class of HMA
10 specified unless there is a need to make an adjustment in the JMF.
11

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

12
13
14 For HMA accepted by nonstatistical evaluation the aggregate properties of
15 sand equivalent, uncompacted void content and fracture will be evaluated
16 in accordance with Section 3-04. Sampling and testing of aggregates for
17 HMA accepted by commercial evaluation will be at the option of the
18 Engineer.
19

5-04.3(9) HMA Mixture Acceptance

20
21
22 Acceptance of HMA shall be as provided under nonstatistical, or
23 commercial evaluation.
24

25 Nonstatistical evaluation will be used for the acceptance of HMA unless
26 Commercial Evaluation is specified.
27

28 Commercial evaluation will be used for Commercial HMA and for other
29 classes of HMA in the following applications: sidewalks, road approaches,
30 ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and
31 pavement repair. Other nonstructural applications of HMA accepted by
32 commercial evaluation shall be as approved by the Engineer. Sampling and
33 testing of HMA accepted by commercial evaluation will be at the option of
34 the Engineer.
35

36 The mix design will be the initial JMF for the class of HMA. The Contractor
37 may request a change in the JMF. Any adjustments to the JMF will require
38 the approval of the Engineer and may be made in accordance with this
39 section.
40

HMA Tolerances and Adjustments

- 41
42
43 1. **Job Mix Formula Tolerances** – The constituents of the mixture at
44 the time of acceptance shall conform to the following tolerances:
45

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Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points, except the tolerance limits for sieves designated as 100 percent passing will be 99-100.

1. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** – 2 percent for the aggregate passing the 1-1/2", 1", 3/4", 1/2", 3/8", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

The Contractor will furnish the Engineer with a copy of the results of all acceptance testing performed in the field. The Engineer will provide the Composite Pay Factor (CPF) of the completed sublots after three sublots

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1 have been tested. Sublot sample test results (gradation and asphalt binder
2 content) may be challenged by the Contractor.

3
4 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

5
6 A lot is represented by randomly selected samples of the same mix design
7 that will be tested for acceptance. A lot is defined as the total quantity of
8 material or work produced for each JMF placed. Only one lot per JMF is
9 expected. A sublot shall be equal to one day's production or 800 tons,
10 whichever is less except that the final sublot will be a minimum of 400 tons
11 and may be increased to 1,200 tons.

12
13 All of the test results obtained from the acceptance samples from a given
14 lot shall be evaluated collectively. If the Contractor requests a change to the
15 JMF that is approved, the material produced after the change will be
16 evaluated on the basis of the new JMF for the remaining sublots in the
17 current lot and for acceptance of subsequent lots. For a lot in progress with
18 a CPF less than 0.75, a new lot will begin at the Contractor's request after
19 the Engineer is satisfied that material conforming to the Specifications can
20 be produced.

21
22 Sampling and testing for evaluation shall be performed on the frequency of
23 one sample per sublot.

24
25 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

26
27 Samples for acceptance testing shall be obtained by the Contractor when
28 ordered by the Engineer. The Contractor shall sample the HMA mixture in
29 the presence of the Engineer and in accordance with AASHTO T 168. A
30 minimum of three samples should be taken for each class of HMA placed
31 on a project. If used in a structural application, at least one of the three
32 samples shall to be tested.

33
34 Sampling and testing HMA in a Structural application where quantities are
35 less than 400 tons is at the discretion of the Engineer.

36
37 For HMA used in a structural application and with a total project quantity
38 less than 800 tons but more than 400 tons, a minimum of one acceptance
39 test shall be performed. In all cases, a minimum of 3 samples will be
40 obtained at the point of acceptance, a minimum of one of the three samples
41 will be tested for conformance to the JMF:

- 42
43
 - If the test results are found to be within specification requirements,
44 additional testing will be at the Engineer's discretion.

45

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- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of Va will at the option of the Contracting Agency. If tested, compliance of Va will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

The Contractor will furnish the Engineer with a copy of the results of all acceptance testing performed in the field.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1-1/2", 1", 3/4", 1/2", 3/8" and No. 4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

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5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation – Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

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1
2 If a constituent is not measured in accordance with these Specifications,
3 its individual pay factor will be considered 1.00 in calculating the Composite
4 Pay Factor (CPF).

5
6 **5-04.3(10) HMA Compaction Acceptance**

7
8 HMA mixture accepted by nonstatistical evaluation that is used in traffic
9 lanes, including lanes for intersections, ramps, truck climbing, weaving, and
10 speed change, and having a specified compacted course thickness greater
11 than 0.10-foot, shall be compacted to a specified level of relative density.
12 The specified level of relative density shall be a Composite Pay Factor
13 (CPF) of not less than 0.75 when evaluated in accordance with
14 Section 1-06.2, using a minimum of 92 percent of the maximum density.
15 The maximum density shall be determined by WSDOT FOP for AASHTO
16 T 729. The specified level of density attained will be determined by the
17 evaluation of the density of the pavement. The density of the pavement shall
18 be determined in accordance with WSDOT FOP for WAQTC TM 8, except
19 that gauge correlation will be at the discretion of the Engineer, when using
20 the nuclear density gauge and WSDOT SOP 736 when using cores to
21 determine density.

22
23 Tests for the determination of the pavement density will be taken in
24 accordance with the required procedures for measurement by a nuclear
25 density gauge or roadway cores after completion of the finish rolling.
26 If the Contracting Agency uses a nuclear density gauge to determine
27 density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729
28 will be used on the day the mix is placed and prior to opening to traffic.

29
30 Roadway cores for density may be obtained by either the Contracting
31 Agency or the Contractor in accordance with WSDOT SOP 734. The core
32 diameter shall be 4-inches minimum, unless otherwise approved by the
33 Engineer. Roadway cores will be tested by the Contracting Agency in
34 accordance with WSDOT FOP for AASHTO T 166.

35
36 If the Contract includes the Bid item "Roadway Core" the cores shall be
37 obtained by the Contractor in the presence of the Engineer on the same day
38 the mix is placed and at locations designated by the Engineer. If the
39 Contract does not include the Bid item "Roadway Core" the Contracting
40 Agency will obtain the cores.

41
42 For a lot in progress with a CPF less than 0.75, a new lot will begin at the
43 Contractor's request after the Engineer is satisfied that material conforming
44 to the Specifications can be produced.
45

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1 A lot is represented by randomly selected samples of the same mix design
2 that will be tested for acceptance. A lot is defined as the total quantity of
3 material or work produced for each Job Mix Formula placed. Only one lot
4 per JMF is expected. A subplot shall be equal to one day's production or 400
5 tons, whichever is less except that the final subplot will be a minimum of 200
6 tons and may be increased to 800 tons. Testing for compaction will be at
7 the rate of 5 tests per subplot per WSDOT T 738.

8
9 HMA mixture accepted by commercial evaluation and HMA constructed
10 under conditions other than those listed above shall be compacted on the
11 basis of a test point evaluation of the compaction train. The test point
12 evaluation shall be performed in accordance with instructions from the
13 Engineer. The number of passes with an approved compaction train,
14 required to attain the maximum test point density, shall be used on all
15 subsequent paving.

16
17 HMA for preleveling shall be thoroughly compacted. HMA that is used for
18 preleveling wheel rutting shall be compacted with a pneumatic tire roller
19 unless otherwise approved by the Engineer.

20 21 **Test Results**

22
23 For a subplot that has been tested with a nuclear density gauge that did not
24 meet the minimum of 92 percent of the reference maximum density in a
25 compaction lot with a CPF below 1.00 and thus subject to a price reduction
26 or rejection, the Contractor may request that a core be used for
27 determination of the relative density of the subplot. The relative density of the
28 core will replace the relative density determined by the nuclear density
29 gauge for the subplot and will be used for calculation of the CPF and
30 acceptance of HMA compaction lot.

31
32 When cores are taken by the Contracting Agency at the request of the
33 Contractor, they shall be requested by noon of the next workday after the
34 test results for the subplot have been provided or made available to the
35 Contractor. Core locations shall be outside of wheel paths and as
36 determined by the Engineer. Traffic control shall be provided by the
37 Contractor as requested by the Engineer. Failure by the Contractor to
38 provide the requested traffic control will result in forfeiture of the request for
39 cores. When the CPF for the lot based on the results of the HMA cores is
40 less than 1.00, the cost for the coring will be deducted from any monies due
41 or that may become due the Contractor under the Contract at the rate of
42 \$200 per core and the Contractor shall pay for the cost of the traffic control.

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5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175 degrees F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant**5-04.3(10)D HMA Nonstatistical Compaction****5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance, with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots. Sublots will be uniform in size with a maximum subplot size based on original Plan quantity tons of HMA as specified in the table below. The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the

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1 Engineer is satisfied that material conforming to the Specifications can be
 2 produced.
 3

HMA Original Plan Quantity (tons)	Sublot Size (tons)
<20,000	100
20,000 to 30,000	150
>30,000	200

4
 5 HMA mixture accepted by commercial evaluation and HMA constructed
 6 under conditions other than those listed above shall be compacted on the
 7 basis of a test point evaluation of the compaction train. The test point
 8 evaluation shall be performed in accordance with instructions from the
 9 Engineer. The number of passes with an approved compaction train,
 10 required to attain the maximum test point density, shall be used on all
 11 subsequent paving.
 12

13 HMA for preleveling shall be thoroughly compacted. HMA that is used to
 14 prelevel wheel ruts shall be compacted with a pneumatic tire roller unless
 15 otherwise approved by the Engineer.
 16

17 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation –**
 18 **Acceptance Testing**
 19

20 The location of the HMA compaction acceptance tests will be randomly
 21 selected by the Engineer from within each sublot, with one test per sublot.
 22

23 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**
 24

25 For each compaction lot with one or two sublots, having all sublots attain a
 26 relative density that is 92 percent of the reference maximum density the
 27 HMA shall be accepted at the unit Contract price with no further evaluation.
 28 When a sublot does not attain a relative density that is 92 percent of the
 29 reference maximum density, the lot shall be evaluated in accordance with
 30 Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall
 31 be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used
 32 to offset lots with CPF values below 1.00 but greater than 0.90. Lots with
 33 CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11).
 34 Additional testing by either a nuclear moisture-density gauge or cores will
 35 be completed as required to provide a minimum of three tests for evaluation.
 36

37 For compaction below the required 92% a Non-Conforming Compaction
 38 Factor (NCCF) will be determined. The NCCF equals the algebraic
 39 difference of CPF minus 1.00 multiplied by 40 percent. The Compaction
 40 Price Adjustment will be calculated as the product of CPF, the quantity of

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1 HMA in the compaction control lot in tons, and the unit Contract price per
2 ton of mix.

3
4 **5-04.3(11) Reject Work**

5
6 **5-04.3(11)A Reject Work General**

7
8 Work that is defective or does not conform to Contract requirements shall
9 be rejected. The Contractor may propose, in writing, alternatives to removal
10 and replacement of rejected material. Acceptability of such alternative
11 proposals will be determined at the sole discretion of the Engineer. HMA
12 that has been rejected is subject to the requirements in Section 1-06.2(2)
13 and this specification, and the Contractor shall submit a corrective action
14 proposal to the Engineer for approval.

15
16 **5-04.3(11)B Rejection by Contractor**

17
18 The Contractor may, prior to sampling, elect to remove any defective
19 material and replace it with new material. Any such new material will be
20 sampled, tested, and evaluated for acceptance.

21
22 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

23
24 The Engineer may, without sampling, reject any batch, load, or section of
25 Roadway that appears defective. Material rejected before placement shall
26 not be incorporated into the pavement. Any rejected section of Roadway
27 shall be removed.

28
29 No payment will be made for the rejected materials or the removal of the
30 materials unless the Contractor requests that the rejected material be
31 tested. If the Contractor elects to have the rejected material tested, a
32 minimum of three representative samples will be obtained and tested.
33 Acceptance of rejected material will be based on conformance with the
34 nonstatistical acceptance Specification. If the CPF for the rejected material
35 is less than 0.75, no payment will be made for the rejected material; in
36 addition, the cost of sampling and testing shall be borne by the Contractor.
37 If the CPF is greater than or equal to 0.75, the cost of sampling and testing
38 will be borne by the Contracting Agency. If the material is rejected before
39 placement and the CPF is greater than or equal to 0.75, compensation for
40 the rejected material will be at a CPF of 0.75. If rejection occurs after
41 placement and the CPF is greater than or equal to 0.75, compensation for
42 the rejected material will be at the calculated CPF with an addition
43 of 25 percent of the unit Contract price added for the cost of removal and
44 disposal.
45

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5-04.3(11)D Rejection – A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be non-statistically evaluated as an independent lot in accordance with Section 5-04.3(9)C4.

5-04.3(11)E Rejection – An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 5-04.3(9)C4.

5-04.3(11)F Rejection – A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action; or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action; or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

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5-04.3(12) Joints**5-04.3(12)A HMA Joints****5-04.3(12)A1 Transverse Joints**

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals**5-04.3(12)B1 HMA Sawcut and Seal**

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends,

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and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified on the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline:

The completed surface of the wearing course of all other sections of Roadway shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine; or

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2. Removal and replacement of the wearing course of HMA; or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

All utility castings and monuments within the existing and/or new pavement area shall be referenced by the Contractor prior to any pavement removal or planing. The Contractor shall keep a record of such references, and submit a copy to the Contracting Agency.

Existing structures and new structures shall be adjusted to the finished grade as shown on the Plans and as further specified herein. Existing boxes, rings, grates, covers, and lids shall be reset in a careful and workmanlike manner to conform to the required grades.

The new and existing utility castings and monuments shall be adjusted to grade in the following manner:

As soon as the street has been paved past each structure or casting, the asphalt concrete mat shall be scored around the location of the structure or casting. After rolling has been completed and the mat has cooled, it shall be cut along the scored lines. The structure or casting shall then be raised to finished pavement grade and the annular spaces filled as indicated on the Plans. The Contractor shall install the pavement to give a smooth finished appearance. All covers, lids, frames, and grates shall be thoroughly cleaned.

After pavement is in place, all new pavement joints shall be sealed with a 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to the surface of the hot asphalt sealer immediately after the placement of the sealer to help alleviate the tracking of the asphalt. The sealer shall meet the requirements of Section 9-04.2(1) of the Standard Specifications.

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5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA. Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

Gutter panels, curbs, or utility structures damaged as a result of planing operations shall be replaced by the Contractor at their own expense. No

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additional monies will be due the Contractor for damage to curbs, gutters, or utility structures, all costs of which shall be borne by the Contractor.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic**5-04.3(14)B1 General**

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

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- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

4. Roadways Open to Traffic

When the roadway being paved is open to traffic, the following requirements shall apply:

The Contractor shall keep roadways open to traffic at all times except where paving is in progress. During such time, and provided that there has been an advance warning to the public, only that specified section of road being paved may be closed for the minimum time required to place and compact the HMA. Adjacent travel lanes and shoulder shall be left open for traffic during these times. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

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Before temporarily closing a portion of the road, advance-warning signs shall be placed and signs shall also be placed clearly alerting the driver of temporary lane closures.

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

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

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially blocked or when allowed to be totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary

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pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around

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energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

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j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

- a. When to start applying tack and coordinating with paving.
- b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the

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Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Temporary HMA will be measured by the ton in accordance with Section 1-09.2 with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, or any other component of the HMA.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“Commercial HMA,” per ton.

The unit contract price per ton for “Commercial HMA” shall include the cost for all labor, materials, equipment and tools for furnishing, placing, compacting and constructing asphalt pavement including mix design, anti-strip determination, mix design verification, preparation of untreated roadway, removing plastic traffic marking, removing RPMs, removing permanent striping, anti-stripping additive, soil residual herbicide, asphalt for tack coat, HMA pavement, HMA for preleveling, HMA transition sections, HMA ramps, HMA driveways/approaches, HMA wedge curb, spreading and finishing, water, compaction, sealing all cold joints with asphalt sealant (and sand blanket to alleviate tracking), temporary pavement markings, removal of temporary pavement markings, material and compaction testing, and all other incidentals necessary for a complete paving system to the lines, cross section and grades in accordance with the Plans. It shall also include the cost of adjusting all existing and new Contracting Agency owned castings including, but not limited to, manholes, catch basins, junction boxes, monuments, and valve boxes to grade unless a specific bid item has been listed in the proposal for this work.

The unit contract price per ton for “Commercial HMA” shall be full compensation for all costs incurred to carry out the requirements of Section 5-04 except for those costs which are included in other items which are included in this Subsection and which are included in the Proposal.

“Temporary HMA,” per ton.

The unit contract price per ton for “Temporary HMA” shall be full pay to furnish, install, maintain, remove, and waste haul the temporary asphalt.

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DIVISION 7

**DRAINAGE STRUCTURES, STORM SEWERS, SANITARY
SEWERS, WATER MAINS, AND CONDUITS**

ATTACHMENT 1**7-04 STORM SEWERS****7-04.1 Description**

(*****)

This work will also include replacing and adjusting to grade, existing storm drain catch basin rings and covers in accordance with the plans and details. The Contractor shall wastehaul the old rings and covers.

7-04.2 Materials

(January 4, 2010 G&O GSP)

Delete the sixth paragraph under this Section and replace it with the following:

The Contractor shall provide the diameter and type of pipe specified on the Plans.

7-04.3(1)A General

(January 20, 2009 G&O GSP)

This Section is supplemented with the following:

All lines shall be flushed clean of all debris prior to acceptance. The debris shall be intercepted and collected at the nearest downstream point of access. The material shall then be loaded and wastehauled to a Contracting Agency approved dumpsite.

All storm sewer lines shall be inspected with a television camera prior to final acceptance.

7-04.4 Measurement

Measurement of "Remove and Replace Catch Basin Rings and Covers" will be per each ring and cover replaced and adjusted to grade.

7-04.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs under this section and replace with the following:

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

"____ Storm Sewer Pipe, ____ In. Diam. (Incl. Bedding)," per linear foot.

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The unit contract price per linear foot of “_____ Storm Sewer Pipe, _____ In. Diam. (Incl. Bedding)” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, excavation, pipe bedding, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, bypass pumping and maintaining storm sewer flows, connections to existing and new systems, flushing and cleaning, material and compaction testing of suitable native backfill, televised pipe inspection low pressure air testing.

The unit contract price per each for “Remove and Replace Catch Basin Rings and Covers” shall include all costs to replace existing rings and covers and adjust to the finished grade including, but not limited to, sawcutting, wastehaul, furnishing and installing adjustment rings and blocks, concrete collar, and HMA patch. The cost for temporary or other adjustment not to final grade shall be considered incidental to the Project and as such merged into the items bid. The cost for replacing and adjusting existing rings and covers with new rings and covers on existing structures (where noted on the Plans) including but not limited to installing all materials, labor, and equipment, removal, salvage, and/or wastehaul of existing rings and covers, etc., as referenced on the Plans and specified herein, shall be included in the unit contract price per each for “Remove and Replace Catch Basin Rings and Covers.”

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**7-05.3 Construction Requirements**

(January 20, 2009 G&O GSP)

This Section is supplemented with the following:

The Contractor shall construct all manholes and catch basins from precast concrete bases and risers. Cast-in-place concrete bases shall only be used for “straddle” of existing systems and shall be watertight.

In areas of new and existing pavement, the grate rim elevation shall be set to promote drainage flow. In unimproved areas, the rim elevations shall be set 2 inches above finished grade unless otherwise shown on the Plans.

Dewatering shall be per Section 7-08.3(1).

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7-05.3(3) Connections to Existing Manholes

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The locations, type and size of the existing structures and lines have been determined from available records, and are approximate; however, it is anticipated that connections to these existing facilities may be made, in general, as shown on the Plans.

It shall be the responsibility of the Contractor to determine the exact location and ascertain the type and size of the existing facilities prior to starting work on each connection, and to provide any minor alterations, as required, at no additional cost to the Contracting Agency.

Where piping is to be connected to existing structures, the opening(s) shall be core-drilled in the structure. The use of jackhammers and/or sledgehammers to knock out the hole shall not be allowed.

7-05.5 Payment

(January 7, 2013 G&O GSP)

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

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

“Catch Basin, Type 1,” per each.

“Catch Basin, Type 1 Combination Inlet,” per each.

“Catch Basin, Type 2, ____ In. Diam.,” per each.

The unit contract price per each for “Catch Basin, Type 1,” “Catch Basin, Type 1 Combination Inlet,” and “Catch Basin, Type 2, ____ In. Diam.” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, lids, frames and grates, slip resistant lids where indicated on the Plans, structure excavation, foundation gravel, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable excavated material, pipe connection, dewatering, bypass pumping and maintaining stormwater flows, adjusting to finished grade, and material and compaction testing of suitable native backfill.

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1 "Adjust Catch Basin," per each.

2

3 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

4

5 **7-08.2 Materials**

6 (January 4, 2010 G&O GSP)

7

8 This Section is supplemented with the following:

9

10 The pipe used on this project shall be the type and size specified on the
11 Plans.

12

13 Bank run gravel for trench backfill shall meet the requirements of
14 Section 9-03.19.

15

16 **7-08.3(1)A Trenches**

17 (November 24, 2010 G&O GSP)

18

19 Delete the first three paragraphs under this Section and replace them with the
20 following:

21

22 The length of trench excavation in advance of pipe laying shall be kept to a
23 maximum of 100 feet. Excavation shall either be closed up at the end of
24 the day or protected per Section 1.07.23(1).

25

26 The Contractor shall limit his excavation to the limits of the maximum
27 payment width and depth shown on the Plans. If the Contractor purposely
28 or neglectfully excavates trenches to a width or depth beyond the neat line
29 payment limit of the trench as shown on the Plans, the expenses associated
30 with any additional trenching, wastehaul, trench backfill, compaction and
31 testing, and surface restoration as a result of excavating beyond the neat
32 line payment limits shall be borne by the Contractor.

33

34 It is not anticipated that solid rock will be encountered. Should such material
35 be encountered, the excavation, removal and wastehaul will be paid for by
36 change order per Section 1-04.4. Boulders or broken rock less than 2 cubic
37 yards in volume, shall not be classified as rock, nor will so-called "hard-pan"
38 or cemented gravel, even though it may be advantageous to use special
39 equipment in its removal.

40

41 Trench excavation shall also include wastehauling all excess and/or
42 unsuitable material encountered, including but not limited to, abandoned
43 pipelines, concrete, asphalt, tree stumps, trees, logs, abandoned rail ties,
44 piling, and riprap.

45

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1 The Contractor shall furnish all equipment necessary to dewater the
2 excavation. Before operations begin, the Contractor shall have sufficient
3 pumping equipment and/or other machinery available on site to assure that
4 the operation of any dewatering system can be maintained.

5
6 The Contractor shall dispose of the water in such a manner as not to cause
7 a nuisance or menace to the public, and comply with all codes, regulations,
8 and ordinances of applicable governing authorities with regard to drilling,
9 dewatering, and erosion control.

10
11 The release of groundwater to its static level shall be performed in such a
12 manner as to maintain the undisturbed state of the natural foundation soil,
13 prevent disturbance of backfill and prevent movement of structures and
14 pipelines.

15
16 The dewatering system shall be installed and operated by the Contractor so
17 that the groundwater level outside the excavation is not reduced to the
18 extent that would damage or endanger adjacent structures or property.
19 Should settlement of the surrounding area and/or structures be observed,
20 the Contractor shall cease dewatering operations and implement
21 contingency plans. The cost of repairing any damage to adjacent
22 structures, underground facilities or utilities and satisfactory restoration of
23 above ground facilities to include fences, paving, concrete, etc., shall be the
24 responsibility of the Contractor.

25
26 The Contractor shall be required to comply with all conditions and
27 requirements mandated by the Department of Ecology for the construction,
28 operation, and decommissioning of dewatering facilities.

29
30 The Contractor shall obtain approved grading and filling permits for all spoils
31 material sites, from the Contracting Agency, County, or both as required.
32 These permits shall be secured and paid for by the Contractor.

33
34 **7-08.3(2)B Pipe Laying – General**
35 (January 4, 2010 G&O GSP)

36
37 This Section is supplemented with the following:

38
39 All pipe shall be unloaded from delivery vehicles with mechanical
40 equipment. Dropping of pipe onto the ground or mats will not be permitted.
41 All pipe and fittings shall be carefully lowered into the trench in such a way
42 as to prevent damage to pipe materials and protective coatings and linings.
43 Under no circumstances shall materials be dropped or dumped into the
44 trench.
45

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1 All pipe shall be laid in straight lines and at uniform rate for grade between
2 structures. Variation in the invert elevation between adjoining ends of pipe
3 due to non-concentricity of joining surface and pipe interior surfaces shall
4 not exceed 1/64 inch per inch of pipe diameter, or 1/2-inch maximum.

5
6 Every precaution shall be taken to prevent foreign material from entering
7 the pipe while it is being laid. After placing a length of pipe in the trench,
8 the spigot end shall be centered in the bell and pipe forced home and
9 brought to correct line and grade. The pipe shall be secured in place with
10 pipe bedding tamped under it. Precaution shall be taken to prevent dirt from
11 entering the joint space. At times when pipe laying is not in progress, the
12 open ends of pipe shall be closed by a watertight plug or other means
13 approved by the Contracting Agency. If water is in the trench when work
14 resumes, the seal shall remain in place until the trench is dewatered as
15 specified for groundwater control. Tee branches shall be blocked and
16 sealed with the same joint and pipe material as used for pipes.

17
18 Care shall be taken to properly align, clean and lubricate the spigot and
19 socket area of the pipes before joining. The pipe spigot shall be forced into
20 the socket until the reference mark on the spigot is flush with the bell end.

21
22 All connections to existing pipe of differing materials shall be made with
23 adapters which are specifically manufactured for this purpose. If the band
24 type adapters are used, then only stainless steel bands will be allowed.

25
26 The Contractor shall obtain approved grading and filling permits for all spoils
27 material sites, from the Contracting Agency, County, or both as required.
28 These permits shall be secured and paid for by the Contractor.

29
30 **7-08.3(3) Backfilling**

31 (January 4, 2010 G&O GSP)

32
33 Delete the second paragraph under this Section and replace with the following:

34
35 Pipe zone backfill shall be gravel backfill for pipe zone bedding conforming
36 to the requirements of Section 9-03.12(3).

37
38 This Section is supplemented with the following:

39
40 It is the intent of these Specifications to utilize suitable excavated material
41 for trench backfill where available. The Contractor shall provide evidence
42 from a testing laboratory that any native material deemed suitable by the
43 Contractor meets the intent of these Specifications and can be compacted
44 to minimum requirements. Excavated material suitable for trench backfill
45 shall conform to the requirements of Section 9-03.15. However, the

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1 presence and location of suitable material is not guaranteed and will be as
2 discovered in the field. Import material will be required and shall be utilized
3 when necessary, and as called out on the Plans and further preapproved
4 by the Contracting Agency.

7-08.4 Measurement

7 (January 7, 2013 G&O GSP)

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

11 Measurement for Removal of Unsuitable Material (Trench) will be per cubic
12 yard of material removed below the foundation depth as shown on the
13 Plans.

15 Measurement of Bank Run Gravel for Trench Backfill will be per ton. The
16 measurement shall be calculated in accordance with the trench detail
17 shown on the Plans and using a conversion factor for cubic yards to tons of
18 1.8 tons/cy or based on proctor test results as part of the material and
19 compaction testing requirements. The Contractor shall provide the
20 Contracting Agency with truckload tickets at the end of each day to be used
21 to support the calculated quantities.

23 No specific unit of measurement will apply to the lump sum item Trench
24 Excavation Safety System.

7-08.5 Payment

27 (January 7, 2013 G&O GSP)

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

31 Payment will be made in accordance with Section 1-04.1, for each of the
32 following bid items that are included in the Proposal:

34 "Removal of Unsuitable Material (Trench)," per cubic yard.

36 The unit contract price per cubic yard for "Removal of Unsuitable Material
37 (Trench)" shall constitute full compensation for all labor, materials, tools,
38 equipment, transportation, supplies, and incidentals required to complete all
39 work to remove unsuitable material below the trench bottom to include, but
40 not limited to, excavation, removal and wastehaul of unsuitable excavated
41 material and dewatering.

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1 “Trench Excavation Safety Systems,” lump sum.

2
3 The lump sum contract price for “Trench Excavation Safety Systems” shall
4 include all costs of furnishing, installing, maintaining, and removing those
5 items necessary to provide adequate safety systems for trench excavation,
6 as specified in Section 2 09.3(4). This item shall be paid proportionate to
7 the satisfactory installation of all facilities that require trench excavation
8 safety systems including pipeline, conduits, walls, embankments, and
9 structures as noted in the Proposal, or otherwise required for the
10 performance of this work.

11
12 “Bank Run Gravel for Trench Backfill,” per ton.

13
14 The unit contract price per ton for “Bank Run Gravel for Trench Backfill”
15 shall constitute full compensation for all labor, materials, tools, equipment,
16 transportation, supplies, and incidentals required to complete all work to
17 furnish and install the imported trench backfill to include, but not limited to,
18 backfilling trenches, placing, shaping, compacting, wastehaul and disposal
19 of excess native material, and material and compaction testing of the bank
20 run gravel backfill material.

21
22 All costs associated with furnishing and installing pipe bedding for culverts,
23 storm sewer, and sanitary sewer piping systems shall be included into the
24 unit contract price for the type and size of pipe installed.

25
26 All costs to providing dewatering as required shall be included into the unit
27 contract price for the type and size of pipe installed.

28
29 All costs of providing bypass pumping as required shall be included into the
30 unit contract price for the type and size of pipe installed.

31
32 All costs associated with excavation, stockpiling, backfilling, compacting,
33 and wastehauling of excavated native material shall be included in the unit
34 contract price for the type and size of pipe installed.

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DIVISION 8
MISCELLANEOUS CONSTRUCTION

ATTACHMENT 1

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**8-01.3 Construction Requirements**

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

The Contractor shall take all necessary precautions and utilize the Department of Ecology's (ECY) Best Management Practices to prevent sediment and fugitive dust from construction activities from entering into storm water systems, natural waterways, or environmentally sensitive areas and from otherwise being carried away from the construction area by stormwater or air.

Temporary erosion protection shall be furnished, installed, and maintained for the duration of this Project to protect environmentally sensitive areas, sloped surfaces, adjacent areas and/or water bodies or conveyance systems. Temporary erosion protection may include the use of straw, jute matting, wattles, heavy plastic sheeting, or other forms of ground cover on areas disturbed by construction. Sloped surfaces shall be restored and protected in such a manner that surface runoff does not erode the embankments, slopes, or ground surfaces, nor create surface channels, or ruts.

Any damage caused by the Contractor's failure to keep the erosion materials maintained shall be borne by the Contractor alone.

The Contractor shall prepare and submit a Temporary Erosion and Sedimentation Control (TESC) Plan.

8-01.3(1)A Submittals

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

The Contractor shall be required to prepare, maintain, and update the TESC plan, as may be required during the course of the Project. The TESC plan and details included are provided solely for the establishment of basic erosion control measures and are not intended to be a complete plan.

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8-01.3(9)D Inlet Protection

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

All catch basins grates within the project limits and adjacent areas shall have inlet protection installed to prevent sedimentation from entering the storm system. The inlet protection shall be routinely cleaned of sediment to prevent plugging. This sediment shall be regularly removed, loaded, and hauled to waste whenever it presents a potential surface accumulation problem or concern to the Contracting Agency.

8-01.4 Measurement

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

No specific unit of measure will apply to erosion control and water pollution prevention.

8-01.5 Payment

(May 4, 2020 G&O GSP)

Supplement this Section with the following:

Payments will be made in accordance with Section 1-04.1 for the following Bid Item(s):

“Erosion Control and Water Pollution Prevention”

The lump sum contract price for “Erosion Control and Water Pollution Prevention” shall include all costs for preparing a TESC plan and all temporary erosion control and water pollution prevention as stated herein and as further indicated on the Plans that is not otherwise paid under separate contract items in the Proposal, including furnishing, installing, maintaining, and removing of erosion/water pollution prevention devices.

ATTACHMENT 1**8-02 ROADSIDE RESTORATION****8-02.2 Materials**

(May 4, 2020 G&O GSP)

This Section shall be supplemented with the following:

Sod of the following composition shall be installed on all areas requiring sod within the project:

Mixture:	60% Perennial Turf Type Ryegrass 20% Hybrid Kentucky Bluegrass 20% Fescue
Ryegrass:	60% by weight TARA Perennial Ryegrass DANDY Perennial Ryegrass SHERWOOD Perennial Ryegrass
Fescue:	20% by weight SPARTAN Hard Fescue

Sod shall:

- Contain no more than 1 percent other grasses, none of which is coarse or of undesirable variety.
- Be free of weeds, pests, and diseases.
- Contain no more than 1 percent Poa Anna (annual bluegrass).
- Be not less than 10 months old and no more than 14 months old; healthy and with a dense, vigorous, well-developed root structure.
- Be grown on fumigated soil with intensive care and cultivation under rigid quality control.
- Be cut from fields no more than 24 hours before delivery to jobsite.

Bark mulch for planting strip areas and surface restoration adjacent to sidewalks shall conform to Section 9-14.4(3).

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8-02.3(3)B Chemical Pesticides

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

No chemical herbicides will be allowed in planting areas.

8-02.3(4) Topsoil

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

Cultivate 4 inches of imported topsoil, Type A into the existing subgrades to a minimum transition depth of 6 inches in areas to be seeded with topsoil, in sod areas, in planting strip areas and in fill slopes to be planted, as shown on the Plans.

8-02.3(4)A Topsoil Type A

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

Imported Topsoil, Type A, shall be a mixture of 33.3 percent compost by volume, 33.3 percent loam by volume and 33.3 percent sandy loam by volume as defined by USDA soil texture triangle, screened through a 3/8-inch screen or approved equal. Compost shall be made from ground yard waste that has first been screened through a 5/8-inch trammel screen. The composting process shall include five 3-day periods during which the compost temperature is 131 to 165 degrees Fahrenheit. The total composting time period shall be a minimum of 4 months. Topsoil shall be weed free.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

Seeding, Sod and Planter Strip Areas: Finished grades of planting and seeding areas shall allow for soil preparation and mulch. Finished grades shall be as follows:

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Seeding and Sod Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

Perform all excavation and backfill necessary to provide finish grade of landscape areas as indicated and specified. Remove from site excess and unsuitable material. Landscape areas shall be graded to lines, grades, and cross sections indicated. Grades shall meet the following:

1. Maximum 2:1 slope, unless otherwise indicated.
2. Smooth and round off surfaces at abrupt grade changes.
3. Feather grades to meet existing gradually. Rake planting areas smooth and remove surface rocks over 2-inches diameter.
4. Provide minimum 2 percent crown or slope in all landscape areas. The Contractor is responsible for any adverse drainage conditions that may affect plant growth, unless he contacts the Project Engineer immediately indicating any possible problem.

Finish grades shall be inspected and accepted by the Contracting Agency prior to commencing planting or seeding work.

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

Final Acceptance

Final acceptance by the Contracting Agency for soil preparation will be contingent on the approval of all inspections, and that the soil preparation is consistent with these specifications and with the Plans.

8-02.3(10)C Lawn Establishment

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

Prior to laying sod, the initial application of the 10-20-20 fertilizer shall be spread and raked into the topsoil. When grass reaches 2 inches in height and before mowing, apply the second application of 10-20-20.

Sod shall be placed in accordance with standard horticultural practices. Dry soil shall be moistened by sprinkling. All butt joints shall be staggered. On sloped areas, the sod shall be laid with the long dimension parallel to the

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1 toe or top of slope. After placing, the sod shall be rolled and heavily watered
2 by sprinkler.
3

4 The Contractor shall be responsible for watering and fertilizing the sod until
5 physical completion of the Project. Watering shall be scheduled to prevent
6 drying of joints between sod strips. Four weeks after the first mowing, 6-2-
7 4 fertilizer shall be applied and reapplied at 6-week intervals.
8

9 **Inspection and Substantial Completion**

10
11 After completion of all sodding and seeding, including the post-planting
12 fertilization which follows the first mowing, the Contracting Agency will
13 review the sodded or seeded areas for adequacy. Areas not fully
14 established (sod) or germinated (seeded) with a uniform stand of grass, or
15 areas damaged through any cause prior to this inspection shall be
16 resodded/reseeded, by the Contractor as herein specified and at the
17 Contractor's sole expense as no additional monies will be due the
18 Contractor. "Uniform stand of grass" shall signify complete cover of lush,
19 thriving, green grass with no bare spots.
20

21 **Reseeding**

22
23 Reseed and fertilize with 6-2-4 at a rate of 400 pounds (30 pounds) per
24 1,000 square foot, all areas failing to show a uniform stand of grass after
25 germination of seed, or damage through any cause before physical
26 completion of the Project.
27

28 **8-02.3(13) Plant Establishment**
29 (January 7, 2013 G&O GSP)
30

31 This Section is supplemented with the following:

32
33 All references to "first-year plant establishment" in this Section shall read
34 "plant establishment."
35

36 The second paragraph of this Section is replaced with the following:
37

38 If directed by the Engineer, the Contractor shall submit a plant
39 establishment plan for approval by the Engineer. The plant establishment
40 period shall extend from notification of acceptance of initial planting through
41 physical completion of the Project.
42

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8-02.4 Measurement

(May 4, 2020 G&O GSP)

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

Topsoil will be measured by the cubic yard to the nearest 0.5 cubic yard in the haul conveyance or container at the point of delivery. The Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

Bark or Wood Chip Mulch will be measured by the cubic yard in the haul conveyance or container at the point of delivery. The Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

Sod Installation will be measured by the square yard, along the ground slope.

8-02.5 Payment

(May 4, 2020 G&O GSP)

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

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

“Topsoil, Type __”, per cubic yard.

The unit contract price per cubic yard for “Topsoil, Type __” shall be full pay for all costs necessary for providing the source of material for topsoil Type __, for pre-excavation weed control, excavating, loading, hauling, intermediate windrowing, stockpiling, weed control on stockpiles or windrows, and removal, furnishing, placing, cultivating, spreading, processing, and compacting the topsoil.

“Bark or Wood Chip Mulch”, per cubic yard.

The unit contract price per cubic yard for “Bark or Wood Chip Mulch” shall be full pay for all costs necessary to furnish and install the bark mulch.

“Sod Installation,” per square yard.

The unit contract price per square yard for “Sod Installation” shall be full pay for all costs necessary to prepare the area, furnish and plant sod, erect

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1 barriers, control weeds, and establish lawn areas, complete the Work as
2 specified, fertilize, mow, water , resod as needed.

3

4 **8-04 CURB, GUTTERS, AND SPILLWAYS**

5

6 **8-04.3 Construction Requirements**

7 (November 21, 2009 G&O GSP)

8

9 This Section is supplemented with the following:

10

11 Any curb and gutter damaged, defaced, cracked, chipped, or determined to
12 be of poor workmanship, in the opinion of the Contracting Agency, shall be
13 removed, wastehailed and replaced by the Contractor, at the Contractor's
14 expense. Sacking and grinding shall not be considered an acceptable
15 means for repairing unacceptable sections. The Contractor shall further
16 provide verbal and written notice (door hanger) to property owners
17 identifying restricted use of their driveways, sidewalks, etc. This notice must
18 be provided twice: at 1 week prior and again 1 day prior to the work being
19 performed.

20

21 **8-04.5 Payment**

22 (January 7, 2013 G&O GSP)

23

24 This Section is supplemented with the following:

25

26 The unit contract price per linear foot for "Cement Concrete Traffic Curb and
27 Gutter," "Cement Concrete Traffic Curb," shall include all costs associated
28 with furnishing labor, material, tools, and equipment for the complete
29 installation of these items including, but not limited to, forming, placing,
30 block-outs, lowering curbs for sidewalk ramps and driveways, reinforcing
31 steel, joint filler, curing, temporary barricades, end-sections, painting,
32 material testing and any other items as shown on the plans and as required
33 in the field for a complete installation. It shall also include protecting all curb
34 and gutters from vandalism and other damage until accepted by the
35 Contracting Agency.

36

37 **8-09 RAISED PAVEMENT MARKERS**

38

39 **8-09.3 Construction Requirements**

40 (June 16, 2006 G&O GSP)

41

42 This Section is supplemented with the following:

43

44 One Blue Raised Pavement Marker, Type 2 shall be placed in-line with the
45 lane line that is closest to the hydrant perpendicular to the centerline of the

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1 roadway in front of each fire hydrant. On a two-lane roadway, the marker
2 shall be offset from the centerline 4 inches toward the hydrant location.
3

4 **8-09.4 Measurement**

5 (November 21, 2009 G&O GSP)
6

7 This Section is supplemented with the following:
8

9 No specific unit of measure will apply to raised pavement markers.
10

11 **8-09.5 Payment**

12 (June 16, 2006 G&O GSP)
13

14 This Section is supplemented with the following:
15

16 All costs for raised pavement markers as indicated in the Plans and as may
17 be additionally necessary to construct the Project shall be included in the
18 unit contract and lump sum prices as listed in the Proposal. No additional
19 or separate payment will be made for raised pavement markers.
20

21 **8-14 CEMENT CONCRETE SIDEWALKS**
22

23 **8-14.3 Construction Requirements**

24 (November 21, 2009 G&O GSP)
25

26 This Section is supplemented with the following:
27

28 Any sidewalk damaged, defaced, cracked, chipped, or determined to be of
29 poor workmanship, in the opinion of the Contracting Agency, shall be
30 removed, wastehailed, and replaced by the Contractor at the Contractor's
31 expense. Damaged sidewalk shall be removed at a construction or
32 expansion joint; sawcutting will not be allowed. Sacking, grinding, or spot
33 repaired shall not be considered an acceptable means for repairing
34 unacceptable sections. The Contractor shall further provide verbal and
35 written notice (door hanger) to property owners abutting the Project
36 identifying restricted use of these facilities, etc. This notice must be
37 provided 1 week prior and again 1 day prior to the work being performed.
38

39 **8-14.5 Payment**

40 (December 14, 2016 G&O GSP)
41

42 This Section is supplemented with the following:
43

44 The unit contract price per square yard for "Cement Conc. Sidewalk" shall
45 include all costs of furnishing all materials, labor, tools, and equipment

ATTACHMENT 1

necessary for a complete installation including forming, furnishing and placing concrete, thickened edges, jointing and joint filler, curing, material testing, temporary barricades, reinforcing steel, and any other items required for a complete installation in good working order and in accordance with the Plans, the Specifications, and as required in the field. It shall also include protecting all sidewalks from damage until accepted by the Contracting Agency.

8-18 MAILBOX SUPPORT**8-18.3 Construction Requirements**

(June 10, 2009 G&O GSP)

This Section is supplemented with the following:

During construction mailboxes and/or paper boxes shall be moved to a temporary location where their usefulness will not be impaired. Posts shall be removed from their fixed location and be placed in a bucket or other suitable container and filled with sand, gravel, or other suitable means to hold them in place. Existing posts shall be cut to length as necessary such that the height from the ground to the bottom of the box is 3'-6". Temporary box locations shall be located such that delivery can be accomplished from within the delivery vehicle and shall be maintained at all times. Mailbox relocations shall be in accordance with U.S. Postal Service requirements.

8-18.5 Payment

(*****)

This Section is supplemented with the following:

"Remove and Replace Mailbox," per each.

The unit contract price per each for "Remove and Replace Mailbox" shall be full pay for all material, equipment, labor, and tools required to maintain temporary boxes and to fully replace the existing boxes including post cutting, temporary buckets, sand, gravel, new posts and hardware tubing, concrete, and as further detailed on the Plans.

ATTACHMENT 1

8-30 PROJECT DOCUMENTATION

(November 24, 2010 G&O GSP)

8-30.1 Description

The Work described in this section includes record drawings, photographs, and property release forms.

8-30.3 Construction Requirements**Record Drawings**

Record drawings and other documents are to be maintained and annotated by the Contractor during construction as follows: (1) a neatly and legibly marked set of Contract Plans showing the final location of piping, structures, paving limits, curbs, gutters, sidewalks, relocated utility structures, monuments, channelization, etc.; (2) additional documents such as schedules, lists, drawings, and easement/permit forms included in the Specifications; and (3) Contractor layout and installation drawings.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes and shall be available for review by the Contracting Agency during normal working hours at the Contractor's field office. At the completion of the Work and prior to final payment, all record drawings and attachments shall be submitted to the Contracting Agency.

The record drawings shall be prepared concurrently with the Work being performed and shall be kept current at all times. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

Additions	-	Red
Deletions	-	Green
Comments	-	Blue
Dimensions	-	Graphite

The record drawings shall identify all existing or abandoned utilities that were found during construction and not shown on the original Contract Plans.

The Contractor will be provided with one set of Contract Plans for this purpose. At the end of the project, each record drawing and other document shall be stamped and signed by the Contractor, attesting to the accuracy of the drawing or other document.

ATTACHMENT 1**Photographs**

The Contractor shall provide comprehensive preconstruction photographs of the entire Work site and adjoining properties. The photographs shall provide complete coverage of all features.

Before construction starts, digital photographs shall be delivered to the Contracting Agency. Photographs shall be taken in and along the project limits, prior to construction. Special attention shall be provided to depict existing conditions, edge of pavement, drainage facilities, and utility markers. The photographs shall indicate the date, contract number, name of project and the location and direction where the photograph was taken. The Contractor shall provide post-construction photographs from the same spot and angle as the pre-construction photographs. The Contractor shall provide 35 pre- and 35 post-construction photographs of the Work site.

Property Release Forms

The Contractor shall be held responsible for acquiring signed property release forms in the format provided in the Appendix, for all properties which have been disturbed or damaged by the Contractor's operations, or utilized by the Contractor for staging, storing, or stock piling of materials or equipment.

This work shall include submitting the form(s), as further shown herein, by certified mail to each property owner effected and further including therein a self addressed stamped envelope for the property owner's use. The enclosed self addressed envelope shall be addressed to: Mr. Ryan Osada, Public Works Director, City of Medina, 501 Evergreen Point Road, P.O. Box 144, Medina, Washington 98039. Contractor shall provide a copy of all certified mailings to the Contracting Agency.

8-30.5 Payment

"Project Documentation," lump sum.

The lump sum contract price for "Project Documentation" shall be full compensation for all costs incurred by the Contractor in performing the work defined in this Section. The Contractor's record drawings will be reviewed monthly for completeness by the Contracting Agency. If the record drawings do not reflect the work performed, payment for those items of work not reflected on the record drawings shall not be included in the current monthly progress estimate.

ATTACHMENT 1

1 **ORDER OF WORK**

2
3 This Section is supplemented with the following:

4
5 The order of work except as may otherwise be outlined herein will be at the
6 Contractor's option, in keeping with good construction practice. The work
7 shall be scheduled and constructed in accordance with the various permits
8 and franchise requirements and/or conditions.
9

10 Prior to starting construction, the Contractor shall furnish the Contracting
11 Agency with an Erosion Control Plan, a Spill Prevention Control and
12 Countermeasures Plan (SPCC Plan), Progress Schedule, and a Traffic
13 Control Plan. All plans shall be approved by the Contracting Agency prior
14 to commencing any construction operations.
15

16 As a **first order of work**, the Contractor shall attend a mandatory pre-
17 construction meeting.
18

19 As a **second order of work**, the Contractor shall provide Public Notice to
20 property owners abutting the project limits.
21

22 As a **third order of work**, the Contractor shall provide material submittals.
23 The Contractor shall also provide a schedule of value for all lump sum bid
24 items.
25

26 As a **fourth order of work**, the Contractor shall call 1-CALL and have
27 utilities marked in the field by the various utility owners.
28

29 As a **fifth order of work**, after the utilities have been marked, the Contractor
30 shall provide for the photographing of the entire project site. This activity
31 must be completed and the photograph digital files delivered to the
32 Contracting Agency as required and further specified in Section 8 prior to
33 any excavation, asphalt cutting, mobilization, staging, or any other work
34 items being performed.
35

36 As a **sixth order of work**, the Contractor shall furnish and install all
37 temporary facilities, erosion control items, and signs/barricades for detour
38 routes, unless indicated otherwise on the Plans.
39

40 As a **seventh order of work**, the Contractor shall pothole existing utilities
41 as specifically noted on the Plans, as well as in other areas the Contractor
42 deems necessary.
43

ATTACHMENT 1

1 As a **eighth order of work**, the Contractor shall install all underground
2 utilities prior to grading the roadway section, unless otherwise approved by
3 the Contracting Agency.
4

5 The remaining order of work shall be at the Contractor's option, in keeping
6 with generally accepted, good construction practice. However, the
7 Contractor shall coordinate work by others which will affect his production,
8 schedule, mobilization and demobilization efforts.
9

10 As a **second to last order of work**, the Contractor shall submit Property
11 Release Forms and Record Drawings. After all preliminary and final "punch
12 list" items have been satisfactorily completed, then, as a **last order of work**,
13 the Contractor shall provide post-construction photographs.
14

15 The Contractor shall conduct the order of work to allow all existing facilities
16 to remain operational except as noted herein during the construction of this
17 project, and to minimize disruption of any utility service. The order of work
18 for the Contract shall be so planned as to complete all work within the time
19 limits established within the Contract Provisions.

ATTACHMENT 1

DIVISION 9
MATERIALS

ATTACHMENT 1

DIVISION 9 MATERIALS**9-05 DRAINAGE STRUCTURES AND CULVERTS****9-05.15(1) Manhole Ring and Cover**

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

Manhole rings and covers shall conform to Section 9-05.15(1) of the Standard Specifications unless indicated otherwise in the Contract Documents.

9-05.15(2) Metal Frame and Solid Metal Cover for Catch Basins or Inlets

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

Metal frames and solid metal covers for catch basins or inlets shall conform to Section 9-05.15(2) of the Standard Specifications unless indicated otherwise in the Contract Documents.

9-05.20 Corrugated Polyethylene Storm Sewer Pipe

(January 7, 2013 G&O GSP)

Delete the first sentence of the first paragraph and replace with the following:

Corrugated polyethylene storm sewer pipe, couplings and fittings shall meet the requirements of AASHTO M 294 Type S

9-05.50(3) Precast Concrete Catch Basins

(May 5, 2016 G&O GSP)

This Section is supplemented with the following:

Catch Basin steps shall be polypropylene plastic coated on a No. 4 deformed rebar conforming to ASTM C478. Polypropylene shall conform to ASTM D4101. Steps shall be a minimum of 16-inches wide and project a minimum of 7 inches away from the wall. The top surface of the step shall have a studded non-slip surface.

ATTACHMENT 1

PART 4
WAGE RATES

ATTACHMENT 1

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 10/29/2021

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	* <u>Risk Class</u>
King	Asbestos Abatement Workers	Journey Level	\$54.62	<u>5D</u>	<u>1H</u>		View
King	Boilermakers	Journey Level	\$70.79	<u>5N</u>	<u>1C</u>		View
King	Brick Mason	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	<u>7E</u>	<u>1N</u>		View
King	Building Service Employees	Janitor	\$26.28	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$26.63	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$29.98	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$30.98	<u>5S</u>	<u>2F</u>		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>		View
King	Carpenters	Acoustical Worker	\$64.94	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$64.94	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Carpenter	\$64.94	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Carpenters on Stationary Tools	\$65.07	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Creosoted Material	\$65.07	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Floor Finisher	\$64.94	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Floor Layer	\$64.94	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Scaffold Erector	\$64.94	<u>7A</u>	<u>4C</u>		View
King	Cement Masons	Application of all Composition Mastic	\$67.41	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Application of all Epoxy Material	\$66.91	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Application of all Plastic Material	\$67.41	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Application of Sealing Compound	\$66.91	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Application of Underlayment	\$67.41	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Building General	\$66.91	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Composition or Kalman Floors	\$67.41	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Concrete Paving	\$66.91	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter Machine	\$67.41	<u>7A</u>	<u>4U</u>		View

King	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	7A	4U		View
King	Cement Masons	Curing Concrete	\$66.91	7A	4U		View
King	Cement Masons	Finish Colored Concrete	\$67.41	7A	4U		View
King	Cement Masons	Floor Grinding	\$67.41	7A	4U		View
King	Cement Masons	Floor Grinding/Polisher	\$66.91	7A	4U		View
King	Cement Masons	Green Concrete Saw, self-powered	\$67.41	7A	4U		View
King	Cement Masons	Grouting of all Plates	\$66.91	7A	4U		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	7A	4U		View
King	Cement Masons	Guniting Nozzleman	\$67.41	7A	4U		View
King	Cement Masons	Hand Powered Grinder	\$67.41	7A	4U		View
King	Cement Masons	Journey Level	\$66.91	7A	4U		View
King	Cement Masons	Patching Concrete	\$66.91	7A	4U		View
King	Cement Masons	Pneumatic Power Tools	\$67.41	7A	4U		View
King	Cement Masons	Power Chipping & Brushing	\$67.41	7A	4U		View
King	Cement Masons	Sand Blasting Architectural Finish	\$67.41	7A	4U		View
King	Cement Masons	Screed & Rodding Machine	\$67.41	7A	4U		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	7A	4U		View
King	Cement Masons	Troweling Machine Operator	\$67.41	7A	4U		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	7A	4U		View
King	Cement Masons	Tunnel Workers	\$67.41	7A	4U		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$118.80	7A	4C		View
King	Divers & Tenders	Dive Supervisor/Master	\$81.98	7A	4C		View
King	Divers & Tenders	Diver	\$118.80	7A	4C	8V	View
King	Divers & Tenders	Diver On Standby	\$76.98	7A	4C		View
King	Divers & Tenders	Diver Tender	\$69.91	7A	4C		View
King	Divers & Tenders	Manifold Operator	\$69.91	7A	4C		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$74.91	7A	4C		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$69.91	7A	4C		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$65.19	7A	4C		View
King	Dredge Workers	Assistant Engineer	\$73.62	5D	3F		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	5D	3F		View
King	Dredge Workers	Boatmen	\$73.62	5D	3F		View
King	Dredge Workers	Engineer Welder	\$75.03	5D	3F		View
King	Dredge Workers	Leverman, Hydraulic	\$76.53	5D	3F		View
King	Dredge Workers	Mates	\$73.62	5D	3F		View
King	Dredge Workers	Oiler	\$73.05	5D	3F		View
King	Drywall Applicator	Journey Level	\$67.54	5D	1H		View
King	Drywall Tapers	Journey Level	\$67.91	5P	1E		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$33.19	5L	1E		View
King	Electricians - Inside	Cable Splicer	\$92.57	7C	4E		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$99.46	7C	4E		View

King	Electricians - Inside	Certified Welder	\$89.44	7C	4E		View
King	Electricians - Inside	Certified Welder (tunnel)	\$96.02	7C	4E		View
King	Electricians - Inside	Construction Stock Person	\$44.78	7C	4E		View
King	Electricians - Inside	Journey Level	\$86.30	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$92.57	7C	4E		View
King	Electricians - Motor Shop	Journey Level	\$47.53	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$82.39	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$75.64	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$49.17	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$49.17	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$75.64	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$56.49	5A	4D		View
King	Electronic Technicians	Journey Level	\$55.32	7E	1E		View
King	Elevator Constructors	Mechanic	\$100.51	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$108.53	7D	4A		View
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$18.25	5B	1R		View
King	Fence Erectors	Fence Erector	\$46.29	7A	4V	8Y	View
King	Fence Erectors	Fence Laborer	\$46.29	7A	4V	8Y	View
King	Flaggers	Journey Level	\$46.29	7A	4V	8Y	View
King	Glaziers	Journey Level	\$72.41	7L	1Y		View
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	15H	11C		View
King	Heating Equipment Mechanics	Journey Level	\$91.83	7F	1E		View
King	Hod Carriers & Mason Tenders	Journey Level	\$46.42	7A	4V	8Y	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$13.69		1		View
King	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
King	Inland Boatmen	Cook	\$56.48	5B	1K		View
King	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
King	Inland Boatmen	Mate	\$57.31	5B	1K		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.69		1		View

King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		¹ ATTACHMENT 1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		<u>1</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		<u>1</u>		View
King	Insulation Applicators	Journey Level	\$64.94	<u>7A</u>	<u>4C</u>		View
King	Ironworkers	Journeyman	\$78.53	<u>7N</u>	<u>1O</u>		View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Airtrac Drill Operator	\$56.31	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Ballast Regular Machine	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Batch Weighman	\$46.29	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brick Pavers	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brush Cutter	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brush Hog Feeder	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Burner	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Caisson Worker	\$56.31	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Carpenter Tender	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Cement Dumper-paving	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Cement Finisher Tender	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Change House Or Dry Shack	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Choker Setter	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Chuck Tender	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Clary Power Spreader	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Clean-up Laborer	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Dumper/Chute Operator	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Form Stripper	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Placement Crew	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Saw Operator/Core Driller	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Crusher Feeder	\$46.29	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Curing Laborer	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Ditch Digger	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Diver	\$56.31	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Dry Stack Walls	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Dump Person	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Epoxy Technician	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Erosion Control Worker	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View

King	Laborers	Faller & Bucker Chain Saw	\$55.62	7A	4V	8Y	View
King	Laborers	Fine Graders	\$54.62	7A	4V	8Y	View
King	Laborers	Firewatch	\$46.29	7A	4V	8Y	View
King	Laborers	Form Setter	\$54.62	7A	4V	8Y	View
King	Laborers	Gabian Basket Builders	\$54.62	7A	4V	8Y	View
King	Laborers	General Laborer	\$54.62	7A	4V	8Y	View
King	Laborers	Grade Checker & Transit Person	\$46.42	7A	4V	8Y	View
King	Laborers	Grinders	\$54.62	7A	4V	8Y	View
King	Laborers	Grout Machine Tender	\$54.62	7A	4V	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	7A	4V	8Y	View
King	Laborers	Guardrail Erector	\$54.62	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$56.31	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$55.62	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$54.62	7A	4V	8Y	View
King	Laborers	High Scaler	\$56.31	7A	4V	8Y	View
King	Laborers	Jackhammer	\$55.62	7A	4V	8Y	View
King	Laborers	Laserbeam Operator	\$55.62	7A	4V	8Y	View
King	Laborers	Maintenance Person	\$54.62	7A	4V	8Y	View
King	Laborers	Manhole Builder-Mudman	\$55.62	7A	4V	8Y	View
King	Laborers	Material Yard Person	\$54.62	7A	4V	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$55.62	7A	4V	8Y	View
King	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$46.42	7A	4V	8Y	View
King	Laborers	Pavement Breaker	\$55.62	7A	4V	8Y	View
King	Laborers	Pilot Car	\$46.29	7A	4V	8Y	View
King	Laborers	Pipe Layer (Lead)	\$46.42	7A	4V	8Y	View
King	Laborers	Pipe Layer/Tailor	\$55.62	7A	4V	8Y	View
King	Laborers	Pipe Pot Tender	\$55.62	7A	4V	8Y	View
King	Laborers	Pipe Reliner	\$55.62	7A	4V	8Y	View
King	Laborers	Pipe Wrapper	\$55.62	7A	4V	8Y	View
King	Laborers	Pot Tender	\$54.62	7A	4V	8Y	View
King	Laborers	Powderman	\$56.31	7A	4V	8Y	View
King	Laborers	Powderman's Helper	\$54.62	7A	4V	8Y	View
King	Laborers	Power Jacks	\$55.62	7A	4V	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$55.62	7A	4V	8Y	View
King	Laborers	Raker - Asphalt	\$46.42	7A	4V	8Y	View
King	Laborers	Re-timberman	\$56.31	7A	4V	8Y	View
King	Laborers	Remote Equipment Operator	\$55.62	7A	4V	8Y	View
King	Laborers	Rigger/Signal Person	\$55.62	7A	4V	8Y	View
King	Laborers	Rip Rap Person	\$54.62	7A	4V	8Y	View

King	Laborers	Rivet Buster	\$55.62	7A	4V	8Y	View
King	Laborers	Rodder	\$55.62	7A	4V	8Y	View
King	Laborers	Scaffold Erector	\$54.62	7A	4V	8Y	View
King	Laborers	Scale Person	\$54.62	7A	4V	8Y	View
King	Laborers	Sloper (Over 20")	\$55.62	7A	4V	8Y	View
King	Laborers	Sloper Sprayer	\$54.62	7A	4V	8Y	View
King	Laborers	Spreader (Concrete)	\$55.62	7A	4V	8Y	View
King	Laborers	Stake Hopper	\$54.62	7A	4V	8Y	View
King	Laborers	Stock Piler	\$54.62	7A	4V	8Y	View
King	Laborers	Swinging Stage/Boatswain Chair	\$46.29	7A	4V	8Y	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	7A	4V	8Y	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	7A	4V	8Y	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	7A	4V	8Y	View
King	Laborers	Toolroom Person (at Jobsite)	\$54.62	7A	4V	8Y	View
King	Laborers	Topper	\$54.62	7A	4V	8Y	View
King	Laborers	Track Laborer	\$54.62	7A	4V	8Y	View
King	Laborers	Track Liner (Power)	\$55.62	7A	4V	8Y	View
King	Laborers	Traffic Control Laborer	\$49.50	7A	4V	9C	View
King	Laborers	Traffic Control Supervisor	\$52.45	7A	4V	9C	View
King	Laborers	Truck Spotter	\$54.62	7A	4V	8Y	View
King	Laborers	Tugger Operator	\$55.62	7A	4V	8Y	View
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	7A	4V	9B	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	7A	4V	8Y	View
King	Laborers	Tunnel Work-Miner	\$57.41	7A	4V	8Y	View
King	Laborers	Vibrator	\$55.62	7A	4V	8Y	View
King	Laborers	Vinyl Seamer	\$54.62	7A	4V	8Y	View
King	Laborers	Watchman	\$42.08	7A	4V	8Y	View
King	Laborers	Welder	\$55.62	7A	4V	8Y	View
King	Laborers	Well Point Laborer	\$55.62	7A	4V	8Y	View

King	Laborers	Window Washer/Cleaner	\$42.08	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Landscape Construction	Landscape Operator	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Landscape Maintenance	Groundskeeper	\$17.87		<u>1</u>		View
King	Lathers	Journey Level	\$67.54	<u>5D</u>	<u>1H</u>		View
King	Marble Setters	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$40.39	<u>15I</u>	<u>11E</u>		View
King	Metal Fabrication (In Shop)	General Laborer	\$28.86	<u>15I</u>	<u>11E</u>		View
King	Metal Fabrication (In Shop)	Mechanic	\$41.78	<u>15I</u>	<u>11E</u>		View
King	Metal Fabrication (In Shop)	Welder/Burner	\$37.64	<u>15I</u>	<u>11E</u>		View
King	Millwright	Journey Level	\$66.44	<u>7A</u>	<u>4C</u>		View
King	Modular Buildings	Cabinet Assembly	\$13.69		<u>1</u>		View
King	Modular Buildings	Electrician	\$13.69		<u>1</u>		View
King	Modular Buildings	Equipment Maintenance	\$13.69		<u>1</u>		View
King	Modular Buildings	Plumber	\$13.69		<u>1</u>		View
King	Modular Buildings	Production Worker	\$13.69		<u>1</u>		View
King	Modular Buildings	Tool Maintenance	\$13.69		<u>1</u>		View
King	Modular Buildings	Utility Person	\$13.69		<u>1</u>		View
King	Modular Buildings	Welder	\$13.69		<u>1</u>		View
King	Painters	Journey Level	\$47.70	<u>6Z</u>	<u>2B</u>		View
King	Pile Driver	Crew Tender	\$69.91	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Crew Tender/Technician	\$69.91	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$80.76	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$85.76	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$89.76	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$94.76	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$97.26	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$102.26	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$104.26	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$106.26	<u>7A</u>	<u>4C</u>		View

King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$108.26	<u>7A</u>	<u>4C</u>		View
King	Pile Driver	Journey Level	\$65.19	<u>7A</u>	<u>4C</u>		View
King	Plasterers	Journey Level	\$64.14	<u>7Q</u>	<u>1R</u>		View
King	Plasterers	Nozzleman	\$67.64	<u>7Q</u>	<u>1R</u>		View
King	Playground & Park Equipment Installers	Journey Level	\$13.69		<u>1</u>		View
King	Plumbers & Pipefitters	Journey Level	\$93.69	<u>6Z</u>	<u>1G</u>		View
King	Power Equipment Operators	Asphalt Plant Operators	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Assistant Engineer	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Bobcat	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Brooms	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Bump Cutter	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Cableways	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Chipper	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Compressor	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Conveyors	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes friction: 200 tons and over	\$75.72	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$74.99	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.72	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View

King	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$74.99	7A	3K	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Crusher	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Drilling Machine	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Guardrail Punch	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Locomotives, All	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Material Transfer Device	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$74.22	7A	3K	8X	View

King	Power Equipment Operators	Motor Patrol Graders	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Pavement Breaker	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Power Plant	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Pumps - Water	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Rigger and Bellman	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Rollagon	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Saws - Concrete	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Service Engineers - Equipment	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.84	7A	3K	8X	View

King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.99	7A	3K	8X	View
King	Power Equipment Operators	Slipform Pavers	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Subgrader Trimmer	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Tower Bucket Elevators	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$74.99	7A	3K	8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$75.72	7A	3K	8X	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Trenching Machines	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Welder	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$69.12	7A	3K	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes friction: 200 tons and over	\$75.72	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.22	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$74.99	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.72	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$74.99	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$74.22	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$72.28	7A	3K	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$74.22	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$74.22	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$74.22	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$73.49	7A	3K	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Service Engineers - Equipment	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$69.12	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$73.49	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.84	7A	3K	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$74.22	7A	3K	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.99	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$74.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$74.99	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$75.72	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$72.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$55.03	<u>5A</u>	<u>4A</u>		View
King	Power Line Clearance Tree Trimmers	Spray Person	\$52.24	<u>5A</u>	<u>4A</u>		View
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03	<u>5A</u>	<u>4A</u>		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21	<u>5A</u>	<u>4A</u>		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47	<u>5A</u>	<u>4A</u>		View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$88.51	<u>6Z</u>	<u>1G</u>		View
King	Residential Brick Mason	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
King	Residential Carpenters	Journey Level	\$36.44		<u>1</u>		View
King	Residential Cement Masons	Journey Level	\$46.64		<u>1</u>		View
King	Residential Drywall Applicators	Journey Level	\$64.94	<u>7A</u>	<u>4C</u>		View
King	Residential Drywall Tapers	Journey Level	\$36.36		<u>1</u>		View
King	Residential Electricians	Journey Level	\$48.80		<u>1</u>		View
King	Residential Glaziers	Journey Level	\$28.93		<u>1</u>		View

King	Residential Insulation Applicators	Journey Level	\$28.18		¹ ATTACHMENT 1	View
King	Residential Laborers	Journey Level	\$29.73		<u>1</u>	View
King	Residential Marble Setters	Journey Level	\$27.38		<u>1</u>	View
King	Residential Painters	Journey Level	\$23.47		<u>1</u>	View
King	Residential Plumbers & Pipefitters	Journey Level	\$93.69	<u>6Z</u>	<u>1G</u>	View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$88.51	<u>6Z</u>	<u>1G</u>	View
King	Residential Sheet Metal Workers	Journey Level	\$91.83	<u>7F</u>	<u>1E</u>	View
King	Residential Soft Floor Layers	Journey Level	\$51.91	<u>5A</u>	<u>3J</u>	View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04	<u>5C</u>	<u>2R</u>	View
King	Residential Stone Masons	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo Workers	Journey Level	\$57.71	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		<u>1</u>	View
King	Residential Tile Setters	Journey Level	\$21.04		<u>1</u>	View
King	Roofers	Journey Level	\$57.30	<u>5A</u>	<u>3H</u>	View
King	Roofers	Using Irritable Bituminous Materials	\$60.30	<u>5A</u>	<u>3H</u>	View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	<u>7F</u>	<u>1E</u>	View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Painter	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Shipfitter	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$39.58	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$47.45	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$47.42	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$47.35	<u>7X</u>	<u>4J</u>	View

King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$47.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$47.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$47.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$47.45	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$47.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$47.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Sign Makers & Installers (Electrical)	Journey Level	\$51.56	<u>0</u>	<u>1</u>		View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$33.20	<u>0</u>	<u>1</u>		View
King	Soft Floor Layers	Journey Level	\$51.91	<u>5A</u>	<u>3J</u>		View
King	Solar Controls For Windows	Journey Level	\$13.69		<u>1</u>		View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$87.99	<u>5C</u>	<u>1X</u>		View
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.69		<u>1</u>		View
King	Stone Masons	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		<u>1</u>		View
King	Surveyors	Assistant Construction Site Surveyor	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Surveyors	Chainman	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Surveyors	Construction Site Surveyor	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Telecommunication Technicians	Journey Level	\$55.32	<u>7E</u>	<u>1E</u>		View
King	Telephone Line Construction - Outside	Cable Splicer	\$38.27	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	<u>5A</u>	<u>2B</u>		View
King	Terrazzo Workers	Journey Level	\$57.71	<u>7E</u>	<u>1N</u>		View
King	Tile Setters	Journey Level	\$57.71	<u>7E</u>	<u>1N</u>		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$48.54	<u>7E</u>	<u>1N</u>		View
King	Traffic Control Stripers	Journey Level	\$50.51	<u>7A</u>	<u>1K</u>		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$64.55	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$63.71	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck	\$63.71	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck & Trailer	\$64.55	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
King	Truck Drivers	Other Trucks	\$64.55	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
King	Truck Drivers - Ready Mix	Transit Mix	\$64.55	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>		View

King	Well Drillers & Irrigation Pump Installers	Oiler	\$13.69		¹ ATTACHMENT 1	View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	View

ATTACHMENT 1

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

ATTACHMENT 1**Overtime Codes Continued**

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

ATTACHMENT 1**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

 After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

ATTACHMENT 1**Overtime Codes Continued**

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

ATTACHMENT 1**Overtime Codes Continued**

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

ATTACHMENT 1**Overtime Codes Continued**

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

ATTACHMENT 1

- D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

ATTACHMENT 1**Holiday Codes Continued**

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
 - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6.
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
 - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

ATTACHMENT 1**Holiday Codes Continued**

7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

ATTACHMENT 1**Holiday Codes Continued**

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

ATTACHMENT 1**Holiday Codes Continued**

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

ATTACHMENT 1**Note Codes**

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

ATTACHMENT 1**Note Codes Continued**

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

ATTACHMENT 1**Note Codes Continued**

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

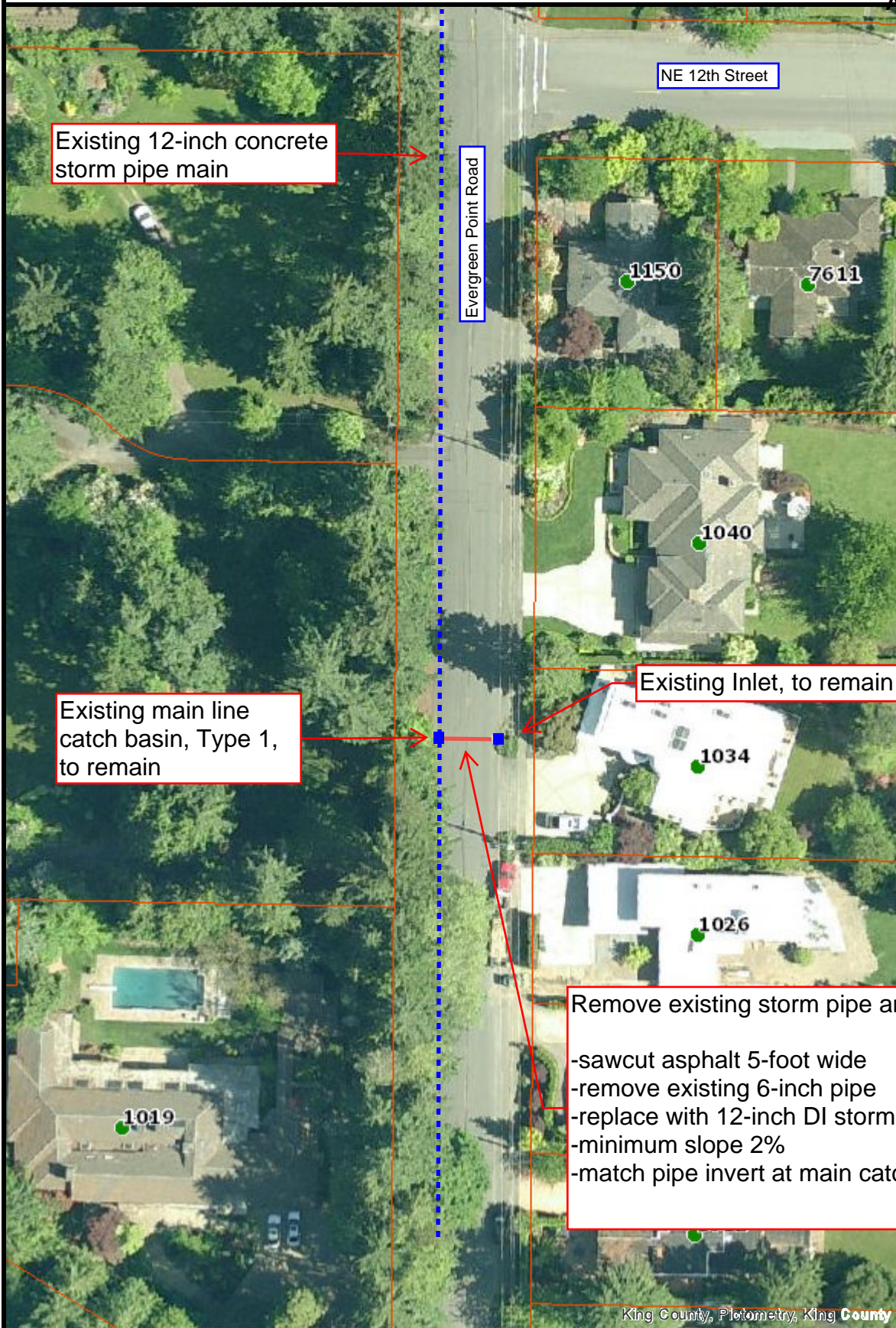
ATTACHMENT 1

PART 5
PLANS

Storm Repair at 1034 Evergreen Point Road

ATTACHMENT 1 Legend

- Address points
- Address labels
- Parcels



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 10/19/2021

Notes:



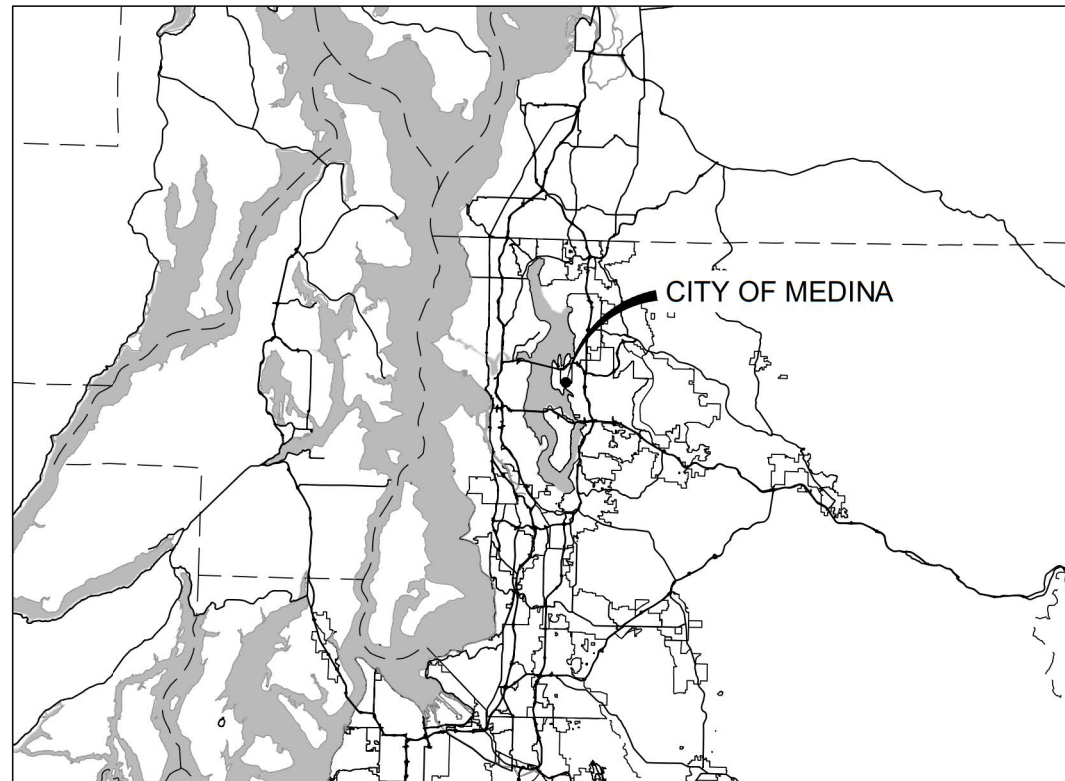
King County

CITY OF MEDINA

KING COUNTY

WASHINGTON

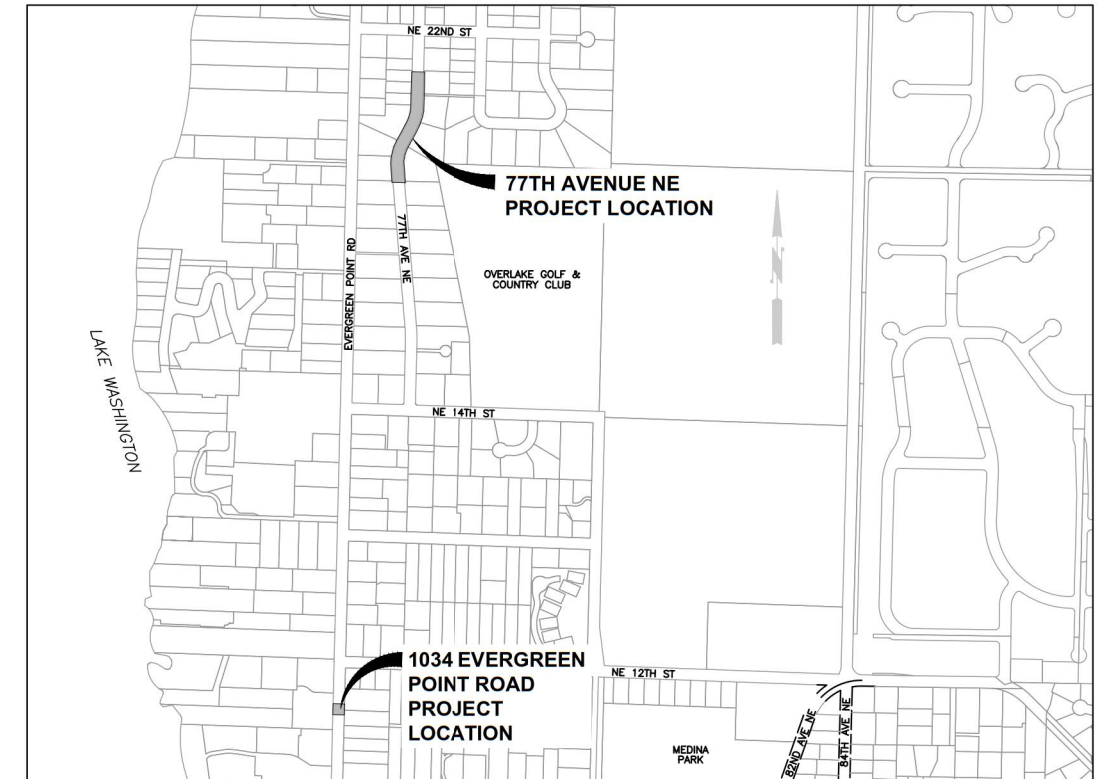
77TH AVE NE STORM REPAIR - PHASE 1



VICINITY MAP
NOT TO SCALE

CITY OFFICIALS

JESSICA ROSSMAN
MAYOR



PROJECT LOCATION MAP
NOT TO SCALE

JENNIFER GARONE

ALEX MORCOS

MICHAEL SAUERWEIN
CITY MANAGER

HARINI GOKUL

ROGER FREY
CITY COUNCIL

CYNTHIA ADKINS

BOB ZOOK

RYAN OSADA
PUBLIC WORKS DIRECTOR

m:\Medina\21575 77th ave storm\02 planset\General\LEGEND.dwg, 10/20/2021 5:30 PM, CHRIS BACON

ABBREVIATIONS

AC	ASBESTOS CEMENT PIPE
ADJ	ADJUST
ALT	ALTERNATE
ALUM	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
AP	ANGLE POINT
ASPH	ASPHALT
ASSY	ASSEMBLY
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
AVE	AVENUE
BF	BLIND FLANGE
BLDG	BUILDING
BLK	BLOCK
BO	BLOW OFF
BOP	BEGINNING OF PROJECT
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
C	CONDUIT
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
CICL	CAST IRON CLASS
CLR	CLEARANCE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONN	CONNECTION
CONT	CONTINUED/CONTINUOUS
CPEP	CORRUGATED POLYETHYLENE PIPE
CPLG	COUPLING
CTR	CENTER
CY	CUBIC YARD
E	CENTER LINE
D	DRAIN
DC	DEGREE OF CURVATURE
DI	DUCTILE IRON
DIA	DIAMETER
DIM	DIMENSION
DOT	DEPARTMENT OF TRANSPORTATION
DWGS	DRAWING(S)
E	EAST
EA	EACH
EL	ELEVATION
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOP	END OF PROJECT
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EXIST	EXISTING
FIG	FIGURE
FIN	FINISHED
FL	FLANGE
FT	FEET
GA	GAUGE
GALV	GALVANIZED
GI	GALVANIZED IRON
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCH
INV	INVERT
L	LENGTH
LB	POUND
LF	LINEAR FEET
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
N	NORTH
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
PO	POINT OF CURVATURE
PE	PLAIN END
PERF	PERFORATED
PI	POINT OF INTERSECTION
PP	POWER POLE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENT
QTY	QUANTITY
R	RADIUS
R/W	RIGHT-OF-WAY
RED	REDUCER
REINF	REINFORCE
REQD	REQUIRED
RET	RETAINING
RR	RAILROAD
S	SOUTH
SCH	SCHEDULE
SF	SQUARE FEET
SHT	SHEET
SL	SLOPE
SPECS	SPECIFICATIONS
SO	SQUARE
STA	STATION
STD	STANDARD
TB	THRUST BLOCK
TC	TOP OF CURB
TEL	TELEPHONE
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
THRD	THREADED
THRU	THROUGH
TYP	TYPICAL
VERT	VERTICAL
W	WEST
W/	WITH
W/O	WITHOUT
WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

LINETYPES

EXISTING	PROPOSED	DESCRIPTION
SURFACE FEATURES		
		CURB (TYPE AS NOTED)
		CURB & GUTTER
		ASPHALT PAVEMENT
		GRAVEL SURFACING
		CONCRETE SURFACING
		CEMENT CONC. SIDEWALK
		FENCE/RAILING (TYPE AS NOTED)
		SHRUB/TREE/VEGETATION LINE
		EDGE OF LANDSCAPING/RESTORATION
		RIGHT-OF-WAY LINE
		CENTERLINE OF CONSTRUCTION
		PROPERTY LINE
		CONTOUR LINE
		SAWCUT LINE (APPROXIMATE LOCATION)
		OVERHEAD UTILITIES
		BURIED ELECTRICAL
		BURIED TELEPHONE/COMMUNICATIONS
		BURIED COMMUNICATIONS
		BURIED CABLE TELEVISION
		GAS MAIN (SIZE AS NOTED)
		WATER MAIN (SIZE AS NOTED)
		SANITARY SEWER MAIN (SIZE AS NOTED)
		STORM DRAIN (SIZE AS NOTED)
		CULVERT (SIZE & TYPE AS NOTED)
		DITCH CENTERLINE/THALWEG

SIGNALIZATION/ILLUMINATION SYMBOLS

	JUNCTION BOX (TYPE I, II, VIII)
	LIGHT/LUMINAIRE POLE W/ARM
	POLE MOUNTED LIGHT

WATER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		GUARD POST / BOLLARD
		WATER METER
		WATER VAULT (SIZE VARIES)
		FIRE HYDRANT (3-NOZZLE)
		GATE VALVE

GAS/POWER/TELEPHONE SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		GAS VALVE
		PAD MOUNT TRANSFORMER
		POWER VAULT (SIZE VARIES)
		UTILITY POLE
		UTILITY POLE ANCHOR
		UTILITY PEDESTAL
		TELEPHONE VAULT (SIZE VARIES)
		TELEPHONE MANHOLE (SIZE VARIES)

SURVEY SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		CONTROL POINT
		MONUMENT (IN CASE)
		MONUMENT (SURFACE)
		BENCH MARK

SANITARY/STORM SEWER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		STORM DRAIN MANHOLE/TYPE 2 CATCH BASIN (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		STORM DRAIN CATCH BASIN, CONCRETE INLET, OR YARD/AREA DRAIN (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		SANITARY SEWER MANHOLE (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		CLEAN OUT (SAN. SEWER OR STORM)

SURFACE FEATURES/LANDSCAPING

EXISTING	PROPOSED	DESCRIPTION
		MAIL BOX (NOTED)
		SIGN
		MODULAR WALL
		SHRUB
		TREE (CONIFER)
		TREE (DECIDUOUS)

CHANNELIZATION SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		CENTER LANE LINE
		EDGE LANE LINE
		CROSS WALK MARKING

GENERAL NOTES:

- ALL MATERIALS AND WORKMANSHIP SHALL BE FURNISHED AND SUPPLIED IN ACCORDANCE WITH THE 2021 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION AND CITY OF MEDINA PUBLIC WORKS STANDARDS, AND THESE CONTRACT DOCUMENTS UNLESS OTHERWISE SPECIFICALLY NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT AND COORDINATE WITH ALL UTILITY COMPANIES IN ORDER TO ASSURE THAT ALL LINES, PIPES, POLES AND OTHER APPURTENANCES ARE PROPERLY LOCATED, SECURED, AND/OR PROTECTED. BURIED UTILITIES (WHERE KNOWN) ARE SHOWN IN THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL HAVE UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION. NOTIFY THE UNDERGROUND UTILITIES LOCATE CENTER: CALL #811.
- THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS, ANY ADDENDA, CHANGE ORDERS AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN THE EVENT OR DISCOVERY OF UNSUITABLE SOILS OR HIGH GROUND WATER CONDITIONS OR DISCREPANCIES FROM THE PLANS.
- WHEREVER PLANS REFER TO "SAWCUT" OF ASPHALT CONCRETE PAVEMENT OR OIL MAT, OR CONCRETE SURFACE, THE CONTRACTOR SHALL PERFORM A "NEAT LINE CUT" PER SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN A CLEAN LEGIBLE SET OF RECORD DRAWINGS AND PROVIDE A SET TO THE OWNER PRIOR TO DEMOBILIZATION OF THE SITE. SEE SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL IN ACCORDANCE WITH MUTCD. PRIOR TO DISTRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL ALL APPROVED TRAFFIC CONTROL IS IN PLACE.
- PROTECTION OF THE ENVIRONMENT: NO CONSTRUCTION RELATED ACTIVITY SHALL CONTRIBUTE TO THE DEGRADATION OF THE ENVIRONMENT, ALLOW MATERIAL TO ENTER SURFACE OR GROUND WATERS, OR ALLOW PARTICULATE EMISSIONS TO THE ATMOSPHERE, WHICH EXCEED STATE OR FEDERAL STANDARDS.

SHEET INDEX

SHEET NO.	DESCRIPTION
COVER	TITLE, VICINITY MAP, PROJECT LOCATION MAP AND CITY OFFICIALS
SHEET 1	ABBREVIATIONS, SYMBOL LEGEND AND GENERAL NOTES
SHEET 2	SURVEY CONTROL PLAN
SHEET 3	EXISTING PLAN, PROFILE & DEMO
SHEET 4	EXISTING PLAN, PROFILE & DEMO
SHEET 5	PROPOSED PLAN & PROFILE
SHEET 6	PROPOSED PLAN & PROFILE
SHEET 7	CURB PLAN
SHEET 8	DETAILS
SHEET 9	ROAD DETAILS
SHEET 10	STORM DETAILS
SHEET 11	STORM DETAILS
SHEET 12	STORM DETAILS
SHEET 13	STORM DETAILS

BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811

EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH

RIGHT-OF-WAY DISCLAIMER

THE RIGHT-OF-WAY AND/OR PROPERTY LINES SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION, NOT ON A SURVEYED LOCATION AND ARE ONLY APPROXIMATE.



TWO INCHES AT FULL SCALE. IF NOT, SCALE ACCORDINGLY

AGENDA ITEM 5.5

ATTACHMENT 1



DATE: OCT 2021	SEM	RWK	RWK
DRAWN:	CHECKED:	APPROVED:	

	APPD
	DATE
	REVISION
No.	



CITY OF MEDINA
KING COUNTY WASHINGTON
77TH AVE NE STORM REPAIR - PHASE 1
ABBREVIATIONS, SYMBOL LEGEND AND GENERAL NOTES

SHEET: 1
OF: 13
JOB NO.: 21575
231



SURVEY CONTROL TABLE

POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
102	228425.30	1293811.75	77.50	SFMC, CENTER OF INTX EVERGREEN POINT RD & NE 8TH ST. CITY OF BELLEVUE #0074. 2" BRASS DISC WITH LARGE "X", DOWN 0.55' IN CASE.
150	231868.78	1294181.28	150.12	SFMC, 3/4" BRASS PIN W/ PUNCH SET IN CONC POST. DOWN ? IN CASE. CENTERLINE OF 77TH AVE NE AT WALKWAY B/T 1801 & 1803 77TH AVE NE.
151	232388.07	1294137.99	113.91	SFMC, PI MON. 3/4" BRASS PIN W/ PUNCH. DOWN 1.2' IN CASE. IN FRONT OF S DRIVEWAY TO 2001 77TH AVE NE.
152	232584.99	1294244.47	108.71	SFMC, 3/4" BRASS PIN W/ PUNCH SET IN CONC POST. DOWN 0.9' IN CASE. PI MON. ON 77TH AVE NE B/T 2022 & 2012 77TH AVE NE.
153	232408.06	1294228.97	113.50	SSN, 60-D NAIL AT EDGE OF GRASS AT 90-D BEND IN STONE WALKWAY IN FRONT YARD OF 1898 77TH AVE NE. 0.5' WNW OF NW CORNER 90D NW STONE. 3.2' ESE OF SE CORNER GARDEN BOX.
154	232704.71	1294247.43	109.89	SFMC, 3/4" BRASS PIN W/ PUNCH. DOWN 1.0' IN CASE. PC/PT MON. AT WALKWAY B/T 2022 & 2030 77TH AVE NE. AT MAILBOX TO 2033 77TH AVE NE.
155	232698.50	1294257.94	110.61	SSNT, 8' W OF N END OF E CURB AT CENTERLINE EXT'D OF WALKWAY N OF 2022 77TH AVE NE. 12' S50E OF MON #154.
156	233031.67	1294254.42	118.46	SSN, LARGE MAG NAIL W/ SMALL WASHER AND ORANGE FLAGGING. CENTER OF INTX 77TH AVE NE & 22ND ST NE. 5.5' W OF MANHOLE W/ "SEWER" LID.
157	233045.81	1293925.21	140.52	SFMC, LEAD W/ TACK OR BRASS PIN IN CONC. DOWN 0.5' IN CASE. CENTER OF INTX NE 22ND ST & EVERGREEN POINT RD. NO LID.
158	233705.94	1293941.40	131.24	SFMC, 2" BRASS DISC W/ "X" IN CONC. DOWN 0.??' IN CASE. CENTER OF INTX EVERGREEN POINT RD & NE 24TH ST. C.O.B. H0052-V294.
159	232360.49	1294308.01	114.39	SSN, IN EXPANSION JOINT AT TOP OF CONC RAMP ON N SIDE HOUSE 1898 77TH ST NE.
160	232341.71	1294342.93	106.50	SFRC, 1/2" REBAR W/ RPC "TERRANE 15025, 52088, 56654." SOUTH PROP CORNER OF 2012 77TH AVE NE.
1004	232693.99	1294277.16	110.19	SFRC, 1/2" REBAR W/ YPC "TRIAD 33647" NW PROP CORNER OF 2022 77TH AVE NE.
1005	232643.96	1294275.97	110.91	SFRC, 1/2" REBAR W/ YPC "TRIAD 33647" PC ON W PROP LINE OF 2022 77TH AVE NE.
1006	232555.96	1294259.41	109.93	SFRC, 1/2" REBAR W/ YPC "TRIAD 33647" SW PROP CORNER OF 2022 77TH AVE NE.
1007	232765.86	1294218.97	113.50	SFRC, 1/2" REBAR W/ YPC "MS WEBB LS 16230" NE PROP CORNER OF 2033 77TH AVE NE.
1344	232442.19	1294189.53	112.50	SFLT, FOUND LEAD W/ TACK IN TOP OF CURB, E SIDE 77TH AVE NE AT PROP LINE BETWEEN 1898 AND 2012 77TH AVE NE. NORTHERLY OF TWO.
1345	232435.20	1294185.83	112.79	SFLT, FOUND LEAD W/ TACK IN TOP OF CURB, E SIDE 77TH AVE NE AT PROP LINE BETWEEN 1898 AND 2012 77TH AVE NE. SOUTHERLY OF TWO.
1765	232341.61	1294384.35	102.35	SFRC, 5/8" REBAR W/ DESTROYED/ILLEGIBLE YPC.
HORIZONTAL DATUM:			NAD83/11	WASHINGTON COORDINATE SYSTEM, NORTH ZONE, GRID NORTH, HOLDING C.O.B. (BELNET 2011) PUBLISHED CONTROL #0332/291, #0074/292, #2454/287, #0075, SCALED TO GROUND AT 102, AVG CGF=0.9999801655
VERTICAL DATUM:			NAVD88	HOLDING C.O.B. 287, 291 & 292

CENTERLINE 77TH - CONSTRUCTION CENTERLINE ALIGNMENT												
SEGMENT	BEGIN STATION	BEGIN NORTHING	BEGIN EASTING	END STATION	END NORTHING	END EASTING	DISTANCE	BEARING	RADIUS	TANGENT	CURVE LENGTH	DELTA
L1	0+00.00	232,270.62	1,294,147.77	0+53.99	232,324.43	1,294,143.30	53.99	N4°45'21"W				
C1	0+53.99	232,324.43	1,294,143.30	1+78.15	232,444.27	1,294,168.38			214.56	63.87	124.16	33°09'22"
L2	1+78.15	232,444.27	1,294,168.38	2+78.39	232,532.44	1,294,216.06	100.24	N28°24'01"E				
C2	2+78.39	232,532.44	1,294,216.06	3+95.64	232,644.70	1,294,245.94			248.96	59.73	117.25	26°59'01"
L3	3+95.64	232,644.70	1,294,245.94	4+55.67	232,704.71	1,294,247.43	60.03	N1°25'00"E				
L4	4+55.67	232,704.71	1,294,247.43	6+08.12	232,857.13	1,294,250.69	152.45	N1°13'28"E				

**BURIED UTILITIES IN AREA
CALL BEFORE YOU DIG
1-811**

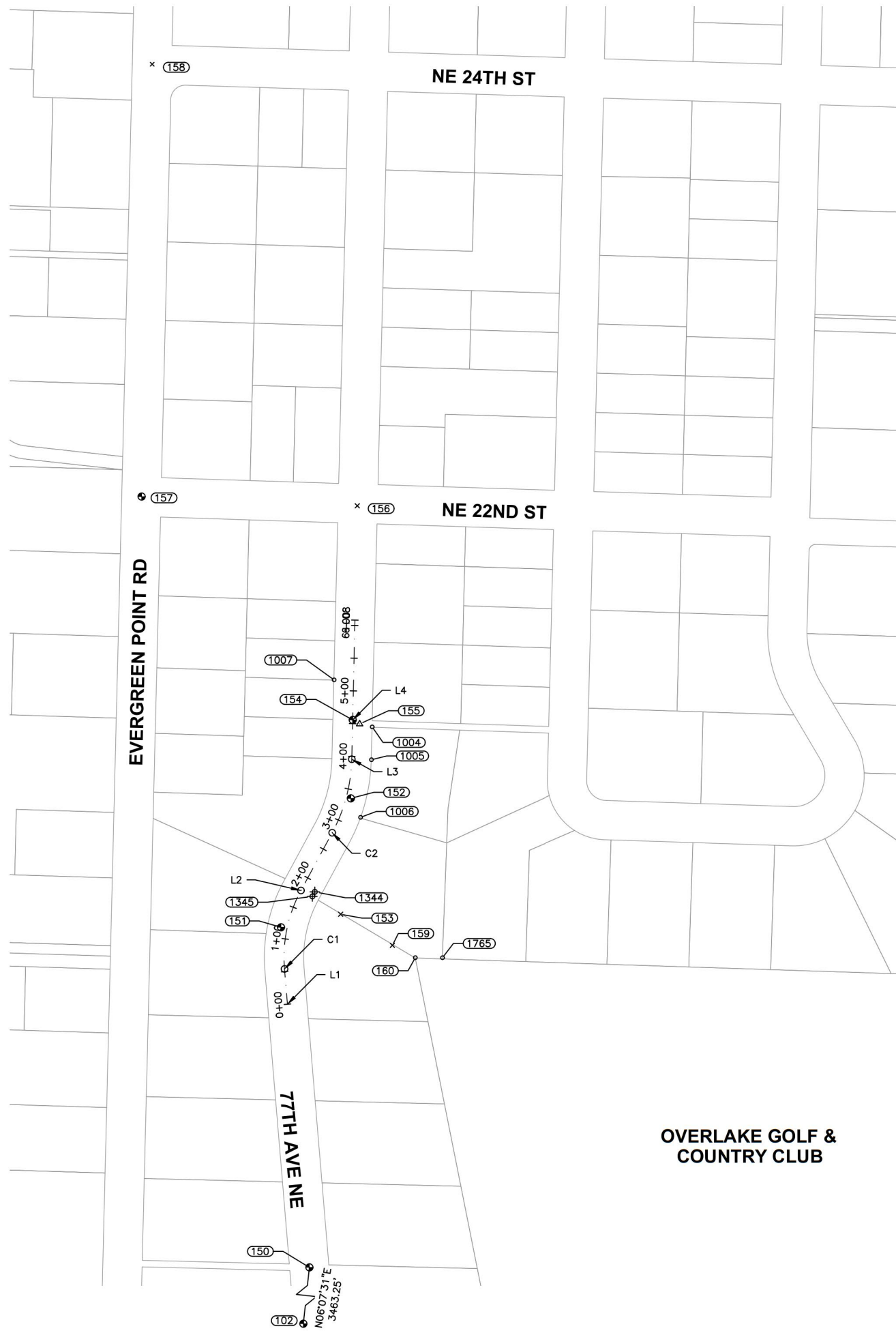
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RIGHT-OF-WAY DISCLAIMER

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TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY



**OVERLAKE GOLF &
COUNTRY CLUB**

ATTACHMENT 1



Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 180TH STREET NE, BLDG. B, SUITE 210
Arlington, WA 98223 • (509) 434-3460

DATE:	OCT 2021
DRAWN:	SEM
CHECKED:	RWK
APPROVED:	RWK

		APPD
		DATE
		REVISION
		No.



CITY OF MEDINA

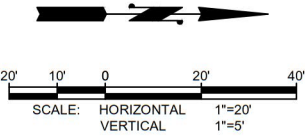
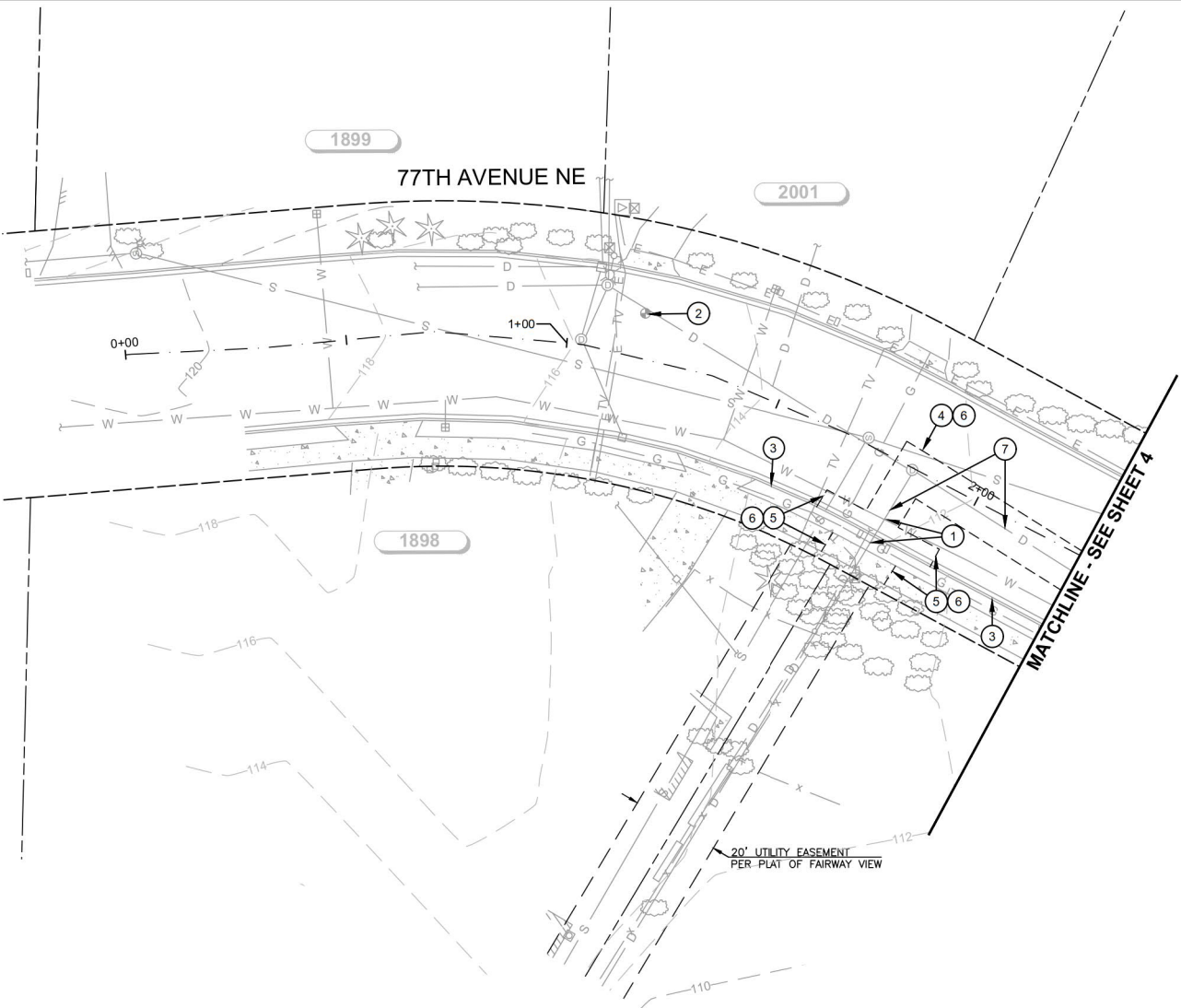
KING COUNTY

WASHINGTON

77TH AVE NE STORM REPAIR - PHASE 1

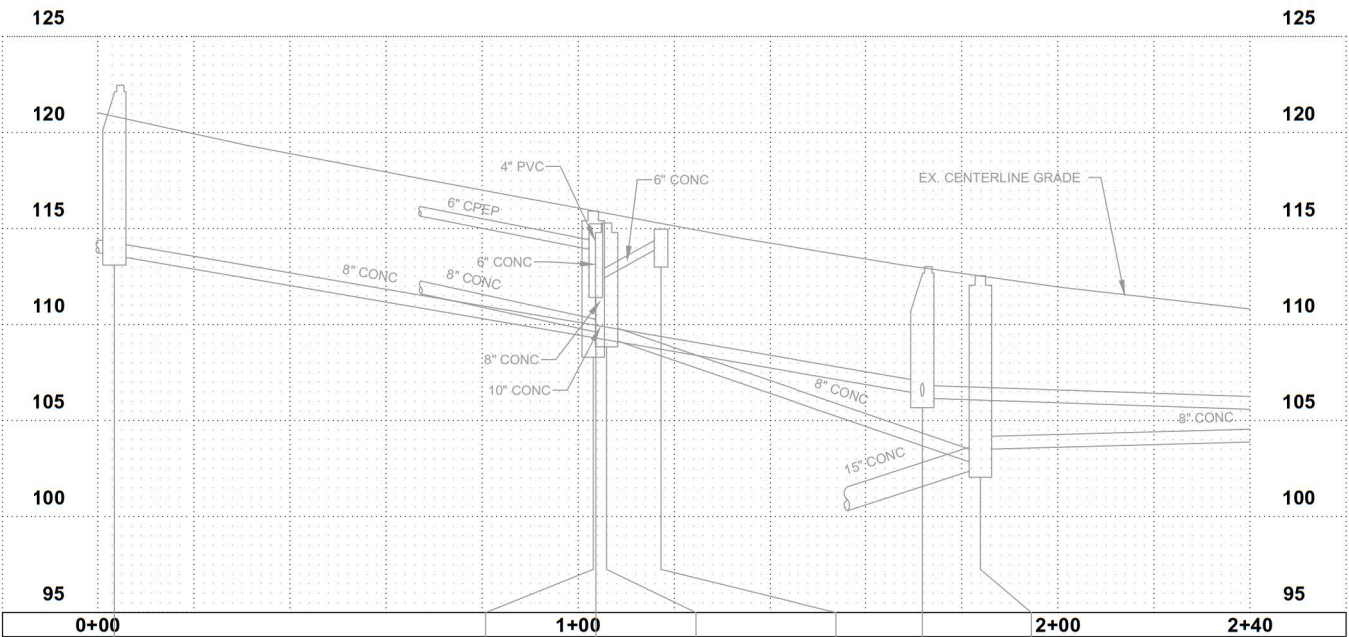
EXISTING PLAN, PROFILE AND DEMO

SHEET:	3
OF:	13
JOB NO.:	21575
	233



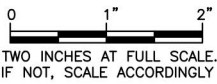
DEMOLITION NOTES

- CAUTION: POTENTIAL UTILITY CONFLICT. VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EXISTING UTILITY. SEE ORDER OF WORK.
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- PROTECT EXISTING CURB, CURB AND GUTTER, SIDEWALK, BOLLARD, LUMINAIRE, WALL, TREE, LANDSCAPING, SHRUB, IRRIGATION SYSTEM, FIRE HYDRANT, DURING CONSTRUCTION.
- SAWCUT EXISTING PAVEMENT.
- SAWCUT EXISTING CURB AND/OR SIDEWALK TO NEAREST FULL JOINT AND PROVIDE CLEAN EDGE.
- REMOVE AND WASTEHAUL EXISTING CURB, CURB AND GUTTER, SIDEWALK, PAVEMENT, PER THE SPECIFICATIONS. COORDINATE WITH PROPERTY OWNER(S) AS REQUIRED.
- REMOVE AND WASTEHAUL EXISTING STORM DRAINAGE STRUCTURE(S)/PIPE.
- PROVIDE BYPASS PUMPING OF STORM RUNOFF.



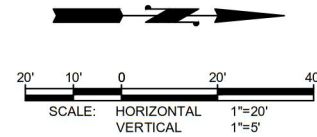
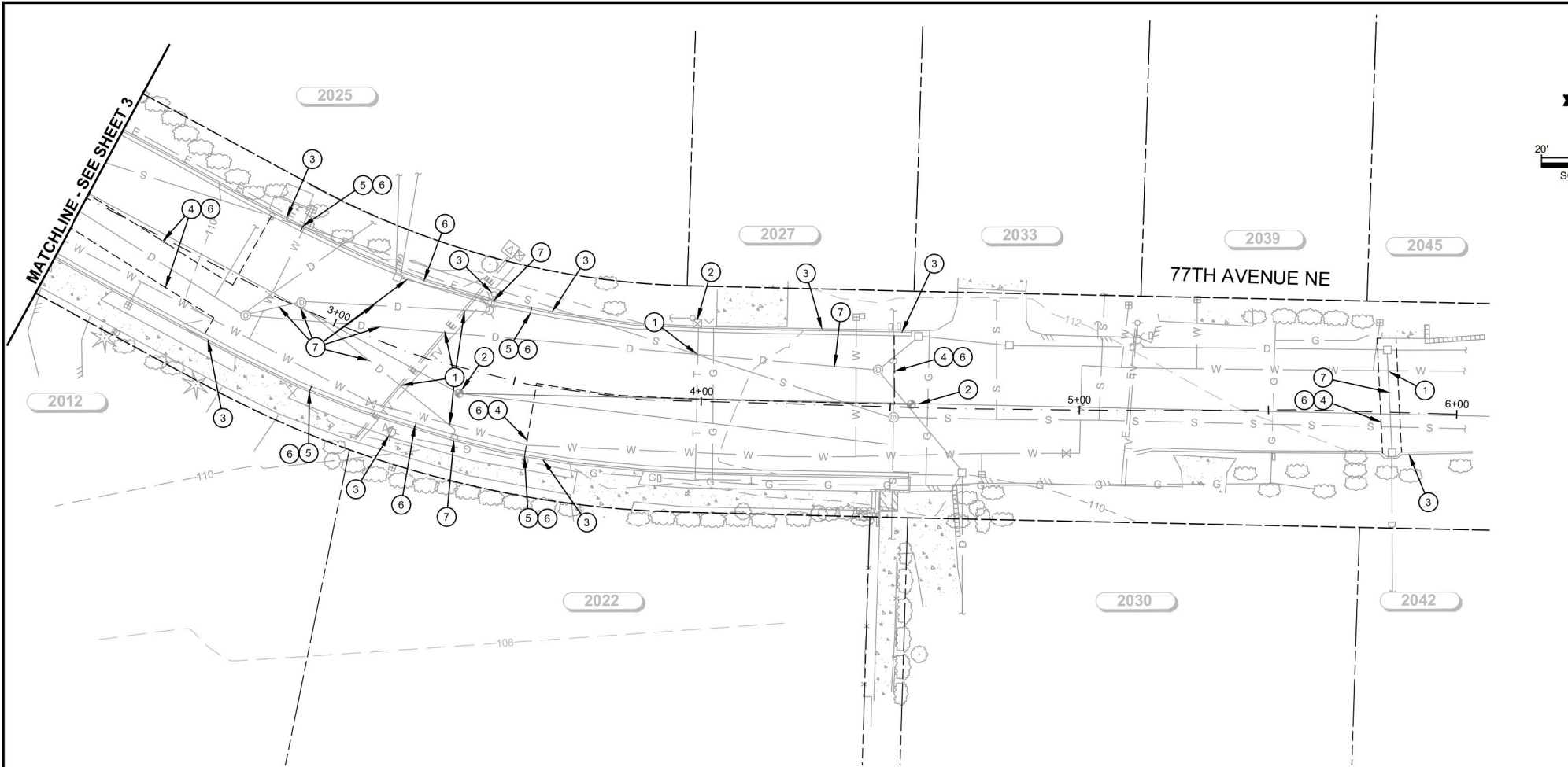
**BURIED UTILITIES IN AREA
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1-811**
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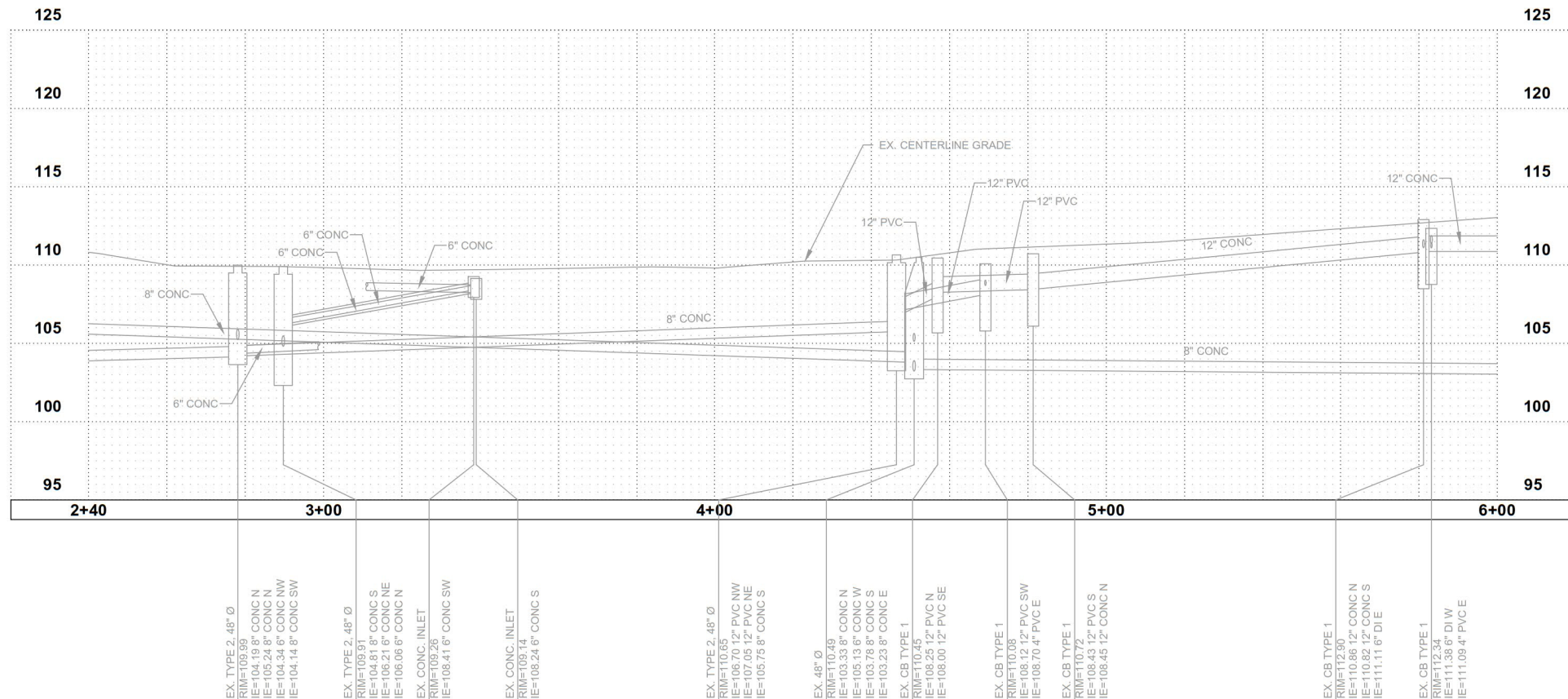
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

m:\Medina\21575 77th ave storm\02 plan\set\Civil\EXISTING PLAN--PROFILE AND DEMO.dwg, 10/20/2021 5:32 PM, CHRIS BACON



DEMOLITION NOTES

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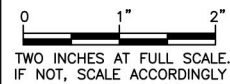


BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811

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ATTACHMENT 1



3710 188TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, WA 98223 • (509) 434-5960

DATE: OCT 2021	SEM	RWK	RWK
DRAWN:		CHECKED:	
APPROVED:			

No.	REVISION	DATE	APPD



CITY OF MEDINA
KING COUNTY WASHINGTON
77TH AVE NE STORM REPAIR - PHASE 1
EXISTING PLAN, PROFILE AND DEMO

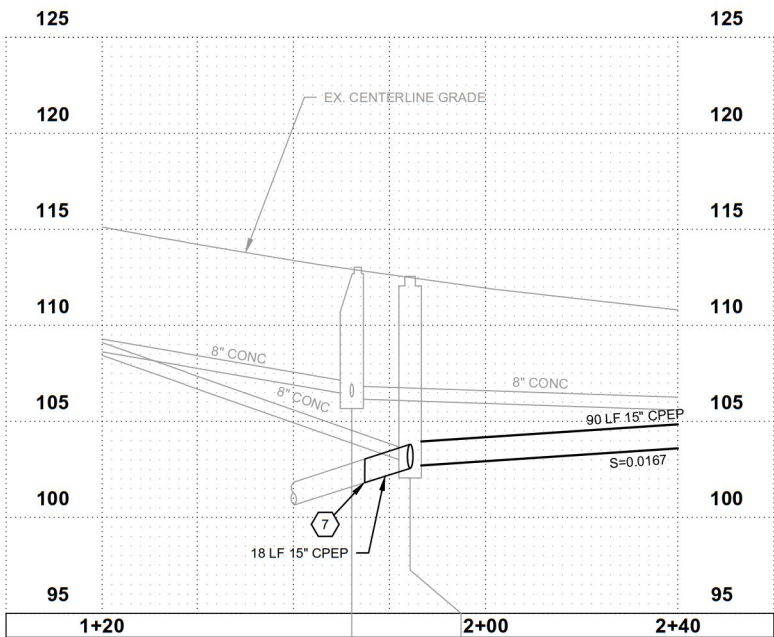
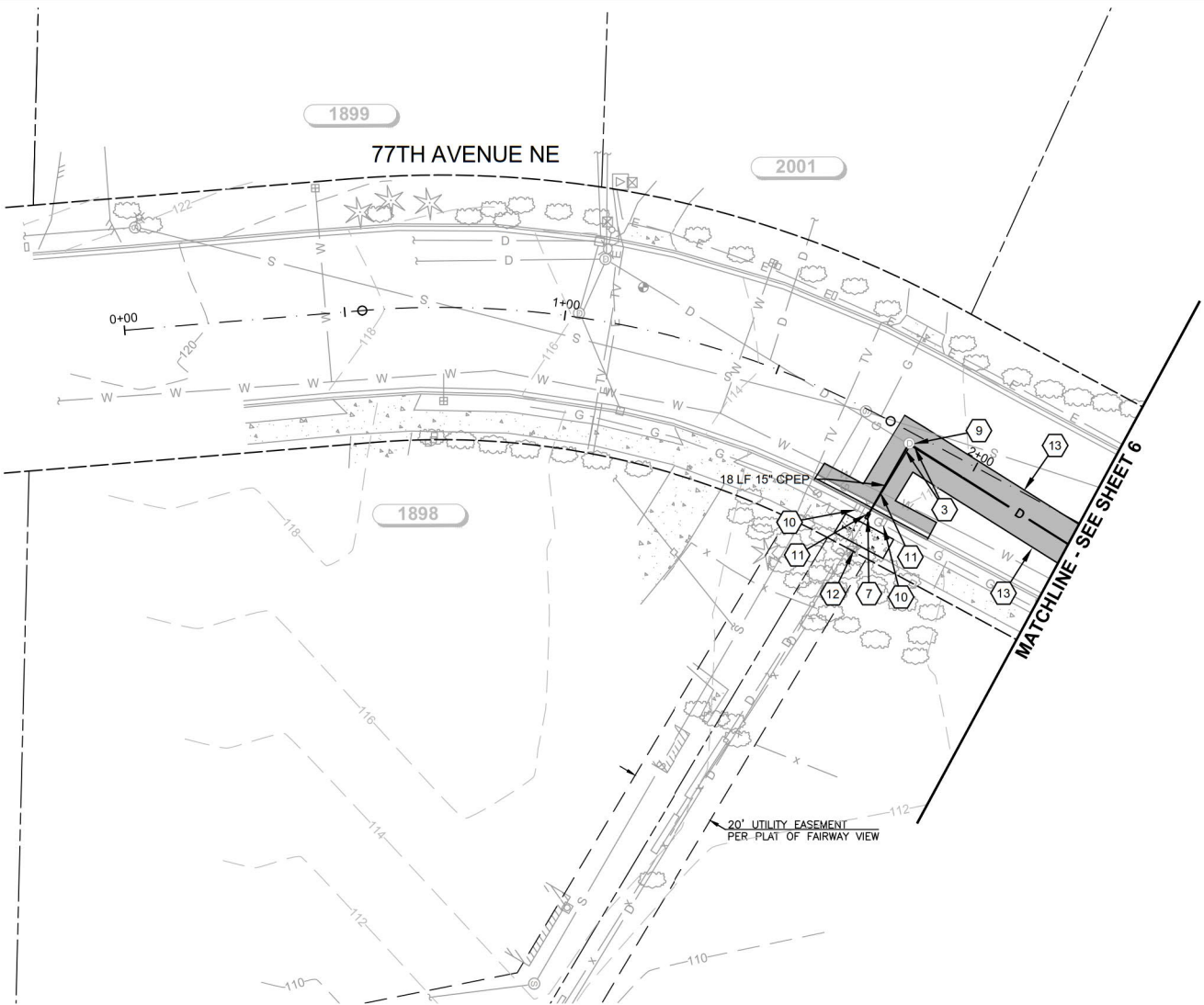
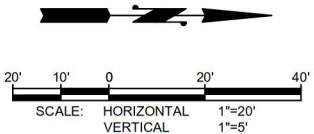
SHEET: 4
OF: 13

JOB NO.: 21575

234

CONSTRUCTION NOTES

1. PROTECT EXISTING UTILITY POLE / PEDESTAL / VAULT / MONUMENT DURING CONSTRUCTION. SEE GENERAL NOTE 2 SHEET 1.
2. EXISTING UTILITY VAULT / MANHOLE / PEDESTAL TO BE ADJUSTED TO GRADE BY OTHERS. COORDINATE WORK WITH UTILITY REPRESENTATIVE SEE GENERAL NOTE 2 SHEET 1.
3. CONNECT NEW STORM PIPE TO EXISTING CATCH BASIN. CORE DRILL IF KNOCK OUT IS NOT PRESENT, SEE DETAIL SHEET 8.
4. CONNECT EXISTING STORM PIPE TO NEW CATCH BASIN / PIPE. ADJUST EXISTING CATCH BASIN TO GRADE.
6. FURNISH AND INSTALL TRAFFIC CURB, PER DETAIL, SHEET 9.
7. CONNECT NEW STORM PIPE TO EXISTING STORM PIPE.
8. REMOVE EXISTING PIPE TO MIS-ALIGNED JOINT AND CONNECT NEW PIPE WITH COUPLING.
9. REMOVED / SPARE
8. REMOVE EXISTING RING/COVER AND REPLACE WITH NEW RING AND COVER. STAMPED "STORM".
10. REMOVE AND REPLACE MAILBOX WITH NEW MATCHING POST, BEDDED IN CONCRETE.
11. **CAUTION:** POTENTIAL UTILITY CONFLICT. VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EXISTING UTILITY. SEE ORDER OF WORK.
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13. SEAL JOINT (WHERE APPLICABLE) THEN APPLY SAND BLANKET TO THE SURFACE JOINT.



EX. 48" Ø	
RIM=113.02	
IE=106.17 8" CONC N	
IE=106.37 8" CONC S	
IE=106.27 8" CONC SE	
EX. TYPE 2, 48" Ø	
RIM=112.55	
IE=102.65 8" CONC SW	
IE=102.55 15" CONC SE	
IE=102.70 15" CPEP NE	

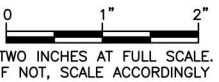
EX. TYPE 2, 48" Ø
RIM=112.55
IE=102.65 8" CONC SW
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CONSULTING ENGINEERS
3710 180TH STREET NE, BLDG. B, SUITE 210
Arlington, WA 98223 • (509) 434-3460

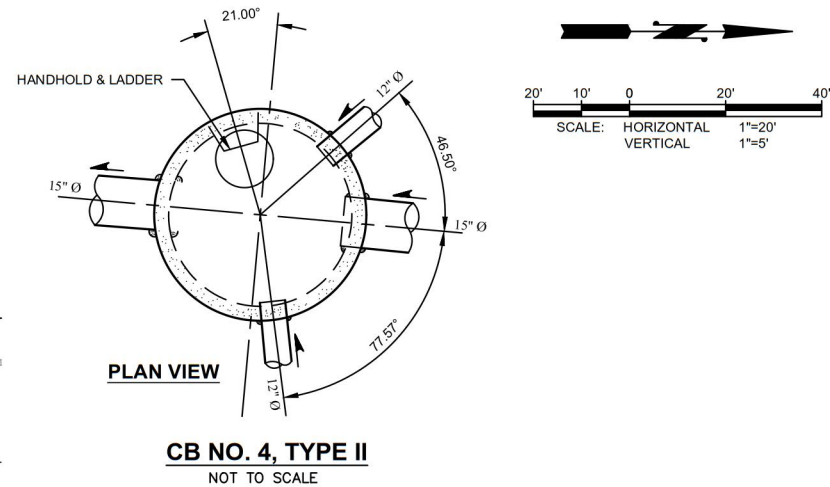
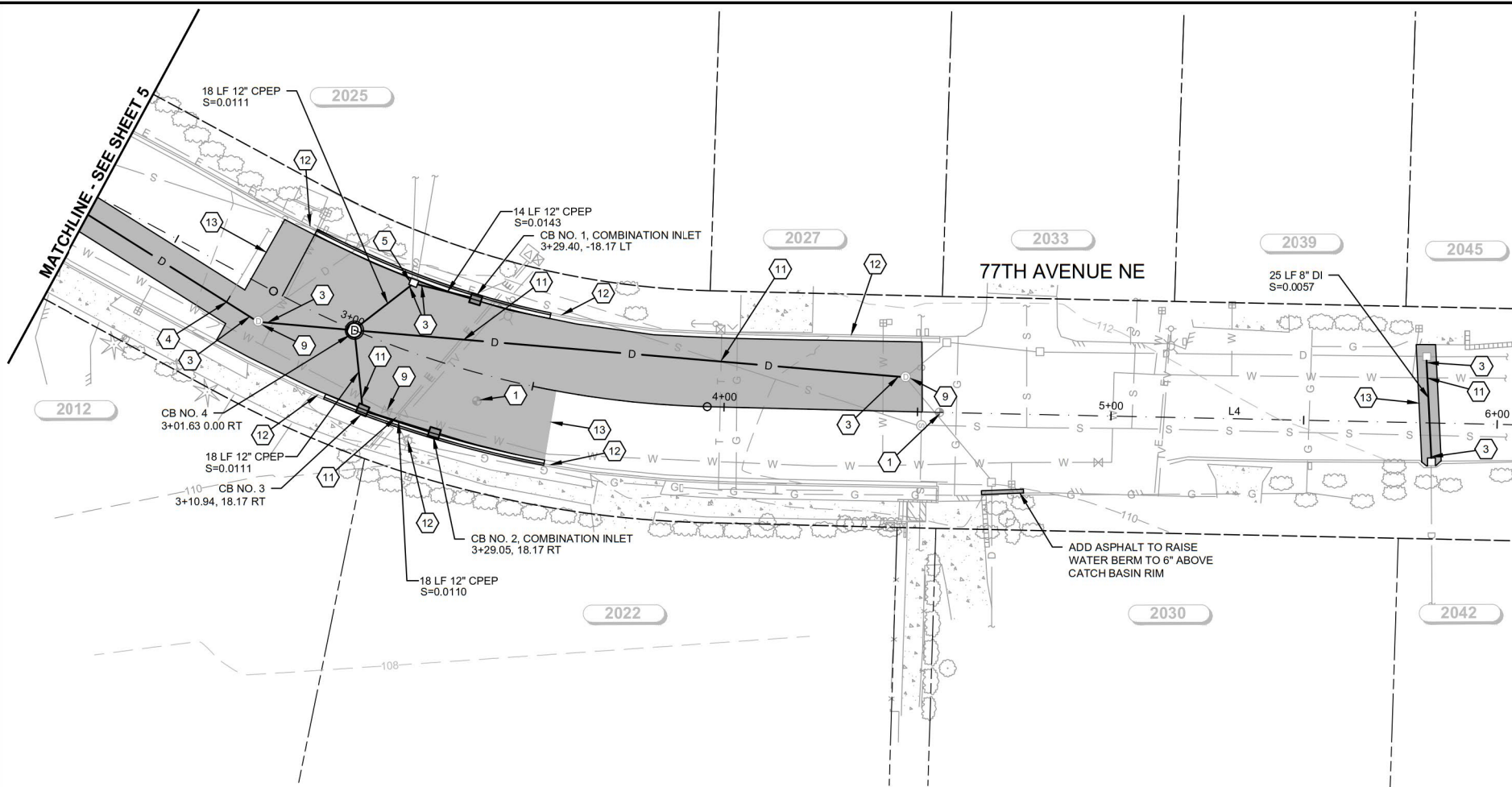
DATE:	OCT 2021	SEM:		RWK:	
DRAWN:		CHECKED:		APPROVED:	

	APPD
DATE	REVISION
	No.



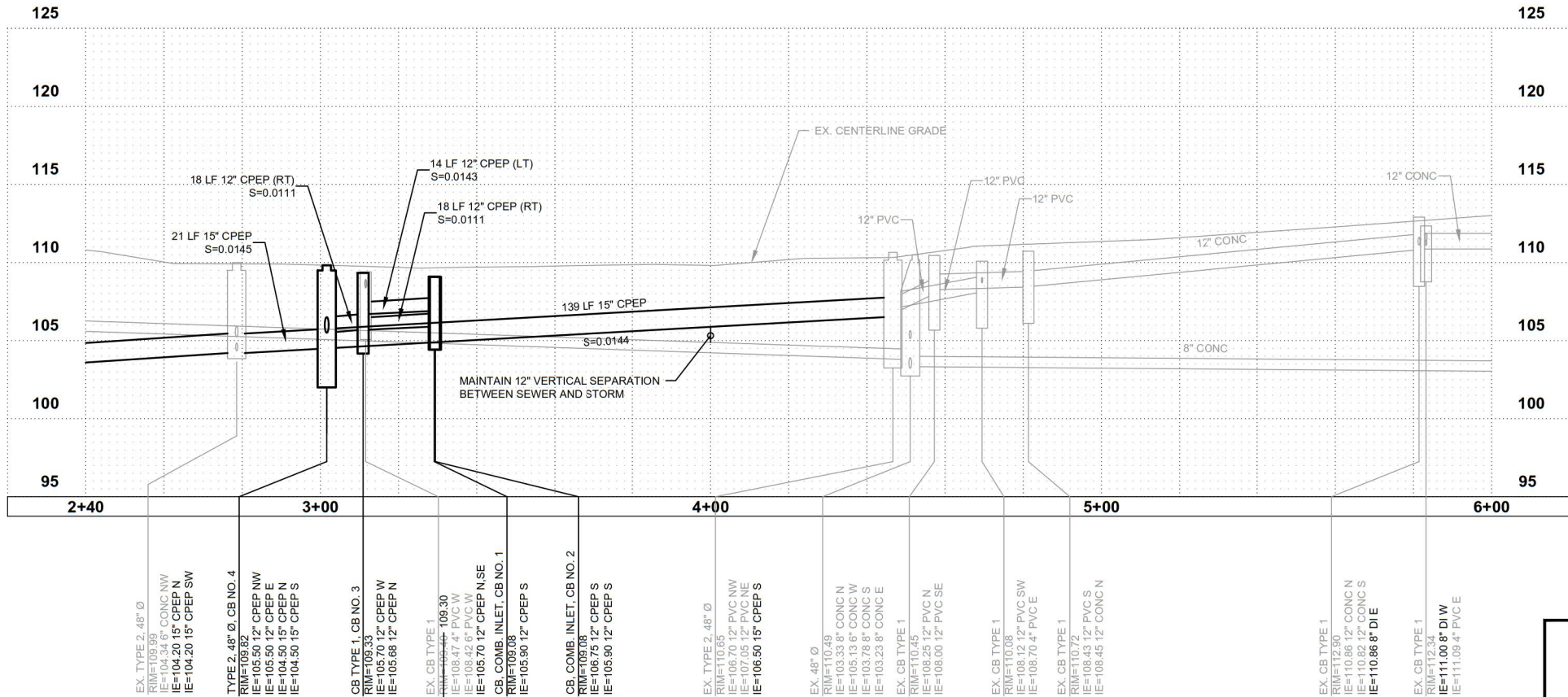
CITY OF MEDINA
KING COUNTY WASHINGTON
77TH AVE NE STORM REPAIR - PHASE 1
PROPOSED PLAN & PROFILE

SHEET:	6
OF:	13
JOB NO.:	21575
	236



CONSTRUCTION NOTES

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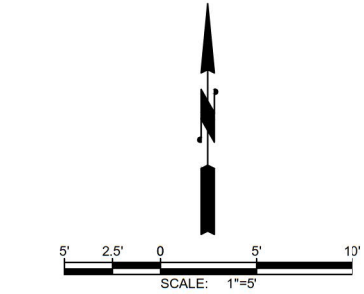
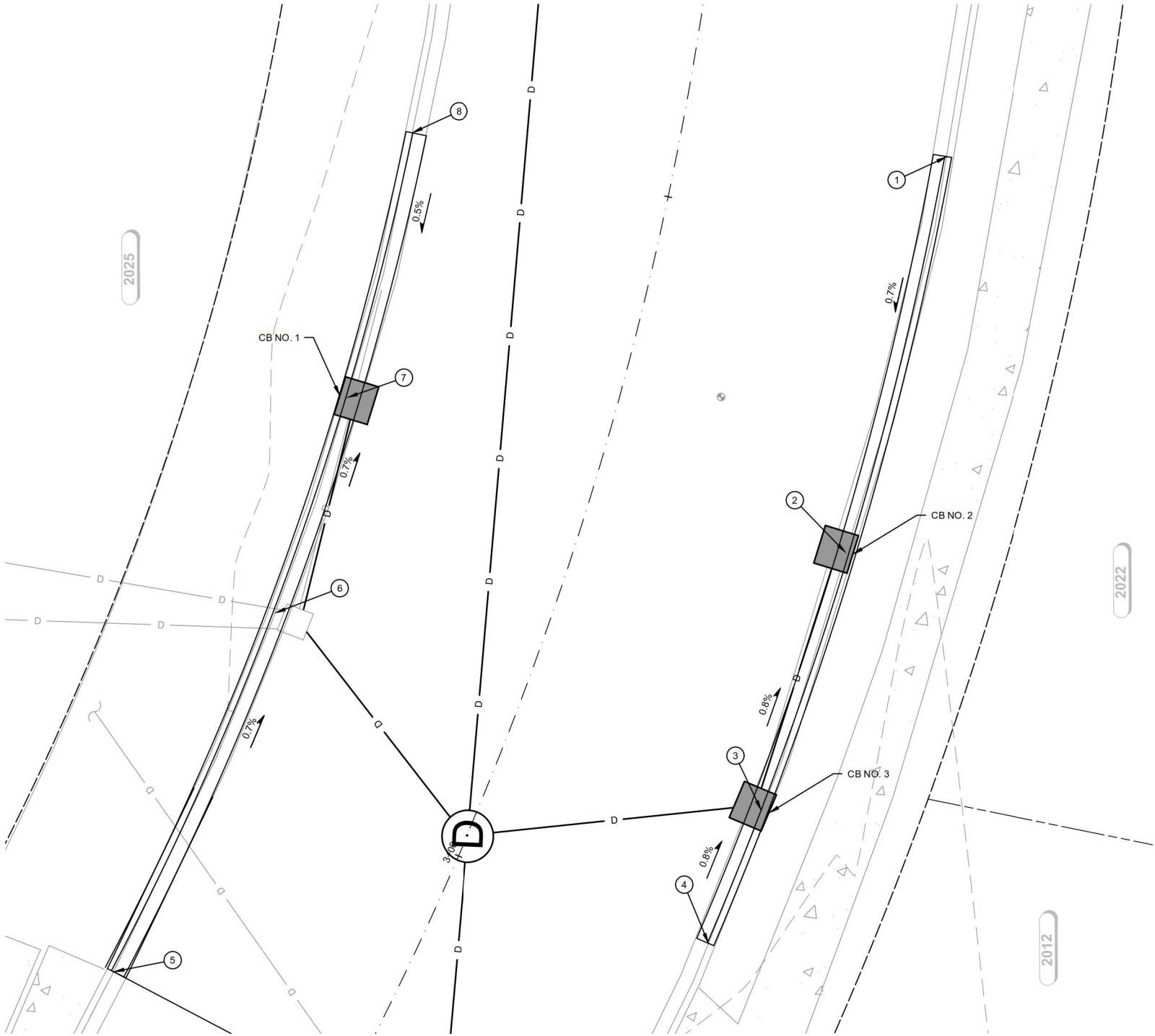


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0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

M:\Medina\21575 77th Ave Storm\02 PLANSET\Civil\PROPOSED PLAN & PROFILE.dwg, 10/21/2021 9:00 AM, CHRIS BACON

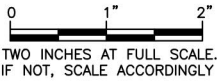


FLOWLINE TABLE			
NUMBER	STATION	OFFSET	FLOWLINE ELEVATION
1	3+52.41	MATCH EX.	MATCH EX.
2	3+29.07	19.00 RT	109.18
3	3+10.88	19.00 RT	109.33
4	3+01.30	MATCH EX.	MATCH EX.
5	2+81.30	MATCH EX.	MATCH EX.
6	3+11.72	19.00 RT	109.30
7	3+29.46	19.00 RT	109.18
8	3+50.75	MATCH EX.	MATCH EX.

NOTE:
CONTRACTING AGENCY SHALL APPROVE CURB LAYOUT PRIOR TO INSTALLATION.

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CITY OF MEDINA
KING COUNTY WASHINGTON
77TH AVE NE STORM REPAIR - PHASE 1
CURB PLAN & TABLE



DATE: OCT 2021
DRAWN: SEM
CHECKED: RWK
APPROVED: RWK

No.	REVISION	DATE	APPD

ATTACHMENT 1



Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, WA 98223 • (509) 434-5460

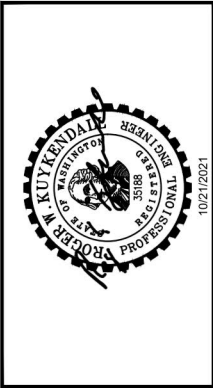
ATTACHMENT 1



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3710 180TH STREET NE, BLDG. B, SUITE 210
Arlington, WA 98223 • (509) 434-3460

DATE: OCT 2021	SEM	RWK	RWK
DRAWN:		CHECKED:	APPROVED:

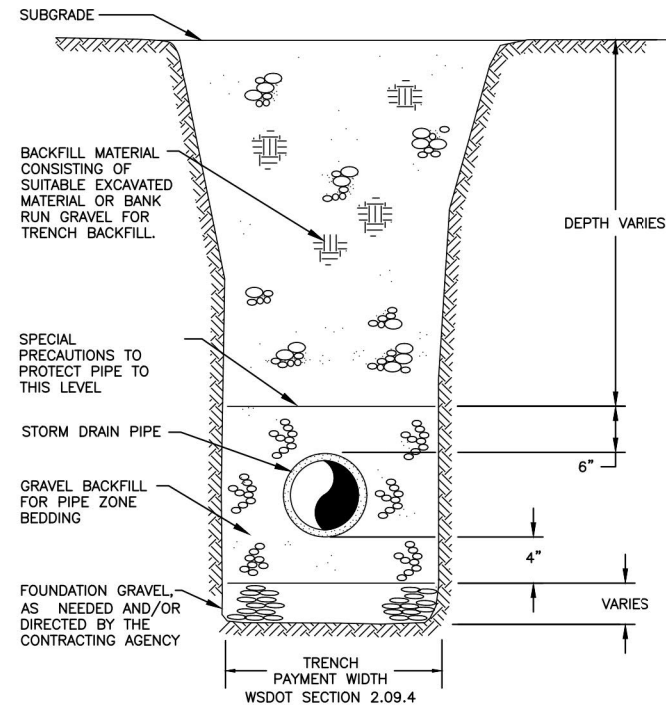
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	DATE
	REVISION
No.	



CITY OF MEDINA
KING COUNTY
WASHINGTON

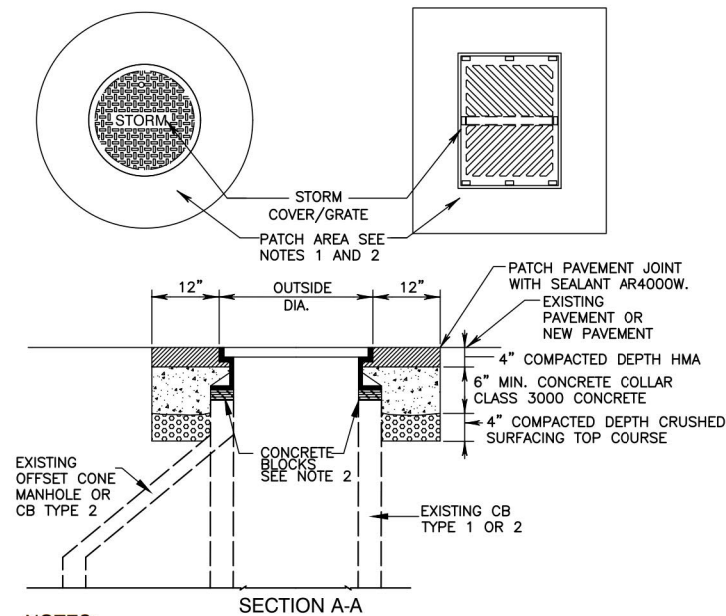
77TH AVE NE STORM REPAIR - PHASE 1
DETAILS

SHEET: 8	OF: 13	238
JOB NO.: 21575		



STORM DRAIN PIPE TRENCH SECTION

NTS

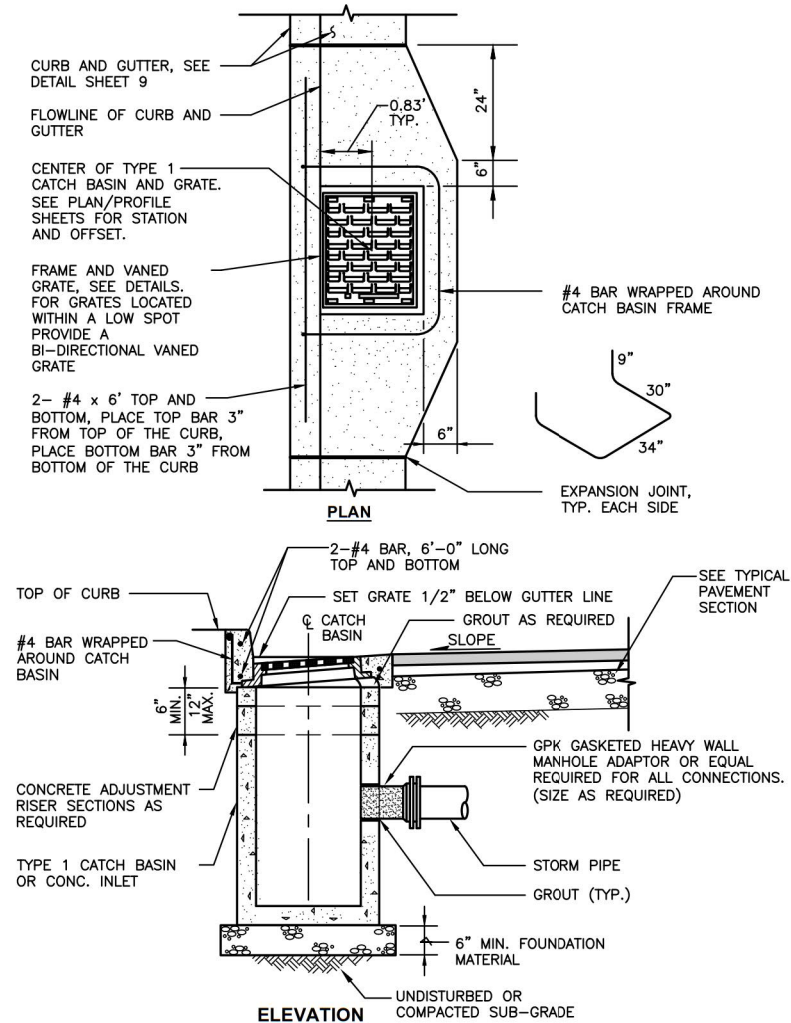


NOTES:

1. REMOVE PAVEMENT AND BASE MATERIALS FOR A DISTANCE WHICH IS EQUAL TO THE DIAMETER OF THE FRAME PLUS TWO FEET. ADJUST CASTING FRAME TO NEW PAVEMENT SURFACE USING CONCRETE BLOCKS & CONCRETE GROUT.
2. 2"x4"x8" SOLID BRICK USED FOR FINAL ADJUSTMENT TO GRADE. 6" HIGH MAX.

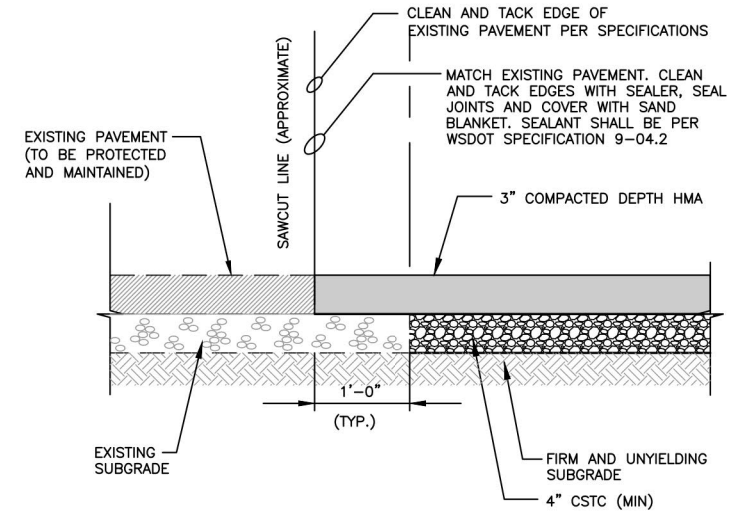
MANHOLE-FRAME AND COVER ADJUSTMENT DETAIL

NOT TO SCALE



TYPE 1 CATCH BASIN INSTALLATION DETAIL W/ CURB AND GUTTER

NOT TO SCALE

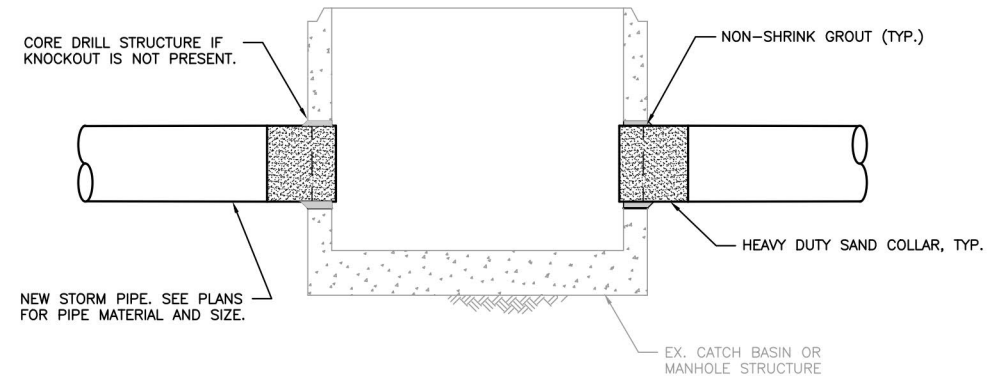


NOTES:

1. ALL JOINTS SHALL BE FULL DEPTH SAW CUT.
2. ALL CATCH BASINS, VALVES AND OTHER APPURTENANCES SHALL BE TACK COATED WITH AN ASPHALT EMULSION PRIOR TO THE APPLICATION OF ASPHALT CONCRETE.
3. COMPACTED ASPHALT CONCRETE SHALL NOT EXTEND MORE THAN 1/8" ABOVE THE EXISTING SURFACE.
4. ALL BACKFILL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR, ASTM D1557.

HMA BUTT JOINT DETAIL / PAVEMENT SECTION

NOT TO SCALE



NOTE: APPLIES TO SMOOTH WALL PIPE.

STORM PIPE CONNECTION TO EXISTING CATCH BASIN DETAIL

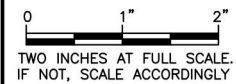
NTS

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Gray & Osborne, Inc.

CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 2100
ARLINGTON, WA 98223 • (360) 454-5490

DATE: OCT 2021
DRAWN: SEM
CHECKED: RWK
APPROVED: RWK

No.	REVISION	DATE	APPD

CITY OF MEDINA
COUNTY WASHINGTON

KING COUNTY

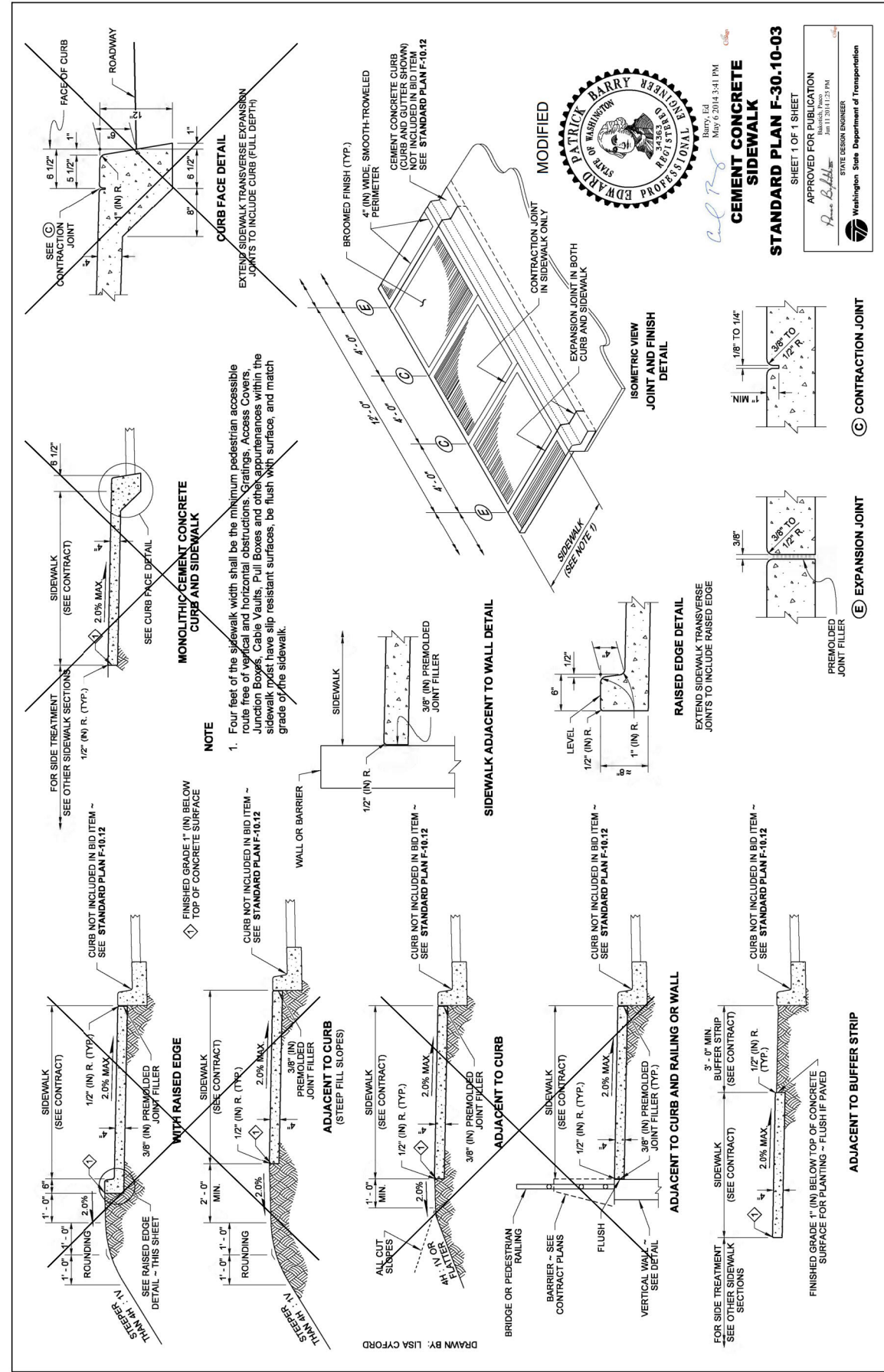
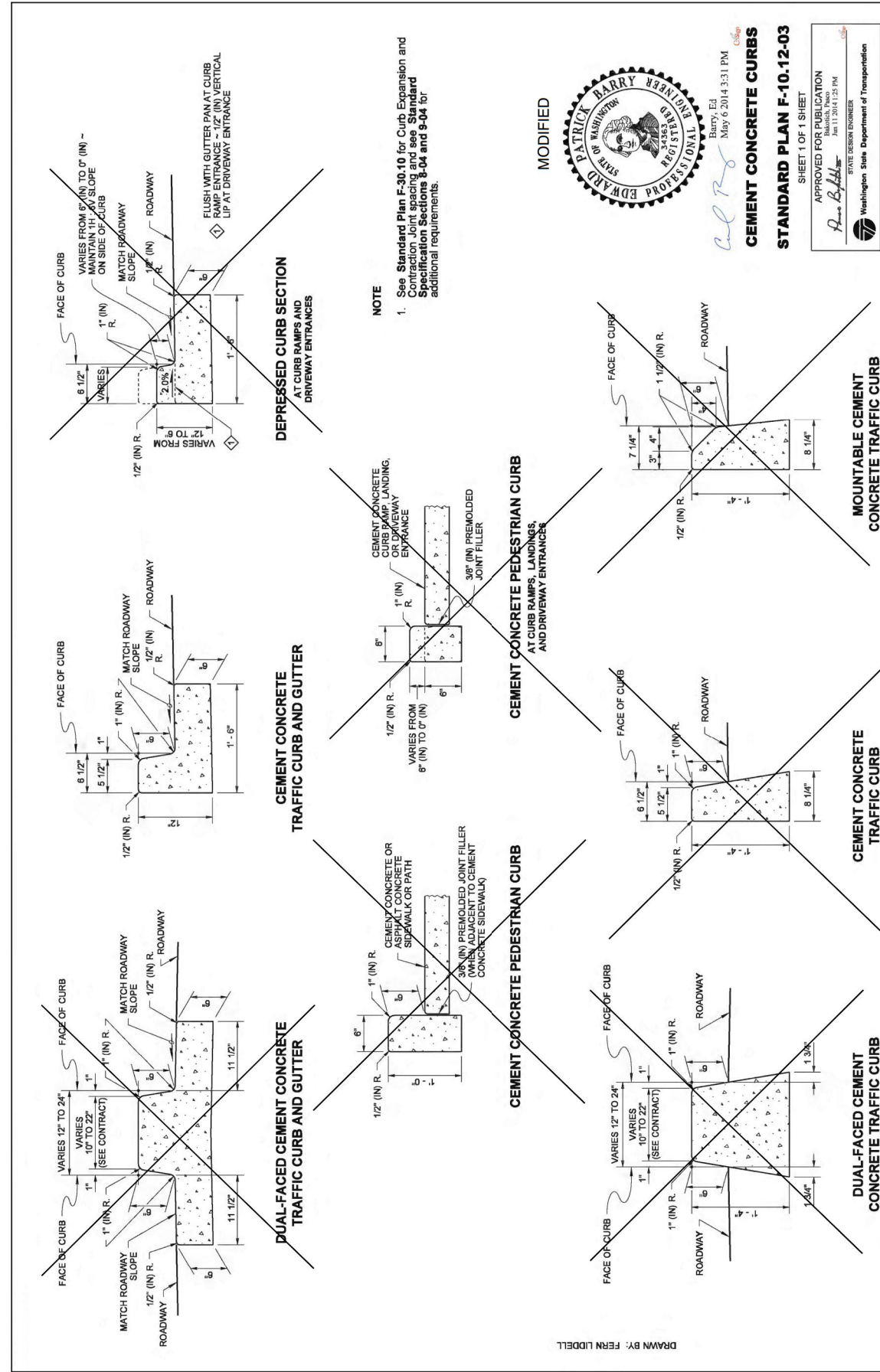
77TH AVE NE STORM REPAIR - PHASE 1

ROADWAY DETAILS

SHEET: 9
OF: 13

JOB NO.: 21575

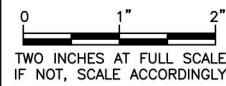
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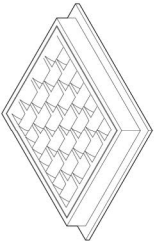
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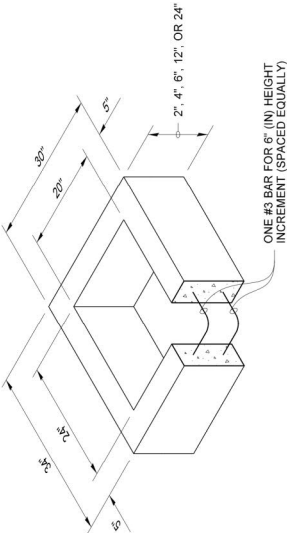
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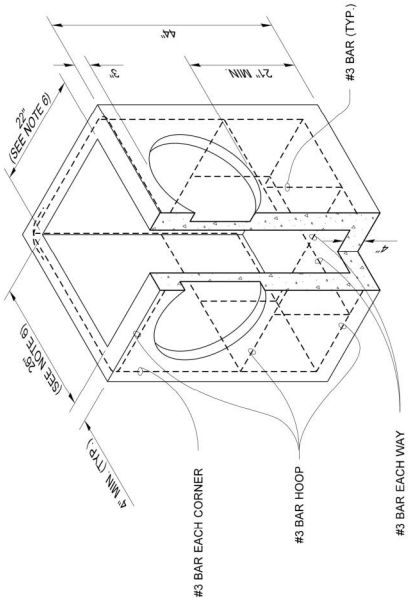
DRAWN BY: LISA CYFORD



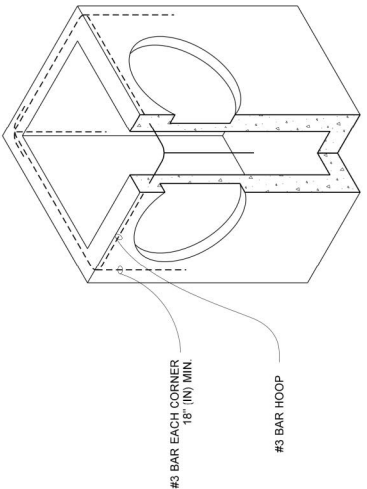
FRAME AND VANED GRATE



RECTANGULAR ADJUSTMENT SECTION



PRECAST BASE SECTION



ALTERNATIVE PRECAST BASE SECTION

PIPE ALLOWANCES	
PIPE MATERIAL	MAXIMUM INSIDE DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	12"
ALL METAL PIPE	15"
CRSSP ★ (STD. SPEC. SECT. 9-05.20)	12"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	15"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	15"

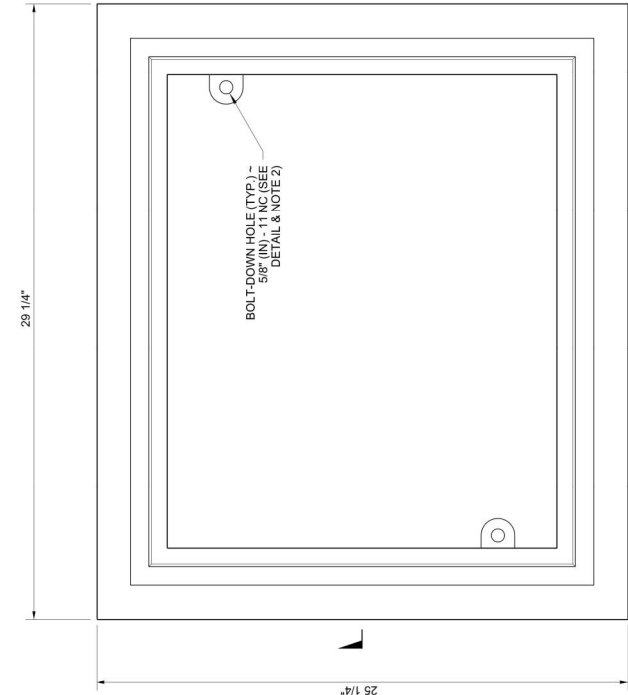
★ CORRUGATED POLYETHYLENE STORM SEWER PIPE

NOTES

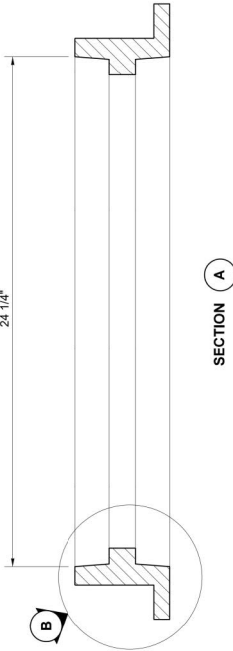
- As acceptable alternatives to the rebar shown in the **PRECAST BASE SECTION**, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the **ALTERNATIVE PRECAST BASE SECTION**. Wire mesh shall not be placed in the knockouts.
- The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with **Standard Specification Section 9-04.3**.
- The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).
- The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.
- The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1 : 24 or steeper.
- The opening shall be measured at the top of the **Precast Base Section**.
- All pickup holes shall be grouted full after the basin has been placed.



Julie Helman
Professional Engineer
No. 41819
Jan 25 2017 2:53 PM
CATCH BASIN TYPE 1
STANDARD PLAN B-5.20-02



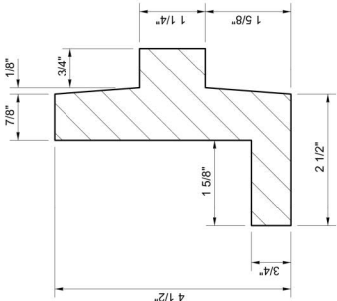
TOP



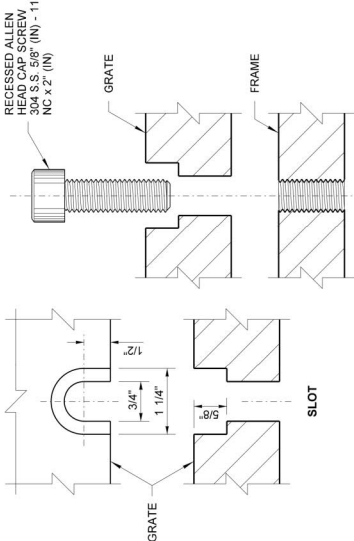
SECTION A

NOTES

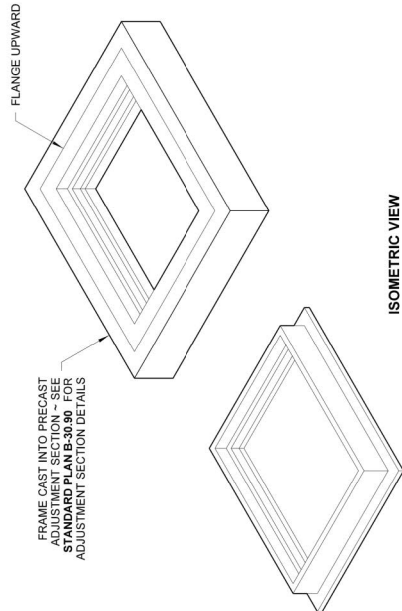
- This frame is designed to accommodate 20" (in) x 24" (in) grates or covers as shown on **Standard Plans B-30.20, B-30.30, B-30.40, and B-30.50**.
- Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
- Refer to **Standard Specification Section 9-05.15 and 9-05.15(2)** for additional requirements.



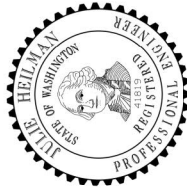
DETAIL B



BOLT-DOWN DETAILS
SEE NOTE 2



ISOMETRIC VIEW
SHOWING THE VARIATIONS



Julie Helman
Professional Engineer
No. 41819
Feb 20 2018 12:52 PM
RECTANGULAR FRAME (REVERSIBLE)
STANDARD PLAN B-30.10-03



**BURIED UTILITIES IN AREA
CALL BEFORE YOU DIG
1-811**
EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH

RIGHT-OF-WAY DISCLAIMER
THE RIGHT-OF-WAY AND/OR PROPERTY LINES SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION, NOT ON A SURVEYED LOCATION AND ARE ONLY APPROXIMATE.

0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

SHEET: 10
OF: 13

JOB NO.: 21575

240

CITY OF MEDINA
KING COUNTY WASHINGTON
77TH AVE NE STORM REPAIR - PHASE 1
STORM DRAINAGE DETAILS



10/21/2021

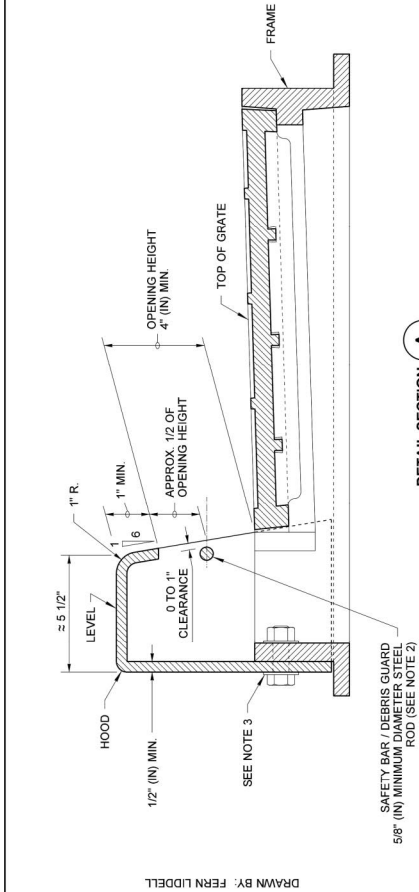
DATE: OCT 2021
DRAWN: SEM
CHECKED: RWK
APPROVED: RWK

No.	REVISION	DATE	APPD



Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, WA 98223 • (360) 454-5490

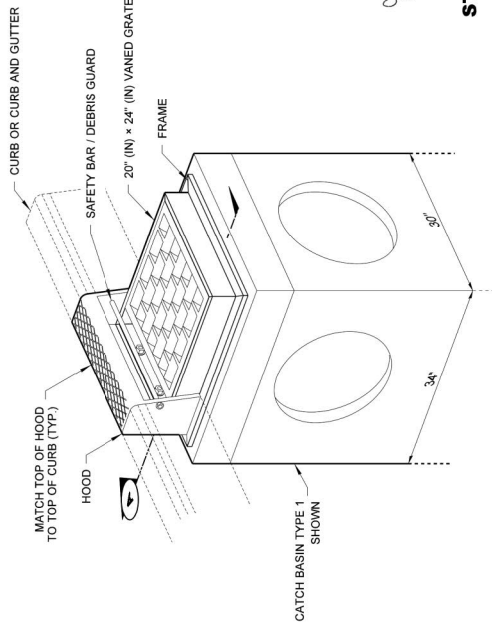
AGENDA ITEM 5.5



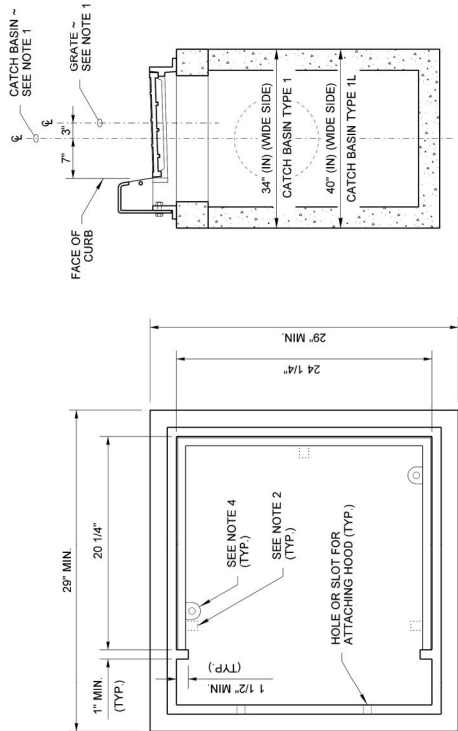
NOTES

1. This inlet requires the precast catch basin unit to be rotated 90 degrees so that the narrow side is parallel to the curb line. When calculating offsets from curb to centerline (CL) of the precast catch basin, please note that the CL of the grate is not the CL of the precast catch basin. See **Section A**.
2. The dimensions of the frame and hood may vary slightly among different manufacturers. The Frame may have cast features intended to support a debris guard. Hood units may be mounted inside or outside of the frame. The methods for fastening the safety bar / debris guard rod to the hood may vary. The hood may include casting lugs. The top of the hood may be cast with a pattern.
3. Attach the hood to the frame with two 3/4" (in) x 2" (in) hex head bolts, nuts, and oversize washers. The washers shall have diameters adequate to ensure full bearing across the slots.
4. Bolt-down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide two holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer. See **BOLT-DOWN DETAIL, Standard Plan B-30.10**.
5. Only ductile iron Vaned Grates shall be used. See **Standard Plans B-30.30 and B-30.40** for grate details. Refer to **Standard Specification Section 9-05.15(2)** for additional requirements.
6. This plan is intended to show the installation details of a manufactured product. This plan is not intended to show the specific details necessary to fabricate the castings depicted in this drawing.

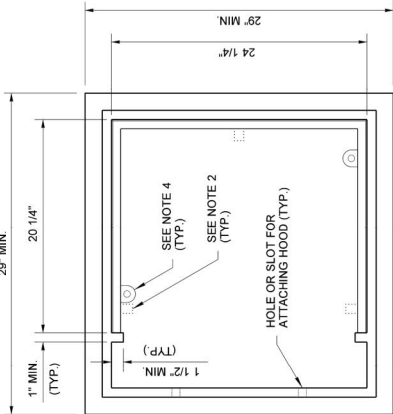
DETAIL SECTION A



ISOMETRIC VIEW
COMBINATION INLET
FRAME, HOOD, AND VANED GRATE



SECTION A

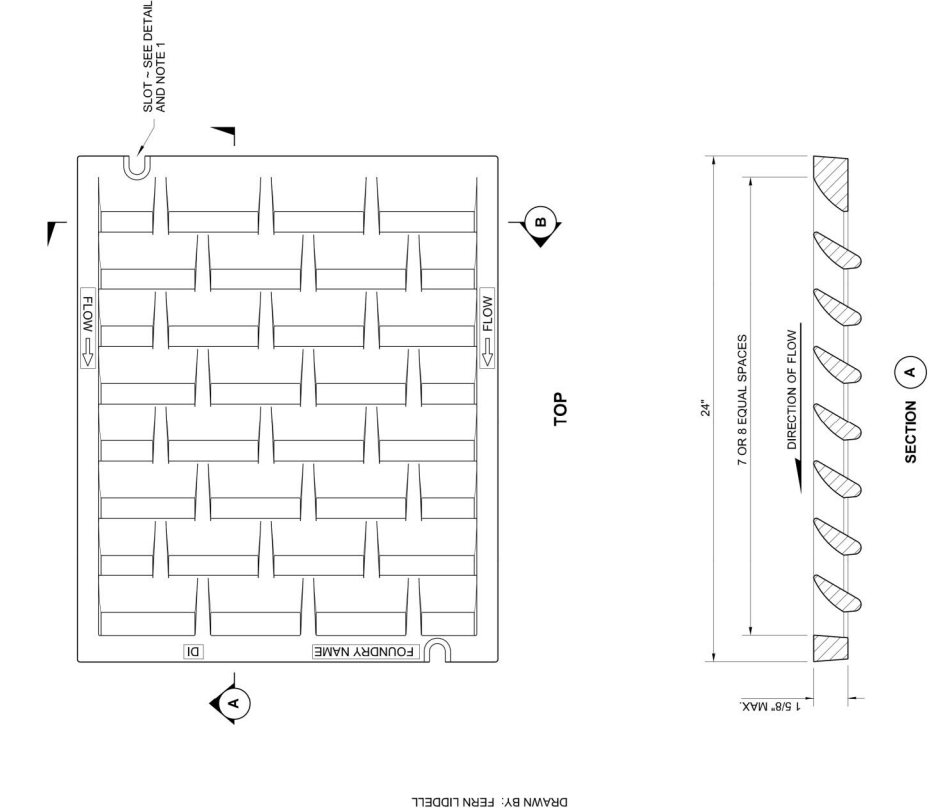


TOP VIEW
FRAME DETAIL

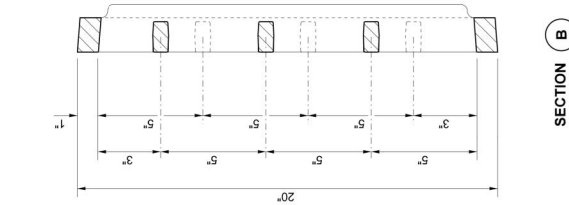


Julie Helman
Feb 20 2018 12:51 PM
design

COMBINATION INLET
STANDARD PLAN B-25.20-02



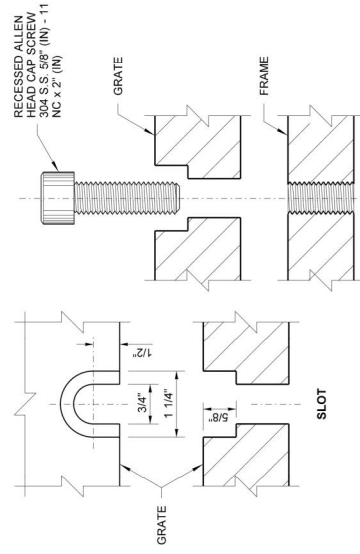
DRAWN BY: FERN LIDDELL



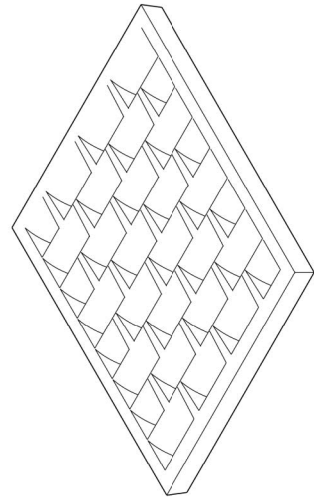
SECTION B

NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
3. For frame details, see **Standard Plan B-30.10**.



BOLT-DOWN DETAILS
SEE NOTE 1



ISOMETRIC



Julie Helman
Feb 20 2018 12:54 PM
design

**RECTANGULAR
VANED GRATE**
STANDARD PLAN B-30.30-03



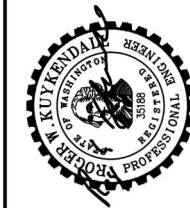
**BURIED UTILITIES IN AREA
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0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

SHEET: 11
OF: 13
JOB NO.: 21575

CITY OF MEDINA
KING COUNTY WASHINGTON
77TH AVE NE STORM REPAIR - PHASE 1
STORM DETAILS



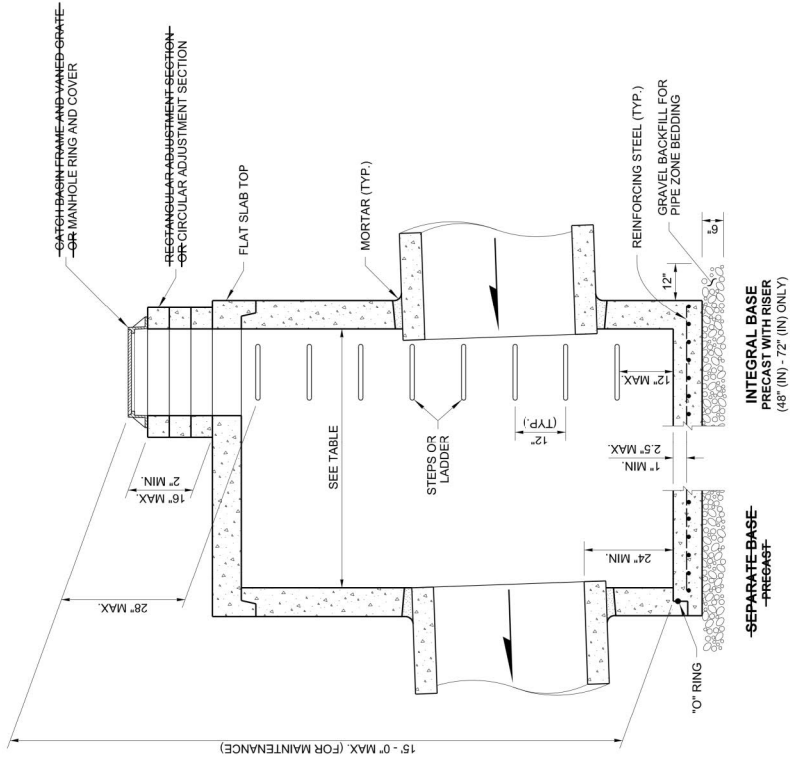
10/21/2021

DATE: OCT 2021
DRAWN: SEM
CHECKED: RWK
APPROVED: RWK

No.	REVISION	DATE	APPD

Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 210
Arlington, WA 98223 • (509) 434-3460

DRAWN BY: FERN LIDDELL



NOTES

1. No steps are required when height is 4' or less.
2. The bottom of the precast catch basin may be sloped to facilitate cleaning.
3. The rectangular frame and grate may be installed with the flange up or down. The frame may be cast into the adjustment section.
4. Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with **Standard Specification Section 9-04.3**.

CATCH BASIN DIMENSIONS				
CATCH BASIN DIAMETER	MIN. WALL THICKNESS	MIN. BASE THICKNESS	MAXIMUM KNOCKOUT SIZE	MINIMUM DISTANCE BETWEEN KNOCKOUTS
48"	4"	6"	36"	8"
54"	4.5"	8"	42"	8"
60"	5"	8"	48"	8"
72"	6"	8"	60"	12"
84"	8"	12"	72"	12"
96"	8"	12"	84"	12"
120"	10"	12"	96"	12"
144"	12"	12"	108"	12"

PIPE ALLOWANCES				
CATCH BASIN DIAMETER	PIPE MATERIAL WITH MAXIMUM INSIDE DIAMETER		SOLID WALL	
	CONCRETE	ALL METAL	CPSP PP ④	PROFILE WALL PVC ②
48"	24"	30"	24"	30"
54"	30"	36"	30"	36"
60"	36"	42"	36"	42"
72"	42"	54"	42"	48"
84"	54"	60"	54"	48"
96"	60"	72"	60"	48"
120"	66"	84"	60"	48"
144"	78"	96"	60"	48"

- ① Corrugated Polyethylene Storm Sewer Pipe
(See **Standard Specification Section 9-05.20**)
- ② (See **Standard Specification Section 9-05.12(1)**)
- ③ (See **Standard Specification Section 9-05.12(2)**)
- ④ Polypropylene Pipe (See **Standard Specification Section 9-05.24**)

MODIFIED



Heilman, Julie
Feb 20 2018 12:49 PM
c00971

CATCH BASIN TYPE 2

STANDARD PLAN B-10-20-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Signature: JLT
Date: Mar 20 2018 10:07 AM

STATE DESIGN ENGINEER

Washington State Department of Transportation

BURIED UTILITIES IN AREA
CALL BEFORE YOU DIG
1-811
EXISTING UTILITIES SHOWN ARE FROM THE
BEST AVAILABLE INFORMATION AND NO
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0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

SHEET: 13
OF: 13
JOB NO.: 21575

243



10/21/2021

CITY OF MEDINA
KING COUNTY WASHINGTON
77TH AVE NE STORM REPAIR - PHASE 1
STORM DETAILS

ATTACHMENT 1



Gray & Osborne, Inc.

CONSULTING ENGINEERS

3710 168TH STREET NE, BLDG. B, SUITE 210
Arlington, WA 98223 • (509) 434-5460

DATE: OCT 2021
DRAWN: SEM
CHECKED: RWK
APPROVED: RWK

No.	REVISION	DATE	APPD

AGENDA ITEM 5.5

ATTACHMENT 1

PART 6
APPENDIX

ATTACHMENT 1

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

ATTACHMENT 1

APPENDIX A

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
77TH AVENUE NE STORM REPAIR – PHASE 1**

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Medina by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Medina will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: _____

Address: _____

Phone: _____

Contact Person: _____

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

- ☐ The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- ☐ Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1**3. Claims Against Retainage and Bonds:**

Instructions to Bidders: Check the appropriate box

- ☐ The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- ☐ Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1**4. Public Bidding Crime:**

Instructions to Bidders: Check the appropriate box

- ☐ The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1**5. Termination for Cause/Termination for Default**

Instructions to Bidders: Check the appropriate box

- ☐ The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1**6. Lawsuits**

Instructions to Bidders: Check the appropriate box

- ☐ The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- ☐ Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1**7. Contract Time (Liquidated Damages)**

Instructions to Bidders: Check the appropriate box

- ☐ The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal date, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

(Date)

(Signature)

(Print Name)

(Title)

ATTACHMENT 1**8. Capacity and Experience**

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. Capacity

- i. Gross dollar amount of work currently under contract:

- ii. Gross dollar amount of contracts currently not completed:

- iii. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

- iv. Number of superintendents on Bidder's staff:

ATTACHMENT 1**B. Experience****i. General character of work performed by firm:**

ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

iii. Similar Size and Scope Projects Completed in the Past 5 Years**#1 Owner's Name and Contact Information: _____**

Owner is a Government Agency? ☐ Yes ☐ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

ATTACHMENT 1

#2 Owner's Name and Contact Information: _____

Owner is a Government Agency? ____ Yes ____ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

#3 Owner's Name and Contact Information: _____

Owner is a Government Agency? ____ Yes ____ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

ATTACHMENT 1

APPENDIX B
PROPERTY RELEASE

ATTACHMENT 1**PROPERTY RELEASE**_____
(Owner's Name)_____
(Property Address)

DATE: _____

I, _____, owner of _____
(Property Owner's Name) (Property_____, hereby release
(Description or Address)_____, from any property
(Contractor's Name)

damage or personal injury resulting from construction adjacent

to or on my property located at _____,
(Property Address)during construction of the 77th Avenue NE Storm Repair – Phase 1. My signature
below is my acknowledgment and acceptance that my property, as identified
above, was returned to a satisfactory condition.

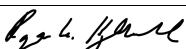
Name: _____

Signed: _____

Address: _____

Phone: _____

AGENDA ITEM 5.5																	
	BIDDER			ENGINEER'S ESTIMATE		KAMINS CONSTRUCTION, INC.		IRON CREEK CONSTRUCTION LLC		NPM CONSTRUCTION COMPANY		LASER UNDERGROUND & EARTHWORKS, INC.		HARKNESS CONSTRUCTION, LLC		WOLFSC*873RA	
	BIDDER ADDRESS					P.O. Box 681		1420 NW Gilman Blvd, Ste. 2-2298		P.O. Box 1229		20417 87th Avenue SE		45015 244th Avenue SE		26741 SE Ravensdale Place	
						Bothell, WA 98041		Issaquah, WA 98027		Maple Valley, WA 98038		Snohomish, WA 98296		Enumclaw, WA 98022		Ravensdale, WA 98051	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					162,183-01		283,059-00		203,331-00		587,436-00		155,861-01		689,268-00	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					KAMINCCI854BB		IRONCCC874MN		NPMCOC907OL		LASERUE101OJ		HARKNCL888C2		WOLFSC*873RA	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Minor Change	1	CALC	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
2	Survey	1	LS	\$1,000.00	\$1,000.00	\$5,940.00	\$5,940.00	\$2,500.00	\$2,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00
3	SPCC Plan	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
4	Mobilization, Cleanup and Demobilization	1	LS	\$16,000.00	\$16,000.00	\$29,625.00	\$29,625.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$48,000.00	\$48,000.00	\$20,778.16	\$20,778.16
5	Project Temporary Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$21,384.00	\$21,384.00	\$20,000.00	\$20,000.00	\$8,400.00	\$8,400.00	\$30,000.00	\$30,000.00	\$16,000.00	\$16,000.00	\$56,000.00	\$56,000.00
6	Clearing and Grubbing	1	LS	\$500.00	\$500.00	\$1,872.72	\$1,872.72	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$13,000.00	\$13,000.00	\$4,043.52	\$4,043.52
7	Removal of Structure and Obstruction	1	LS	\$4,000.00	\$4,000.00	\$2,700.00	\$2,700.00	\$10,000.00	\$10,000.00	\$17,265.00	\$17,265.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
8	Removal of Curb and Gutter	155	LF	\$15.00	\$2,325.00	\$20.71	\$3,210.05	\$10.00	\$1,550.00	\$15.00	\$2,325.00	\$12.00	\$1,860.00	\$15.00	\$2,325.00	\$6.45	\$999.75
9	Removal of Cement Conc. Flatwork	15	SY	\$25.00	\$375.00	\$35.71	\$535.65	\$50.00	\$750.00	\$100.00	\$1,500.00	\$20.00	\$300.00	\$45.00	\$675.00	\$40.00	\$600.00
10	Removal of Asphalt Pavement	660	SY	\$25.00	\$16,500.00	\$16.48	\$10,876.80	\$2.50	\$1,650.00	\$39.00	\$25,740.00	\$15.00	\$9,900.00	\$20.00	\$13,200.00	\$7.50	\$4,950.00
11	Excavation, Embankment and Grading, Incl. Haul	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$7,500.00	\$7,500.00	\$17,410.00	\$17,410.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
12	Locate Existing Utilities	1	LS	\$4,000.00	\$4,000.00	\$4,006.80	\$4,006.80	\$2,500.00	\$2,500.00	\$7,200.00	\$7,200.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
13	Crushed Surfacing Top Course	150	TN	\$45.00	\$6,750.00	\$43.20	\$6,480.00	\$50.00	\$7,500.00	\$48.50	\$7,275.00	\$50.00	\$7,500.00	\$50.00	\$7,500.00	\$55.00	\$8,250.00
14	Commercial HMA	125	TN	\$200.00	\$25,000.00	\$248.40	\$31,050.00	\$300.00	\$37,500.00	\$190.00	\$23,750.00	\$250.00	\$31,250.00	\$170.00	\$21,250.00	\$250.00	\$31,250.00
15	Temporary HMA	90	TN	\$250.00	\$22,500.00	\$1.00	\$90.00	\$120.00	\$10,800.00	\$200.00	\$18,000.00	\$1.00	\$90.00	\$150.00	\$13,500.00	\$220.00	\$19,800.00
16	DI Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	25	LF	\$55.00	\$1,375.00	\$136.08	\$3,402.00	\$125.00	\$3,125.00	\$140.00	\$3,500.00	\$275.00	\$6,875.00	\$200.00	\$5,000.00	\$115.00	\$2,875.00
17	DI Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	25	LF	\$65.00	\$1,625.00	\$204.68	\$5,117.00	\$150.00	\$3,750.00	\$140.00	\$3,500.00	\$300.00	\$7,500.00	\$250.00	\$6,250.00	\$145.00	\$3,625.00
18	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	66	LF	\$65.00	\$4,290.00	\$150.69	\$9,945.54	\$75.00	\$4,950.00	\$90.00	\$5,940.00	\$150.00	\$9,900.00	\$125.00	\$8,250.00	\$85.00	\$5,610.00
19	CPEP Storm Sewer Pipe, 15 In. Diam. (Incl. Bedding)	274	LF	\$75.00	\$20,550.00	\$192.25	\$52,676.50	\$100.00	\$27,400.00	\$90.00	\$24,660.00	\$155.00	\$42,470.00	\$150.00	\$41,100.00	\$274.00	\$75,076.00
20	Remove and Replace Catch Basin Ring and Cover	3	EA	\$500.00	\$1,500.00	\$955.80	\$2,867.40	\$5,000.00	\$15,000.00	\$762.00	\$2,286.00	\$700.00	\$2,100.00	\$1,000.00	\$3,000.00	\$550.00	\$1,650.00
21	Catch Basin, Type 1	1	EA	\$1,000.00	\$1,000.00	\$2,016.36	\$2,016.36	\$1,500.00	\$1,500.00	\$2,300.00	\$2,300.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
22	Catch Basin, Type 1 Combination Inlet	2	EA	\$1,200.00	\$2,400.00	\$2,124.36	\$4,248.72	\$2,000.00	\$4,000.00	\$2,460.00	\$4,920.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
23	Catch Basin, Type 2	1	EA	\$2,500.00	\$2,500.00	\$7,385.04	\$7,385.04	\$7,500.00	\$7,500.00	\$7,415.00	\$7,415.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00
24	Adjust Catch Basin	1	EA	\$400.00	\$400.00	\$540.00	\$540.00	\$500.00	\$500.00	\$416.00	\$416.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
25	Removal of Unsuitable Material (Trench)	10	CY	\$80.00	\$800.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$50.00	\$500.00	\$50.00	\$500.00	\$45.00	\$450.00
26	Bank Run Gravel for Trench Backfill	450	TN	\$28.00	\$12,600.00	\$1.00	\$450.00	\$45.00	\$20,250.00	\$1.00	\$450.00	\$30.00	\$13,500.00	\$35.00	\$15,750.00	\$46.10	\$20,745.00
27	Trench Excavation Safety Systems	1	LS	\$1,000.00	\$1,000.00	\$5,400.00	\$5,400.00	\$7,500.00	\$7,500.00	\$2,900.00	\$2,900.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
28	Erosion Control and Water Pollution Prevention	1	LS	\$1,000.00	\$1,000.00	\$2,484.00	\$2,484.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
29	Topsoil, Type A	5	CY	\$40.00	\$200.00	\$108.00	\$540.00	\$100.00	\$500.00	\$235.00	\$1,175.00	\$100.00	\$500.00	\$60.00	\$300.00	\$50.00	\$250.00
30	Bark or Wood Mulch	2	CY	\$45.00	\$90.00	\$216.00	\$432.00	\$100.00	\$200.00	\$300.00	\$600.00	\$100.00	\$200.00	\$60.00	\$120.00	\$100.00	\$200.00
31	Sod Installation	15	SY	\$25.00	\$375.00	\$81.00	\$1,215.00	\$50.00	\$750.00	\$30.00	\$450.00	\$100.00	\$1,500.00	\$70.00	\$1,050.00	\$73.33	\$1,099.95
32	Cement Conc. Traffic Curb and Gutter	155	LF	\$35.00	\$5,425.00	\$69.51	\$10,774.05	\$50.00	\$7,750.00	\$47.00	\$7,285.00	\$110.00	\$17,050.00	\$35.00	\$5,425.00	\$35.00	\$5,425.00
33	Remove and Replace Mailbox	2	EA	\$200.00	\$400.00	\$540.00	\$1,080.00	\$250.00	\$500.00	\$315.00	\$630.00	\$1,500.00	\$3,000.00	\$200.00	\$400.00	\$500.00	\$1,000.00

AGENDA ITEM 5.5																	
	BIDDER			ENGINEER'S ESTIMATE		KAMINS CONSTRUCTION, INC.		IRON CREEK CONSTRUCTION LLC		NPM CONSTRUCTION COMPANY		LASER UNDERGROUND & EARTHWORKS, INC.		HARKNESS CONSTRUCTION, LLC		WOL CONSTRUCTION LLC	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
34	Cement Concrete Sidewalk	15 SY		\$60.00	\$900.00	\$113.11	\$1,696.65	\$200.00	\$3,000.00	\$215.00	\$3,225.00	\$200.00	\$3,000.00	\$45.00	\$675.00	\$80.00	\$1,200.00
35	Project Documentation	1 LS		\$500.00	\$500.00	\$270.00	\$270.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
	Subtotal				\$163,380.00		\$234,311.28		\$238,425.00		\$239,317.00		\$293,495.00		\$302,270.00		\$329,377.38
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$163,380.00		\$234,311.28		\$238,425.00		\$239,317.00		\$293,495.00		\$302,270.00		\$329,377.38
	Sealed bids were opened at the City of Medina, on Friday, October 29, 2021, at 2:00 p.m. (local time).																
								DENOTES MATHEMATICAL OR ROUNDING ERROR									
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.																
																	
	ROGER KUYKENDALL, P.E.																



MEDINA, WASHINGTON

AGENDA BILL

Monday, November 08, 2021

Subject: 2022 Final Budget and Salary Schedule

Category: Ordinance, City Council Business, Public Hearing

Staff Contact(s): Julie Ketter, Finance Director, Michael Sauerwein, City Manager

Summary

History and Background Information:

June 14, 2021 Regular Meeting: Public Hearing to consider the 2022-2027 Six Year Capital Improvement and Transportation Plan (CIP/TIB/Non-TIB).

September 13, 2021 Regular Meeting: The City Council held its first public hearing on the 2022 Budget.

September 27, 2021 Study Session: The 2022 Preliminary Budget was reviewed by Fund and by Department as presented in the *Budget Variances At A Glance, 2022 vs 2021* document. Detailed line-item spreadsheets were also made available. Key Revenue and Expense items were discussed and Department Directors were present to answer specific questions.

October 11, 2021 Regular Meeting: The City Council held its second public hearing on the 2021 Budget.

November 8, 2021 Regular Meeting: The City Council will hold its third public hearing on the 2022 Budget.

2022 Budget Assumptions:

General Fund & Street Operations (72.8% of Total City Budget):

- Property tax increase of 5% reflects 2.24% increase to the regular levy, \$89K due to new construction and \$13K estimated increase in utility values & prior year refunds.
- Sales tax is assuming a slight quieting of construction-oriented sales tax collection and some post-COVID return to the mall to shop, reducing destination-based internet sales taxes.
- Utility tax increases are predicted to increase due to rate adjustments and an anticipated colder winter which will impact usage.
- General government shows an increase due to partial allocation of Federal ARPA funds.
- Passport acceptance services are going to resume in 2022 and due to pent up demand could bring in up to \$403K of one-time revenue. It will be partially offset by the cost to bring in temporary staff to manage the workload.
- Misc., Invest, & leases are predicted to be higher in 2022 due to anticipated community donations towards the replacement license-reader camera system.
- Other Revenues are high for 2021 due to one-time transactions. They are budgeted to return to lower average levels in 2022.
- 79% of General Fund and Street Operations spending is on labor. 66% of that is direct staff and 34% contracted. Contracted labor has seen overall rate increases recently but we are not anticipating increases for 2022. A notated version of the 2022 draft budget

ordinance's attachment, representing the salary schedule detailed by position, is included at the end of this brief. Direct staff's COLA adjustments are based on the following:

- Police Guild Contract (8 FTEs), 0%-- contract expiring 12/31/2021. Schedule will need a budget amendment after new contract ratified and potentially expenses. As a "placeholder" amount within the budgeted expenses, a status quo contract is assumed with a 4% increase.
- Teamsters Clerical Contract (6 FTEs), 0%-- contract expired 12/31/2020. Schedule will need a budget amendment after new contract ratified and potentially expenses. As a "placeholder" amount within the budgeted expenses, amounts representing +1.75% (2021) & +3.5% (2022) increases.
- Teamsters Public Works Contract (4 FTEs), 0%-- contract expired 12/31/2020. Schedule will need a budget amendment after new contract ratified and potentially expenses. As a "placeholder" amount within the budgeted expenses, amounts representing +1.75% (2021) & +3.5% (2022) increases.
- Unrepresented Employees, including City Manager (7.7 FTEs), based on June 30th CPI-W (Seattle-Tacoma-Bellevue) of 6.3%, capped at a 4% increase.

Employee benefit rates have been finalized by AWC and are reflected in this budget. After a number of years of close to 0% increases, in 2021 AWC raised rates by 4% on medical premiums and will be increasing again in 2022 by 5.8%. Dental is increasing by 2% and Vision held to 0%. The City pays 90% of medical premiums for employees and their dependents plus 100% of dental, vision, employee only LTD/life insurance.

- 76% of General Fund and Street Operations budgeted spending is for State Mandated Services: Public Safety, City Manager & Finance. 23% is spent on the Essential Services that support the need for delivering effective and efficient public service and a reliable public infrastructure such as IT, park & building maintenance, and risk management. ***The remaining 1% is discretionary spending for quality of life and other Council initiatives.***

NEW Development Services Fund (11.8% of Total City Budget):

- The City, to meet its goal of greater transparency, decided to extract the Development Services Department's related revenues, expenses (direct and allocated) and customer deposits from the General Fund and place them in a newly created Development Services Fund, starting with Budget Year 2022. Development Services is a State Mandated program which funds itself through fees and occasional grants.
- 87% of Development Services Fund spending is on labor. 59% of that is direct staff and 41% contracted.

Capital Projects Fund (15.1% of Total City Budget):

- 2022's anticipated REET revenue of \$1.6M has been budgeted conservatively. It assumes there is a finite amount of developable inventory within the City as well as available local industry and customers with an appetite to take on the types of homes that we have seen built.
- A copy of 6-year Capital Improvement Plan through 2027, approved by City Council on June 14th is attached, which outlines projects targeted for 2022.

Tree Fund (0.4% of Total City Budget):

- 2022 anticipates \$3075 in revenues and plans to use part of \$75K fund balance towards \$40K of hazardous tree removal and replanting.

Attachment(s)

1. 2022 City Manager Budget Message
2. 2022 Budget In Brief
3. 2022 Project List as of 6/14/2021
4. 2022 Budget Ordinance No. 1005 and 2022 Salary Schedule **Attachment A**

Budget/Fiscal Impact: See attached

Recommendation: Adopt 2022 Budget Ordinance

City Manager Approval:



Proposed Council Motion: "I move approval of Ordinance No. 1005, adopting the 2022 Budget for the City of Medina setting forth the summary of estimated revenues and expenditures for each fund and the 2022 Salary Schedule."

Time Estimate: 30 minutes

CITY OF MEDINA

November 8, 2021

To: Mayor and City Council

From: Michael Sauerwein, City Manager

Re: 2021 Budget Message

I am pleased to submit for review and adoption the City of Medina 2022 budget as presented in the attached 2022 Proposed Budget In Brief. The Budget is consistent, with minor adjustments only, with previous drafts presented at:

- ~September 13, 2021 Regular Meeting (1st Public Hearing)
- ~September 27, 2021 Study Session
- ~October 11, 2021 Regular Meeting (2nd Public Hearing)

Tonight, we will hold our 3rd and final Public Hearing for the 2022 Proposed Budget.

While the adjustments made since October 11th are not substantive to the overall budget, they are listed as follows for reference:

- Prior estimated employee benefit rates were adjusted to recently published actuals, netting a \$4,038 savings.
- Property taxes were adjusted for higher-than-expected new construction and based on King County's most recent notice causing an additional \$10,788K of revenue.
- An additional \$3K of expense was added to the Development Services Fund for associated phone expense.
- Two adjustments to the PD on prior estimates based on notifications of actual 2022 billings:
 - Additional \$10K toward Marine Services
 - Additional \$138 toward Norcom Services

City of Medina

2022 Proposed Budget In Brief



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INTRODUCTION

Staff and your City Council are pleased to bring to you the 2022 budget.

And with it comes a big change, the new Development Services Fund! Prior years, Development Services accounting was managed as a department intertwined within the General Fund. The City desired greater transparency of Development Services' financial activities as well as a more focused and streamlined accounting structure to evaluate its cost recovery rate.

The Government Accounting and Standards Board (GASB) has pronounced that if any service or program's principal revenue source has a pricing policy that fees and charges be set to recover cost meets the criteria to be reported as a separate "Enterprise Fund". The City, to meet its goal of greater transparency, decided to extract the Development Services Department's related revenues, expenses (direct and allocated) and customer deposits from the General Fund and place them in a newly created Development Services Fund, starting with Budget Year 2022.

It would also be impossible to talk about the 2022 budget without talking about 2019's ballot measure passing and providing the City additional funds with a property tax levy lid lift. *The promises that were made to the voters, if they passed the measure, are the foundation this budget was built on.*

Why did we go to the ballot? Statewide Initiative 747, passed in 2001, limited what municipalities can increase their property tax levy total amount to 1% without a vote of the people. Small cities, like Medina, who are heavily reliant on property tax to fund services, quickly discovered with their main source of revenue held below inflation that overall revenues were not keeping up with rising costs. For nearly two decades Medina added smaller revenue sources, such as utility taxes, to fill the gap and trimmed expenses without noticeably reducing service levels. More recent years saw deficit spending and draining of reserves. 99% of all Medina's General Fund & Street Operations spending is for services that are state-mandated or essential support functions to the mandated services. However, the state doesn't dictate the level of which you provide it—for example, you must have law enforcement but they don't tell you staffing levels, how often they do neighborhood patrols or that public safety requires lifeguards if you have a beach. After nearly 20 years of budget trimming, Medina was facing the need to cut into service levels that would be noticeable in every area, including public safety. In 2018, City Council and staff started a 2-year process of long-term

financial planning, exploring options and public engagement surrounding a levy lid lift measure. These promises were born from those conversations and must be kept:

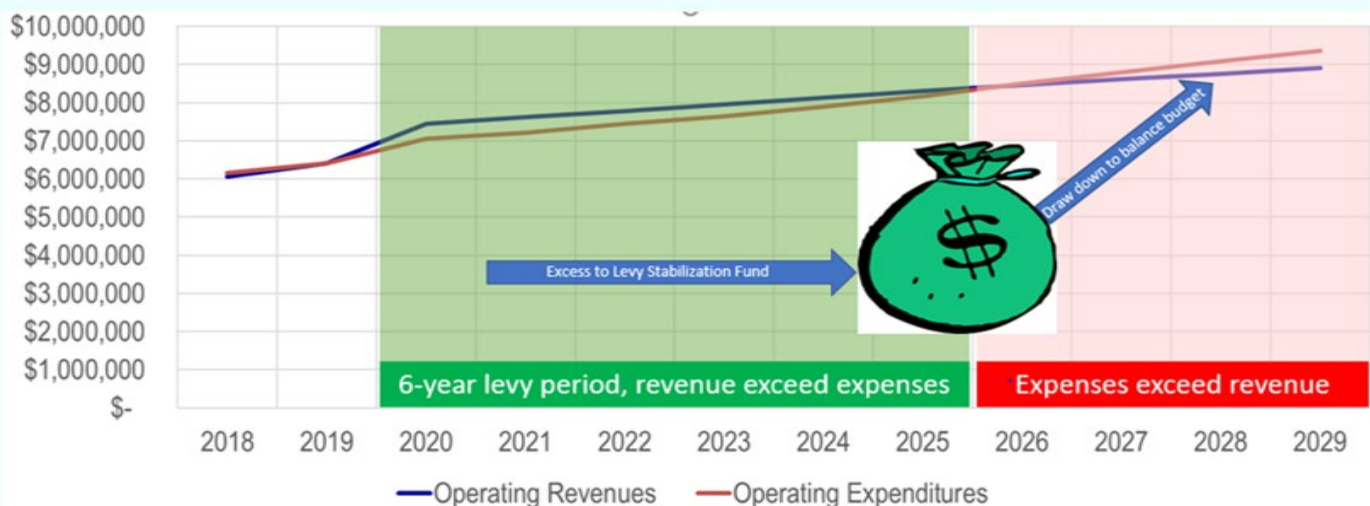
-Maintain the same LEVEL of services as before the levy lid lift. Remember, these were already trimmed service levels. This dictates a service level, status-quo budget. So, no additions or reductions from the 2019 picture.

-Restore the City's measures of financial health:

- Start each new year with the full General Fund required balance to cover first quarter expenses. This is something the State Auditor looks for, as well as creditors. It allows us to continue to pay the bills while waiting for our major source of funding (property taxes) that only get paid to the City in portions every 6 months.
- Engaged Finance Committee.
- Continual long-term financial planning, always looking ahead 10 years.
- Contingency Fund rebuilt.
- *Develop community friendly financial statements.

-Make the “bump” from the 6-year levy last at least 10-years.

Levy year 1 (2020) filled the gap from the impact of deficit spending years as well as allowed services to continue without reduction. Years 2-6 (2021-25) will have budgeted transfers to a *Levy Stabilization Fund* in amounts that will build a minimum operating reserve of \$2M to draw on for at least another 4 years. 2022's budget reflects a \$500K transfer into this fund. See illustration below.



SPECIFICS ABOUT THE LEVY

The levy's structure was designed to have an initial increase of no more than \$0.20 per \$1000 assessed value (example \$2M AV home = additional \$400/year). In 2020 this gave the City an additional 12% of revenue towards General Fund and Street Operations, \$941,572. For the next five years (2021-2025) the City will be allowed to increase this amount by 5%, see projected table below. In 2026 the previous year's levy total will roll into the regular property taxes, which is limited to an annual increase of no more than 1%.

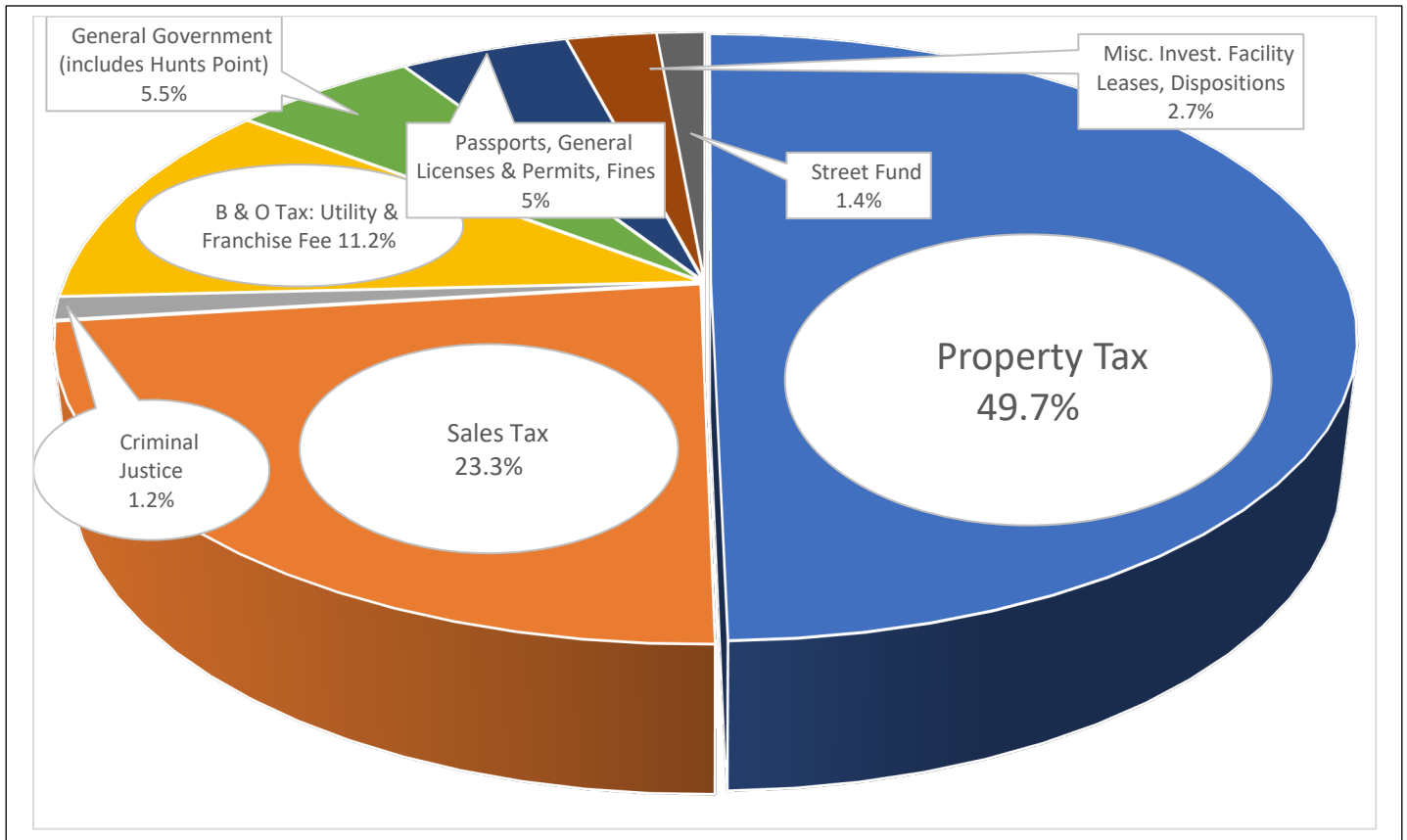
How Much Extra Funds is the Levy Lid Lift Creating Each Year?			
Projected Revenues, 2020-2029			
	Amount of Increase	Total	
2020	\$ 941,572	\$ 941,572	Initial "bump"
2021	\$ 47,079	\$ 988,651	+5% each year
2022	\$ 49,433	\$ 1,038,083	
2023	\$ 51,904	\$ 1,089,987	
2024	\$ 54,499	\$ 1,144,487	
2025	\$ 57,224	\$ 1,201,711	
2026	\$ 12,017	\$ 1,213,728	+1% each year
2027	\$ 12,137	\$ 1,225,865	
2028	\$ 12,259	\$ 1,238,124	
2029	\$ 12,381	\$ 1,250,505	
		\$ 11,332,713	10-year total

2022 Preliminary Budget, By Fund

General Fund & Street Operations, 72.8% of Total City Budget

While they are separate funds for accounting purposes, they are combined for budgeting presentations. Because the Street Fund has so few of its own dedicated sources of revenue, the General Fund provides nearly three-quarters of its funding through transfers. Please note that 72.8% is lower than previous years due to the departure of Development Service's budget out of the General Fund and into its own Enterprise Fund.

Anticipated Revenues, Where Does the Money Come From?

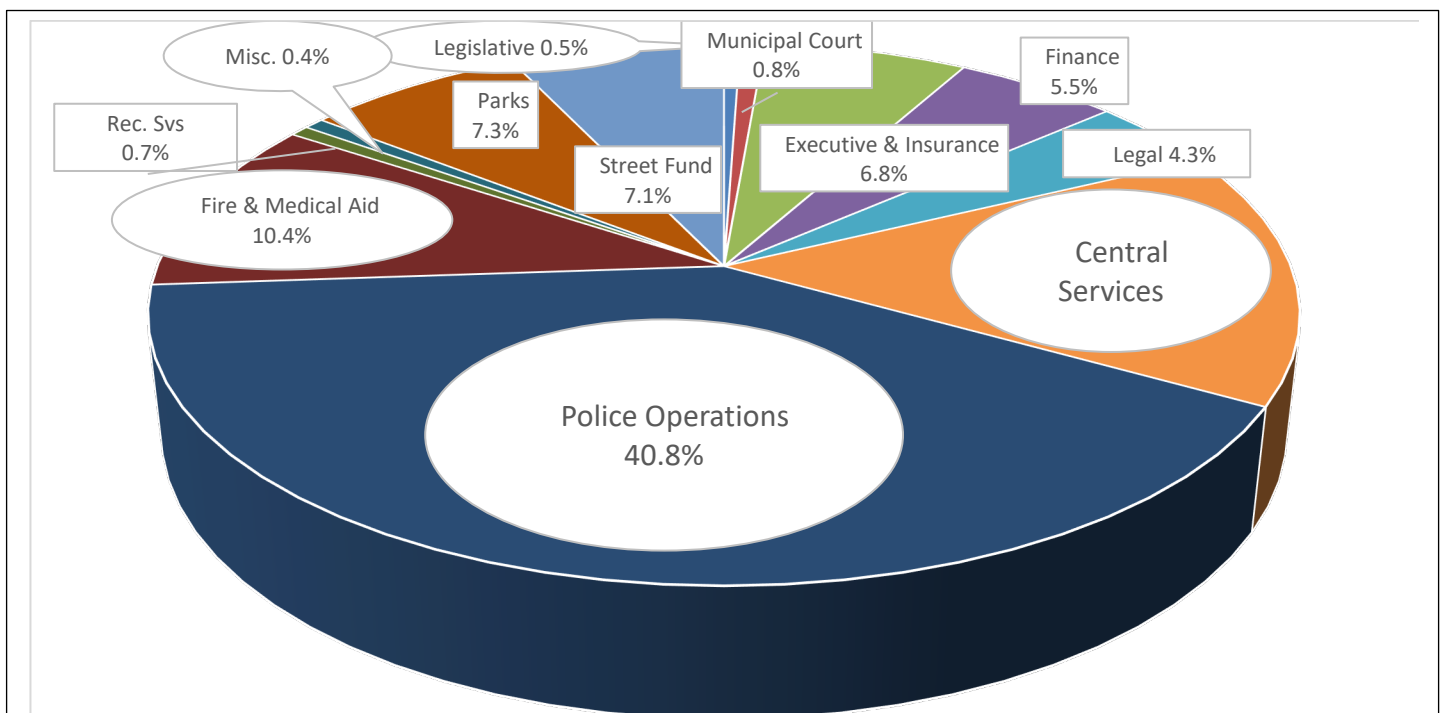


Amount by Category and Year-Over-Year Comparisons:

REVENUE:	2019 Actuals	2020 Actuals	2021 Budget	2021 Year-end Projections	2022 Proposed Budget	Increase/ (decrease) from 2021 Projected	
General Fund							
Property Tax	\$ 2,833,287	\$ 3,779,430	\$ 3,986,413	\$ 3,986,413	\$ 4,167,873	\$ 181,460	5%
Sales Tax	\$ 1,374,390	\$ 1,587,383	\$ 1,522,354	\$ 2,009,435	\$ 1,958,050	\$ (51,385)	-3%
Criminal Justice	\$ 101,857	\$ 93,472	\$ 90,080	\$ 90,080	\$ 100,283	\$ 10,203	11%
B & O Tax: Utility & Franchise Fee	\$ 890,461	\$ 901,803	\$ 890,525	\$ 890,524	\$ 938,303	\$ 47,779	5%
Leasehold Excise Tax	\$ 860	\$ 885	\$ 800	\$ 911	\$ 3,042	\$ 2,131	234%
General Government (includes Hunts Point)	\$ 345,390	\$ 496,649	\$ 358,233	\$ 350,738	\$ 459,756	\$ 109,018	31%
Passports, General Licenses & Permits	\$ 18,912	\$ 5,261	\$ 8,491	\$ 1,081	\$ 404,492	\$ 403,411	37318%
Fines, Penalties, Traffic Infr.	\$ 30,614	\$ 74,019	\$ 31,250	\$ 12,527	\$ 15,000	\$ 2,473	20%
Misc. Invest. Facility Leases	\$ 150,803	\$ 124,771	\$ 128,007	\$ 147,399	\$ 220,745	\$ 73,346	50%
Other Revenue, Dispositions	\$ 599	\$ 25,192	\$ 3,000	\$ 50,550	\$ 3,000	\$ (47,550)	-94%
General Fund Total , no Dev. Svcs incl'd	\$ 5,747,174	\$ 7,088,865	\$ 7,019,153	\$ 7,539,658	\$ 8,270,543	\$ 730,885	10%
Street Fund	\$ 88,024	\$ 72,143	\$ 139,092	\$ 129,433	\$ 118,801	\$ (10,632)	-8%
Street Fund Transfers In	\$ 347,000	\$ 370,000	\$ 377,132	\$ 377,132	\$ 401,527	\$ 24,395	6%

Notes:

- Property tax increase of 5% reflects 2.24% increase to the regular levy, \$89K due to new construction and \$13K estimated increase in utility values & prior year refunds.
- Sales tax is assuming a slight quieting of construction-oriented sales tax collection and some post-COVID return to the mall to shop, reducing destination-based internet sales taxes.
- Utility tax increases are predicted to increase due to rate adjustments and an anticipated colder winter which will impact usage.
- General government shows an increase due to partial allocation of Federal ARPA funds.
- Passport acceptance services are going to resume in 2022 and due to pent up demand could bring in up to \$403K of one-time revenue. It will be partially offset by the cost to bring in temporary staff to manage the workload - see expense details in next graph.
- Misc., Invest, & leases are predicted to be higher in 2022 due to anticipated community donations towards the replacement license-reader camera system.
- Other Revenues are high for 2021 due to one-time transactions. They are budgeted to return to lower average levels in 2022.

Budgeted Expenses, What Is the Money Spent On?

Amount by Department and Year-Over-Year Comparisons:

EXPENDITURES:	2019 Actuals	2020 Actuals	2021 Budget	2021 Year-end Projections	2022 Proposed Budget	Increase/ (decrease) from 2021 Projected	
General Fund							
Legislative	\$ 21,809	\$ 12,031	\$ 39,600	\$ 15,600	\$ 39,600	\$ 24,000	154%
Municipal Court	\$ 57,508	\$ 46,575	\$ 57,000	\$ 57,000	\$ 59,250	\$ 2,250	4%
Executive	\$ 296,527	\$ 267,853	\$ 274,819	\$ 339,268	\$ 317,257	\$ (22,011)	-6%
Finance	\$ 454,026	\$ 484,659	\$ 524,983	\$ 544,755	\$ 575,346	\$ 30,591	6%
Legal	\$ 279,610	\$ 469,994	\$ 367,200	\$ 337,200	\$ 311,200	\$ (26,000)	-8%
Central Services	\$ 831,228	\$ 1,059,361	\$ 941,639	\$ 851,442	\$ 1,116,045	\$ 264,603	31%
Police Operations	\$ 2,161,438	\$ 2,250,929	\$ 2,380,557	\$ 2,319,079	\$ 2,975,604	\$ 656,525	28%
Fire & Medical Aid	\$ 843,242	\$ 817,367	\$ 807,954	\$ 807,954	\$ 756,837	\$ (51,117)	-6%
Public Housing	\$ 16,561	\$ 18,376	\$ 18,476	\$ 18,476	\$ 32,109	\$ 13,633	74%
Environmental Services	\$ 9,835	\$ 9,964	\$ 11,878	\$ 11,878	\$ 13,582	\$ 1,704	14%
Mental Health Services	\$ 884	\$ 932	\$ 884	\$ 712	\$ 1,000	\$ 288	40%
Recreational Services	\$ 29,073	\$ 31,335	\$ 44,820	\$ 26,277	\$ 48,500	\$ 22,223	85%
Parks	\$ 490,504	\$ 478,907	\$ 511,781	\$ 511,585	\$ 533,392	\$ 21,807	4%
General Fund Total , no Dev. Svcs incl'd	\$ 5,492,245	\$ 5,948,283	\$ 5,981,592	\$ 5,841,226	\$ 6,779,723	\$ 938,497	16%
General Fund Transfers Out	\$ -	\$ -	\$ 877,132	\$ 1,127,132	\$ 1,901,527	\$ 774,395	69%
Street Fund	\$ 476,461	\$ 451,045	\$ 515,112	\$ 443,782	\$ 520,328	\$ 76,546	17%

General Notes:

-79% of General Fund and Street Operations spending is on labor. 66% of that is direct staff and 34% contracted. Contracted labor has seen overall rate increases recently but we are not anticipating increases for 2022. A notated version of the 2022 draft budget ordinance's attachment, representing the salary schedule detailed by position, is included at the end of this brief. Direct staff's COLA adjustments are based on the following:

- Police Guild Contract (8 FTEs), 0%-- contract expiring 12/31/2021. Schedule will need a budget amendment after new contract ratified and potentially expenses. As a "placeholder" amount within the budgeted expenses, a status quo contract is assumed with a 4% increase.
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budgeted expenses, amounts representing +1.75% (2021) & +3.5% (2022) increases.

- Unrepresented Employees, including City Manager (7.7 FTEs), based on June 30th CPI-W (Seattle-Tacoma-Bellevue) of 6.3%, capped at a 4% increase.

-Employee benefit rates have been finalized by AWC and are reflected in this budget. After a number of years of close to 0% increases, in 2021 AWC raised rates by 4% on medical premiums and will be increasing again in 2022 by 5.8%. Dental is increasing by 2% and Vision held to 0%. The City pays 90% of medical premiums for employees and their dependents plus 100% of dental, vision, employee only LTD/life insurance.

-76% of General Fund and Street Operations budgeted spending is for State Mandated Services: Public Safety, City Manager & Finance. 23% is spent on the Essential Services that support the need for delivering effective and efficient public service and a reliable public infrastructure such as IT, park & building maintenance, and risk management. The remaining 1% is discretionary spending for quality of life and other Council initiatives.

Department Specific Notes

-**Legislative** expects to return to pre-COVID spending in 2021 with the return of Medina Days fireworks.

-**Executive** for 2022 is reduced from 2021's project actual due to one-time leave cash out in 2021.

-**Finance** reflects a 15.56% decrease in insurance expense, despite an overall rate increase of 18.4%, due to allocation amount to new Development Services fund. There is a 22% increase in Salaries & Benefits due to current Finance Director's plans to retire Q1-2022 and cross-training time spent with replacement.

-**Legal's** decrease anticipates a conclusion of expenses relating to 12/2019's Fairweather Creek flooding matter.

-**Central Services** expenses are budgeted to increase 31% due to plan to resume passport acceptance services. The predicted demand will require the addition of temporary staff. However, as mentioned in above revenue notes this expense

will be scalable based on demand and actual reopening. Program fees will cover cost of the temporary staff until such time that the demand eases and can be handled by regular staff, as was done pre-COVID travel shutdown.

-Police's increase is mainly due to one-time expenses: surveillance camera system replacement, ARPA-funded Bellevue CARES 3-year program, City Hall antennas & EM repeater.

-Fire Services fees continue to decrease since the City of Bellevue has other sources of revenues to fund their services, requiring less to be billed to the contract cities.

-Public Housing reflects additional amounts collected in Sales Tax that must pass through to fund affordable housing (ARCH).

-Recreational Services (lifeguard program) is anticipating returning to full staffing in 2022.

-General Fund Transfers Out reflect one-time transfer needed to establish new Development Service Fund. The \$1M transfer represents refundable customer deposits of \$600K, which will true up to actual amount when transfer is done, and \$400K of development services annual operating expenses (approx. 1/3) as carryover.

-Street Fund had one-year cost savings in 2021.

New Development Services Fund, 11.8% of Total City Budget

As mentioned on page one, the City, to meet its goal of greater transparency, decided to extract the Development Services Department's related revenues, expenses (direct and allocated) and customer deposits from the General Fund and place them in a newly created Development Services Fund, starting with Budget Year 2022. Development Services is a State Mandated program which funds itself through fees and occasional grants.

87% of Development Services Fund spending is on labor. 59% of that is direct staff and 41% contracted.

Capital Fund, 15.1% of Total City Budget

Capital Fund revenues come from five sources, each coming with restrictions of what it can be used for:

Real Estate Excise Tax -REET (77% of total) is generated from the selling of real estate within the community. It is the most restrictive source as it can only be used for large capital improvement projects. The State strictly defines those projects and its use is audited thoroughly each year. Since the real estate market goes through boom-to-bust cycles over time, this revenue source mirrors it. Medina has been enjoying a robust local real estate period for a number of years but more recently, while still active, it has been heavily weighted towards small, older homes often on larger lots. 2022's anticipated REET revenue of \$1.6M has been budgeted conservatively. It assumes there is a finite amount of developable inventory within the City as well as available local industry and customers with an appetite to take on the types of homes that we have seen built.

Grant Funds/Intergovernmental (22% of total) can come from a variety of sources. In Medina they typically come from the State Transportation Improvement Board. While nothing is expected from TIB in 2022, the City is expecting the second half of its share of Federal ARPA funds.

King County Parks Levy (0% of total) is the voter approved levy to improve parks county-wide. Medina's allocation from that levy that will be received each year, 2020-2025; none is recognized in 2022 but instead is being rolled over into 2023.

Investment Earnings (1% of total) from the balance kept in this fund. The capital fund is projected to start 2022 with a fund balance of almost \$3.6M. This balance has been built over the recent real estate boom in order to continue with needed projects once the market cools and REET receipts decline.

Donations from the community for capital projects, especially park improvements are the fifth source of funding. The community has been generous over the years but this is not a source we include in budget planning.

HOW MUCH WILL BE SPENT ON WHAT PROJECTS IN 2021?

During the June 14th meeting the City Council was presented and approved the 6-year Capital Improvement Plan through 2027. A copy of that is attached to the end of this brief for reference. The total budgeted cost for 2022 is \$1.5M. Public Works Director, Ryan Osada is turning his attention from paving to starting to tackle the City's ancient, crumbling, and inadequate storm sewer system.

Tree Fund, 0.4% of Total City Budget

Revenues to this fund come from fees collected under the tree code and can only be used on certain tree planting or canopy restoration. Each year the City anticipates minor fee collection but occasionally receives a single, large amount which keeps enough of a fund balance to support a larger project. 2022 anticipates \$3075 in revenues and plans to use part of \$75K fund balance towards \$40K of hazardous tree removal and replanting.

Year End Carryover Balances

As is the case with a lot of smaller organizations, Medina does not use accrual accounting methods, instead it operates on a cash basis. Accrual accounting means revenue and expenses are recognized and recorded when they occur, while cash basis accounting means these line items aren't documented until cash exchanges hands. A result of this is that known future expense obligations are not reflected on financial reports. This distinction is important when it comes to viewing the City's year end carryover balances. Fund balances remaining at the end of each year, especially in the General Fund can be mistakenly assumed to be discretionary "reserves". In reality, it is similar to a personal checkbook balance that is needed to pay bills that will come due before you get paid again. Since the majority of Medina's funding for general day-to-day operations doesn't come in until the spring it is our policy, based on auditor & financial advisory organizations recommendations, that we start each year with a 25% carryover balance to cover those 1st quarter expenses. When unexpected General Fund revenues or cost savings happen, it will be staff's recommendation to Council--based on Finance Committee set policy--to direct that amount into rebuilding the City's drained Contingency Fund. The first transfer of this kind was made in 2021 from 2020's ending fund balance carryover excess.

7.1a Final 2022 Budget and Salary Schedule

COMPARATIVE SUMMARY BY FUND

DESCRIPTION	2019 Actuals	2020 Actual	2021 Budget	2021 2021 as of 9/30/21	2022 Proposed Budget	Minimum Fund Year End Carryover Balances
GENERAL FUND						2022 Fund Balance Projected, Excess/(Shortfall)
BEGINNING FUND BALANCE	\$ 837,822	\$ 1,181,753	\$ 2,194,185	\$ 2,194,185	\$ 2,334,584	
REVENUES	6,816,529	7,983,720	7,909,764	4,816,187	8,270,543	
OPERATING TRANSFERS-IN	-	-	-	-	-	\$3,564
EXPENDITURES	6,432,598	6,601,288	6,892,234	4,614,814	6,779,723	
OPERATING TRANSFERS-OUT	40,000	370,000	877,132	657,849	1,901,527	25% Policy Minimum (see note**)
Year end carryover balance	\$ 1,181,753	\$ 2,194,185	\$ 2,334,584	\$ 1,737,709	\$ 1,923,877	\$1,920,313
						25.0%
STREET FUND						Note: GF balances do not include SAO 2019 directive "fiduciary" amounts.
BEGINNING FUND BALANCE	\$ 17,469	\$ 16,031	\$ 13,778	\$ 13,778	\$ 14,890	
REVENUES	88,024	65,875	139,092	43,127	118,801	
OPERATING TRANSFERS-IN	387,000	370,000	377,132	188,566	401,527	
EXPENDITURES	476,461	438,128	515,112	212,690	520,328	
OPERATING TRANSFERS-OUT						
Year end carryover balance	\$ 16,031	\$ 13,778	\$ 14,890	\$ 32,781	\$ 14,890	
DEV. SERVICES FUND						
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	
REVENUES	-	-	-	-	1,356,895	
OPERATING TRANSFERS-IN	-	-	-	-	1,000,000	
EXPENDITURES	-	-	-	-	1,179,726	
OPERATING TRANSFERS-OUT	-	-	-	-	-	
Year end carryover balance	\$ -	\$ -	\$ -	\$ -	\$ 1,177,168	
TREE FUND						
BEGINNING FUND BALANCE	\$ 139,689	\$ 113,572	\$ 110,072	\$ 110,072	\$ 75,147	
REVENUES	3,950	-	3,075	-	3,075	
OPERATING TRANSFERS-IN	-	-	-	-	-	
EXPENDITURES	30,067	3,500	38,000	13,551	40,000	
OPERATING TRANSFERS-OUT	-	-	-	-	-	
Year end carryover balance	\$ 113,572	\$ 110,072	\$ 75,147	\$ 96,521	\$ 38,222	
LEVY STABILIZATION FUND						
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 500,000	
OPERATING TRANSFERS-IN	\$ -	\$ -	\$ 500,000	\$ 250,000	\$ 500,000	
OPERATING TRANSFERS-OUT	\$ -	\$ -	\$ -	\$ -	\$ -	
Year end carryover balance	\$ -	\$ -	\$ 500,000	\$ 250,000	\$ 1,000,000	Must have min. of \$2M by 12/31/2025
CAPITAL PROJECTS FUND						
BEGINNING FUND BALANCE	\$ 1,930,333	\$ 2,049,772	\$ 3,281,736	\$ 3,281,736	\$ 3,554,752	
REVENUES	1,420,455	1,841,084	1,113,016	-	2,086,618	
OPERATING TRANSFERS-IN	-	-	-	-	-	Note: CPF balances do not include contractor retainage activity amounts
EXPENDITURES	954,015	609,120	840,000	63,985	1,510,000	
OPERATING TRANSFERS-OUT	347,000	-	-	-	-	
Year end carryover balance	\$ 2,049,772	\$ 3,281,736	\$ 3,554,752	\$ 3,217,751	\$ 4,131,371	
CONTINGENCY FUND						
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	
REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	
OPERATING TRANSFERS-IN	\$ -	\$ -	\$ -	\$ -	\$ -	
OPERATING TRANSFERS-OUT						
Year end carryover balance	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL ALL FUNDS BUDGET						
BEGINNING FUND BALANCE	\$ 2,925,313	\$ 3,361,128	\$ 5,599,771	\$ 5,599,771	\$ 6,479,373	
REVENUES	8,328,957	9,890,679	9,164,947	4,859,314	11,835,932	
OPERATING TRANSFERS-IN	387,000	370,000	877,132	188,566	1,901,527	
EXPENDITURES	7,893,142	7,652,036	8,285,345	4,905,040	10,029,778	
OPERATING TRANSFERS-OUT	387,000	370,000	877,132	657,849	1,901,527	
Year end carryover balance	\$ 3,361,128	\$ 5,599,771	\$ 6,479,373	\$ 5,084,762	\$ 8,285,528	

** Note: 2022 only, removed DS starting fund transfer from calc.

For additional information including the detail version of the 2022 budget, please visit our website:

<https://www.medina-wa.gov/finance>

7.1a Final 2022 Budget and Salary Schedule

City of Medina

Ordinance Number 1005

Attachment A

2022 Salary Schedule

The 2022 salary ranges for full time city employees shall be as follows (see notes in blue):

Exempt Unrepresented Employees:

COLA increase = CPI-W, capped at 4%	FTE	Minimum	Midpoint	Maximum
Building Official	0	\$7,909	\$8,900	\$9,888
Planning Manager	1	\$7,909	\$8,900	\$9,888
Department Directors	4	\$9,114	\$10,252	\$11,392
Police Chief	1	\$11,227	\$12,630	\$14,031
City Manager	1	\$11,503	\$12,940	\$15,409

Non Exempt Unrepresented Employees:

COLA increase = CPI-W, capped at 4%	FTE	Minimum	Midpoint	Maximum
Assistant Finance Director *	1	\$6,049	\$7,259	\$8,467
Police Captain	1	\$9,500	\$10,686	\$11,873

Collective Bargaining Agreement between City of Medina and City of Medina Patrol Officers:

CBA exp 12/31/21, rates reflect 2021 amounts.

This document will be amended to reflect negotiated rates once contract ratified.

	FTE	Step A	Step B	Step C	Step D
Patrol Officer A		\$6,677	\$7,070	\$7,462	\$7,857
Patrol Officer B		\$6,758	\$7,151	\$7,541	\$7,937
Patrol Officer C	2	\$6,914	\$7,307	\$7,700	\$8,092
Patrol Officer D	4	\$7,070	\$7,462	\$7,858	\$8,250
Police Sergeant A	1	\$7,868	\$8,296	\$8,735	\$9,182
Police Sergeant B		\$8,024	\$8,452	\$8,891	\$9,340

Public, Professional and Office-Clerical Employees Union, Local 763

(Representing Public Works Employees):

CBA exp 12/31/20, rates reflect 2020 amounts.

This document will be amended to reflect negotiated rates once contract ratified.

	FTE	Step A	Step B	Step C	Step D
Maintenance Worker	3	\$5,324	\$5,550	\$5,864	\$6,187
Maintenance Supervisor	1	\$6,479	\$6,838	\$7,204	\$7,590

Public, Professional and Office-Clerical Employees Union, Local 763

(Representing Office-Clerical Employees):

CBA exp 12/31/20, rates reflect 2020 amounts.

This document will be amended to reflect negotiated rates once contract ratified.

	FTE	Step A	Step B	Step C	Step D
Admin. Assistant-Deputy Clerk	1	\$5,324	\$5,550	\$5,864	\$6,187
Information Systems Coordinator	1	\$5,324	\$5,550	\$5,864	\$6,187
Police Administrative Specialist	1	\$5,324	\$5,550	\$5,864	\$6,187
Development Svcs Coordinator	1	\$5,433	\$5,597	\$5,893	\$6,203
Dpty Bldg Official	1	\$5,775	\$6,545	\$7,315	\$8,084
Police Office Manager	1	\$6,479	\$6,838	\$7,204	\$7,590

* = position currently filled with part-time employee with salary pro-rated at 0.7 FTE

7.1a Final 2022 Budget and Salary Schedule

CITY OF MEDINA									
2022 - 2027 SIX YEAR CAPITAL IMPROVEMENT PLAN (CIP)						Approved by: Medina City Council			
2022 - 2027 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP)						Date: June 2021			
2022 - 2027 SIX YEAR NON-TRANSPORTATION IMPROVEMENT PLAN (NON-TIP)						Resolution Number:			
DATE SUBMITTED: June 2021						Updated 5/20/2021			
NO.	YEAR	STREET / LOCATION	FROM / AT	TO	LENGTH (mi)	PROJECT SCOPE	PAVEMENT CONDITION	PROJECT BUDGET	REVENUE SOURCE
I. STREET IMPROVEMENT PROJECTS (ACP Overlays, Sidewalks, Storm Drainage, etc.)									
I - 1	2023	Upland Road	Overlake Dr W	NE 6th Street	0.3	Asphalt overlay, drainage improvements	56	\$200,000.00	REET Tax
I - 2	2024	78th Place NE	NE 32nd Street	Evergreen Pt Rd	0.23	Asphalt overlay, drainage improvements	68	\$100,000.00	REET Tax
I - 3	2025	Parking Lot	Medina Pk NE 82nd			Asphalt overlay	77	\$50,000.00	REET Tax
I - 4	2025	86th Ave NE	NE 5th Street	NE 6th Street	0.07	Asphalt overlay, drainage improvements	72	\$45,000.00	REET Tax
I - 5	2025	NE 5th Street	Ridge Road	Upland Road	0.10	Asphalt overlay, drainage improvements	72	\$65,000.00	REET Tax
I - 6	2026	NE 10th Street	84th Ave NE	Lake Wash Blvd	0.28	Asphalt overlay, drainage improvements	77	\$155,000.00	REET Tax
I - 7	2027	NE 12th Street	84th Ave NE	Evergreen Pt Rd	0.48	Asphalt overlay, drainage improvements	81	\$225,000.00	REET Tax
II. STORM DRAINAGE PROJECTS (Not including storm drainage improvements in conjunction with street or path projects)									
II - 1	2022	Localized Repairs	Various Locations			Stormwater Infrastructure Improvements		\$100,000.00	REET Tax
II - 2	2023	Localized Repairs	Various Locations			Stormwater Infrastructure Improvements		\$100,000.00	REET Tax
II - 3	2024	Localized Repairs	Various Locations			Stormwater Infrastructure Improvements		\$150,000.00	REET Tax
II - 4	2025	Localized Repairs	Various Locations			Stormwater Infrastructure Improvements		\$50,000.00	REET Tax
II - 5	2026	Localized Repairs	Various Locations			Stormwater Infrastructure Improvements		\$100,000.00	REET Tax
Pavement Condition Legend for Part I. ACP Overlays: Based on a 100 point rating with 0 being the worst. Rating is generated by the TIB Performance Management Dashboard *Rating is outdated - field verified						NOTES: 1) The above budget figures are to be considered preliminary project costs only. More precise budget figures will need to be determined once the final scope of each project is defined, which will require more extensive research, survey, and scope definition prior to the particular year's budgeting. 2) The projects identified above are preliminary in scope. Projects may be added to or deleted from this list.			

7.1a Final 2022 Budget and Salary Schedule

III. SIDEWALK / PATH PROJECTS (Including storm drainage improvements as needed)

III - 1	2022	NE 12th Street	Evergreen Pt Rd	80th Ave NE	0.28	ADA Updates and Sidewalk Repairs		\$390,000.00	REET Tax
III - 2	2023	NE 10th St	84th Ave NE	Lk Wash Blvd	0.28	ADA Updates and Sidewalk Repairs		\$120,000.00	REET Tax
III - 3	2024	81st Ave NE	NE 8th St	Overlake Dr W	0.09	Sidewalk Installation		\$200,000.00	REET Tax
III - 4	2025	NE 24th Street	Evergreen Pt Rd	84th Ave NE	0.48	ADA Updates and Sidewalk Repairs		\$300,000.00	REET Tax
III - 5	2026	NE 28th Street	Evergreen Pt Rd	80th Ave NE	0.25	ADA Updates and Sidewalk Repairs		\$150,000.00	REET Tax
III - 6	2027	NE 12th Street	80th Ave NE	84th Ave NE	0.2	ADA Updates and Sidewalk Repairs		\$280,000.00	REET Tax

NON-TRANSPORTATION IMPROVEMENT PROJECTS:

IV. BUILDING RESTORATION AND IMPROVEMENTS

IV - 1	2022	City Hall				Miscellaneous Repairs		\$20,000.00	REET Tax
IV - 2	2023	City Hall				Re-paint City Hall Building Exterior, excluding trim		\$50,000.00	REET Tax
IV - 3	2024	Post Office				Re-paint Building Exterior		\$20,000.00	REET Tax
IV - 4	2025	Post Office				Re-paint Interior		\$20,000.00	REET Tax
IV - 5	2026	City Hall Building				Re-paint City Hall Interior		\$65,000.00	REET Tax
IV - 6	2027	City Hall Building				Re-Roof Building		\$50,000.00	REET Tax

V. PARKS PROJECTS

V - 1	2022	Medina Park	Playground	N/A		Turf Installation		\$150,000.00	Park Levy & REET Tax
V - 2	2023	Medina Park	East Section	N/A		Irrigation system, drainage & pathway improvements		\$50,000.00	Park Levy
V - 3	2024	Medina Park	West Section	N/A		Irrigation system, drainage & pathway improvements		\$50,000.00	Park Levy
V - 4	2025	Fairweather Park	Playfield	N/A		Playfield Drainage Improvements		\$50,000.00	Park Levy
V - 5	2026	Post Office Park	Park	N/A		Hardscaping & Landscaping		\$50,000.00	REET Tax

SUMMARY TOTAL PROJECTED BUDGET BY YEAR:

2022	\$	660,000.00
2023	\$	520,000.00
2024	\$	520,000.00
2025	\$	530,000.00
2026	\$	520,000.00
2027	\$	555,000.00

TOTAL SIX YEAR C.I.P. 2022 - 2027 \$ 3,305,000.00

NOTES:

- 1) The above budget figures are to be considered preliminary project costs only. More precise budget figures will need to be determined once the final scope of each project is defined, which will require more extensive research, survey, and scope definition prior to the particular year's budgeting.
- 2) The projects identified above are preliminary in scope. Projects may be added to or deleted from this list.

ORDINANCE NO. 1005**CITY OF MEDINA, WASHINGTON****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA WASHINGTON
ADOPTING A BUDGET FOR THE YEAR 2022, AND SETTING FORTH IN SUMMARY FORM
THE TOTALS OF ESTIMATED REVENUES AND EXPENDITURES FOR EACH SEPARATE
FUND AND THE AGGREGATE TOTALS FOR ALL SUCH FUNDS COMBINED AND
ADOPTING THE 2021 SALARY SCHEDULE**

WHEREAS, State law requires the City to adopt a budget and provides procedures for the filing of a budget, deliberations, public hearings, and final fixing of the budget, and

WHEREAS, a preliminary proposed budget for 2022 has been prepared and filed with the City Clerk, and

WHEREAS, the City of Medina City Council held a public hearing on September 13 and October 11, 2021 to gather input as part of the 2022 budget process, and another public hearing on November 8, 2024 for the 2022 Property Tax Levy and the 2022 proposed budget, and deliberated and considered the preliminary proposed budget, and

WHEREAS, the preliminary proposed final budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Medina for the purposes and estimated expenditures set forth necessary to carry on the services and needs of the City of Medina for the calendar year 2022.

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

SECTION 1. In accordance with the provisions of R.C.W. 35A.33.075, the budget of the City of Medina, WA, for the year 2022, is approved on the 8th day of November after the notice of hearings and after the preliminary budget having been filed with the City Clerk as required by law.

SECTION 2. Estimated resources for each separate fund of the City of Medina, and aggregate expenditures for all such funds for the year 2022 are set forth in a summary form below, and are hereby appropriated for expenditure at the fund level during the year 2022 as set forth in the 2022 Budget.

7.1a Final 2022 Budget and Salary Schedule

	General Fund	Street Fund	Tree Fund	Capital Projects	Levy Stabilization Fund	Dev. Services Fund	Total All Funds
Beginning Fund Balance	\$2,334,584	\$ 14,890	\$ 75,147	\$3,554,752	\$ 500,000	\$ -	\$ 6,479,373
Revenues	\$8,270,543	\$118,801	\$ 3,075	\$2,086,618	\$ -	\$ 1,356,895	\$11,835,932
Transfers In	\$ -	\$401,527	\$ -	\$ -	\$ 500,000	\$ 1,000,000	\$ 1,901,527
Total Resources	\$8,270,543	\$520,328	\$ 3,075	\$2,086,618	\$ 500,000	\$ 2,356,895	\$13,737,459
Expenditures	\$6,779,723	\$520,328	\$ 40,000	\$1,510,000	\$ -	\$ 1,179,726	\$10,029,777
Transfers Out	\$1,901,527	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,901,527
Total Uses	\$8,681,250	\$520,328	\$ 40,000	\$1,510,000	\$ -	\$ 1,179,726	\$11,931,304
Ending Fund Balance	\$1,923,877	\$ 14,890	\$ 38,222	\$4,131,370	\$ 1,000,000	\$ 1,177,169	\$ 8,285,528

SECTION 3. The 2022 Salary Schedule for authorized positions is attached as **Attachment A** and hereby adopted.

SECTION 4. The City Clerk is directed to transmit a certified copy of the budget hereby adopted by reference to the Office of the Auditor of the State of Washington, Division of Municipal Corporation, and the Association of Washington Cities.

Section 5. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE ON AND AFTER THE 1ST DAY OF JANUARY 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 9 DAY OF NOVEMBER 2020 BY A VOTE OF ☒ FOR, ☒ AGAINST, AND ☒ ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 8th DAY OF NOVEMBER 2021.

Jessica Rossman, Mayor

Approved as to form:

Attest:

Scott Missal, City Attorney
Ogden Murphy, LLC

Aimee Kellerman, City Clerk

PUBLISHED:
EFFECTIVE DATE: 01/01/2022
ORDINANCE NO.: 1005

**SUMMARY OF ORDINANCE NO. 1005
of the City of Medina, Washington**

On November 8, 2021 the City Council of the City of Medina, Washington, approved Ordinance No. 1005, the main points of which are summarized by its title as follows:

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF MEDINA, WASHINGTON, FOR THE YEAR 2022, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED REVENUES AND EXPENDITURES FOR EACH SEPARATE FUND AND THE AGGREGATE TOTALS FOR ALL SUCH FUNDS COMBINED AND ADOPTING THE 2022 SALARY SCHEDULE.

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their regular meeting of November 8, 2021,

Aimee Kellerman, City Clerk

7.1a Final 2022 Budget and Salary Schedule

City of Medina

Ordinance Number 1005

Attachment A

2022 Salary Schedule

The 2022 salary ranges for full time city employees shall be as follows (see notes in blue):

Exempt Unrepresented Employees:

COLA increase = CPI-W, capped at 4%	FTE	Minimum	Midpoint	Maximum
Building Official	0	\$7,909	\$8,900	\$9,888
Planning Manager	1	\$7,909	\$8,900	\$9,888
Department Directors	4	\$9,114	\$10,252	\$11,392
Police Chief	1	\$11,227	\$12,630	\$14,031
City Manager	1	\$11,503	\$12,940	\$15,409

Non Exempt Unrepresented Employees:

COLA increase = CPI-W, capped at 4%	FTE	Minimum	Midpoint	Maximum
Assistant Finance Director *	1	\$6,049	\$7,259	\$8,467
Police Captain	1	\$9,500	\$10,686	\$11,873

Collective Bargaining Agreement between City of Medina and City of Medina Patrol Officers:

CBA exp 12/31/21, rates reflect 2021 amounts. This document will be amended to reflect negotiated rates once contract ratified.					
	FTE	Step A	Step B	Step C	Step D
Patrol Officer A		\$6,677	\$7,070	\$7,462	\$7,857
Patrol Officer B		\$6,758	\$7,151	\$7,541	\$7,937
Patrol Officer C	2	\$6,914	\$7,307	\$7,700	\$8,092
Patrol Officer D	4	\$7,070	\$7,462	\$7,858	\$8,250
Police Sergeant A	1	\$7,868	\$8,296	\$8,735	\$9,182
Police Sergeant B		\$8,024	\$8,452	\$8,891	\$9,340

Public, Professional and Office-Clerical Employees Union, Local 763

(Representing Public Works Employees):

CBA exp 12/31/20, rates reflect 2020 amounts. This document will be amended to reflect negotiated rates once contract ratified.					
	FTE	Step A	Step B	Step C	Step D
Maintenance Worker	3	\$5,324	\$5,550	\$5,864	\$6,187
Maintenance Supervisor	1	\$6,479	\$6,838	\$7,204	\$7,590

Public, Professional and Office-Clerical Employees Union, Local 763

(Representing Office-Clerical Employees):

CBA exp 12/31/20, rates reflect 2020 amounts. This document will be amended to reflect negotiated rates once contract ratified.					
	FTE	Step A	Step B	Step C	Step D
Admin. Assistant-Deputy Clerk	1	\$5,324	\$5,550	\$5,864	\$6,187
Information Systems Coordinator	1	\$5,324	\$5,550	\$5,864	\$6,187
Police Administrative Specialist	1	\$5,324	\$5,550	\$5,864	\$6,187
Development Svcs Coordinator	1	\$5,433	\$5,597	\$5,893	\$6,203
Dpty Bldg Official	1	\$5,775	\$6,545	\$7,315	\$8,084
Police Office Manager	1	\$6,479	\$6,838	\$7,204	\$7,590

* = position currently filled with part-time employee with salary pro-rated at 0.7 FTE

7.1b 2022 Property Tax Levy Resolution No. 420



MEDINA, WASHINGTON

AGENDA BILL

Monday, November 08, 2021

Subject: 2022 Property Tax Levy Resolution**Category:** Public Hearing & Resolution**Staff Contact:** Julie Ketter, Finance Director**Summary**

Pursuant to RCW 84.55, the City is required to certify the estimated property tax to be levied by the King County Assessor's Office. City Council draft budget includes an overall 2.24% increase against allowable levy due to remaining capacity from 2019's voter-approved measure, new construction, estimated increase in utility value and allowable refunds. This 2022 levy amount-- 4,167,873, conforms to the 2019 ballot measure materials and is calculated as follows:

\$2,997,763	2021 Levy basis for calculation, portion to increase by 1%
29,977	1% increase
988,651	2021 Levy basis for calculation, 2019's levy lid lift portion to increase by 5%
49,433	5% increase
88,857	New construction
10,000	Estimated increase in utility value
3,192	Relevy for prior year refunds
<u>\$4,167,873</u>	Total recommended levy for 2022

Attachment(s)

- 1 2022 Property Tax Levy Resolution 420
- 2 King County's Preliminary Levy Limit Worksheet, 2022 Tax Roll
- 3 King County Ordinance 2152 property tax levy form

Budget/Fiscal Impact: \$4,167,873 estimated property tax revenues in 2022**Recommendation:** Approve Resolution**City Manager Approval:** **Proposed Council Motion:** "I move to approve Resolution 420, adopting the 2022 property tax levy for the City of Medina and setting forth the estimated levy amount."

Time Estimate: 5 minutes

7.1b 2022 Property Tax Levy Resolution No. 420

CITY OF MEDINA, WASHINGTON

RESOLUTION NO. 420

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON,
CERTIFYING TO THE GOVERNING AUTHORITY OF KING COUNTY THE ESTIMATES OF THE
AMOUNT TO BE LEVIED ON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE
CITY FOR THE YEAR 2022**

WHEREAS, the City Council of the City of Medina attest that the population of the City is less than ten thousand; and

WHEREAS, the City Council has properly given notice of the public hearing held November 8, 2021 to consider revenue sources for the City's current expense budget for the 2022 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the voters approved Proposition 1 on November 5, 2019, to increase Medina's regular property tax levy above the limit factor by \$0.20/\$1000 assessed value to a maximum rate of \$0.83712/\$1000 assessed valuation for collection in 2020, set a 5% limit factor for each year 2021-2025, use the 2025 levy amount as the base to compute subsequent levy limits, and exempt low income seniors and disabled; as set forth in Ordinance No. 970; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Medina requires a regular levy in the amount of \$4,167,873, for an increase of \$88,857, representing a 2.24% increase from the previous year, including the levy lid lift, as well as amounts resulting from the addition of new construction and improvements to property, and any possible increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, RESOLVES AS FOLLOWS:

Effective Date. This Resolution shall be effective upon its adoption by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON NOVEMBER 8, 2021 AND
SIGNED IN AUTHENTICATION OF ITS PASSAGE ON NOVEMBER 8, 2021.**

Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:

Scott M. Missall, City Attorney

Aimee Kellerman, City Clerk

FILED WITH THE CITY CLERK: XX
PASSED BY THE CITY COUNCIL: XX
RESOLUTION NO. 420

7.1b 2022 Property Tax Levy Resolution No. 420

PRELIMINARY

LEVY LIMIT WORKSHEET – 2022 Tax Roll

TAXING DISTRICT: City of Medina

The following determination of your regular levy limit for 2022 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Library District

(Note 1)

Estimated Library rate: 0.29205

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
4,183,833	Levy basis for calculation: (2021 Limit Factor) (Note 2)	4,183,833
1.0500	x Limit Factor	1.0386
4,393,025	= Levy	4,345,329
136,934,465	Local new construction	136,934,465
0	+ Increase in utility value (Note 3)	0
136,934,465	= Total new construction	136,934,465
0.64890	x Last year's regular levy rate	0.64890
88,857	= New construction levy	88,857
4,481,882	Total Limit Factor Levy	4,434,186
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
4,481,882	Total Limit Factor Levy + new lid lifts	4,434,186
5,332,505,221	÷ Regular levy assessed value less annexations	5,332,505,221
0.84048	= Annexation rate (cannot exceed statutory maximum rate)	0.83154
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
4,481,882	+ Limit Factor Levy	4,434,186
4,481,882	= Total RCW 84.55 levy	4,434,186
3,192	+ Relevy for prior year refunds (Note 5)	3,192
4,485,074	= Total RCW 84.55 levy + refunds	4,437,378
	Levy Correction: Year of Error _____ (+or-)	
4,485,074	ALLOWABLE LEVY (Note 6)	4,437,378
Increase Information (Note 7)		
0.84108	Levy rate based on allowable levy	0.83214
3,986,413	Last year's ACTUAL regular levy	3,986,413
406,612	Dollar increase over last year other than N/C – Annex	358,916
10.20%	Percent increase over last year other than N/C – Annex	9.00%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	5,332,505,221
	x Maximum statutory rate	3.30795
	= Maximum statutory levy	17,639,661
	+Omitted assessments levy	0
	=Maximum statutory levy	17,639,661
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.
Please read carefully the notes on the reverse side.

7.1b 2022 Property Tax Levy Resolution No. 420

Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted assessments are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***

7.1b 2022 Property Tax Levy Resolution No. 420

By Ordinance 2152 of the Metropolitan King County Council, Taxing Districts are required annually to submit the following information regarding their tax levies for the ensuing year as part of a formal resolution of the District's governing body.

THE KING COUNTY ASSESSOR HAS NOTIFIED THE GOVERNING BODY OF

Medina

THAT THE ASSESSED VALUATION OF PROPERTY LYING WITHIN THE BOUNDARIES OF SAID DISTRICT FOR THE ASSESSMENT YEAR 2021 IS:

		\$ <u>5,332,505,221</u>
REGULAR (STATUTORY) LEVY (AS APPLICABLE):		
EXPENSE FUND		\$ <u>3,126,597</u>
- TEMP. LID NAME		\$ _____
- TEMP. LID NAME		\$ _____
RESERVE FUND		\$ _____
NON-VOTED G.O. BOND (Limited)		\$ _____
REFUNDS (Noted on worksheet)		\$ <u>3,192</u>
TOTAL REGULAR LEVY		\$ <u>3,129,789</u>
EXCESS (VOTER APPROVED) LEVY:		
(Please list authorized bond levies separately.)		
G.O. BONDS FUND LEVY		\$ _____
G.O. BONDS FUND LEVY		\$ _____
G.O. BONDS FUND LEVY		\$ _____

SPECIAL LEVIES (INDICATE PURPOSE AND DATE OF ELECTION AT WHICH APPROVED):

11/8/19 Voter appv levy lid lift, year 3 of 6	\$ <u>1,038,084</u>
	\$ _____
TOTAL TAXES REQUESTED:	\$ <u>4,167,873</u>

THE ABOVE IS A TRUE AND COMPLETE LISTING OF LEVIES FOR SAID DISTRICT FOR TAX YEAR 2022 AND THEY ARE WITHIN THE MAXIMUMS ESTABLISHED BY LAW.



(AUTHORIZED SIGNATURE)

November 8, 2021

(DATE)

**MEDINA, WASHINGTON****AGENDA BILL****Monday, November 8, 2021**

Subject: Adopting an Amendment to Financial Policies to Add a New Fund (Development Services Fund)

Category: Public Hearing & Resolution

Staff Contact: Julie Ketter, Finance Director

Summary

The City Council of the City of Medina adopted Financial Management Policies by motion on October 10, 2011.

Periodically, policies need revised to match updated regulations or amended. Since the original adoption the Financial Management Policies have been amended as follows:

April 13, 2015, Resolution No. 377
November 14, 2016, Resolution No. 387
July 13, 2020, Resolution 407
December 14, 2020, Resolution 414
June 14, 2021, Resolution 418

Resolution 421, of November 8, 2021, Summary of changes:

- Establish a separate enterprise fund for Development Services in order to provide greater transparency of Development Services' financial activities as well as a more focused and streamlined accounting structure to evaluate its cost recovery rate.

Attachment(s)

Resolution No. 421 including, Financial Management Policies (**Exhibit A, starting page 4**).

Budget/Fiscal Impact: None

Recommendation: Approve.

City Manager Approval: 

Proposed Council Motion:

"I move to Adopt Resolution No. 421 Amending Financial Management Policies to establish a separate Development Services Fund."

Time Estimate: 5 minutes

CITY OF MEDINA, WASHINGTON

RESOLUTION NO. 421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, ADOPTING AN AMENDMENT TO FINANCIAL POLICIES TO ADD A NEW FUND (DEVELOPMENT SERVICES FUND).

WHEREAS, the City provides Development Services to the community as a department within the General Fund, charging fees directly to individual property owners who wish to develop their private property. These revenue sources exist to offset the expense the City incurs on the individual property owners' behalf; and

WHEREAS, the City desires greater transparency of Development Services' financial activities as well as a more focused and streamlined accounting structure to evaluate its cost recovery rate; and

WHEREAS, the Government Accounting and Standards Board (GASB) has pronounced that if any service or program's principal revenue source has a pricing policy that fees and charges be set to recover cost meets the criteria to be reported as a separate "Enterprise Fund"; and

WHEREAS, the City desires to extract the Development Services Department's related revenues, expenses (direct and allocated) and customer deposits from the General Fund and place them in a newly created Development Services Fund, starting with Budget Year 2022; and

WHEREAS, this actions requires an amendment to the City's Financial Management Policies;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. Adopt Financial Management Policies as Amended, attached hereto as Exhibit A.

Section 2. Effective Date. This Resolution shall be effective upon its adoption by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON NOVEMBER 8, 2021 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON NOVEMBER 8, 2021.

Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:

Scott M. Missall, City Attorney

Aimee Kellerman, City Clerk

FILED WITH THE CITY CLERK: XX
PASSED BY THE CITY COUNCIL: XX
RESOLUTION NO. 421

EXHIBIT A**City of Medina, Washington
Financial Management Policies****General Financial Goals:**

Ensure a financial base that is sufficient to sustain City of Medina Municipal Services, able to withstand local and regional economic challenges, able to adjust to changes in service requirements, and maintain sound fiscal policies in support of these goals.

Financial Management Policies:

The Financial Management Policies assemble all of the City's financial policies in one document. They are the tools to ensure that the City is financially able to meet its immediate and long-term service objectives. The individual policies contained herein serve as guidelines for both the financial planning and the internal financial management operations of the City.

The City of Medina is accountable to its citizens for the use of public dollars. Municipal resources must be used wisely to ensure adequate funding for the services, public facilities, and infrastructure necessary to meet the community's present and future needs. These policies safeguard the fiscal stability required to achieve the City's goals and objectives.

The City of Medina's Financial Management Policies, and any amendments thereto, shall be adopted by resolution of the City Council.

Policy Objectives:

The Financial Management Policies have the following objectives for the City's fiscal performance:

- Guide City Council and Management Policy decisions.
- Establish operating principles that minimize the cost of government and financial risk.
- Maintain revenue policies that ensure adequate funding for desired programs, currently, as well as in the future.
- Promote sound financial management by providing accurate and timely reporting information on the financial condition of the City.
- Protect the City's credit rating and provide for adequate resources to meet the provision of any debt incurred by the City.
- Ensure the legal use of financial resources through an effective system of internal controls.

- Promote cooperation and coordination with other governments and the private sector in the financing and delivery of services with the goal of obtaining the best value for the tax dollar.

Budget Policies

- a. The annual budget will be designed in support of the Strategic Goals of the City and will focus on continual evaluation of the City's success at achieving the goals and policies it has set for itself. The operating budget is the City's comprehensive annual financial plan which provides for City services based on City priorities.
- b. The annual budget shall be developed consistent with state law and in a manner which encourages early involvement with the public and City Council.
- c. The City Council will establish municipal service levels and priorities for the ensuing year prior to and during the development of the preliminary budget.
- d. The City will maintain a balanced budget. The use of existing fund balances to achieve a balanced budget (while generally accepted as a practice in Washington Cities), is not sustainable for the long term. The City prefers to adopt an operating budget where current revenues meet or exceed current budgeted expenditures.
- e. The Finance Department will maintain a system for monitoring the City's financial performance. The system will provide the City Council with monthly and/or quarterly information in a timely manner at the fund level, by revenue resources and department level expenditures.
- f. Under the provisions of state law and the City's operating procedures, the budget is adopted at the fund level. Adjustments or reallocations of existing appropriations within the fund level, which do not change the bottom line of the fund, may be done administratively and do not require Council action. Additions to, or reductions of fund level appropriations, which change the bottom line of the fund, require an amendment of the budget and City Council action by Ordinance.
- g. Supplemental budget appropriations (appropriations requested after the original budget is adopted) will be submitted in the form of a Budget Amendment and will be considered as a result of the availability of new revenues.
- h. The annual budget will provide for the design, construction, maintenance and replacement of the City's Capital, facilities and equipment consistent with the Capital Projects Plan/ Comprehensive Plan/ Capital Improvement Plan, including the associated costs for operating the facilities.
- i. The City will maintain all assets at such a level that it protects the City's capital investment and minimizes future maintenance and replacement costs.
- j. The City will develop an equipment replacement and maintenance needs list by department for the life cycle of the equipment and will utilize this list during the annual budget development process.
- k. Fixed assets: inventories of larger physical fixed assets costing more than \$5,000 and having a useful life of more than one year, will be maintained on a Fixed Asset Schedule and will be updated as the property is added, retired or sold.

Fund Policies

Adequate fund levels are a necessary component of the City's overall financial management strategy and a key factor in external agencies' measurement of the City's financial strength.

General Fund Operating Balance: Minimum 25% Fund Balance

The City will strive to maintain General Fund Operating Balances at a minimum level of 25% of the total General Fund Budgeted Expenditures.

The General Fund Operating Balance shall be created and maintained to provide sufficient cash flow to meet the needs of daily financial operations.

In general, the City shall endeavor to support ongoing operations with ongoing revenues, but may use General Fund Operations Balances on a limited basis to support City services pending the development of a longer-term financial solution.

The General Fund Operating Balance shall not be used in a manner that puts the City in danger of being unable to sustain future operations. If the General Fund Operating Balance falls below the policy level stated above, it will be important for the City to create a long-term plan to replenish the fund balance level.

Budget surpluses in the General Fund Operations Balance may be used on a limited basis to fund operations and to fund reserve accounts if:

- a) There are surplus balances remaining after all current expenditure obligations are met.
- b) The City has decided that revenues for the ensuing budget year are sufficient to support budgeted General Fund Operating needs.

A surplus is defined as the difference between the actual beginning fund balance and budgeted beginning fund balance. It consists of "under-expenditures" and/or "excess revenues" over and above the amounts included in the following year's annual budget.

Reserve Account Policies

The City maintains Reserve Accounts for a Levy Stabilization Fund Account, a Contingency Fund Account, a Capital Projects Fund Account, and an Equipment Replacement Account. The priority or sequence for allocating reserves to these accounts is:

1. The Levy Stabilization Fund account up to the annual targeted amount identified in the Levy.
2. The Contingency Fund account up to 25% of the annual general fund budgeted expenditures.
3. Any remaining reserves allocated to the Capital Projects Fund, the Equipment Replacement Account and/or the Levy Stabilization Fund as recommended by the City Manager and/or Finance Director.

Levy Stabilization Fund

On the November 2019 ballot, Medina voters approved a 6-year increase to their City property tax levy, starting in 2020, in order to maintain then-existing levels of service for the next 10 years. A promise was made to the voters that these additional funds would be managed in such a way as to keep those service levels in place for at least 10 years. The purpose of the Levy Stabilization Fund is to hold excess amounts resulting from the levy increase during 2020-2025 and to draw from the Levy Stabilization Fund to cover General Fund and Street Operations funding gaps during 2026 to 2029 (or longer, if feasible).

Contingency Fund

The Contingency Fund may be used for the following:

- a) To sustain City services in the event of a catastrophic event such as a natural/manmade disaster (e.g. earthquake, windstorm, flood, terrorist attack) or a major downturn in the economy.
- b) To address temporary, short-term (less than one year) economic downturns and temporary gaps in cash flow. Conditions, such as expense reductions and/or restrictions may be imposed.
- c) Amounts held in the Contingency Fund in excess of its limit (25% of the annual general fund budgeted expenditures) may be used to fund the Capital Improvement Plan.
- d) To pay down debts expeditiously when financially advisable, consistent with expert recommendations and with consideration of the City's overall financial status.

All expenditures transferred into and out of the Contingency Fund, must be authorized by the City Council.

Capital Projects Fund

The Capital Projects Fund may be used for Capital Improvement Plan projects. See Capital Investment Policies section for further details.

Equipment Replacement Account:

The City may elect to maintain an Equipment Replacement Account for the purpose of funding fleet maintenance (police and public works) or a capital equipment reserve for the purpose of capital asset replacement.

Development Services Fund:

The City provides Development Services to the community. Prior to 2022 this was done as a department within the General Fund, charging fees directly to individual property owners who wish to develop their private property. These revenue sources exist to offset the expense the City incurs on the individual property owners' behalf.

The City desired greater transparency of Development Services' financial activities as well as a more focused and streamlined accounting structure to evaluate its cost recovery rate. The Government

Accounting and Standards Board (GASB) has pronounced that if any service or program's principal revenue source has a pricing policy that fees and charges be set to recover cost meets the criteria to be reported as a separate "Enterprise Fund". The City desired to extract the Development Services Department's related revenues, expenses (direct and allocated) and customer deposits from the General Fund and place them in a newly created Development Services Fund, starting with Budget Year 2022.

Revenue Policies

- a. The City will strive to maintain a diversified and stable revenue system in order to maintain the City's ability to handle fluctuations in individual revenue sources.
- b. Revenue forecasts should be realistically estimated and based on the best information available. The City will take into consideration that revenues are subject to local and regional economic activities.
- c. If long-term (greater than one year) revenue downturns are expected, the City will review and as appropriate revise its revenue forecasts. The City will also consider reducing expenses or increasing revenue in order to respond to and help stabilize the long-term impacts.
- d. When evaluating potential grants, the City must consider and communicate to management and, where applicable, Council, the near- and long-term financial impact of the grant on the City, including any requirements for local matching funds or for continuation of program with local funds after grant funds are exhausted, as well as any future expenditure impacts (e.g., on-going repairs and maintenance). A grant may be rejected if its impacts on City finances cannot be justified.
- e. The City will strive to set fee schedules at levels sufficient to cover the entire cost of service delivery. The City will systematically review user fees and consider adjustments as necessary to consider the effects of additional service costs and inflation.
- f. With respect to revenue-generating contracts and leases to be entered into by the City, the City shall review and, as applicable, present to Council for approval, the contract or lease on a timely basis in order to help ensure prompt approval by Council (where applicable) and generation of the related revenue streams. The City must undertake due diligence for any possible real or apparent conflicts of interest and recommend how to manage them. Any contracts or leases with real or apparent conflicts of interest must be approved by City Council, and the conflict and conflict-management information must be fully disclosed to the City Council prior to the presentation of the contract or lease to City Council for approval.

Expenditure Policies

- a. The City budget will provide for sustainable levels of service.
- b. The City will propose only those operating expenditures that can be supported from on-going operating revenues.

- c. The City's operating budget will not rely on one-time revenues to fund ongoing expenditures. Before the City undertakes any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years. Capital expenditures may be funded from one-time revenues, but the operating budget expenditure impacts of capital expenditures will be reviewed for compliance with this policy provision.
- d. Department heads are responsible for managing their budgets within the total appropriation for their department.
- e. The City will maintain expenditure categories according to state statute and administrative regulation.
- f. All compensation planning and collective bargaining will focus on the total cost of compensation, which includes direct salary, health care benefits, pension contributions, education, training allowance, and other benefits of a non-salary nature, which are a cost to the City.

Purchasing Policies

- a. The City will follow state laws, adopted resolutions, ordinances and policies regarding procurement.
- b. The Director of Finance shall develop detailed procedures for purchasing, credit card usage, petty cash, expenditure authorization and/or contract management activities.
- c. Federal Funds or Grants: When procurement involves the expenditure of federal, state or county government, or private, funds or grants, the purchase shall be conducted in accordance with any applicable federal/grant laws or regulations, and must be approved by the Director of Finance and the City Manager or their designee. When purchasing items to be funded by others or reimbursed by a grant, the purchaser will perform the due diligence required to ensure that the purchase meets the criteria of the specific grant prior to initiating the purchase and requesting a release of City funds for the purchase.
- d. Emergency Procurement: The City Manager or designee may make or authorize others to make emergency procurements of materials, supplies or equipment or services when a threat to public health, welfare or safety exists. State laws relating to emergency declaration and emergency purchases will be followed.

Capital Investment Policies

- a. The City will make capital improvements in accordance with an adopted Capital Improvement Plan.
- b. It is the policy of the City to maintain a Capital Projects Fund to provide funding for future projects including debt repayment. The use of any funds within the Capital Projects Fund must be recommended by the City Manager or their designee and approved by City

Council.

- c. The Capital Improvement Plan and the base budget will be reviewed at the same time to ensure that the City's capital and operating needs are funded and that the Capital Improvement Plan is aligned with the City's other long-range plans.
- d. The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to Council for approval.
- e. The City will comply with state and local laws regarding use of Real Estate Excise Tax (REET) Revenue.

Accounting, Auditing and Financial Reporting

The City will maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide effective means of ensuring that overall City goals and objectives are met.

Accounting Records and Reporting: The City will maintain its accounting records in accordance with state and federal regulations. Budgeting, accounting and reporting will conform to Budgeting, Accounting and Reporting System (BARS) for Governments as prescribed by the Washington State Auditor's Office. Regular monthly and annual financial reports will present a summary of financial activity by fund type and will be provided to the City Council.

Auditing: The City shall prepare and submit in a timely manner, the Annual Financial Report to the Washington State Auditor's Office in accordance with the standards established for the Annual Financial Report. The Washington State Auditor's Office will perform the City's financial and compliance audits on an annual basis. Results of the audit will be provided to the City Council in a timely manner.

The Finance Department will develop, maintain, and consistently seek to improve cash management systems and processes which will ensure the accurate and timely accounting, investment and security of all cash assets. Cash received will be deposited in a timely manner and monies will be safeguarded (e.g. kept in a safe) until they are deposited.

The City will establish a Petty Cash Fund in the amount of \$200. The Petty Cash Fund is to be used solely for the purpose of making payment and/or small reimbursements for City related purchases.

Investment Policy

1.0 Policy:

It is the policy of the City of Medina to invest public funds in a manner which will provide the maximum security of the principal; meet the daily cash flow demands of the City; provide the City with the highest investment return and conform to all Washington statutes governing the investment of public funds.

2.0 Objective:

The City's investments will follow all statutes governing the eligible investments for public funds in the State of Washington, in accordance with the Revised Code of Washington (RCW) 35A.40.050.

The primary objectives, in priority order, of the City's investment activities shall be:

- a) Safety: Safety of principal is the foremost objective of the City of Medina. Investments of the City shall be undertaken in such a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- b) Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.
- c) Return on Investment: The City's investment portfolio shall be designed with the objective of attaining a market rate of return considering the City's risk constraints and the cash flow requirements.

The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate all investment activities, and report promptly to the Council any adverse development with any investment.

3.0 Ethics and Conflicts of Interest:

Anyone involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and Council Member officials shall disclose to the City Manager and the City Council any material financial interests in financial institutions that conduct business with the City, and she/he shall further disclose any personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and Council Member officials shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.

4.0 Authorized Financial Dealers/Institutions:

Authorized broker/dealers and financial institutions will be limited to those that are approved by the Finance Committee and meet one or more of the following:

- a) Financial institutions approved by the Washington Public Deposit Protection Commission (RCW 39.58); or,
- b) Primary dealers recognized by the Federal Reserve Bank; or,
- c) Non-primary dealers qualified under the U.S. Securities and Exchange Commission Rule 15c3-1, the Uniform Net Capital Rule, and a certified member of the National Association of Securities Dealers.

At the request of the City, financial institutions, brokers and dealers performing investment services for the City shall provide their most recent financial statements or Consolidated Report of Condition ("call report") for review.

5.0 Authorized Investments:

The City may invest in any of the securities identified as eligible investments as defined by RCW 35A.40.050. In general, these consist of:

- a) Investment deposits (certificates of deposits) with qualified public depositories as defined in Chapter 39.58 RCW.
- b) Certificates, notes or bonds of the United States, or other obligations of the United States or its agencies, or of any corporation wholly owned by the government of the United States (such as the Government National Mortgage Association).
- c) Obligations of government-sponsored corporations which are eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System. (These include but are not limited to, Federal Home Loan Bank notes and bonds; Federal Farm Credit Bank consolidated notes and bonds, and Federal National Mortgage Association notes, bonds and guaranteed certificates of participation.)
- d) Bankers' acceptances purchased on the secondary market.
- e) Bonds of the State of Washington and any local government in the State of Washington which have, at the time of investment, one of the three highest credit ratings of a nationally recognized rating agency.
- f) Repurchase agreements for securities listed in 2, 3 and 4 above, provided that the transaction is structured so that the City of Medina obtains control over the underlying securities and a Master Repurchase Agreement has been signed with the bank or dealer.
- g) The State of Washington Local Government Investment Pool.
- h) For a complete list of eligible investments for public funds in the state of Washington, visit: http://www.tre.wa.gov/documents/inv_elig.pdf

6.0 Safekeeping and Custody

All securities transactions entered into by the City of Medina shall be conducted on a delivery versus-payment (DVP) basis. Securities will be held by a third-party financial institution designated by the Finance Director as custodian on the City's behalf. All securities purchased by the City of Medina shall be properly designated as an asset of the City and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Finance Director as authorized herein, or by the Director's designee.

7.0 Reporting:

The Finance Director will determine what investment information will be included in the monthly financial report.

Debt Policy

The City will maintain adequate available debt capacity for specific priority projects.

The objectives of the City's Debt Management Policy will be to minimize the need for debt by maintaining strong revenue sources which meet or exceed expenditures.

Debt may be utilized to address short-term cash flow needs and/or to finance significant capital or other obligations. Debt will not be used to fund long-term revenue shortages. City Council approval is required to approve the issuance of debt.

Current Operations will not be financed with long term debt. In the event that the need for long term debt arises, the term of the long-term debt will not exceed the life of the projects financed.

When evaluating the use of non-voted Councilmanic Debt and the associated debt service obligations, an analysis shall be performed to determine the City's ability to make debt service payments, considering revenue fluctuations associated with periodic economic cycles. Debt may be considered where the Director of Finance can demonstrate that there is sufficient projected discretionary revenue to service the debt without disrupting the City's existing service delivery or programs.

Voted and non-voted Councilmanic Debt will be used prudently in a manner to avoid an adverse impact on the City's credit rating or ability to issue subsequent or additional debt.

Upon the issuance of any debt, the Director of Finance will establish the appropriate procedures to assure compliance with bond/debt covenants and applicable federal, state and local laws, policies and regulations.

In the event that the use of debt is required, the City will raise capital at the lowest cost, consistent with the need to borrow. This will be accomplished by keeping a high credit rating, and maintaining a good reputation in the credit markets by managing the annual budget responsibly.

Small and Attractive Asset Policy

It is the policy of the City to maintain accountability over all tangible items that may have the likelihood of disappearing without being noticed.

A small and attractive item is an item that is easily concealed and carried off, priced between \$500 - \$4999, and has a life expectancy of more than one year. This item also is not likely to be missed immediately upon disappearance. Examples include without limitation laptops, cellphones, cameras, projectors, shop tools, guns, etc.

Each department head, or their designee, will prepare an Inventory List annually of their small and attractive items. If an item from the previous year is deleted, the department head will note the reason and/or means of disposal. This inventory list will be provided to the Finance Director by June 30th each year for monitoring. The Finance Director or designee will do a physical inventory based on random selection representing approximately 10-25% of items not previously selected in the prior 2 years.

The asset list will contain the serial number, model or other identifying information. Whenever feasible, each piece of property will be engraved or marked with the city's name. Such markings will be removed or obliterated only when the item is sold, scrapped, cannibalized, or otherwise disposed of.

The City may acquire property via purchase, construction, donation, or lease. Regardless of how it is acquired, when the property is received, the department head or their designee will add it to their Small & Attractive Assets Inventory List and mark the item with the City's name.

Items missing without adequate or feasible explanation may require additional reports to the Police Department, City Manager and/or Insurance Company. Deletions brought about as a result of natural disasters or theft would require reporting to the insurance provider for an eventual reimbursement claim.

EFT (Electronic Fund Transfer) CONTROL PROCEDURES

To promote the safety of City funds in the electronic funds transfer environment, the following procedures will be adhered to:

1. The procedure to initiate, approve, and record an EFT payment is subject to the same financial policies, procedures, and controls that govern disbursements made by any other means.
 - Review of transfer by Finance Director or her/his designee who will not be entering or initiating the transfer.
 - Two approval signatures from authorized check signers.
 - Reconciliation of bank activity to the General Ledger will be performed in a timely manner with all exceptions resolved.
2. EFT transactions will not be made without proper authorization of affected parties in accordance with federal and state statutes and accepted business practices.
3. All EFT payments should be initiated by secure computer-based systems:
 - US Bank SinglePoint (designated administrator, dual control & time-limited token generated PIN)
 - Known payroll benefit providers' portals, such as IRS, AWC, DRS.
4. The City Finance Director shall serve as primary administrator to manage and control access to the systems used to process EFT transactions. The administrator shall ensure that adequate separation of duties exists in accordance with accepted internal control standards. In addition, the administrator shall ensure approval and maintenance of user system IDs, user permissions, including authorized representatives and their associated transfer limits. The City Manager has authority serve as back up administrator.

5. Because EFT transfers between City bank accounts have reduced risk, the Finance Office may use EFTs on a routine basis to concentrate funds for payment and investment purposes. Although the risks are minimal for transfers between City accounts, reasonable controls should exist with regard to authorization, reconciliation, and review of these transactions.

6. EFT payments are limited to transfers between City bank accounts, employee expense reimbursement, payroll and payroll benefits.

7. Employees must submit hard copy of completed Direct Deposit Agreement Form to the Finance Director. No electronic signatures will be accepted. Any change to banking information will require a newly completed form. Employee signatures will be verified against signature on file. If an employee submits a change request without enough time for authorization prior to payroll, payment will be made by check until such time as the information can be verified.



MEDINA, WASHINGTON

AGENDA BILL

Monday, November 8, 2021

Subject: Tree Code Update

Category: Public Hearing

Staff Contact(s): Stephanie Keyser, Planning Manager; Emily Miner, City Attorney

Summary

In September 2020, City Council placed a review of the tree code on the Planning Commission's work plan. The direction was to focus on regulations related to "land under development".

Planning Commission spent this past year reviewing the existing tree code, focusing largely on the land under development. However, as part of the review process, amendments to other portions of the code have been suggested. This is a natural evolution when undertaking code amendments because by nature, the various code provisions in a chapter are integrated and intersect with each other. Thus, when one section of code is updated, it tends to necessitate a review of other code sections to maintain uniformity and consistency across the code.

Accordingly, while the code amendments presented to Council predominately address the direction to consider amendments to standards relating to land under development, the amendments also include suggested updates to address inconsistencies, streamline procedures, and remove redundancies.

Background

Throughout the 2021, Planning Commission reviewed tree permits that had been approved since the adoption of the previous update in 2015 and also completed a detailed analysis of the existing tree code.

The results indicated that: (1) there was a discrepancy in the current code between two sections (Tree Retention Requirements and Minimum Performance Standards for Land Under Development), (2) the code lacked guidance on where trees should be retained and/or replanted, and (3) the fees associated with the fee-in-lieu option were not creating a disincentive.

In order to address the discrepancies, inconsistencies, and lack of clarity around existing regulations, Planning Commission identified the following topics for consideration:

- the definition of a significant tree
- better legacy tree protection
- the specific tree species that the city requires/encourages
- long-term survival rates and enforcement
- the numerical tree replacement requirement
- the location of trees, both removal and replacements
- making sure the code is simple and flexible

Planning Commission Recommendations

After extensive consideration over the course of the last year, the Planning Commission made the following recommendations:

Code Reference	Proposed change
MMC 16.12 "S" definitions	The definition of a significant tree did not need to be amended because 6 inches was the appropriate size.
MMC 20.52.120 (Legacy and Landmark Tree protection measures)	A new tree category should be created for trees larger than 50" inches (Landmark Trees), and the threshold for Legacy Trees should be reduced from 50" to 36"
MMC Table 20.52.130(B) (Minimum preservation standards for land under development)	Increase the significant tree density ratio requirement for .35 to .4. for land under development
MMC Table 20.52.130(C) (Minimum preservation standards for land under development)	A reduction in the values of the tree credit section by .25
MMC 20.52.140(C) (Supplemental tree standards and priorities) and MMC 20.52.320(A)(3)(c) (Tree preservation plan)	A locational requirement for the placement of supplemental trees
MMC 20.52.320(A)(3)(d) (Tree preservation plan)	Additional requirements for larger lots (+20,000 s.f) under development
MMC 20.52.330 (Fee-in-Lieu)	The option of selecting to pay a fee in lieu of replacement or supplemental trees should only be permitted if the city arborist determines there is insufficient area to replant on site. Additionally, the fee should be tied to the most current council of tree and landscaper appraiser guide for plant appraisal so that the City doesn't have to periodically raise the fees

The changes recommended by Planning Commission largely focused on addressing tree regulations for land under development. However, some of the recommended changes do impact land not under development. Specifically, changing the definition of a legacy tree and adding a definition for landmark trees does impact property owners of land not under development. Planning Commission determined, after extensive consideration, that because mature, larger trees are an important component of the City and something that draws people to the City, such trees should have an increased level of protection.

Trees with 36" DBH are already identified in the code as the bookend of a new grouping of trees. For the existing fee-in-lieu section, the contribution rate of replacing an existing significant tree is broken into three categories: significant trees to less than 20" DBH; 20" DBH to less than 36" DBH; and 36" DBH and greater. Additionally, the city's arborist suggested using 36" DBH. Accordingly, the Planning Commission's recommendation was to lower the legacy tree threshold from 50" DBH to 36" DBH, in accordance with the city arborist suggestion and as way to enhance protections for a larger number of trees.

The focus of public comments has been regarding the amendments of the legacy tree definition. The primary concern is that the reduced tree size for legacy trees will create an undue burden on property owners seeking to remove a tree on land that is not underdevelopment. Planning Commission did consider the burden of mitigation when discussing this proposal as the current code requires 50% of the removed DBH from a Legacy tree as mitigation. A sliding scale relative to lot size was agree upon: less than 10,001 requires a 10% removed DBH mitigation; from 10,001 to 13,000 requires a 15% removed DBH mitigation; from 13,001 to 15,000 requires a 25% removed DBH mitigation; from 15,001 to 20,000 requires a 35% removed DBH mitigation; and greater than 20,000 requires a 50% removed DBH mitigation.

City Arborist Recommendations

The City Arborist also reviewed the code and made several suggestions. Staff have included his comments and revisions in the code and responded to his comments as applicable.

City Attorney Recommendations

Part of the Council's overall direction to the City Manager and staff has been to reduce complexity in the City's codes and processes. To that end, the City Attorney's office has also conducted a holistic analysis of the tree code and has suggested edits that will streamline and clarify processes and procedures. Specific recommendations are included in redline in the code and key recommendations are summarized below:

Code Reference	Concern	Recommendation
MMC 20.52.100 (Designation of	The current designation of certain activities as "land under development" is challenging	Eliminate references to 4-year review periods and consolidate the requirements

land Under Development)	because it requires tracking permits for a parcel of property over time and determining whether the number of permits, types of proposed modifications or removal of trees rises to the level specified in the code that would trigger the “land under development” classification. Historically, there has never been a tracking system in place to monitor permits for one property over time so it is not possible to conduct any analysis of each permit to determine whether the “land under development” threshold has been triggered.	to simply say that if a significant tree is proposed to be removed in conjunction with a building permit, a ROW permit or land use or shoreline permit, then the project is considered “under development” and must comply with the land under development standards.
MMC 20.52.310 (Tree activity permits)	The tree activity permits include many redundancies and ambiguities. Further, there are no permits for the removal of hazard or nuisance trees nor removal of trees for land not under development, but no supplemental trees are required.	Review and revise to eliminate inconsistencies and redundancies. Also recommend codified permits related to hazard/nuisance tree removal and removal of trees on land not under development if no supplemental trees are required.
MMC 20.52.340(B) (Tree Protection measures during construction)	These requirements relate to construction mitigation.	Relocate construction mitigation conditions to the construction activity permit requirements

Next Steps

The purpose of this first reading of the tree code amendments is to review and consider the proposed recommendations by Planning Commission, the City Arborist, and the City Attorney. Additionally, the Council will hold a public hearing to receive public comment on the draft code.

At the conclusion of the public hearing, Council has a number of options: (1) adopt the code as presented, (2) adopt the code with specific revisions, (3) direct staff to make specific amendments to the code and bring those back for Council consideration, or (4) direct Planning Commission to review and consider other amendments.

Attachment

1. Tree Code

Budget/Fiscal Impact: N/A

Recommendation: Discussion and possible direction.

City Manager Approval:

Proposed Council Motion: N/A

Time Estimate: 30 minutes



CITY OF MEDINA

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MEMORANDUM

DATE: November 8, 2021

TO: Honorable Mayor and Medina City Council

FROM: Stephanie Keyser, AICP, Planning Manager

RE: Tree Code Update – Planning Commission Recommendation

This memorandum outlines Planning Commission’s recommendation on the tree code update. Further explanation on the Legacy tree portion of the proposal is provided as well as the dates that the pieces of the recommendation were approved. The draft code is available as Attachment A and is color coded based upon the recommendation: black is the existing text, red is the Planning Commission’s recommendation, green is the city arborist recommendation, and blue is the city attorney’s recommendation.

The attachments to this memorandum are as follows:

- Attachment A – Draft code with comments from city attorney
- Attachment B – Tree Unit Rationale, from previous tree code amendment document, January 2015
- Attachment C – Tree Permit Data August 2015-July 2021
- Attachment D – List of Significant Tree Species
- Attachment E – TREE-19-063 approved application
- Attachment F - Permit Analysis from April 27, 2021, Planning Commission Packet: Status Quo vs Reducing Legacy Tree to 36” and increasing those tree units by .25 vs Reducing Legacy Tree to 36” and reducing all units by .25 plus associated tree permits
- Attachment G – Public Comments
 - a. Excerpt of email from Miles Adam to Planning Commission Chair Laurel Preston, received April 12, 2021
 - b. Rob Short – email received August 27, 2021
 - c. Doug Hutson – email received August 28, 2021
 - d. Kay Koelemay Dicharry – email received August 30, 2021
 - e. David Yee – email received October 10, 2021
 - f. Dan Becker – email received October 17, 2021
 - g. David Yee – email with attachment received October 17, 2021
 - h. Colin Radford – email received October 29, 2021
 - i. Allyson Jackson – email received November 4, 2021

PART 1 – COUNCIL REQUEST

On September 22, 2020, the City Council placed reviewing the tree code on Planning Commission's work plan. The work plan item description is below:

Review tree retention and replacement requirements for new single-family construction

Description

Medina's sylvan nature is something that distinguishes it from the surrounding jurisdictions and contributes to its high-quality residential character. Recent projects have demonstrated a deficiency in the tree code regarding new construction. This task would only review the sections of the tree code that relate to new single-family site redevelopment.

Requests to Staff

The first step will be to examine the retention and replacement requirements for lots undergoing redevelopment.

Deliverable

The initial deliverable from PC to CC would be a high-level recommendation regarding changes to the retention and replacement requirement in the tree code for new single-family development (MMC 20.52.110) and/or the minimum performance standards for land under development (MMC 20.52.130).

PART 2 – LEGACY TREE DISCUSSION

The current code identifies Legacy trees as those trees that are listed on Medina's List of Suitable Tree Species with a 50" DBH or greater. Early in the tree code discussion, Planning Commission expressed concern that the current code does not provide enough protection for these trees. The possibility of increasing the fee attached to their removal, increasing required mitigation, or lowering the threshold for what counts as a Legacy tree was discussed.

Trees with 36" DBH are already identified in the code as the bookend of a new grouping of trees. For the existing fee-in-lieu section, the contribution rate of replacing an existing significant tree is broken into three categories: significant trees to less than 20" DBH; 20" DBH to less than 36" DBH; and 36" DBH and greater. Additionally, the city's arborist suggested using 36" DBH if Planning Commission was considering lowering the threshold. Accordingly, the Planning Commission's recommendation is to lower the legacy tree threshold from 50" DBH to 36" DBH, in accordance with the city arborist suggestion and as way to enhance protections for a larger number of trees.

There have been 295 tree permits submitted for land under development and land not under development since the adoption of the most recent tree code amendment in 2015. This number does not include permits to remove trees in the right-of-way, or those permits that were approved but were missing the tree information in the City's permit tracking portal, SmartGov. Of the 295 permits, 7 properties (.02%) removed a tree with a 50" DBH or greater while 12 properties (.04%) had a Legacy tree that remained on site after the permitted work was completed. Under the proposed code, 63 properties (21%) removed 88 trees that would now be classified as Legacy and

70 properties (.24%) would have 107 trees after the permitted work was finished that would be considered Legacy trees.

Planning Commission voted unanimously (6-0) on June 22, 2021, to lower the threshold for what counts as a Legacy tree from 50" to 36" and to create a new category of tree called Landmark tree which would be those trees with a DBH of 100" or greater. On October 19, 2021, that recommendation was amended so that Landmark trees began at 50" DBH, which was in accordance with the city arborist's recommendation.

As the recommendation currently stands, Planning Commission saw Legacy trees as one standard throughout the city, regardless of a parcel being under development or not. To balance out the mitigation requirements, a sliding scale relative to lot size was created: less than 10,001 requires a 10% removed DBH mitigation; from 10,001 to 13,000 requires a 15% removed DBH mitigation; from 13,001 to 15,000 requires a 25% removed DBH mitigation; from 15,001 to 20,000 requires a 35% removed DBH mitigation; and greater than 20,000 requires a 50% removed DBH mitigation. Ultimately, whether this part of the proposal is approved as recommended, sent back to Planning Commission to determine different mitigation standards based on development status, or rejected completely, is for Council to decide.

PART 3 – PUBLIC NOTICING AND COMMENTS

On August 27, 2021, a notice was sent out that the Planning Commission was working on a tree code update. On September 30, 2021, Planning Commission's notice of hearing was published in the Seattle Times, posted on notice boards throughout the city, sent out via GovDelivery, and placed on the website. City Council's notice of hearing was published in the Seattle Times, posted on notice boards throughout the city, sent out via GovDelivery, and placed on the website on October 20, 2021.

In April 2021, the Planning Commission Chair, Laurel Preston, received an email from a resident who was concerned about large trees that had been taken down on a property by the golf course. Although this property was not under development, an excerpt from his email was forwarded to the rest of the Commissioners and included as a public comment in the April Planning Commission Packet.

Staff has received a handful of comments on the tree code, some have been general while some have been specific. All of the comments that have been sent to staff are available for review in Attachment G.

PART 4 – PLANNING COMMISSION'S RECOMMENDATION

Throughout this past year, Planning Commission identified the following points to investigate while working through the tree code.

- the definition of a significant tree
- better legacy tree protection
- the specific tree species that the city requires/encourages

- the role of natural loss
- long-term survival rates and enforcement
- the numerical tree replacement requirement
- the location of trees, both removal and replacements
- making sure the code is simple and flexible

Each piece was voted on as Planning Commission was ready.

The definition of a significant tree (COMPLETED – APPROVED MARCH 23rd: 4-0)

An alternative definition of a significant tree was discussed in the beginning of the tree code investigation. Ultimately, Planning Commission decided to keep the definition of a significant tree as it currently is in the code.

Better legacy tree protection: Landmark, Legacy, and Significant (COMPLETED – APPROVED JUNE 22nd: 6-0) (RECOMMENDATION UPDATED OCTOBER 19th: 6-0)

Original recommendation: Planning Commission voted to create a new tree category for trees larger than 100” – Landmark trees, and to reduce the threshold for legacy trees from 50” to 36”.

Updated recommendation: After taking into consideration comments from the city’s arborist, Planning Commission voted unanimously (6-0) on October 19, 2021, to reduce the Landmark tree designation to 50” DBH

Fee-in-Lieu (COMPLETED – APPROVED APRIL 27th: 3-2)

Planning Commission voted to change the fee-in-lieu section so that fees-in-lieu will be permitted only if the city arborist determines there is insufficient area to replant on site. Additionally, the associated fee shall be tied to the most current council of tree and landscaper appraiser guide for plant appraisal. The Council of Tree and Landscaper Appraisers periodically updates their appraised values, which will take the burden off the city having to raise the fees every few years.

Staff is working on obtaining an appraisal on a tree in Medina Park to provide an example of what this looks like. The appraisal will be included in the December staff packet.

Medina Tree Fund (COMPLETED – NO ACTION NEEDED)

The question of what the city does with the money received from owners opting to use the fee-in-lieu (or payment into the Medina tree fund) option was asked. The Public Works department oversees the fund, and they use it to cover the costs of tree trimming, removal of hazard trees, and new plantings on city property. One thing the city should do is create a city landscape plan to identify where future plantings should occur.

Amending tree credit value section MMC 20.52.130(C) to reduce by .25 (COMPLETED – APPROVED JUNE 22nd: 6-0)

Planning Commission voted to reduce all values in the tree credit section by .25. The rationale behind this is that it will take more trees to create one unit. During the analysis, it was originally

hypothesized that increasing the unit for Legacy trees would result in better protection. However, what was discovered was increasing the numbers did not result in a net difference (Attachment F).

During the September 21, 2021, Joint City Council and Planning Commission meeting, the question was asked about the tree credit value and why it is used. This method of assigning value to a tree came about from the previous Development Services Director, the city arborist, and the members of Planning Commission during the update in 2014-2015. The credits assigned to the trees varied depending on DBH and projected canopy coverage, with larger more mature trees having a higher credit (Attachment B). The request from City Council to Planning Commission in September 2020 was to keep the scope limited and work within the parameters of the existing code; no one was interested in reinventing the code. To that end, Planning Commission's analysis focused on minor changes: what did it look like if certain numbers were slightly increased versus being decreased. We did not look at an overhaul of the existing tree credits or what the result of using varying whole numbers would produce.

Numerical tree replacement requirement; Location of trees, both removal and replacement; Making sure the code is simple and flexible

Large Lot (+20,000 sq. ft.) Location Requirement (COMPLETED – APPROVED* OCTOBER 19th)

This would place an additional location requirement on large lots (anything 20,000 square feet or larger). Statistically, these lot have more trees than smaller lots and are therefore able to cut down more trees. To address the perception of clear cutting, large lots would be required to preserve significant trees within the front and rear setbacks as well as the site interior. This type of requirement would not be appropriate for smaller lots that may only have two or three trees to begin with.

**Note:* The city arborist provided a comment opposing the creation of an additional layer of a location requirement for large lots. During the October 19th meeting, one commissioner moved to strike the section from the recommendation based on the arborist's comment. After discussion, the motion failed (1-5). The rationale behind supporting a requirement like this is that the perception of clear cutting is more acute on larger lots and generally, because of their size, these lots can support a requirement like this.

Increase Density Ratio to .4 (COMPLETED – APPROVED MARCH 23rd: 4-0)

The increase in the density ratio requirement from .35 to .4, as was recommended by the city arborist and staff, was approved.

PART 5 – ADDITIONAL RECOMMENDATIONS

When working with code, it is inevitable that things come up that are beyond the scope of work that has been prescribed. The following items are being included in Planning Commission's recommendation for future consideration and placement on the work plan.

1. Urban Forestry Manual (UFM) – An Urban Forestry Manual (UFM) is a supplemental guide for a tree code and can be used by homeowners and professionals to help facilitate the planning, design, installation, and maintenance of trees and landscaping. Planning Commission recommends that the City do an Urban Forestry Manual, similar to Clyde Hill's. It should be noted that this is not the first time Planning Commission has recommended the City do such a guide; a similar recommendation was forwarded to Council in 2014. As this is more of a technical document where the work would be done primarily by a consultant, it is staff's intention to recommend placing this on the work plan for 2023 or 2024, permitted funds are available.
2. Driveway Standards – Trees and driveways can conflict with each other, yet the code is silent on driveway standards. It is not unheard of for a tree to be removed solely for new construction to be able to create a wider apron or general driveway. This was a point of discussion for Planning Commission but a formal vote on this topic was never made. However, it is staff's opinion that having some guidance, even if it was only a few sentences, would be beneficial.

Attachment A

Chapter 20.52

TREE MANAGEMENT CODE

Sections:

20.52.010 Purpose and intent.

20.52.015 General provisions and applicability.

20.52.020 Applicability of the tree management code.

20.52.025 Repealed.

20.52.030 Exemptions.

20.52.040 Using this chapter.

20.52.050 Designation of significant tree species.

20.52.060 Repealed.

20.52.070 Repealed.

20.52.080 Repealed.

20.52.090 Repealed.

20.52.100 Designation of land under development.

20.52.110 Tree retention requirements. Repealed.

20.52.120 Legacy and Landmark tree protection measures.

20.52.130 Minimum performance preservation standards for land under development.

20.52.140 Off-site tree planting Supplemental tree standards and priorities.

20.52.150 Minimum restoration standards for land not under development.

20.52.160 Repealed.

20.52.200 Hazard tree risk assessment.

20.52.210 Nuisance tree.

20.52.220 City arborist established.

20.52.300 Notice of tree removal involving no construction.

20.52.310 Tree activity permits.

20.52.320 Tree ~~removal and planting~~ preservation plan.

20.52.330 Fee-in-lieu.

20.52.340 Tree protection measures during construction.

20.52.400 City tree removals.

20.52.410 Minimum street tree standards.

20.52.420 Owner responsibility within city rights-of-way.

20.52.500 Liability.

20.52.510 Other general provisions

20.52.010 Purpose and intent.

A. The purpose of this e-tree management code chapter is to preserve the existing sylvan appearance through long-term retention preservation and planting of trees that contribute to the community's distinct features including proximity to the lakeshore, views, heavily landscaped streetscapes, and large tracts of public and private open spaces. The city recognizes that trees:

Attachment A

1. Contribute to the residential character of Medina.
2. Provide a public health benefit.
3. Provide wind protection, ecological benefits to wetlands and watercourses, and aid in the stabilization of geologically hazardous areas.
4. Improve surface water quality and control and benefit Lake Washington.
5. Reduce noise and air pollution.

B. The intent of this chapter is to establish regulations and standards that:

1. Protect and preserve the existing tree canopy.
2. Provide homeowners flexible standards that encourage the preservation of trees while recognizing the importance of having access to sunlight and views.
3. Recognize through the standards in this chapter that certain factors may require the removal or pruning of certain trees due to circumstances such as disease, danger of falling, proximity to structures and improvements, interference with utility services, protection of view and sunlight, and the reasonable enjoyment of property.
4. Encourage best practices for the planting and managing of trees appropriately to minimize hazards, nuisances, and maintenance costs while allowing access to sunlight and views.
5. Prevent the indiscriminate removal or destruction of trees except as provided for in accordance with this chapter.
6. Promote building and site planning practices consistent with the purpose and intent of this chapter.
7. Ensure prompt development, restoration, replanting and effective erosion control of property after tree removal with landscape plans and other reasonable controls.
8. Foster public education on the local urban forestry program and encourage good tree management consistent with this chapter.

20.52.015 General provisions:

A. Where land is designated as under development pursuant to MMC 20.52.100, the applicant is required to comply with the following:

1. Demonstrate compliance with the minimum required tree unites established in Table

Attachment A

20.52.1280(B).

2. Demonstrate site design strategies and specific development site areas that preserve significant trees.

3. Submit a tree preservation plan that complies with MMC 20.52.320.

4. Ensure that any applicable grading plans required pursuant to MMC Chapter 20.43 are developed to avoid alterations to the grades within tree protection areas.

B. Subsequent ~~multiple~~ applications, for a single parcel, of the significant tree ~~retention~~ preservation requirements in this ~~section~~ Chapter over a 10-year period shall not cause the number and size of significant trees required to be retained to be reduced below the number of significant tree credits and size of trees required to be retained by the first application.

C. When calculating significant tree preservation ~~retention~~ requirements, trees excluded from preservation ~~retention~~ requirements shall not be included in the calculation.

D. For the purpose of calculating tree density requirements, critical areas and their associated buffers shall be excluded from the lot area used for calculation (example: a 16,000 square foot lot has a stream on site that encompasses 1,500 square feet including the stream buffer. The lot area used for tree density calculation would be 14,500 square feet (16,000 – 1,500 = 14,500) provided:

1. Critical areas shall be limited to wetlands, streams, geologically hazardous areas, conservation easements, and their associated buffers as described in MMC Chapters 20.50 and 20.67; and

2. Removal of any vegetation or woody debris, including trees, from a critical area is subject to the regulations in MMC Chapters 20.50 and 20.67.

20.52.020 Applicability of the tree management code.

A. No person ~~or their representative~~, directly or indirectly, shall remove, ~~or~~ destroy, ~~or prune~~ significant trees located on private property or public property within the jurisdictional boundaries of the city except as provided for in accordance with this chapter.

B. Additional tree management requirements are set forth in the Medina shoreline master program as provided in MMC 20.66.050.

20.52.025 Using this chapter.

Repealed by Ord. 923.

20.52.030 Exemptions.

The following are exempt from the requirements in this chapter:

A. Trees less than six inches diameter breast height unless the tree is used to satisfy a

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requirement of this chapter.

B. Normal and routine trimming and pruning operations and maintenance of non-significant trees and vegetation on private property following the most current ANSI standards; provided the following standards are met:

1. The pruning does not endanger the life of the tree in the opinion of the director.
2. The pruning does not remove more than 25 percent of the natural canopy of the tree.
3. The pruning does not remove a limb having a diameter greater than three inches.

C. Emergency tree removal or hazard pruning for any tree that poses an imminent threat to life or property provided:

1. The city is notified within seven days after the emergency tree removal or hazard pruning takes place and evidence is provided of the imminent threat supporting the emergency tree removal; and
2. If evidence of the imminent threat is not provided, or the director determines the evidence does not warrant an emergency tree removal, the director may require the responsible person to obtain a permit as prescribed by this chapter and require compliance with the requirements of this chapter.

D. Normal and routine ~~T~~-trimming and pruning operations and maintenance and removal of non-significant trees and vegetation on city-owned property or right-of-way following the most current ANSI standards provided the following standards are met: ~~or removal of trees performed by the city or a contractor contracted by the city within a public right-of-way or city-owned parkland.~~

1. The pruning does not endanger the life of the tree in the opinion of the director.
2. The pruning does not remove more than 25 percent of the natural canopy of the tree.
3. The pruning does not remove a limb having a diameter greater than three inches

E. Removal of trees and vegetation management by the city or an agency under contract with the city for purposes of installing and maintaining fire hydrants, water meters, pumping stations, or similar utilities.

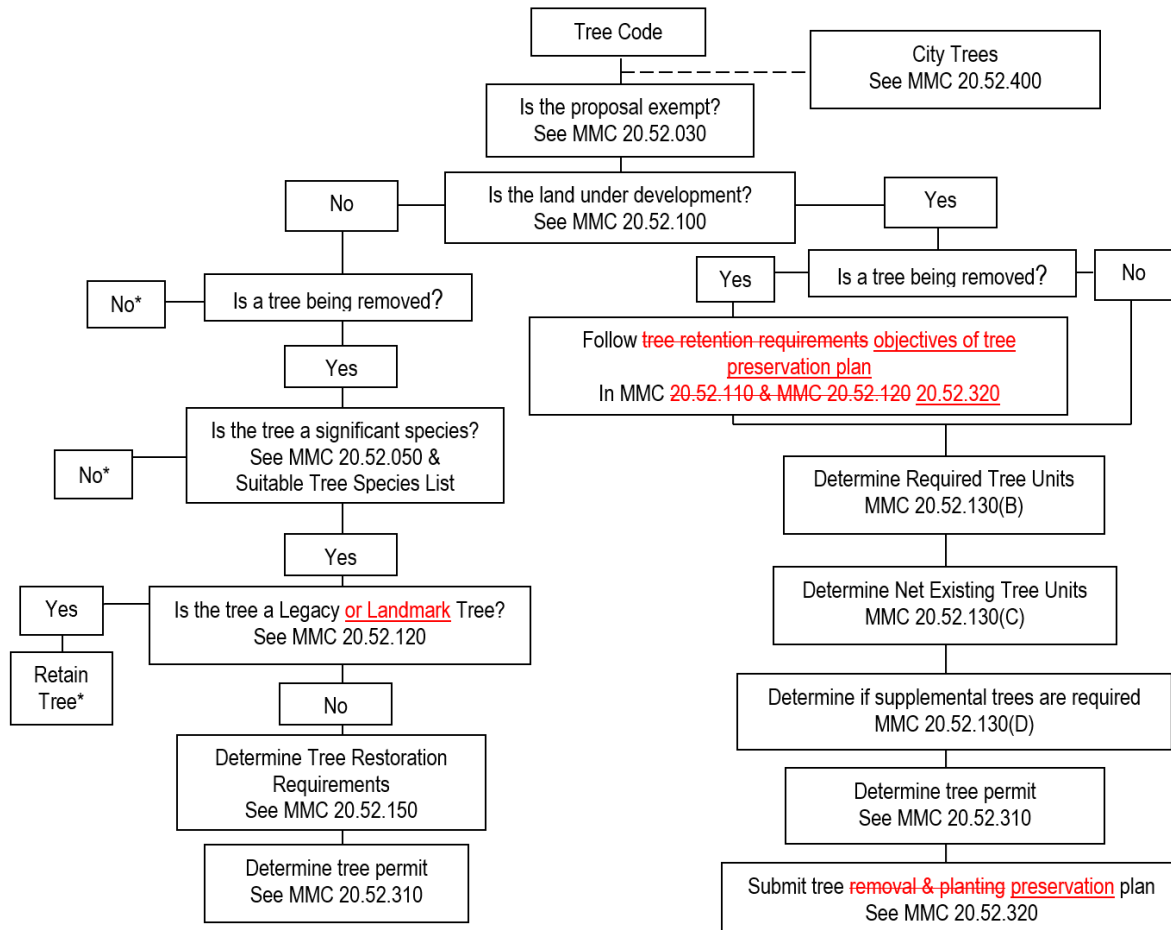
F. The removal of a dead tree where the director ~~pre~~-determines that the tree died from naturally occurring causes.

G. Significant trees having less than a 2436-inch diameter breast height size and located within the footprint of the principal building on the lot.

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20.52.040 Using this chapter.

~~This chapter prescribes the requirements for tree retention preservation and planting on lands undergoing development, and the requirements for removal of significant trees on private and public lands.~~ Diagram 20.52.040 offers a user's guide that outlines the general process for applying the provisions of this chapter.

Diagram 20.52.040

* Denotes no further action required.

20.52.050 Designation of significant tree species.

A. A list of suitable tree species ~~consisting of coniferous and deciduous trees~~ is set forth in the document entitled “City of Medina List of Suitable Tree Species,” adopted by Ordinance No. 923 and on file with the city ~~for the purpose of, which~~ establishes ~~ing the allowed~~ significant tree species ~~for the City on private property, public property, and city rights-of-way;~~ and tree species that are eligible for credits in this chapter.

B. The director shall maintain the “City of Medina List of Suitable Tree Species” document at Medina City Hall and may ~~administratively~~ modify the list consistent with the following criteria ~~and subject to city council approval pursuant to MMC 20.52.050(C):~~

- ~~The designation of coniferous trees should include all species excluding~~ No tree species known to have invasive root structures and to be fast growing such as Leyland

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cypress ~~and should also exclude~~ or trees planted, clipped or sheared to be used as a hedge.

2. The designation of deciduous trees ~~should~~ may include those suitable to United States Department of Agriculture Plant Hardiness Zones 8 and 9, excluding those trees with crown diameter of 10 feet or less at maturity~~;~~.

~~3. Plantings of the following tree species within the city's rights of way shall be prohibited: London plane, quaking aspen, Lombardy poplar, bolleana poplar, cottonwood, and bigleaf maple.~~

C. The director shall submit proposals to modify the "City of Medina List of Suitable Tree Species" to the city council for their consideration. The city council may approve, modify or deny the proposed modifications. The city council may also decline to take action on the proposed modifications, in which case the modifications shall be incorporated into the list and take effect five days after the date the city council declines to take action.

D. The "City of Medina List of Suitable Tree Species" is used in conjunction with the definition of significant tree set forth in MMC 20.12.200 to denote the term significant tree as used in this chapter.

20.52.060 Notice of tree removal involving no construction.

Repealed by Ord. 923.

20.52.070 Tree removal and replacement plan.

Repealed by Ord. 923.

20.52.080 Designation of significant tree species.

Repealed by Ord. 923.

20.52.090 Tree replacement requirements.

Repealed by Ord. 923.

20.52.100 Designation of land under development.

Land is designated as under development for purposes of this chapter if one or more of the following conditions is present:

A. Any development activity requiring a building permit where:

1. Construction of a dwelling having a gross floor area of 2,500 square feet or more.
2. Construction of accessory buildings on property containing a residential use, or supporting a residential use, where the total gross floor area of all accessory buildings on the lot is 1,000 square feet or more.
3. Any building constructed to be occupied principally by a nonresidential use where the

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gross floor area of the building is 1,000 square feet or more.

4. Any series of exterior alterations, modifications or additions that over a four-consecutive year period increases the total building footprint on a lot by more than 500 square feet or 15 percent, whichever is larger.

5. Construction of any structures, including but not limited to driveways, decks, patios, and walkways, that over a four-consecutive-year period increases the impervious surface on the lot by a total of 2,000 square feet or more.

6. Grading that over a four-consecutive-year period totals 2,000 cubic yards or more.

B. Any development activity requiring a building permit, a right-of-way permit, and/or a land use or shoreline permit where:

1. One or more significant trees are removed, with at least one tree having a 10-inch diameter breast height or larger size; or

2. Four or more significant trees are removed, provided each has less than a 10-inch diameter breast height size; and

3. The criteria in subsections (B)(1) and (2) of this section shall include the following trees:

a. Significant trees removed within two years prior to the submittal of an application for such permits; or

b. Significant trees removed within two years after such permits are finalized by the city and the project completed.

C. Clearing or grubbing of land that:

1. Is located on private property outside of city rights-of-way;

2. Requires no permits, except for a tree permit; and

3. Removes four or more significant trees, with at least four trees having a 10-inch diameter breast height or larger size, over a four-consecutive-year period.

D. The counting of removed trees under subsections (B) and (C) of this section shall not include those trees designated as a hazard or nuisance tree pursuant to MMC 20.52.200 and 20.52.210, respectively.

The designation of land under development shall be from the time the building or grading & drainage permit is submitted until the time that the associated tree permit is finalized.

~~20.52.110 Tree retention requirements.~~

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~~A. Where land is designated as under development pursuant to MMC 20.52.100 trees within the boundaries of the lot (retention of trees in the city right-of-way are governed by MMC 20.52.400) shall be retained in accordance with any of the following:~~

~~1. Preserve at least 50 percent of the existing trees that are:~~

~~a. Six inches diameter breast height and larger; and or~~

~~b. Of a native species eligible for credit on private property as set forth in the "City of Medina List of Suitable Tree Species"; or~~

~~2. Preserve at least 40 percent of the existing trees that are:~~

~~a. Six inches diameter breast height and larger with at least half of those required to be retained each having 10 inches diameter breast height or larger size; and or~~

~~b. Of a native species eligible for credit on private property as set forth in the "City of Medina List of Suitable Tree Species"; or~~

~~3. Preserve at least 35 percent of the existing trees that are:~~

~~a. Six inches diameter breast height and larger with at least half of those required to be retained meeting the following:~~

~~i. All shall have a diameter breast height size of 10 inches or larger; and~~

~~ii. Forty percent shall have a diameter breast height size of 24 inches or larger; and or~~

~~b. Of a native species eligible for credit on private property as set forth in the "City of Medina List of Suitable Tree Species"; or~~

~~4. Preserve at least 25 percent of the existing trees that are:~~

~~a. Six inches diameter breast height and larger with at least 75 percent of those required to be retained each having 24 inches diameter breast height or larger size; and~~

~~b. Of a native species eligible for credit on private property as set forth in the "City of Medina List of Suitable Tree Species."~~

~~B. All fractions in subsection (A) of this section shall be rounded up to the next whole number.~~

~~C. The requirement for tree retention under subsection (A) of this section shall not exceed the trees necessary to meet the required tree units set forth in MMC 20.52.130.~~

20.52.1120 Legacy and Landmark tree protection measures.

This section applies to trees designated as legacy and exceptional trees, which are native trees that because of their age, size and condition are recognized as having exceptional outstanding value in contributing to the character of the community. Legacy and Landmark trees within the shoreline jurisdiction are regulated in MMC 20.66.050.

A. A legacy or landmark tree ~~meeting all of the following criteria~~ shall be designated ~~as a legacy~~

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~~tree~~ by meeting all of the following criteria:

1. Legacy tree:

~~1a.~~ The tree species is denoted as a legacy tree on the “City of Medina List of Suitable Tree Species”; and

~~2b.~~ The diameter breast height of the tree is ~~50~~36 inches or larger but less than 50 inches; and

~~3c.~~ The city arborist determines the tree to be healthy with a likelihood of surviving more than 10 years based on assumptions that:

~~ai.~~ The tree is properly cared for; and

~~bii.~~ The risk of the tree declining or becoming a nuisance is unenhanced by any proposed development.~~;~~and

2. Landmark tree:

a. The tree species is denoted as a legacy tree on the “City of Medina List of Suitable Tree Species”; and

b. The diameter breast height of the tree is 50 inches or larger; and

c. The city arborist determines the tree to be healthy with a likelihood of surviving more than 10 years based on assumptions that:

i. The tree is properly cared for; and

ii. The risk of the tree declining or becoming a nuisance is unenhanced by any proposed development.

~~4d.~~ The tree is not:

~~ai. A hazard tree pursuant to MMC 20.52.200; or~~

~~bii. A nuisance tree pursuant to MMC 20.52.210; excluding those trees where, if applicable and feasible, redevelopment can remedy the conditions causing the nuisance.~~

~~c. Located within the footprint of the principal building on the lot, excluding those trees where alternative design of the building is feasible in retaining the tree.~~

B. Legacy and Landmark trees shall be preserved ~~and retained~~ unless replacement trees are planted in accordance with the following:

1. Legacy tree:

~~1a.~~ The quantity of replacement trees is calculated by multiplying the diameter breast height of the subject legacy tree by ~~50 percent~~ the required percentage standards in Table 20.52.120(B) to establish the number of replacement inches. A

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fractions of this section shall be rounded up to the next whole number; ~~and~~

~~2. Where more than one legacy tree is removed, the replacement inches for each legacy tree being removed shall be added together to produce a total number of tree replacement inches; and~~

~~3. The total number of replacement trees is determined by the total caliper inches of the replacement trees equaling or exceeding the required tree replacement inches established in subsections (B)(1)(a) and (2) of this section.~~

Table 20.52.120(B) Legacy Tree Replacement Requirements

<u>Square Footage of the Lot Area</u>	<u>Required number of replacement caliper inches</u>
<u>Less than 10,001</u>	<u>10% removed DBH</u>
<u>From 10,001 to 13,000</u>	<u>15% removed DBH</u>
<u>From 13,001 to 15,000</u>	<u>25% removed DBH</u>
<u>From 15,001 to 20,000</u>	<u>35% removed DBH</u>
<u>Greater than 20,000</u>	<u>50% removed DBH</u>

The following example illustrates how to calculate legacy tree replacement units on a lot that is less than 10,001 square feet:

Lot size: 8,120 sq. ft.

Required tree units: $8,120 / 1,000 \times 0.4$ (tree density ratio) = 3.2 (rounded up to the next whole number) = 4

Total existing tree units on site: 6.5 units

Eight 10-inch DBH trees – 4 units (.5 units per tree)

Two 24-inch DBH trees - 1.5 units (.75 units per tree)

One 44-inch DBH Tree – 1 unit (1 unit per tree)

Total tree units removed: 3

Four 10-inch DBH trees = 2 units removed

One 44-inch DBH tree = 1 unit removed

Net tree units: 3.5

Supplemental Units Required: Yes ($4 \text{ required tree units} - 3.5 \text{ net tree units}$) = .5

Legacy Tree Removed: Yes – One 44-inch DHB tree

Legacy Tree Supplemental Units: $10\% \times 44 = 4.4$ (rounded up to the next whole number) = 5

Landmark Tree Removed: No

Total supplemental Requirements = 5.5 units (.5 supplemental units + 5 legacy supplemental units) = 6 trees

2. Landmark tree:

a. The quantity of replacement trees is calculated by multiplying the diameter breast height of the subject exceptional tree by 100 percent to establish the minimum number of replacement inches. All fractions of this section shall be rounded up to the

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next whole number.

C. In lieu of planting replacement trees prescribed in subsection (B) above, and if approved by the director, an applicant may satisfy the replacement tree requirements by comply with MMC 20.52.330.

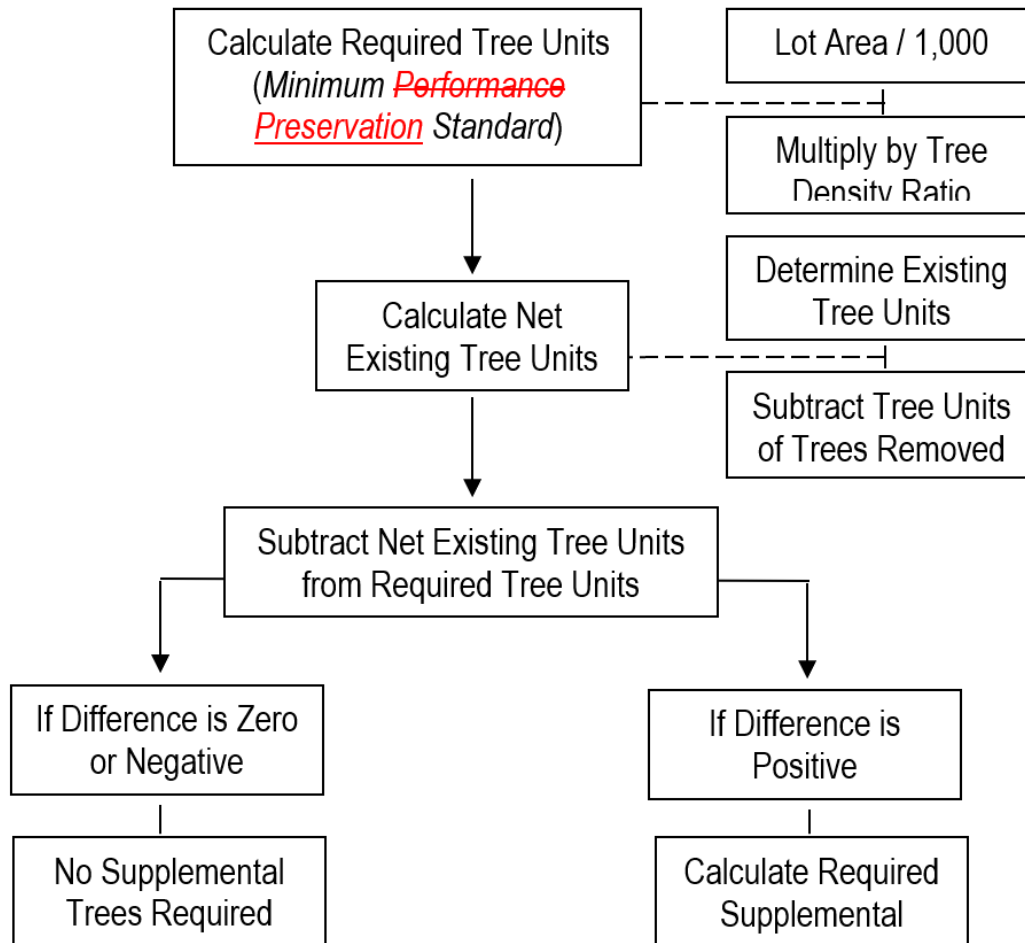
D. Other Provisions.

1. Each replacement tree shall meet the standards prescribed in MMC 20.52.1340~~(D)(4)(a) through (d) and (g)~~.
2. The ~~tree~~ replacement tree requirements set forth in subsections (B) and (C) of this section shall apply to the removal of a Legacy and Landmark trees ~~in lieu of and~~ in addition to requirements for removing nonlegacy and non-landmark trees.
3. The tree replacement requirements set forth in this section for a Legacy and Landmark tree shall not be used to satisfy requirements for removing nonlegacy trees and/or non-landmark or a pre-existing tree unit gap.
4. If the minimum ~~performance~~ significant tree preservation standards in MMC 20.52.130 are used, and if supplemental tree units are required, the ~~tree~~ replacement tree requirements set forth in subsections (B) and (C) of this section shall together count as one supplemental tree unit.
5. Off-site tree planting as described in MMC 20.52.140~~(AC2), (B), (C), and (E)~~ are acceptable alternatives to on-site replacement tree planting provided the director approves of the off-site location in writing.

20.52.130 Minimum ~~performance~~ preservation standards for land under development

A. The requirements and procedures set forth in this section shall apply to lands that are designated as under development pursuant to MMC 20.52.100. Figure 20.52.130 outlines the primary steps prescribed by this section in establishing requirements and determining compliance with this chapter.

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Figure 20.52.130 Tree **Performance Preservation** Process

B. Lots with 1 L and under development shall contain a sufficient number of significant trees to meet the minimum required tree units established by the following procedures:

1. The lot area property is divided by 1,000 square feet; and
2. The quotient is multiplied by the corresponding **significant** tree density ratio applicable to the lot as set forth in Table 20.52.130(B); and
3. The resulting product is rounded up to the next whole number to establish the minimum number of required **significant** tree units.

Table 20.52.130(B) **Significant** Tree Density Ratio

Zoning District	Category of Land Use	Significant Tree Density Ratio
R-16, R-20, R-30 & SR-30	Residential	<u>0.3540</u>

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Zoning District	Category of Land Use	<u>Significant</u> Tree Density Ratio
	Golf Course	0.15
	Nonresidential other than specifically listed	0.25
Public	Schools	0.15
	Parks	0.42
	Residential	0.35 0.40
	Nonresidential other than specifically listed	0.25
N-A	All	0.25
State Highway	All	0.12

C. To determine compliance with the required significant tree units applicable to the lot, ~~apply~~ the following analysis procedures:

1. Inventory all existing significant trees on the subject lot; and
2. Assign a tree unit to each significant tree using the corresponding tree unit set forth in Table 20.52.130(C); and
3. Add the tree units together to compute the total existing tree units and subtract the tree units of those significant trees removed to determine the net existing tree units (do not round fractions); and
4. Subtract the net existing tree units from the required tree units determined in this subsection (C) to establish:
 - a. If the net existing tree units equal or exceed the required tree units then no supplemental trees are required; or
 - b. If the net existing tree units are less than the required tree units then supplemental trees are required pursuant to subsection (D) of this section.

Table 20.52.130(C) Existing Tree Unit

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0. 7 5
	Greater than 10 inches	1.00 0.75
Coniferous	6 to 10 inches	0.7 5

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Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
	Greater than 10 inches, but less than 50 inches	1.0 0.75
	50 inches and greater	1. 250

D. If supplemental trees are required, the quantity of supplemental trees is determined by the following analysis applying the following procedures:

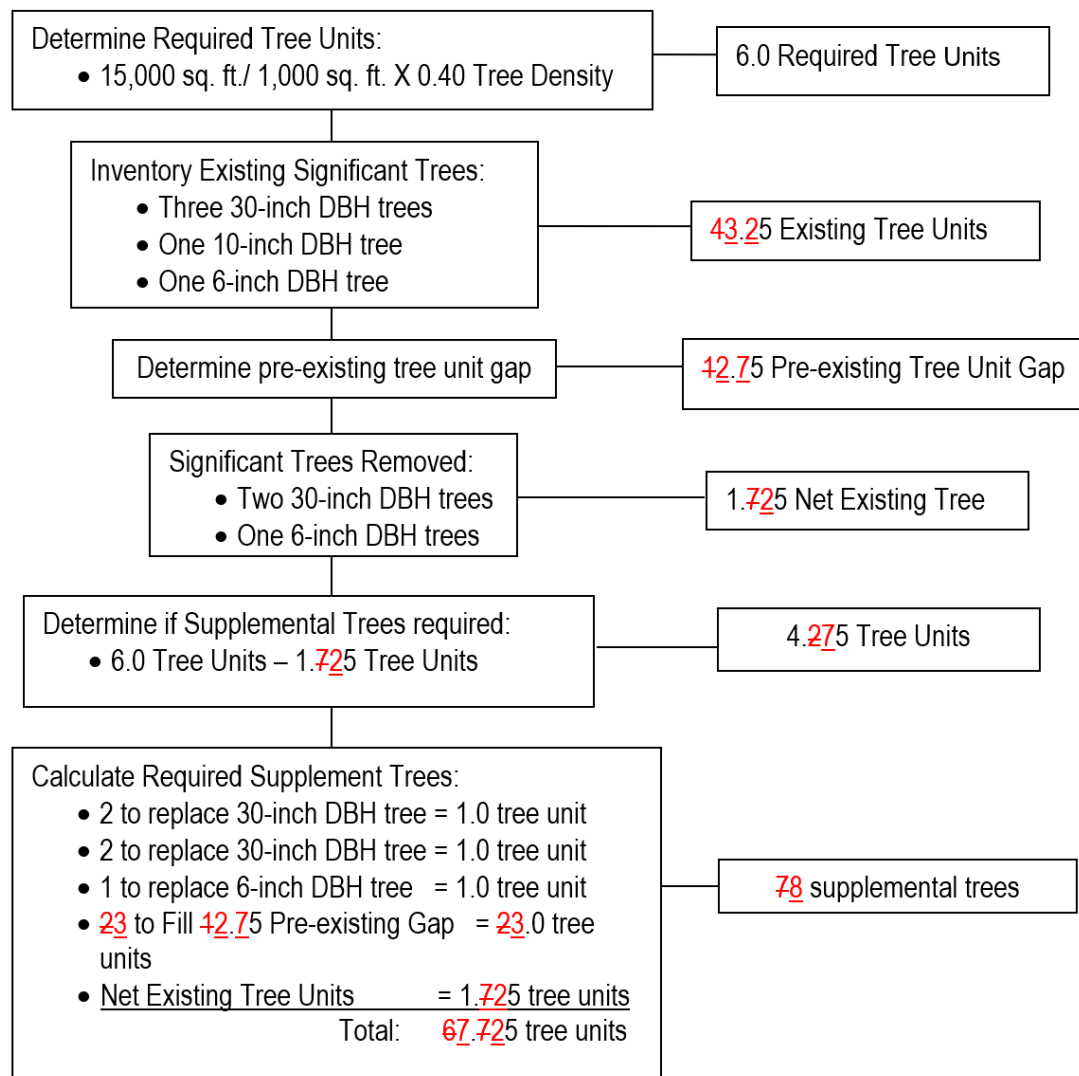
1. Determine if a pre-existing significant tree unit gap exists by subtracting the total existing tree units from the required tree units:
 - a. If the difference is less than zero round to zero;
 - b. A difference of zero means no pre-existing tree unit gap is present;
 - c. If the difference is greater than zero, the difference is the pre-existing tree unit gap;
2. To calculate the quantity of supplemental trees required, apply the provisions in subsection (D)(3) of this section first to those supplemental trees replacing an existing significant tree starting in order with the largest tree to the smallest tree, and then, if applicable, apply subsection (D)(3) of this section to those filling a pre-existing tree unit gap;
3. The quantity of supplemental trees is determined by:
 - a. Assigning a tree unit to each supplemental tree using Table 20.52.130(D);
 - b. Two supplemental trees shall be required for replacing each existing significant tree having a diameter breast height of 24 inches and larger subject to the limitation in subsection (D)(3)(d) of this section, and consistent with subsection (D)(2) of this section these shall be counted first;
 - c. The quantity of supplemental trees shall be of a sufficient number that their total assigned tree units added to the net existing tree units shall equal or exceed the minimum required tree units established in subsection (C) of this section; and
 - d. Supplemental trees in excess of those needed to meet the minimum required tree units shall not be required.
 - e. See Diagram 20.52.130 for an example of calculating supplemental trees.

Table 20.52.130(D) Supplemental Tree Unit

Purpose of Supplemental Tree	Diameter Breast Height of Removed Tree	Tree Unit for Supplemental Trees
Replace an existing	6 inches to less than 24 inches	1.0

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Purpose of Supplemental Tree	Diameter Breast Height of Removed Tree	Tree Unit for Supplemental Trees
significant tree	24 inches and larger	0.5
Fill a pre-existing tree unit gap	Not applicable	1.0

Diagram 20.52.130 Example Calculating Supplemental Trees**4. Minimum Development Standards Applicable to All Supplemental Trees:**

a. ~~To be eligible as a supplemental tree, the tree species must be selected from the appropriate list set forth in the “City of Medina List of Suitable Tree Species”~~

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~~established in MMC 20.52.050;~~

~~b. Trees shall be planted on the subject lot;~~

~~c. Each supplemental tree shall have a minimum caliper of two inches or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city;~~

~~d. Trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity;~~

~~e. Existing trees within the boundaries of the lot having less than six inches diameter breast height may count as supplemental trees provided the tree meets all other requirements applicable to a supplemental tree;~~

~~f. Supplemental trees replacing existing significant trees shall have at least one tree be of the same plant division (coniferous or deciduous) as the significant tree it is replacing; and~~

~~g. The owner of the subject lot shall take necessary measures to ensure that supplemental trees remain healthy and viable for at least five years after inspection by the city and the owner shall be responsible for replacing any supplemental trees that do not remain healthy and viable for the five years after inspection by the city.~~

~~E. All trees used to satisfy the supplemental tree requirements of this chapter shall be included as a significant tree for purposes of this chapter.~~

~~F. In lieu of the supplemental tree requirements prescribed by this section, an owner may satisfy the requirements for supplemental trees by meeting the requirements for off-site tree planting set forth in MMC 20.52.140.~~

20.52.140 ~~Off-site tree planting~~ Supplemental tree standards and priorities.

~~A. Where this chapter authorizes off-site tree plantings, an owner may use the provisions of this section to satisfy requirements for planting trees on site.~~

~~B. Except where contribution to the Medina tree fund is used in lieu of planting required trees, application of this section shall not result in planting trees below the minimum requirements for on-site plantings.~~

~~C. An owner may plant required trees at an off-site location provided all of the following are satisfied:~~

~~1. The off-site location is within the boundaries of the city including:~~

~~a. Private property with the written consent of the owner of the off-site location;~~

~~b. City property with the written approval of the director;~~

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- ~~c. Other public property with the written consent of the entity with jurisdiction over the off-site location;~~
- ~~2. Existing trees at the off-site location shall not be included as satisfying tree planting requirements;~~
- ~~3. Trees planted off-site in lieu of on-site requirements shall not be counted as an existing tree on the property where the off-site tree is located;~~
- ~~4. Trees planted off-site in lieu of on-site requirements shall meet development standards including:

 - ~~a. Having a minimum caliper of two inches or, if the tree is coniferous, having a minimum height of six feet at the time of final inspection by the city;~~
 - ~~b. If applicable, having at least one tree of the same plant division (coniferous or deciduous) as the significant tree it is replacing;~~
 - ~~c. The owner of the off-site property shall take necessary measures to make certain that the trees planted to satisfy the requirements of this chapter remain healthy and viable for at least five years after inspection by the city, and the owner shall be responsible for replacing any subject trees that do not remain healthy and viable for the five years after inspection by the city.~~~~
- ~~D. In lieu of planting trees, an owner may contribute to the Medina tree fund provided the following are satisfied:

 - ~~1. When the contribution is for replacing an existing significant tree, payment is at a rate of:

 - ~~a. Two hundred dollars per each diameter breast height inch of the significant tree where the tree removed has less than a 20-inch diameter breast height size;~~
 - ~~b. Two hundred fifty dollars per each diameter breast height inch of the significant tree where the tree removed has at least a 20-inch diameter breast height, but less than 36-inch diameter breast height size;~~
 - ~~c. Four hundred dollars per each diameter breast height inch of the significant tree where the tree removed has at least a 36-inch diameter breast height or larger size;~~~~
 - ~~2. When the contribution is for required tree plantings used to satisfy the pre-existing tree unit gap determined in MMC 20.52.130(D)(1), payment shall be at a rate of \$1,700 per required tree not planted.~~~~
- ~~E. An owner may select to apply a combination of planting trees on-site, off-site and/or contributing to the Medina tree fund provided:

 - ~~1. The combination is consistent with the provisions of this chapter; and~~~~

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~~2. The combination results shall be equivalent to or greater than the minimum requirements for on-site plantings.~~

~~F. Consistent with the authority granted in MMC 20.10.040, the director may establish additional administrative rules as necessary relating to the care and maintenance of off-site trees.~~

A. To be eligible as a supplemental tree, the tree species must be selected from the appropriate list set forth in the “City of Medina List of Suitable Tree Species” established in MMC 20.52.050 and shall meet the following general requirements:

1. Each supplemental tree shall have a minimum caliper of two inches, or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city.

2. Supplemental trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity.

3. Existing trees within the boundaries of the lot having less than six inches diameter breast height may count as supplemental trees provided the tree meets all other requirements applicable to a supplemental tree.

4. Supplemental trees replacing existing significant trees shall have at least one tree be of the same plant division (coniferous or deciduous) as the significant tree it is replacing.

5. The property owner of the subject lot shall take necessary measures to ensure that supplemental trees remain healthy and viable for at least five years after inspection by the city and the property owner shall be responsible for replacing any supplemental trees that do not remain healthy and viable for the five years after inspection by the city.

B. All trees used to satisfy the supplemental tree requirements of this chapter shall be included as a significant tree for the purpose of this chapter.

~~C. Where supplemental trees are required pursuant to MMC 20.52.130(D), the trees shall be planted in the following order of priority from most important to least important:~~

~~1. On-site and adjacent right-of-way:~~

~~a. Adjacent to or within critical areas and their associated buffers as defined in MMC Chapters 20.50 and 20.67;~~

~~b. Outside of critical areas and their associated buffers adjacent to other preserved trees making up a grove or stand of trees;~~

~~c. Adjacent to a low impact development (LID) stormwater facility;~~

~~d. Outside of critical areas and their associated buffers but within the front yard setback;~~

~~d. Outside of critical areas and their associated buffers;~~

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e. Off-site in adjacent right-of-way where explicitly authorized by the city.

2. Off-site. An owner may elect to plant the required trees off-site upon written request, and approval from the City. Except where contribution to the Medina tree fund is used in lieu of planting required trees, application of this section shall not result in planting trees below the minimum requirements for on-site plantings. Off-site locations include:

a. City-owned properties;

b. Street rights-of-way not immediately adjacent to the property;

c. Private property with the written consent of the owner of the off-site location;

d. Other public property with the written consent of the entity with ~~in the~~ jurisdiction over the off-site location;

e. Any other property determined appropriate by the director.

D. Fee-in-Lieu. If the director determines there is insufficient area to replant on-site or within the adjacent public right-of-way, the director may authorize payment of a fee-in-lieu in accordance with MMC. 20.52.330.

~~ED.~~ Upon written request to the City, and approval by the director, an ~~An~~ owner may seek select to apply a combination of planting trees on site, off site and/or fee-in-lieu provided:

1. The combination is consistent with the provisions of this chapter; and

2. The combination results shall be equivalent to or greater than the minimum requirements for on-site plantings.

~~FE.~~ Consistent with the authority granted in MMC 20.10.040, the The director may establish additional administrative rules as necessary relating to the care and maintenance of off-site trees.

~~GF.~~ Existing trees at the off-site location shall not be included as satisfying tree density ratio planting requirements.

~~HG.~~ Trees planted off-site in lieu of on-site requirements shall not be counted as existing trees on the property where the off-site tree is located.

20.52.150 Minimum restoration standards for land not under development.

A. The requirements set forth in this section apply to tree removals on lots not meeting the criteria for land under development set forth in MMC 20.52.100.

B. Removal of significant trees on a lot, including significant trees designated as hazard and nuisance trees, is authorized only if the restoration requirements in Table 20.52.150 are satisfied, or if the property meets the requirements prescribed in subsection (K) of this section.

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Table 20.52.150 Tree Restoration Standards

	Diameter Breast Height of Removed Tree	Restoration Requirements
Each Significant Tree	6 to 10 inches	Plant one tree
	Greater than 10 inches, but less than 24 inches	Plant two trees
	24 inches and larger	Plant three trees
	Legacy <u>or Landmark</u> trees	See MMC 20.52.120
	Hazard trees – 10 inches and larger	Plant one tree

C. To be eligible as a restoration tree, the tree species must be selected from the appropriate list in the “City of Medina List of Suitable Tree Species” established in MMC 20.52.050.

D. Restoration trees shall be planted within the boundaries of the lot unless the applicant meets the requirements of off-site planting in MMC 20.52.140, except as authorized pursuant to subsection (J) of this section.

E. Restoration trees shall be planted in a manner of proper spacing and lighting that allows them to grow to maturity as follows:

1. Restoration tree stems shall be no closer than 10’ to exterior wall of house and at least 10’ offset from an eave or covered patio.

2. Restoration tree(s) shall not be planted in a line and be the same species.

3. Restoration tree(s) shall be planted outside of the dripline of existing trees.

F. The restoration tree shall be planted so that the root flare or trunk flare is at or slightly above finish grade.

~~GF.~~ Each restoration tree shall have a minimum caliper of two inches or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city.

~~HG.~~ Existing trees on site having less than six inches diameter breast height may be included as restoration trees provided:

1. The subject tree is located within the boundaries of the lot; and
2. The subject tree meets all of the other requirements applicable to restoration trees.

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H. The owner of the subject lot shall take necessary measures to make certain that restoration trees remain healthy and viable for at least five years after inspection by the city and the owner shall be responsible for replacing any restoration trees that do not remain healthy and viable for the five years after inspection by the city.

I. All trees used to satisfy the restoration requirements of this chapter shall be included as a significant tree for purposes of this chapter.

~~J. In lieu of the tree restoration requirements prescribed by this section, an owner may satisfy the requirements for restoration trees by meeting the requirements for off-site tree planting set forth in MMC 20.52.140.~~

K. The restoration requirements in Table 20.52.150 for removing significant trees shall be waived if the following criteria are satisfied:

1. The subject lot contains ~~enough a sufficient number of~~ significant trees to meet the ~~performancee preservation~~ standard for required trees established in MMC 20.52.130; and
2. The owner demonstrates that removal of the significant tree, **including hazard and nuisance trees**, will not result in a failure to meet the ~~performancee preservation~~ standards for required trees established in MMC 20.52.130.

20.52.160 Lots 12,000 square feet or less.

Repealed by Ord. 923.

20.52.200 Hazard tree risk assessment.

A. Hazard trees are trees assessed by the city arborist as having a high to extreme risk rating using the International Society of Arborists Tree Risk Assessment Qualification (TRAQ) method in its most current form.

B. Steps in the TRAQ method in developing a tree risk rating shall include the following:

1. Identify possible targets and estimate occupancy rate;
2. Inspect tree and identify tree parts that could fail and strike targets (referred to as failure mode);
3. For each significant failure mode identified:
 - a. The likelihood of failure is assessed;
 - b. The likelihood of a tree part impacting a target is assessed;
 - c. The likelihood of a tree failure impacting a target is assessed;
 - d. Consequences of failure are estimated;

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- e. The risk is designated pursuant to the matrix in Table 20.52.200(C);
- f. Possible mitigation treatments to reduce the risk are identified;
- g. The risk is again designated pursuant to the matrix in Table 20.52.200(C) after mitigation treatment is completed.

4. When assessing the risk of a tree, the city arborist shall evaluate the tree based on existing conditions and shall exclude possible impacts caused by new development, any land alteration activity, or other similar such activities that might otherwise unnaturally cause the risk rating to increase.

C. The following table is from the International Society of Arborists TRAQ method and denotes the risk rating matrix used to assess levels of tree risk as a combination of likelihood of a tree failing and impacting a specified target, and the severity of the associated consequences should the tree or any part of the tree fail:

Table 20.52.200(C) Tree Risk Rating Matrix

Likelihood of Failure or Impact	Consequences			
	Negligible	Minor	Significant	Severe
Very Likely	Low Risk	Moderate Risk	High Risk	Extreme Risk
Likely	Low Risk	Moderate Risk	High Risk	High Risk
Somewhat likely	Low Risk	Low Risk	Moderate Risk	Moderate Risk
Unlikely	Low Risk	Low Risk	Low Risk	Low Risk

1. The consequences listed in Table 20.52.200(C) have meanings as follows:

- a. Extreme Risk. This category applies to trees in which failure is “imminent” and there is a high likelihood of impacting a target, and the consequences of the failure are “severe.”
- b. High Risk. This category applies to situations in which consequences are significant and likelihood is “very likely” or “likely,” or when consequences are “severe” and likelihood is “likely.”
- c. Moderate Risk. This category applies to trees in which consequences are “minor” and likelihood is “very likely” or “likely” or when likelihood is “somewhat likely” and the consequences are “significant” or “severe.”
- d. Low Risk. This category applies to trees in which consequences are “negligible” and likelihood is “unlikely”; or when consequences are “minor” and

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likelihood is “somewhat likely.”

2. Definitions of TRAQ method terminology that are not set forth in this chapter or Chapter 20.12 MMC can be found in the article “Qualitative Tree Risk Assessment” by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly on file at Medina City Hall.

3. Potential targets are permanent structures or an area of moderate to high use. Where a target does not exist, applicants should consider routine pruning and maintenance to mitigate hazards.

D. Where a tree is found to have a high or extreme risk, the city arborist may authorize hazard pruning to mitigate the risk rather than removing the entire tree.

E. If the city arborist assesses a tree to have a high or extreme risk and mitigation of the risk through pruning or moving of potential targets is not feasible, the city arborist shall designate the tree a hazard tree.

20.52.210 Nuisance tree.

A. A nuisance tree, for purposes of this chapter, is a tree whose branches, stem and/or roots cause one or more of the following conditions to exist:

1. Substantial physical damage to public or private structures.
2. ~~A qualified professional~~ The city arborist provides verification based on conditions on the property that substantial physical damage will occur within five years to a building containing a principal use.
3. ~~Substantially impairs, interferes or restricts~~ impairment, interference, or restriction of streets, private lanes, driveways, sidewalks, sewers, power lines, utilities, drainage facilities, or other public improvements.
- ~~4. Substantially impairs, interferes, or obstructs any street, private lane, or driveway; or~~
45. The tree is diseased and restoration of the tree to a sound condition is not practical.

B. ~~Designation of a nuisance tree is by the~~ The director shall designate a tree as a nuisance tree following receipt of a written request from the property owner of the tree, and findings are made supporting a nuisance designation using the following criteria:

1. One or more of the conditions in subsection (A) of this section is present.
2. The nuisance associated with the subject tree cannot be corrected by reasonable measures including, but not limited to, pruning, cabling, bracing, or if feasible, relocating structures and other improvements.
3. Other relevant information as determined by the director ~~provided by the applicant and~~

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~~the city's inspection of the subject tree.~~

20.52.220 City arborist established.

The director shall appoint a person to the position of city arborist who shall be assigned responsibility for evaluating the hazardousness of trees and other duties consistent with the requirements of this chapter.

20.52.300 Notice of tree removal involving no construction.

A. Property owners removing a significant tree requiring a permit under MMC 20.52.310, but not undergoing new construction or land alteration activity, shall notify the city at least 10 calendar days prior to the date the tree will be removed. The director may reduce this time with receipt of a written request from the applicant and upon finding that the lesser time will provide the city reasonable notification.

B. All property owners removing a nonsignificant tree that does not require a permit are encouraged, but not required, to notify the city of the tree removal at least 48 hours prior to the tree being removed.

20.52.310 Tree activity permits.

A. This section sets forth the criteria for applying permits that implement this chapter. All uses and activities not requiring a permit must still comply with this chapter.

B. An administrative tree activity permit meeting the requirements set forth in MMC 20.70.050 is required when for the following activities unless a different permit is required elsewhere under this section:

1. Land is designated as under development ~~as determined in per~~ MMC 20.52.100.
2. Removal, and pruning unless exempted by MMC 20.52.030, at any time of a significant tree, ~~including a hazard tree, or and a nuisance trees,~~ located on private property or Washington State controlled land associated with the SR 520 highway.
3. Removal of any nonsignificant tree, including a hazard tree, or a and nuisance trees, located on private property or Washington State controlled land associated with the SR 520 highway that is located within 200 feet of Lake Washington, pursuant to MMC 20.60.050.

~~4. Removal or pruning of any tree that is:~~

- ~~a. Six inches or larger diameter breast height size;~~
- ~~b. Located in any open or closed city right of way; and~~
- ~~c. Designated a hazard tree pursuant to MMC 20.52.200, or involving hazard pruning authorized by the director.~~

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C. An administrative right-of-way tree activity permit meeting the requirements set forth in MMC 20.71.050 is required for the following activities:

1. Removal, and pruning unless exempted by MMC 20.52.030, of any significant tree, excluding hazard trees, that is:

~~a. Six inches or larger diameter breast height size;~~

~~ab. Located in any open or closed city right-of-way;~~

~~be. Application for the permit is made by the owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way or by the City; and~~

~~d. The removal does not require a nonadministrative right-of-way activity permit under subsection (D) of this section.~~

2. ~~Pruning of any tree, excluding hazard pruning, that is:~~

~~a. Six inches or larger diameter breast height size;~~

~~b. Located in any open or closed city right-of-way;~~

~~c. Application for the permit is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way; and~~

~~d. Excluding pruning activity that:~~

~~i. Follows ANSI standards in their most recent form;~~

~~ii. Does not endanger the life of the tree in the opinion of the director;~~

~~iii. Does not remove more than 25 percent of the natural canopy of the tree;~~

~~iv. Does not remove a limb having a diameter greater than three inches; and~~

~~v. Application for the pruning is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.~~

D. A nonadministrative right-of-way tree activity permit meeting the requirements set forth in MMC 20.72.090 is required for the following activities:

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1. Removal of any significant tree, excluding hazard trees, which is:

~~a. Six inches or larger diameter breast height size;~~

~~a.b.~~ Located in any open or closed city right-of-way; and

~~b.e.~~ Application for the permit is made by an owner of property who is not adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.

2. Pruning or removal of any significant tree, excluding hazard trees and hazard pruning, for any purpose, which is:

~~a. Six inches or larger diameter breast height size;~~

~~a.b.~~ Located in any open or closed city right-of-way; and

~~b.e.~~ Application for the permit is made by a public or private utility ~~or their agent~~.

~~3. Removal at any time of a significant tree, excluding hazard trees, which is:~~

~~a. Fifty inches or larger diameter breast height size;~~

~~b. Located in any open or closed city right of way; and~~

~~c. Application for the permit is made by an owner of property adjoining the right-of-way where the tree is located measured to the centerline of the right-of-way.~~

E. A nonadministrative tree activity permit meeting the requirements set forth in MMC 20.72.100 is required for the following:

1. Removal at any time of a significant tree, excluding hazard trees, which is:

a. Fifty inches or larger diameter breast height size;

b. Located on private property; and

c. Located outside of the footprint of a building containing the principal use of the property.

2. The director may modify the procedures for deciding a nonadministrative tree activity permit and approve the application using a Type 2 decision process provided:

a. The subject tree is designated a nuisance tree pursuant to MMC 20.52.210; and

b. During the public comment period, the city does not receive any written

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objection to a
Type 2 decision decided by the director being used; and

c. The approval criteria in MMC 20.72.100 are satisfied.

20.52.320 Tree ~~removal and planting~~ preservation plan.

A. Permits for lands under development and permits for removing significant ~~city~~ trees in city rights-of-way shall include a tree ~~removal and planting~~ preservation plan containing the following information:

1. A survey plan prepared by a Washington State licensed surveyor that includes the following:

~~a. The location, genus, species, common name, and size of all significant trees located within the boundaries of the property and within any adjoining city rights of way;~~

~~ab.~~ Topography of the site at two-foot contour intervals.;

~~be.~~ Critical area boundary's and size in square feet on parcel as defined in Chapters 20.50 and 20.67 MMC.;

~~d. If existing trees that are less than six inches diameter breast height are to be counted as supplemental trees, the location, genus, common name, and size of such tree.~~

2. A site plan drawing showing the following:

a. Proposed improvements, alterations or adjustments to the subject property including, but not limited to, buildings, driveways, walkways, patios, decks, utilities, and proposed contours.;

b. Existing structures, whether proposed to remain or proposed for removal.;

c. The shoreline jurisdiction as defined in RCW 90.58.030, if applicable to the property.

3. A ~~conceptual or definitive~~ tree ~~planting~~ plan that includes:

~~a. The location, genus, species, common name, and size of all significant trees located within the boundaries of the property and within any adjoining rights-of-way and notation of which significant trees will be retained and which are proposed to be removed. Identification of all trees having a six inches or larger diameter breast height size to be retained and those to be removed;~~

~~b. If existing trees that are less than six inches diameter breast height are to be counted as supplemental trees, the location, genus, common name, and size of such tree.~~

c. Compliance with the following objectives:

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- i. Trees shall be incorporated as a site amenity with a strong emphasis on tree protection. To the extent possible, forested sites should retain their forested look, value, and function after development.
 - ii. Trees should be preserved as vegetated islands and stands rather than as individual, isolated trees scattered throughout the site.
 - iii. Trees to be preserved shall be healthy and wind-firm as identified by a certified arborist.
 - iv. Preservation of significant trees as follows:
 - 1. Significant trees which form a continuous canopy.
 - 2. Significant trees located adjacent to critical areas and their associated buffers.
 - 3. Significant trees located within the first 15 feet adjacent to a property line.
 - 4. Significant trees which will be used as part of a low impact development (LID) storm water facility.
 - 5. Significant trees over sixty (60) feet in height or greater than twenty-four (24) inches DBH.
- d. For lots larger than 20,000 square feet, excluding lots within the shoreline jurisdiction as defined by MMC 20.66.050, the tree density ratio shall be achieved as follows:
- i. At least 20 percent of the required significant trees as determined by MMC 20.52.130 shall be retained equally within the site perimeter as follows:
 - 1. 10 % within the first 15 feet of the front property line.
 - 2. 10% within the first 15 feet of the rear property line.
 - ii. At least 15 percent of the required significant trees as determined by MMC 20.52.130 shall be retained within the site interior.
- e. For lots larger than 20,000 square feet, excluding lots within the shoreline jurisdiction as defined by MMC 20.66.050, the tree density ratio shall be achieved as follows:
- i. At least 20 percent of the required significant trees as determined by MMC 20.52.130 shall be retained equally within the site perimeter as follows:
 - 1. 10 percent within the first 15-feet of the front property line.

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2.10 percent within the first 15-feet of the rear property line.

ii. At least 20 percent of the required significant trees as determined by MMC 20.52.130 shall be retained within the site interior.

f. Compliance with the required tree density ratio pursuant to MMC Table 20.52.130(B).
~~Analysis of required tree units, existing tree units, and net tree units;~~

ge. If applicable, a list of supplemental trees to be planted consistent with the requirements of this chapter.;

~~hd. If right-of-way trees are proposed for removal, an analysis of the tree mitigation and a list of replacement trees to be planted;~~

he. The list of required tree plantings shall include the size, genus, species and common names.;

~~and~~

if. ~~As applicable, a~~ proposed ~~general-planting-landscaping~~ plan that includes the required tree plantings and other vegetation being planted, as appropriate, for determining compliance with other provisions of the Medina Municipal Code (i.e., grading and drainage and shoreline master program regulations).

~~B. The director may authorize modifications to the tree removal and planting preservation plan on a case-by-case basis that reduce submittal requirements if the director concludes such information to be unnecessary.~~

~~C. The director may require additional information to be included with the tree removal and replacement preservation plan, such as tree protection measures, where the director concludes the information is necessary to determine compliance with this chapter.~~

D. The applicant may combine the survey, site plan drawing, and/or tree ~~replacement~~ preservation plan into a single document, or may combine the required information with other documents, provided the city determines the submitted information is reasonably easy to understand. All plans shall be drawn to a scale acceptable by the director.

~~E. Permits not involving land under development do not require a tree removal and planting plan. However, this shall not preclude the director from requiring such information as necessary to determine compliance with this chapter.~~

20.52.330 Fee-in-lieu of Tree Preservation Plan.

A. The director or designee may authorize payment of a fee-in-lieu provided:

1. There is insufficient area on the lot or adjacent right-of-way to meet the number of replacement inches prescribed by MMC 20.52.130; or

2. Tree replacement provided within public right-of-way or a city park in the vicinity will be of greater benefit to the community.

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3. Fees shall be provided in lieu of on-site tree replacement based upon the following:

a. The expected tree replacement cost to acquire, transport, prepare planting area and plant the tree, materials including tree, stakes, soil amendments and fertilizer, and 5-years of maintenance including pruning, removing stakes, watering (if not irrigated) and mulch replenishment for each replacement tree; and

b. The most current Council of Tree and Landscape Appraisers Guide for Plant Appraisal.

5. The applicant submits a written document demonstrating compliance with the criteria in this section.**20.52.340 Tree protection measures during construction.**

A. Tree protection measures shall be implemented and maintained before and during all construction activities to ensure the preservation of significant trees ~~that are planned to be retained~~. Tree protection measures shall be shown on grading and drainage plans, tree protection plans, and construction mitigation plans.

B. Tree protection measures shall include, but are not limited to, the following:

1. Establish tree protection zones and install protective fencing ~~at the drip line~~ or other barriers that are at least four feet in height, except where tree protection zones are ~~remote more than 25-feet~~ from areas of land disturbance and/or construction access, and where approved by the director; ~~a~~ Alternative forms of tree protection may be used in lieu of tree protective fencing; provided, that the critical root zones of protected trees or stands of trees are clearly delineated and protected.

2. Limit grading levels ~~around subject trees~~ to not raise or lower grades around significant trees to within the larger of the following areas:

~~a. The drip line area of the tree; or~~

~~b. A~~ an area around the tree equal to one foot in diameter for each inch of tree diameter measured at 54-inches above ground level DBH.

3. Installation of a tree well, but only where necessary and only with pre-approval of the city.

4. Designation of areas on site for parking, material and equipment storage, construction ingress and egress, and similar designated areas that do not negatively impact significant trees.

5. ~~Locate~~ Align trenches for utilities that outside of tree protection area or specific directional boring launch and receiving pits outside of the tree protection area and ensure depth of boring is at least 4-feet below ground surfaces minimize negative effects on the tree root structure with provisions for filling the trenches with a suitable growing medium in the vicinity of the trees.

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6. Employ measures to protect critical root systems from smothering and compaction with a combination of arborist mulch and/or weight dispersing plates.

7. Implement Detail a tree care program during construction to include watering irrigation, mulching, fertilizing, pruning and pest control.

8. Measures Designate a location away from tree protection area(s) for the disposal of potentially harmful items such as excess concrete, polluted water runoff, temporary runoff facilities, and other toxic materials.

C. The director may approve deviations to the tree protection measures set forth in subsection (B) of this section if the director determines that the deviation will provide equal or better tree protection than the required tree protection measure.

20.52.400 City tree removals.

A. This section sets forth the requirements applicable to all trees located on city-owned property and city rights-of-way.

B. General Provisions.

1. This section is intended to be of general application for the benefit of the public at large; it is not intended for the particular benefit of any individual person or group of persons other than the general public;

2. In addition to the limits set forth in MMC 20.52.020, no city tree shall be broken, injured, mutilated, killed, destroyed, pruned or removed unless authorized by the provisions of this section; and

3. The exemptions in MMC 20.52.030 apply to this section.

C. Pruning and trimming of city trees is permitted provided ANSI 300 standards in their most recent form are followed and the trimming and pruning comply with the requirements for tree activity permits set forth in MMC 20.52.310.

B.D. Removal of a city tree located within an open or closed city right-of-way may be allowed for the following:

1. Hazard trees designated pursuant to MMC 20.52.200.
2. Nuisance trees designated pursuant to MMC 20.52.210.
3. Trees not suitable under utility lines, or in the city right-of-way, as prescribed in the "City of Medina List of Suitable Tree Species".
4. Any tree having less than a 10-inch diameter breast height size; and any trees not

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included on the “City of Medina Suitable Tree Species List” for the right-of-way having less than a 36-inch diameter breast height size.

5. Trees where pruning and trimming for utilities caused significant defects to the primary stem of the tree resulting in significant abnormal growth.

6. Trees where removal is necessary to allow vehicle access to a property.

7. Trees where removal is necessary to restore a view significantly obstructed by the tree provided all of the following criteria are satisfied:

a. The owner of the adjoining property to the subject tree and the city both agree ~~accept allowance~~ to have the tree removed;

b. The person claiming the view obstruction establishes the tree causes an unreasonable view obstruction using the provisions established in MMC 18.16.040 through 18.16.080; and

c. The approval of a nonadministrative right-of-way activity permit is obtained pursuant to MMC 20.72.090.

CE. Where subsection (D) of this section allows removal of a city tree, the following shall apply:

1. Removal of city trees, including hazard and nuisance trees, is permitted only if replacement trees are planted in accordance with the requirements in Table 20.52.400(E)(1), except as allowed otherwise by this section;

Table 20.52.400(C)(1) Replacement City Trees

	Diameter Breast Height of Removed Tree	Significant/Nonsignificant Tree Species	Tree Replacement
Each Tree (Include Nuisance Trees)	Less than 6 inches	All	None
	6 to 10 inches	All	Plant one tree
	Greater than 10 inches, but less than 24 inches	Nonsignificant	Plant one tree
		Significant	Plant two trees
	24 inches and larger	Nonsignificant	Plant two trees
		Significant	Plant three trees
Each Hazard Tree	6 to 10 inches	All	None
	Greater than 10 inches	All	Plant one tree

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2. Replacement trees shall meet the following standards:

- a. To be eligible as a replacement tree, the tree species must be selected from the appropriate list in the “City of Medina List of Suitable Tree Species” established in MMC 20.52.050. Plantings of the following tree species within the city’s rights-of-way shall be prohibited: London plane, quaking aspen, Lombardy poplar, bolleana poplar, cottonwood, and bigleaf maple.
- b. Replacement trees shall be planted within the city right-of-way adjoining the subject lot.
- c. Each replacement tree shall have a minimum caliper of two inches or, if the tree is coniferous, it shall have a minimum height of six feet at the time of final inspection by the city.
- d. Replacement trees shall be planted consistent with the most current ANSI standards ~~in a manner of proper spacing and lighting that allows them to grow to maturity.~~
- e. At least one replacement city tree shall be of the same plant division (coniferous or deciduous) as the city tree removed.
- f. Approval to remove a city tree shall include conditions to make certain that replacement trees remain healthy and viable for at least five years after inspection by the city, including measures to replace those replacement trees that do not remain healthy and viable.

3. In addition to the requirement for replacement trees in subsections (E)(1) and (2) of this section, the public benefits lost due to the removal of the city tree shall be mitigated by paying a contribution to the Medina tree fund in accordance with the following:

- a. The contribution shall be determined by multiplying the diameter breast height inches of the tree removed (significant and nonsignificant tree species) by a rate of \$25.00.
- b. Where more than one city tree is removed, the contribution for each removed tree shall be added together to produce the total payment to the Medina tree fund.
- c. The contribution rate for a city tree designated a hazard pursuant to MMC 20.52.200 is zero.
- d. If removal of the city tree was not authorized by the city at the time of its removal, the contribution rates shall triple and be in addition to any other penalties that might apply.
- e. Unless a city tree qualifies for the emergency exemption pursuant to MMC

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20.52.030(B), city trees removed before a hazard or nuisance determination is made by the city shall be presumed not to be a hazard or a nuisance.

DF. The following planting requirements apply within the city right-of-way when a city tree is removed:

1. The maximum number of trees in the city right-of-way shall be one tree for each 17 feet of linear public street frontage, or one tree for each 300 square feet of plantable area within the city right-of-way, whichever is greater, adjoining the subject lot.
2. The director may increase the maximum number of city trees prescribed in subsection (DF)(1) of this section, provided there is sufficient space in the city right-of-way adjoining the lot to accommodate the increase in city trees.
3. If the tree replacement requirements prescribed in subsection (CE) of this section would result in the total number of city trees in the right-of-way to exceed the maximum prescribed in subsection (DF)(1) or (2) of this section, an applicant shall contribute \$290.00 to the Medina tree fund for each replacement tree above the maximum in lieu of planting replacement trees above the maximum.
4. If the tree replacement requirements prescribed in subsection (CE) of this section would result in the total number of city trees in the right-of-way to be below the maximum prescribed in subsection (DF)(1) or (2) of this section, an applicant may plant additional trees in the right-of-way, subject to the limits in subsection (DF)(1) or (2) of this section, and reduce contributions to the Medina tree fund by:
 - a. Six hundred dollars for each coniferous tree planted.
 - b. Five hundred dollars for each deciduous tree planted.
5. New trees shall not be planted within three feet of the edge of any paved roadway.

EG. The requirements of this section may be used to satisfy the requirements set forth in MMC 20.52.410.

FH. Where a proposal includes application of this section and application of MMC 20.52.130 and/or 20.52.150, the requirements for supplemental trees and restoration trees shall be applied independent of the requirements in this section for replacement trees.

20.52.410 Minimum street tree standards.

A. This section shall apply to properties adjoining the following city rights-of-way:

1. Minor arterial and collector street rights-of-way as defined in Chapter 10.08 MMC;
2. NE 8th Street;

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3. 82nd Avenue NE between NE 8th Street and NE 12th Street;
4. 84th Avenue NE south of NE 12th Street.
5. Evergreen Point Road north of 78th Place NE.

B. The following street tree standards shall apply when the lot adjoining the right-of-way is under development pursuant to MMC 20.52.100:

1. There shall be at least one city tree planted for each 300 square feet of plantable area within the city right-of-way adjoining the lot with a minimum of two trees planted.
2. The new city trees planted shall have a minimum two-inch caliper with coniferous trees also having a minimum height of six feet at the time of final inspection.
3. The requirements of this subsection may be satisfied with existing trees in the adjoining city right-of-way measured to the centerline.
4. New city trees shall not be planted within three feet of the edge of any paved roadway.
5. Trees shall be planted in an informal pattern to create a natural appearance.

C. The following exceptions shall apply:

1. Shrubs, trees and plantings within the required sight line areas at private drives, private lane outlets and street intersections shall not interfere with required sight distances;
2. The director may waive the requirements of this section if the right-of-way to be planted is planned for modification in the Medina capital improvements plan.

20.52.420 Owner responsibility within city rights-of-way.

A. All owners of property adjoining a city right-of-way shall be responsible for maintaining all trees, shrubs, and other landscaping planted in the adjoining right-of-way by the property owner or previous owner of the property, or for which responsibility has been assumed by the owner through a recorded agreement with the city.

B. All owners of the property adjoining a city right-of-way shall ensure the trees, shrubs and landscaping in the right-of-way adjoining their property do not interfere with the free passage of vehicles and pedestrians or cause any risk of danger to the public or property.

C. No hazardous or destructive tree species shall be planted in the city rights-of-way. The city shall maintain a list of suitable trees that are acceptable to be planted in city rights-of-way consistent with MMC 20.52.050.

D. The requirements of this section shall apply equally to the city rights-of-way whether the city's title to the right-of-way was obtained by dedication, condemnation, deed or in any other manner.

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E. For the purpose of this chapter, an owner shall be considered adjoining up to the centerline of the city right-of-way.

20.52.500 Liability.

Consistent with MMC 20.10.070, nothing contained in this chapter shall be construed or form the basis for any liability on the part of the city, or its officers, agents, consultants or employees, for any injury or damage resulting from any person's failure to comply with the provisions of this chapter or by reason of or in consequence of any act or omission in connection with the implementation of or enforcement of this chapter.

20.52.510 Other general provisions.

A. This section is intended to be of general application for the benefit of the public at large; it is not intended for the particular benefit of any individual person or group of persons other than the general public.

A. Implementation and Costs.

1. All costs associated with trimming and removal of trees shall be the responsibility of the applicant or property owner; and
2. Any tree trimming or removal governed by this chapter shall be performed by a state of Washington licensed tree service contractor, bonded and insured for the liabilities associated with tree removal.

B. Survey. The city may require as a condition of approving a tree removal permit that the applicant obtain a survey by a state of Washington licensed surveyor to determine if the trees described in the application are located on the subject property, or if a tree is located within a city right-of-way.

C. Supplemental Notice. The following shall supplement noticing requirements set forth in MMC 20.80.140(A) when applied to tree activity permits:

1. Notice shall be posted on or near the subject tree or trees in a manner that clearly identifies all trees being considered under the application;
2. The director may approve the use of a variety of reasonable methods to identify trees provided the methods clearly identify all trees being considered under the application; and
3. The director may require additional notices to be posted when, in the opinion of the director, it is determined necessary to provide reasonable notification to the public of a pending application.

D. Limitations on Occupancy. A certificate of occupancy shall not be issued until all required tree plantings and landscaping associated with this chapter is complete and receives final

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approval from the city. Temporary occupancy may be granted pursuant to MMC 20.40.100 before completion of the tree planting and landscaping work provided all of the following criteria are satisfied:

1. The property owner provides a financial guarantee to the city to ensure completion of the tree planting and landscaping;
2. The financial guarantee may take the form of a bond, line of credit, cash deposit, or another form acceptable to the city;
3. The minimum amount of the financial guarantee shall be 150 percent of the estimated cost of landscaping and required tree plantings not completed at the time of the inspection; and
4. Terms of the financial guarantee shall include, but are not limited to, conditions for approving the financial guarantee, a timeframe for the work to be completed, and terms under which the city shall release the financial guarantee.

E. View and Sunlight Obstructions Caused by Trees. Pursuant to MMC 18.16.040, unreasonable obstructions of views or sunlight by uncontrolled growth or maintenance of trees may constitute a private nuisance subject to redress as set forth in Chapter 18.16 MMC.

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20.52.110 Tree retention requirements.

STAFF COMMENT: This section implements Policy CD-P6 of the Medina Comprehensive Plan that states clear cutting should not be permitted on property prior to development. This amendment proposes to give choices on tree retention that includes incentive to retain larger trees. The 10-inch diameter breast height size is derived from the thresholds we currently use for defining a significant tree and the 24-inch diameter breast height size is found in both our shoreline master program and site plan review as trees receiving additional consideration.

- A. Where land is under development pursuant to MMC 20.52.100, the owner shall retain significant trees within the boundaries of the lot (within the boundaries excludes trees in the city right-of-way, which removal is governed by MMC 20.52.400) in accordance with any one of the following choices (all fractions are rounded up to the next whole number):
1. Retain at least 50 percent of all existing significant trees;
 2. Retain at least 40 percent of all existing significant trees, provided at least 50 percent of those trees required to be retained have a 10-inch diameter breast height and greater size;
 3. Retain at least 35 percent of all existing significant trees, provided:
 - a. At least 30 percent of those trees required to be retained have a 10-inch diameter breast height and greater size; and
 - b. Additionally, at least another 20 percent of those trees required to be retained have a 24-inch diameter breast height and greater size; or
 4. Retain at least 25 percent of all existing significant trees, provided at least 75 percent of those trees required to be retained have a 24-inch diameter breast height and greater size;
- B. The maximum number of significant trees required to be retained shall not exceed the number needed to meet the required tree units prescribed in MMC 20.52.130;
- C. The following significant trees are excluded from the retention requirements of this section:
1. Those designated as a hazard tree pursuant to MMC 20.52.200;
 2. Those designated as a nuisance tree pursuant to MMC 20.52.210 and re-development will not remedy the nuisance condition; and
 3. Those located within the footprint of the principal building on the lot and having less than a 36-inch diameter breast height size.

20.52.120 Trees granted special protection.

STAFF COMMENT: One of the compromises suggested during discussions on easing the existing code replacement disincentives used to protect trees was that certain trees receive additional protection similar to landmark, historical and heritage trees. None of these terms as used in the industry quite fits Medina's situation so the term "special protection" is used. (Note: the City at one time designated certain right-of way trees as historic, but regulations were repealed.) The criteria for special protection include a 50-inch DBH size, which is the size a public hearing is required for a tree removal permit. Trees determined as hazards or nuisances are excluded from being a special protection tree as well as trees within the building footprint that cannot be feasibly retained.

- A. Trees meeting the following criteria are prohibited from being removed, excluding those set forth in MMC 20.52.120(B):
1. The tree species is denoted on the suitable tree species list as a special protected tree;
 2. The tree has a 50-inch diameter breast height and greater size; and

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3. The tree is healthy with a likelihood of surviving more than 10 years if the tree was properly cared for and its risk unenhanced by the proposed development.

B. The following are excluded as being designated special protected trees:

1. Those designated as a hazard tree pursuant to MMC 20.52.210;
2. Those designated as a nuisance tree pursuant to MMC 20.52.220 and re-development will not remedy the nuisance condition;
3. Those located within the footprint of the principal building and alternative placements of the building is not feasible.

20.52.130 Minimum performance standards for land under development.

STAFF COMMENT: This section and Section 20.52.150 replace the current tree replacement requirements set forth in MMC 20.52.090. For properties under development, this section sets forth requirements to have a minimum number of trees on the property. One of the challenges in developing these standards is to account for the different values people place on large trees versus small trees. To do this, *tree units* is utilized as the form of measurement and it incorporates possible values by assigning a weighted factor to tree units involving existing trees. To count existing trees, they are assigned one of two tree unit values based on the size of the tree. To count supplemental trees, they are assigned one of two tree unit values based on whether the supplemental tree is replacing a large existing tree or a different tree.

The Tree Density Ratio is used to calculate the tree units required to be on the property. This is a key standard in achieving the goal of preserving the existing tree canopy. To create these ratios, the canopy areas of mature trees most common to Medina were averaged and used to establish a base line tree. Weight factors to account for the diversity of were incorporated including the 52/ 48 percent conifer/deciduous tree canopy composition identified in The 2014 Watershed inventory, and the percentage breakdown of species in each category (i.e., cedars compose about 62% of the conifer trees and maples compose about 44 percent of the deciduous trees per the 2002 Medina Inventory Report).

The purpose of using common trees to Medina and the weight factors is to produce a base line tree having a typical mature canopy for Medina. This produced a typical canopy area of 1,015 square feet. It should be noted that this typical canopy size is heavily influenced by the large presence of cedars and maples in Medina's urban forest.

The baseline tree was utilized in calculating the Tree Density Ratio based on the assumption of maintaining the existing tree canopy coverage of 288 acres or 31.9 percent of the land area within the city.

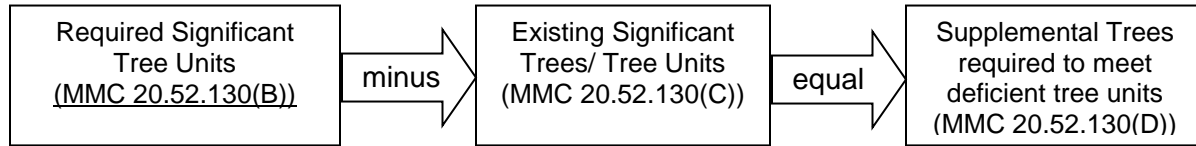
The following procedures and requirements shall apply to lands under development meeting the criteria in MMC 20.52.100:

A. Figure 20.52.130 outlines the process for complying with the performance standards in this section:

Figure 20.52.130 Tree Performance Standard Process

STAFF COMMENT: The diagram below outlines the process for determining the number of significant trees required, the number of existing trees retained, and if there is a deficiency, the number of supplemental trees required to be planted. The applicant can count existing significant trees in the right-of-way towards meeting their requirements.

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B. Lots designated as land under development shall contain a minimum number of required tree units established by the following procedures:

1. The lot area is divided by 1,000 square feet;
2. The quotient is multiplied by the corresponding tree density ratio set forth in Table 20.52.130(B); and
3. The resulting product is rounded up to the next whole number to establish the minimum number of required tree units applied to the lot;

Table 20.52.130(B) Tree Density Ratio

<u>Zoning District</u>	<u>Land Use</u>	<u>Tree Density Ratio</u>
<u>R-16, R-20, R-30 & SR-30</u>	<u>Residential</u>	<u>0.40</u>
	<u>Golf Course</u>	<u>0.16</u>
	<u>Non-residential other than specifically listed</u>	<u>0.29</u>
<u>Public</u>	<u>Schools</u>	<u>0.17</u>
	<u>Parks</u>	<u>0.50</u>
	<u>Residential</u>	<u>0.40</u>
	<u>Non-residential other than specifically listed</u>	<u>0.29</u>
<u>N-A</u>	<u>All</u>	<u>0.29</u>
<u>State Highway</u>	<u>All</u>	<u>0.12</u>

C. To determine compliance with MMC 20.52.130(B), calculate (do not round fractions) the number of existing tree units by using the following procedures and then follow MMC 20.52.130(D):

1. Inventory all existing significant trees on the subject lot, and if applicable, include existing significant trees in the adjoining city right-of-way to the centerline; and
2. Assign a tree unit to each significant tree using the corresponding values set forth in Table 20.52.130(C); and
3. Add the values of the tree units for a total sum and subtract the tree units of any significant trees not being retained to determine the existing tree units on the subject lot.

Table 20.52.130(C) Existing Tree Unit

<u>Tree Type</u>	<u>Diameter Breast Height of Tree</u>	<u>Tree Unit</u>
<u>Deciduous</u>	<u>6 to 10 inches</u>	<u>0.75</u>
	<u>Greater than 10 inches</u>	<u>1.0</u>
<u>Conifers</u>	<u>6 to 10 inches</u>	<u>0.75</u>
	<u>Greater than 10 inches, but less than 50 inches</u>	<u>1.0</u>
	<u>50 inches and greater</u>	<u>1.25</u>

D. Apply the following procedures to determine if supplemental trees are required, and if applicable, the number of supplemental trees required:

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1. To determine if supplemental trees are required, subtract the existing tree units calculated in MMC 20.52.130(C) from the required tree units calculated in MMC 20.52.130(B); and:
 - a. If the existing tree units equal or exceed the required tree units then no supplemental trees are required; or
 - b. If the existing tree units are less than the required tree units then supplemental trees are required;
2. If supplemental trees are required, the number of trees required is determined as follows:
 - a. The number of supplemental trees is calculated by assigning a tree unit to the supplemental tree using the values set forth in Table 20.52.130(D), which correspond to whether the supplemental tree is for replacing a removed existing significant tree or for adding a tree above what originally existed;
 - b. Those tree unit values assigned to replace an existing significant tree starting with the largest tree down to the smallest tree shall be used first, and the addition of trees above what originally existed shall be used last;
 - c. The number of supplemental trees required shall have the total of their tree units equal or exceed the deficiency in tree units that are needed to meet the minimum number of required tree units calculated in MMC 20.52.130(D)(1);

STAFF COMMENT: The intent of the supplemental tree unit standards is to provide incentives to keep existing large trees. A supplemental tree carries half the tree unit value when replacing a larger existing significant tree based on the timeframe it takes to replace the lost canopy.

Table 20.52.130(D) Supplemental Tree Unit

<u>Purpose of Supplemental Tree</u>	<u>Diameter Breast Height of Removed Tree</u>	<u>Tree Unit</u>
<u>Replace an existing significant tree</u>	<u>Less than 24 inches</u>	<u>1.0</u>
	<u>24 inches and greater</u>	<u>0.5</u>
<u>Adding a significant tree above what originally existed</u>	<u>Not applicable</u>	<u>1.0</u>

3. The minimum requirements applicable to required supplemental trees are:
 - a. To be eligible, the tree species must be selected from the appropriate list in the "City of Medina List of Suitable Tree Species" established in MMC 20.50.050;
 - b. Trees shall be planted on-site of the subject lot, which if applicable, may include the adjoining city right-of-way;
 - c. Each supplemental tree shall have a minimum caliper of two inches and, if the tree is coniferous, it shall have a minimum height of eight feet at the time of final inspection;
 - d. Trees shall be planted in a manner of proper spacing and lighting that allows for them to reach maturity;

STAFF COMMENT: Subsection 3(e) allows existing trees that are not big enough to be included in the significant tree count to be counted towards supplemental trees.

- e. Existing trees that are less than six inches diameter breast height may be counted as supplemental trees provided the tree:
 - i. Is located within the boundaries of the lot and not the city right-of-way;
 - ii. Meets all of the other requirements applicable to supplemental trees;
- f. At least one of the supplemental trees shall be of the same plant division (conifer, deciduous) as each significant tree being removed; and

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Tree Permit Number	Address	Total Tree Units	Total Actual Trees (not in units)	Sig. Tree Units Removed	Actual Sig. Trees Removed	Sig. Tree Units Remain	Actual Remaining Sig. Trees	Required Tree Units	Required Supplemental Tree Units	Actual Supplemental Trees Planted (not in units)	Sq. Ft.
TREE-15-023	2403 76TH AVE NE	60.5	71	20.5	26	40	45	19	None required	0	52,345
TREE-15-024	7916 NE 22ND ST	21.5	22	1.75	1	19.75	21	9	None required	0	24,487
TREE-15-026	1425 80TH AVE NE	5.75	6	1	1	4.75	5	4	None required	0	10,975
TREE-15-032	923 76TH AVE NE	141.75	145	1	1	140.75	144	82	None required	0	232,610
TREE-15-038	3242 78TH PL NE	11.5	13	4.5	5	7	8	7	None required	0	20,023
TREE-15-040	8703 NE 11TH ST	7.75	7	1	1	6.75	6	5	None required	0	12,653
TREE-15-042	3239 EVERGREEN PT RD	22	23	14	15	8	8	7	None required	0	20,000
TREE-15-043	7640 NE 12TH ST	11.25	12	0	0	11.25	12	7	None required	0	19,844
TREE-16-002	8658 NE 7TH ST	33	34	7.5	8	25.5	26	9	None required	0	24,550
TREE-16-003	3225 EVERGREEN POINT RD	0	0	0	0	0	0	8	8	8	20,350
TREE-16-006	2209 79TH AVE NE	5.25	6	2.5	3	2.75	3	3	0.5	1	8,119
TREE-16-013	2000 79TH AVE NE	35.5	38	20.5	22	15	16	14	None required	0	40,642
TREE-16-015	820 80TH AVE NE	8.5	9	2	2	6.5	7	5	None required	0	13,815
TREE-16-023	830 80TH AVE NE	15.25	16	5	5	10.25	11	5	None required	0	13,816
TREE-16-026	1456 76TH AVE NE	15.5	16	10	10	5.5	6	8	3	6	20,373
TREE-16-027	2656 78TH AVE NE	5	6	2	2	3	4	6	3	5	15,564
TREE-16-030	2637 77TH AVE NE	22.25	23	0.75	1	21.5	22	7	None required	0	16,240
TREE-16-031	2426 78TH AVE NE	4.75	5	0.75	1	4	4	3	None required	0	8,119
TREE-16-032	7650 NE 10TH ST	24.5	26	14.25	18	10.25	8	6	None required	0	16,051
TREE-16-033	3311 EVERGREEN POINT RD	33.75	35	8.25	9	25.5	26	10	None required	0	26,136
TREE-16-036	1632 77TH AVE NE	6.25	6	0	0	6.25	6	7	1	1	18,449
TREE-16-037	7841 NE 21ST ST	2.5	3	1.5	2	1	1	9	8	8	24,911
TREE-16-042	1013 84TH AVE NE	8.5	10	0	0	8.5	10	5	None required	0	12,163
TREE-16-048	1625 RAMBLING LN	22.5	23	0	0	22.5	23	18	None required	0	52,707
TREE-16-051	911 87TH AVE NE	6.75	7	2	2	4.75	5	6	1.25	3	17,030
TREE-16-053	7842 NE 21ST ST	35.5	36	17.75	18	17.75	18	9	None required	0	24,345
TREE-16-057	2750 EVERGREEN POINT RD	23	25	13.5	15	9.5	10	6	None required	0	16,963
TREE-16-061	7842 NE 14TH ST	20	21	9	9	11	12	8	None required	0	19,868
TREE-17-001	8400 NE 7TH ST	7.25	8	3	3	4.25	5	9	4.75	7	23,784
TREE-17-003	520 EVERGREEN PT RD	1.25	1	0	0	1.25	1	3	1.75	2	9,600
TREE-17-008	543 OVERLAKE DR E	23	25	1	1	22	24	5	None required	0	13,826
TREE-17-010	619 84TH AVE NE	17.75	18	8	8	9.75	10	8	None required	0	21,625
TREE-17-011	2625 82ND AVE NE	6.75	7	1	1	5.75	6	6	0.25	2	16,355
TREE-17-013	7871 NE 21ST ST	53	55	25.5	26	27.5	29	9	None required	0	25,763
TREE-17-022	3401 EVERGREEN POINT RD	27.25	29	1	1	26.25	28	10	None required	0	27,007
TREE-17-025	2209 79TH AVE NE	2.75	3	0.75	1	2	2	3	1	2	8,119
TREE-17-028	7819 NE 10TH ST	6.75	8	2.5	2	4.25	6	4	None required	0	10,650
TREE-17-033	1306 EVERGREEN POINT RD	20	21	11.75	12	8.25	9	6	None required	0	16,368
TREE-17-038	8233 OVERLAKE DR W	3.5	4	0	0	3.5	4	5	1.5	2	10,668
TREE-17-040	8700 NE 11TH ST	6.25	7	2	2	4.25	5	4	None required	0	11,288
TREE-17-041	7842 NE 10TH ST	11.25	12	6.5	7	4.75	5	6	1.25	2	16,000
TREE-17-044	2612 79TH AVE NE	10	10	2	2	8	8	6	None required	0	16,240
TREE-17-046	2610 82ND AVE NE	4	4	3	3	1	1	5	4	5	15,388
TREE-17-047	7545 NE 28TH PL	24.25	27	12.5	13	11.75	14	13	1.25	15	36,370
TREE-17-048	2841 76TH AVE NE	76	80	11.25	12	64.75	68	16	None required	0	44,789
TREE-17-051	3244 76TH AVE NE	12.25	13	6.5	7	5.75	6	7	1.25	1	21,208
TREE-17-054	8423 Midland Road	5.5	6	2.5	3	3	3	5	2	2	12,920
TREE-17-060	1201 76TH AVE NE	67	67	7	6	60	61	48	None required	0	136,900
TREE-18-002	7852 NE 14TH ST	9.5	10	5.5	6	4	4	3	None required	0	8,675
TREE-18-005	433 86TH AVE NE	5.25	6	0.75	1	4.5	5	7	2.75	5	17,680
TREE-18-013	1221 EVERGREEN POINT RD	79.5	86	48.75	51	30.75	35	23	None required	0	67,700
TREE-18-017	202 OVERLAKE DR E	19.25	20	13	14	6.25	6	9.5	3.25	4	26,400
TREE-18-019	515 OVERLAKE DR E	7.5	9	1	1	6.5	8	4	None required	0	9,900
TREE-18-022	3265 EVERGREEN PT RD	18.5	19	11	11	7.5	8	7	None required	0	20,023
TREE-18-023	3267 EVERGREEN PT RD	17	17	12	12	5	5	8.5	3.5	8	23,967
TREE-18-024	3263 EVERGREEN PT RD	19.5	21	10.5	11	9	10	12.25	3.5	8	34,342
TREE-18-031	8426 OVERLAKE DR W	11.75	15	8	10	3.75	5	9	5.25	6	25,828
TREE-18-032	7747 OVERLAKE DR W	23.75	25	13.5	14	10.25	11	22	1.75	5	62,153
TREE-18-035	1024 82ND AVE NE	4	4	1	1	3	3	2.5	None required	0	6,925
TREE-18-037	1655 73RD AVE NE	15.25	18	6	7	9.25	11	9	None required	8	21,720
TREE-18-038	111 84th AVE NE	53	57	24.75	27	28.25	30	28	None required	0	79,918
TREE-19-009	1637 77TH AVE NE	25	26	5.75	6	19.25	20	12	None required	0	32,614
TREE-19-019	607 86th Ave NE	14.25	15	8.75	9	5.5	6	6	0.5	1	17,036
TREE-19-021	2519 82nd Ave NE	9.5	10	2.75	3	6.75	7	5	None required	0	12,024
TREE-19-023	2230 Evergreen Point Rd	14.75	15	7.75	8	7	7	6	None required	0	16,238
TREE-19-024	8080 NE 24TH ST	4.75	5	2	2	2.75	3	6	3.25	5	15,952
TREE-19-026	7648 NE 12th St	25.5	26	16.5	17	9	9	7	None required	0	19,850
TREE-19-032	7838 NE 8TH ST	17	18	7.25	8	9.75	10	6	None required	0	15,971
TREE-19-034	2436 82nd Ave NE	24	24	4.25	4	19.75	20	6	None required	0	15,948
TREE-19-038	2231 78TH AVE NE	10.25	11	4.75	5	5.5	6	12	6.5	9	32,485
TREE-19-044	1848 77th Ave NE	17.25	18	10.75	11	6.5	7	9	2.5	4	25,586
TREE-19-045	226 Overlake Dr E	4.25	5	1.75	2	2.5	3	7	5.5	7	17,820
TREE-19-049	3300 78TH PL NE	21.25	22	12.75	13	8.5	9	7	None required	0	18,675
TREE-19-057	1405 Evergreen Point Rd	39.25	44	0.75	1	38.5	43	12	None required	0	34,105
TREE-19-058	8015 NE 28th St	10.5	11	5.75	6	4.75	5	4	None required	0	9,382

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TREE-19-062	7823 NE 14TH ST	21.25	26	12.75	14	8.5	12	7	None required	0	19,862
TREE-19-063	2019 79TH AVE NE	42.5	43	32.75	33	9.75	10	9	None required	0	23,219
TREE-19-072	2033 77TH AVE NE	2	2	1	1	1	1	3	2	2	8,188
TREE-19-076	8297 Overlake Dr W	24.25	26	7.25	8	17	18	11	None required	0	124,636
TREE-19-080	1010 84TH AVE NE	6.75	9	3.75	5	3	4	4	1	1	8,979
TREE-19-081	442 87TH AVE NE	63	73	28.5	33	34.5	40	21	None required	0	59,480
TREE-20-002	850 80TH AVE NE	20.25	21	11	11	9.25	10	7	None required	0	17,904
TREE-20-004	8909 GROAT PT	3.75	5	0.75	1	3	4	8	5	5	23,188
TREE-20-005	444 OVERLAKE DR E	8.25	10	5	6	3.25	4	5	1.75	3	13,950
TREE-20-006	438 OVERLAKE DR E	20	22	10	12	10	10	7	None required	0	19,970
TREE-20-008	2626 78TH AVE NE	10	10	7	7	3	3	3	None required	0	8,120
TREE-20-009	2632 78TH AVE NE	7	7	2	2	5	5	3	None required	0	8,120
TREE-20-010	1407 76TH AVE NE	23.25	25	5.5	6	17.75	19	11	None required	0	30,004
TREE-20-011	2451 78TH AVE NE	6.75	7	4	4	2.75	3	3	0.25	2	8,119
TREE-20-012	619 84TH AVE NE	21.5	23	2.75	3	18.75	20	8	None required	0	21,625
TREE-20-013	7815 NE 28TH ST	11.5	14	8.5	9	3	5	3	None required	0	8,120
TREE-20-014	1645 73RD AVE NE	5.25	6	5.25	6	0	0	5	5	5	13,300
TREE-20-019	7619 NE 22ND ST	17.25	18	9.5	10	7.75	8	6	None required	0	16,303
TREE-20-042	2036 EVERGREEN POINT RD	17	18	5	5	12	13	6	None required	0	14,850
TREE-20-049	707 OVERLAKE DR E	36.75	39	21.5	23	15.25	16	7	None required	0	19,753
TREE-20-055	8024 NE 8TH ST	60.25	69	41.75	47	18.5	22	8	None required	0	22,879
TREE-20-060	1800 77TH AVE NE	26	27	10.75	11	15.25	16	11	None required	0	29,250
TREE-20-075	7811 NE 10TH ST	14.75	17	0	0	14.75	17	9	None required	0	24,127
TREE-20-080	8425 RIDGE RD	3.5	4	2.5	3	1	1	5	4	4	12,768
TREE-20-081	2621 78TH AVE NE	2	2	2	2	0	0	3	3	3	8,120
TREE-20-082	1686 77TH AVE NE	15.25	15	8	8	7.25	7	11	3.75	8	31,082
TREE-20-085	2627 78TH AVE NE	0	0	0	0	0	0	3	3	3	8,120
TREE-21-001	2226 79TH AVE NE	10	10	4.25	4	5.75	6	9	3.25	8	23,144
TREE-21-008	2604 79TH AVE NE	5.75	6	3.75	4	2	2	4	2	6	10,734
TREE-21-013	7777 OVERLAKE DR W	87.25	90	0.75	1	86.5	89	81	None required	0	230,103
TREE-21-014	550 OVERLAKE DR E	11.75	13	7	7	4.75	6	9	4.25	9	24,756
TREE-21-016	7611 NE 12TH ST	12.75	15	0.75	1	12	14	3	None required	0	8,473
TREE-21-027	2450 78TH AVE NE	1.75	2	1.75	2	0	0	3	3	4	8,119
TREE-21-032	8604 NE 6TH ST	3.5	4	1	1	2.5	3	4	1.5	2	10,239
TREE-21-053	1312 76TH AVE NE	6	6	1	1	5	5	6	1	2	16,200
Total:		2146	2290	785	839	1361	1451	1025.75	116	209	



CITY OF MEDINA
DEVELOPMENT SERVICES
 425-233-6414
 425-233-6400

Lists of Suitable Trees

Attachment D

PURPOSE: The suitable tree species listed under each section are for the purpose of establishing significant trees under the Medina Tree Code (Chapter 20.52 Medina Municipal Code). This list includes trees species eligible towards planting requirements.*

LIST 1: SIGNIFICANT TREE SPECIES ON PRIVATE PROPERTY**

The following trees are designated as significant tree species pursuant to MMC 20.52.050. List 1 is used in conjunction with the definition of “significant tree” set forth in MMC 20.12.200 to denote the application of the term “significant tree” in the Medina Tree Code (Chapter 20.52 MMC). Please note that not all trees in this list are eligible for credit as supplemental or restoration trees. See List 4 for tree species eligible for supplemental tree or restoration tree credit.

A. EVERGREENS (CONIFERS):

1. All, except the following:
 - a. Leyland Cypress – *Cupressocyparis leylandii*
 - b. Arborvitae – *Thuja occidentalis*
 - c. Italian Cypress - *Cupressus sempervirens*
 - d. Blue Surprise Port Orford Cedar – *Chamaecyparis lawsoniana* ‘Blue Surprise’
 - e. Wissel’s Saguaro False Cypress – *Chamaecyparis lawsoniana* ‘Wissels Saquaro’
 - f. Other species not listed that typically have a crown diameter of less than 10 feet at maturity
 - g. Trees planted, clipped or sheared into use as a hedge regardless of species

B. DECIDUOUS

1. All that coincide with United States Department of Agriculture hardiness zones 8b and 9a, except the following:
 - a. Swedish Aspen – *Populus tremula* “Erecta’
 - b. Skyward Bald Cypress – *Taxodium distichum* ‘Skyward’
 - c. Other species not listed that typically have a crown diameter of less than 10 feet at maturity
 - d. Trees planted, clipped or sheared into use as a hedge regardless of species

* *The list of native trees are those that are naturally occurring and propagating in the Puget Sound lowlands in the last 100 years and coincide with the USDA hardiness zone 8b.*

** *Private property includes state highway right-of-way.*

Note: *The USDA Plant Hardiness Zones helps determine which plants are most likely to thrive at a location. The zones are based on the average annual minimum winter temperature, divided into 10-degree F zones.*

Attachment D

LIST 2: SIGNIFICANT TREE SPECIES ON CITY RIGHTS-OF-WAY

This list shall apply only where a tree is removed from city rights-of-way. It is used to distinguish significant and non-significant trees. Tree species eligible for replacement credit in the city right-of-way are set forth in List 6 and 7.

A. EVERGREENS (CONIFERS) - NATIVE:

1. Lawson Cypress – *Chamaecyparis lawsoniana*
2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
3. Western Red Cedar – *Thuja plicata*
4. Douglas Fir – *Pseudotsuga menziesii*
5. Engelmann Spruce – *Picea engelmannii*
6. Grand Fir – *Abies grandis*
7. Pacific Silver Fir – *Abies amabilis*
8. Rocky Mountain Juniper – *Juniperus scopulorum*
9. Mountain Hemlock – *Tsuga mertensiana*
10. Western Hemlock – *Tsuga heterophylla*
11. Shore Pine – *Pinus contorta* var. *contorta*
12. Sitka Spruce – *Picea sitchensis*
13. Western White Pine – *Pinus monticola*

B. EVERGREENS (CONIFERS) – NON-NATIVE:

1. None

C. DECIDUOUS - NATIVE:

1. Pacific or Western Flowering Dogwood -- *Cornus nuttallii*
2. Vine Maple -- *Acer circinatum*
3. Red Alder -- *Alnus rubra*
4. Western Hazelnut -- *Corylus cornuta*
5. Oregon Ash -- *Fraxinus latifolia*
6. Narrow-leaved Cherry – *Prunus emarginata* var. *mollis*
7. Western Serviceberry - *Amelanchier alnifolia*
8. Black Hawthorn - *Crataegus douglasii*
9. Cascara - *Rhamnus purshiana*
10. Oregon White Oak - *Quercus garryana*
11. Pacific Crabapple - *Malus fusca*
12. Pacific Willow - *Salix lasiandra*

D. DECIDUOUS – NON-NATIVE:

1. None

Attachment D

LIST 3: LEGACY TREE SPECIES LIST

The following trees are Legacy Tree species that if the criteria in MMC 20.52.120 are present are subject to the replacement requirements for a Legacy Tree.

A. EVERGREENS (CONIFERS):

1. Lawson Cypress – *Chamaecyparis lawsoniana*
2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
3. Western Red Cedar – *Thuja plicata*
4. Douglas Fir – *Pseudotsuga menziesii*
5. Grand Fir – *Abies grandis*
6. Mountain Hemlock – *Tsuga mertensiana*
7. Western Hemlock – *Tsuga heterophylla*
8. Pacific Madrone – *Arbutus menziesii*
9. Shore Pine – *Pinus contorta* var. *contorta*
10. Western White Pine – *Pinus monticola*
11. Sitka Spruce – *Picea sitchensis*

B. DECIDUOUS:

1. None

LIST 4: TREE SPECIES ELIGIBLE FOR CREDIT ON PRIVATE PROPERTY

This list establishes eligibility requirements for receiving supplemental tree unit or restoration credits under MMC 20.52.130 and MMC 20.52.150 respectively. This list is used for determining existing trees that may be included as credit; and new tree plantings on private property that are eligible for credit. The list of native species in Sub-list 4A and 4C apply to determining tree retention requirements in MMC 20.52.110.

A. EVERGREENS (CONIFEROUS) - NATIVE:

1. Lawson Cypress – *Chamaecyparis lawsoniana*
2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
3. Western Red Cedar – *Thuja plicata*
4. Douglas Fir – *Pseudotsuga menziesii*
5. Engelmann Spruce – *Picea engelmannii*
6. Grand Fir – *Abies grandis*
7. Pacific Silver Fir – *Abies amabilis*
8. Rocky Mountain Juniper – *Juniperus scopulorum*
9. Mountain Hemlock – *Tsuga mertensiana*
10. Western Hemlock – *Tsuga heterophylla*
11. Shore Pine – *Pinus contorta* var. *contorta*
12. Sitka Spruce – *Picea sitchensis*
13. Western White Pine – *Pinus monticola*

Attachment D

B. EVERGREENS (CONIFEROUS) – NON-NATIVE:

1. Korean Fir – *Abies koreana*
2. Spanish Fir – *Abies pinsapo*
3. White Fir – *Abies concolor*
4. Incense Cedar – *Calocedrus decurrens*
5. Deodar Cedar – *Cedrus deodara*
6. Atlas Cedar – *Cedrus atlantica*
7. Cedar of Lebanon – *Cedrus libani*
8. Moss Cypress – *Chamaecyparis pisifera*
9. Dwarf Hinoki Cypress – *Chamaecyparis obtusa*
10. Smooth-barked Arizona Cypress – *Cupressus glabra*
11. Dawn Redwood – *Metasequoia glyptostroboides*
12. Swiss Stone Pine – *Pinus cembra*
13. Austrian Black Pine – *Pinus nigra*
14. Japanese Black Pine – *Pinus thunbergii*
15. Japanese Red Pine – *Pinus densiflora*
16. Japanese Cryptomeria – *Cryptomeria japonica*
17. Serbian Spruce – *Picea omorika*
18. Umbrella Pine – *Sciadopitys verticillata*
19. Bald Cypress – *Taxodium distichum*
20. Hiba Cedar – *Thuja plicata*
21. Canadian Hemlock – *Tsuga canadensis*

C. DECIDUOUS - NATIVE:

1. Pacific or Western Flowering Dogwood -- *Cornus nuttallii*
2. Vine Maple -- *Acer circinatum*
3. Red Alder -- *Alnus rubra*
4. Western Hazelnut -- *Corylus cornuta*
5. Oregon Ash -- *Fraxinus latifolia*
6. Narrow-leaved Cherry – *Prunus emarginata* var. *mollis*
7. Western Serviceberry - *Amelanchier alnifolia*
8. Black Hawthorn - *Crataegus douglasii*
9. Cascara - *Rhamnus purshiana*
10. Oregon White Oak - *Quercus garryana*
11. Pacific Crabapple - *Malus fusca*
12. Pacific Willow - *Salix lasiandra*

D. DECIDUOUS – NON-NATIVE:

1. None

LIST 5: REPLACEMENT TREE SPECIES FOR CREDIT ON CITY RIGHTS-OF-WAY**Attachment D**

The following trees are designated as eligible for receiving replacement credit on the city right-of-way. Trees planted in the rights-of-way shall ensure that sight-distance requirements are maintained and utilities will not become encumbered. If overhead power distribution or transmission lines are within 20 horizontal feet of the planting location, the replacement tree species shall be selected from List 6.

A. EVERGREENS (CONIFERS) - NATIVE:

1. Lawson Cypress – *Chamaecyparis lawsoniana*
2. Alaska Yellow Cedar – *Chamaecyparis nootkatensis*
3. Western Red Cedar – *Thuja plicata*
4. Douglas Fir – *Pseudotsuga menziesii*
5. Engelmann Spruce – *Picea engelmannii*
6. Grand Fir – *Abies grandis*
7. Pacific Silver Fir – *Abies amabilis*
8. Rocky Mountain Juniper – *Juniperus scopulorum*
9. Mountain Hemlock – *Tsuga mertensiana*
10. Western Hemlock – *Tsuga heterophylla*
11. Shore Pine – *Pinus contorta* var. *contorta*
12. Sitka Spruce – *Picea sitchensis*
13. Western White Pine – *Pinus monticola*

B. EVERGREENS (CONIFERS) – NON-NATIVE:

1. Korean Fir – *Abies koreana*
2. Spanish Fir – *Abies pinsapo*
3. White Fir – *Abies concolor*
4. Incense Cedar – *Calocedrus decurrens*
5. Deodar Cedar – *Cedrus deodara*
6. Atlas Cedar – *Cedrus atlantica*
7. Cedar of Lebanon – *Cedrus libani*
8. Moss Cypress – *Chamaecyparis pisifera*
9. Dwarf Hinoki Cypress – *Chamaecyparis obtusa*
10. Smooth-barked Arizona Cypress – *Cupressus glabra*
11. Dawn Redwood – *Metasequoia glyptostroboides*
12. Swiss Stone Pine – *Pinus cembra*
13. Austrian Black Pine – *Pinus nigra*
14. Japanese Black Pine – *Pinus thunbergii*
15. Japanese Red Pine – *Pinus densiflora*
16. Japanese Cryptomeria – *Cryptomeria japonica*
17. Serbian Spruce – *Picea omorika*
18. Umbrella Pine – *Sciadopitys verticillata*
19. Bald Cypress – *Taxodium distichum*
20. Hiba Cedar – *Thujopsis dolabrata*
21. Canadian Hemlock – *Tsuga canadensis*

Attachment D

C. DECIDUOUS - NATIVE:

1. Pacific or Western Flowering Dogwood -- *Cornus nuttallii*
2. Vine Maple -- *Acer circinatum*
3. Red Alder -- *Alnus rubra*
4. Western Hazelnut -- *Corylus cornuta*
5. Oregon Ash -- *Fraxinus latifolia*
6. Narrow-leaved Cherry – *Prunus emarginata* var. *mollis*
7. Western Serviceberry - *Amelanchier alnifolia*
8. Black Hawthorn - *Crataegus douglasii*
9. Cascara - *Rhamnus purshiana*
10. Oregon White Oak - *Quercus garryana*
11. Pacific Crabapple - *Malus fusca*
12. Pacific Willow - *Salix lasiandra*

D. DECIDUOUS – NON-NATIVE:

1. None

LIST 6: TREE SPECIES FOR CREDIT IN RESTRICTED CITY RIGHT-OF-WAY

The tree species in List 7 shall be used for replacement credit in those locations identified as “Restricted R.O.W” in the Medina Landscape Plan set forth in Figure 3 of the Community Design Element of the Medina Comprehensive Plan. The city may accept other tree species not on the list for replacement credit provided the tree is an appropriate species to be planted where overhead utility lines or view corridors necessitate lower tree heights.

LIST 7: LOW-GROWING TREE SPECIES SUITABLE NEAR POWER LINES

The tree species in this list may be used for replacement credit when replacement trees are planted under or within 20 horizontal feet of overhead power distribution and transmission lines. The city may accept non-native tree species in this list and other non-native tree species not on the list for replacement credit provided the tree is an appropriate species to be planted near power lines.

A. EVERGREENS:

1. Mugo Pine – *Pinus mugo*
2. Tanyosho Pine – *Pinus densiflora* ‘*Umbraculifera*’
3. Dwarf Hinoki Cypress – *Chamaecyparis obtusa* ‘*Nana gracilis*’
4. Chinese Juniper – *Juniperus chinensis*
5. Swiss Stone Pine – *Pinus cembra*
6. Japanese Umbrella Pine – *Sciadopitys verticillata*
7. Bristlecone Pine – *Pinus aristata*
8. Dwarf Japanese Red Pine – *Pinus densiflora* sp

Attachment D

B. DECIDUOUS:

1. Vine Maple – *Acer circinatum*
2. Amur Maple – *Acer ginnala*
3. Rocky Mountain Maple – *Acer grandidentatum*
4. Paperbark Maple – *Acer griseum*
5. Japanese Maple – *Acer palmatum*
6. Pacific Serviceberry – *Amelanchier alnifolia*
7. Western Serviceberry – *Amelanchier grandiflora*
8. Japanese Hornbeam – *Carpinus japonica*
9. Eastern Redbud – *Cercis canadensis*
10. Corneliancherry Dogwood – *Cornus mas*
11. Japanese Dogwood – *Cornus officinalis*
12. European Filbert – *Corylus avellana*
13. Smoketree – *Cotinus* sp.
14. Hawthorn – *Crataegus* sp.
15. Goldenrain Tree – *Koeleruteria paniculata*
16. Galaxy Magnolia – *Magnolia* 'Galaxy'
17. Star Magnolia – *Magnolia stellata*
18. Lily Magnolia – *Magnolia liliiflora*
19. Victoria Southern Magnolia – *Magnolia grandiflora* 'Victoria'
20. Carmine Crabapple -- *Malus x atrosanguinea*
21. Sargent Crabapple – *Malus sargentii*
22. Pink Perfection Crabapple – *Malus* 'Pink Perfection'
23. Radiant Crabapple – *Malus* 'Radiant'
24. Strathmore Crabapple – *Malus* 'Strathmore'
25. Persian Parrotia – *Parrotia persica*
26. Flowering Cherry/Plum – *Prunus* sp.
27. Amur Chokecherry – *Prunus maackii*
28. Mt. Fuji Flowering Cherry – *Prunus serrulata* 'Shirotae'
29. Staghorn Sumac – *Rhus typhina*
30. Red Cascade Mountain Ash – *Sorbus americana* 'Dwarf-crown'
31. Japanese Stewartia – *Stewartia pseuocamellia*
32. Japanese Snowbell – *Styrax japonicus*
33. Japanese Tree Lilac – *Syringa reticulata*

SOURCE FOR IDENTIFYING NATIVE SPECIES:

- Kruckerberg, Arthur R. *Gardening with Native Plants of the Pacific Northwest – an illustrated guide*. Seattle: University of Washington Press, 1982. Print.
- Arno, Stephen F. and Hammerly, Ramona P. *Northwest Trees – identifying and understanding the regions native trees*. Seattle: The Mountaineers, 1977. Print.
- Hitchcock, C. Leo and Cronquist, Arthur. *Flora of the Pacific Northwest – an illustrated manual*. Seattle: University of Washington Press, 1973. Print.
- Breen, Patrick. *Oregon State University Department of Horticulture Landscape Plants – Images, identification and information* (<http://oregonstate.edu/dept/ldplants/>, September 12, 2013). Corvallis, OR 97331-4501, USA.
- USDA, NRCS. 2013. *The PLANTS Database* (<http://plants.usda.gov>, 19 September 2013). National Plant Data Team, Greensboro, NC 27401-4901 USA.
- USDA Plant Hardiness Zone Map, 2012. Agricultural Research Service, U.S. Department of Agriculture. Accessed from <http://planthardiness.ars.usda.gov>.



DEVELOPMENT
SERVICES

Administrative Tree Activity Permit

T-01

501 EVERGREEN POINT ROAD MEDINA, WA 98039
PHONE: 425-233-6414/6400

Complete this form for the following:

- The property is designated as under development regardless of whether a tree is removed (MMC 20.52.100)
- Removal of any significant tree on private property having a 6-inch DBH and larger size, but less than 50 inches DBH
- Removal of any non-significant tree on private property within 200 feet of the shoreline having a 6-inch DBH and larger size
- Removal of a hazard tree from a city right-of-way

<input type="checkbox"/> New Application <input type="checkbox"/> Supplemental	Staff Only Date Received: <u>5-25-19</u> By: <u>[Signature]</u>	Permit No. <u>Tree-19-063</u>
Property Information		
Property Address: <u>2019 79th Ave NE Medina, WA 98039</u>		Check if tree is located: <input type="checkbox"/> Within 200 feet of shoreline <input type="checkbox"/> Within a critical area (Ch. 20.50/ 20.67 MMC)
Tax Parcel No. <u>2470100020</u>		
Legal Property Owner Information		



DEVELOPMENT SERVICES

Tree Performance Worksheet T-01a

501 EVERGREEN POINT ROAD MEDINA, WA 98039
PHONE: 425-233-6414/6400

Instructions: Complete and attach this form to T-01 for the following:

- The property is designated as under development pursuant to MMC 20.52.100
- The applicant is using the tree performance standards in MMC 20.52.130

File No.

☒ New
☐ Revision

STEP 1: Inventory existing tree units

Conduct an inventory of all significant trees within the boundaries of the lot.

No.	Tree	DBH	No.	Tree	DBH
1	see plan, page 3 of approved application pdf				
2					
3					
4					
5					
6					

STEP 2: Calculate Existing Tree Units

From Table 20.52.130(C): add together the number of significant trees in each range below and multiply by the corresponding value to produce Existing Tree Units.

A.	Total number of trees at least 6 inches, but less than 10 inches DBH	2	X 0.75 =	1.5	D. TOTAL EXISTING TREE UNITS (A + B + C) 42.5
B.	Total number of trees 10 inches DBH and larger	41	X 1.00 =	41	
C.	Total number of conifer trees 50 inches DBH and larger	0	X 1.25 =	0	

STEP 3: Inventory removed trees

List the significant trees that are proposed for removal. This information will be used in Step 4 and 7 (if applicable).

No.	Tree	DBH	No.	Tree	DBH
see plan, page 3 of approved application pdf					

STEP 4: Calculate Net Existing Tree Units

To calculate Net Existing Tree Units, add together the number of significant trees in each range below that are proposed for removal and multiply by the corresponding value. Then follow H and I.

E.	Total number of trees removed at least 6 inches, but less than 10 inches DBH	1	X 0.75 =	0.75	H. TOTAL TREE UNITS TO BE REMOVED (E + F + G) 32.75
F.	Total number of trees removed 10 inches DBH and larger	32	X 1.00 =	32	
G.	Total number of conifer trees 50 inches DBH and larger	0	X 1.25 =	0	I. Net Existing Tree Units (subtract H from D) 9.75

STEP 5: Calculate Required Tree Units

To calculate Required Tree Units, perform the calculations in J through M.

Lot Area (sq. ft.)		Divide J by 1,000		Tree Density Ratio (check one)		M. REQUIRED TREE UNITS (Multiply K x L) 9
J.	23087	K.	23	L.	<input checked="" type="checkbox"/> 0.35 (residential) <input type="checkbox"/> Table 20.52.130.B	

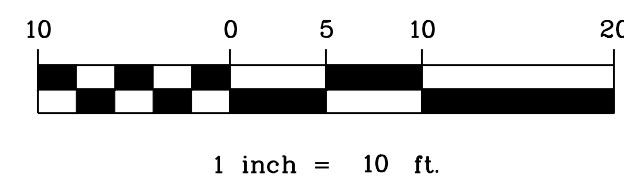
STEP 6:

Determine if Supplemental Trees are required

Subtract the Tree Units in M from the Tree Units in I.
 • If the difference is zero or a positive number - stop. No supplemental trees are required.
 • If the difference is a negative number then go to Step 7.

N.
0.75

See Page 2 for Step 7 and for additional inventory tables



**Approved Medina Tree
Activity Permit Plan**
05/07/2020 11:43:29 AM

EXST CATCH BASINS

① DRY STORM MANHOLE
RIM = 103.03'
I.E. = 98.71' { 8" CONC. N.)
I.E. = 98.41' { 8" CONC. NO. TO FAP GATE)
I.E. = 98.38' { 6" CONC. SO.)
NEED TO VERIFY IF USED

② STORM M. H.
RIM = 103.01'
I.E. = 99.16' (5"PVC W.)
I.E. = 99.01' (5"PVC N.E.)
I.E. = 98.91' (12"FLAP SO.)

③ CATCH BASIN
RIM = 102.32'
I.E. = 101.47' (5"PVC W.)

④ CATCH BASIN
RIM = 102.30'
I.E. = 101.50' (5"PVC E.)

⑤ CATCH BASIN
RIM = 103.95'
I.E. = 102.95' (6"PVC W.)

⑥ CATCH BASIN
RIM = 103.59'
I.E. = 102.79' (6"PVC E.)

1. ALL STORM DRAIN PIPING (SD) SHALL BE SMOOTH WALL MEETING CITY AND BUILDING CODE STANDARDS. ROOF DRAINS SHALL MEET MATERIAL STANDARDS FOR SDR35 FOR PVC PIPE AND N-12 FOR SMOOTH-BORE HDPE PIPE.
2. PROVIDE TV INSPECTION OF EXISTING PRIVATE SIDE SEWER BETWEEN THE RESIDENCE AND THE PUBLIC SEWER MAIN. IF THE RESULT OF THE TV INSPECTION IS NOT IN SATISFACTORY CONDITION, AS DETERMINED BY THE CITY OF MEDINA INSPECTOR, THE REPLACEMENT OF THE EXISTING SIDE SEWER IS REQUIRED.
3. PROPOSED WATER METER SIZE HAS NOT BEEN APPROVED BY THE CITY FIRE MARSHALL. THE LOCATION AND SIZE OF THE METER AND SERVICE SHALL BE AS SPECIFIED BY THE SPRINKLER DESIGNER AND COORDINATED WITH AND APPROVED BY THE CITY DEVELOPMENT ENGINEER PRIOR TO PRECONSTRUCTION MEETING.
4. FOOTING DRAIN ROUTING NOT SPECIFIED IN THESE PLANS. CONSTRUCTION SHALL MEET ALL RELEVANT CODES AND STRUCTURAL AND ARCHITECTURAL DETAILS AND SPECIFICATIONS. DO NOT DIRECTLY CONNECT FOOTING DRAINS TO STORM DRAIN PIPES. MAKE CONNECTIONS TO DRAINAGE STRUCTURES AS SPECIFIED ON THIS PLAN.
5. AREA DRAINS SHALL HAVE 4 INCH MINIMUM DIAMETER GRATES.

CUT = 3,314 C.Y.
FILL = 0 C.Y.

QUANTITIES ARE APPROXIMATE. CONTRACTOR TO
PERFORM WORK AS REQUIRED TO BRING SITE TO
FINISHED GRADES AS SHOWN.



2019 79TH AVE NE

DES: DCD

DWN: DCD/JJK

OWNER/APPLICANT:

2 of 4

REMOVAL OF THIS TREE
REQUIRES A ROW TREE
—ACTIVITY PERMIT; TREE
MUST BE RETAINED
AND PROTECTED

Excerpt from Staff report memo, April 27, 2021 Planning Commission meeting

Amending tree credit value section MMC 20.52.130(C) (increase or decrease) (NEW)

At the March Planning Commission meeting, the possibility of amending the tree credit value table (MMC 20.52.130(C)) so that larger trees (36" DBH or greater) were given a value of 1.25 was suggested (the current code has trees with a DBH of 50" or greater assigned to this value). As staff began the analysis, it quickly became apparent that assigning trees that are 36" or larger the 1.25 value did not have the impact that was assumed. In fact, it did not alter the net trees of any of the analyzed permits. Instead of raising the tree credit values, perhaps reducing them would be more appropriate. In the examples, a reduced tree credit value coupled with the .4 tree density multiplier resulted in more trees either being saved through retention or by supplemental planting.

The following is an analysis of six previously approved tree permits. Using the approved applications the examples show: what was permitted per the code; increasing the value to 1.25 for trees with a 36" DBH or greater; and reducing all of the tree credit values. For ease of reference, the baseline of what is used for each example is shown in the tables below:

Table for 1st Example (current code)

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0.75
	Greater than 10 inches	1.0
Coniferous	6 to 10 inches	0.75
	Greater than 10 inches, but less than 50 inches	1.0
	50 inches and greater	1.25

Table for 2nd Example (36" and larger 1.25)

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0.75
	Greater than 10 inches	1.0
Coniferous	6 to 10 inches	0.75
	Greater than 10 inches, but less than 36 inches	1.0
	36 inches and greater	1.25

Table for 3rd Example (reduce all values by .25)

Tree Type	Diameter Breast Height of Existing Tree	Tree Unit
Deciduous	6 to 10 inches	0.5
	Greater than 10 inches	0.75
Coniferous	6 to 10 inches	0.5
	Greater than 10 inches, but less than 36 inches	0.75
	36 inches and greater	1.0

707 Overlake Drive (TREE-20-049)

This is one of the permits that Steve Wilcox discussed in his presentation. This is a property on a steep slope critical area and is a heavily wooded site.

Lot size: 19,753

Zoning: R-16

Permitted

Total Existing Tree Units: 35.5

Total Tree Units Removed: 20.75

Net Tree Units: 14.75

Required Tree Units (.35): $6.9 = 7$

Supplemental Units Required: No

Using 1.25 tree credits for trees 36" and greater and the .4 multiplier

Total Existing Tree Units: 36

Total Tree Units Removed: 21.25 (based on updated credits)

Net Tree Units: 14.75

Required Tree Units (.4): $7.9 = 8$

Supplemental Units Required: No

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 26.25

Total Tree Units Removed: 15.5 (based on updated credits)

Net Tree Units: 10.75

Required Tree Units (.4): $7.9 = 8$

Supplemental Units Required: No

Result between tree credit values – No Difference

There was no difference in increasing the tree credit value for the two trees that were 36" on this site (both of which were approved to be removed) to 1.25. Once the trees that were to be removed were subtracted from the existing tree units, there was no difference in the net tree units between the existing code and increasing the credit value for trees larger than 36". Additionally, by reducing the number of credits the trees are worth, they would have still been able to remove the same

number of trees and have more tree credits than the minimum required. No supplemental trees would have been required under any of the examples.

Result of legacy tree removal

This project removed two 36" trees. By amending the code to include trees 36" and above, this would either have required the homeowner to amend their site plan to ensure both trees were saved (the trees were located on the outer perimeter) or would have required 36" of replacement tree caliper. If the owner did not want to amend the site plan, this would have likely resulted in the homeowner requesting to use the in-lieu of planting section of the code.

**707 Overlake Drive East
Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36" DBH and larger at 1.25	Tree Credits Reduced
Madrona	6	x	0.75	0.75	0.5
Douglas Fir	6		0.75	0.75	0.5
Madrona	6		0.75	0.75	0.5
Tree	6	x	0.75	0.75	0.5
Cedar	6	x	0.75	0.75	0.5
Cedar	6	x	0.75	0.75	0.5
Deciduous	8		0.75	0.75	0.5
Tree	8	x	0.75	0.75	0.5
Hemlock	8	x	0.75	0.75	0.5
Cedar	10		0.75	0.75	0.5
Cedar	10		0.75	0.75	0.5
Deciduous	10	x	0.75	0.75	0.5
Cedar	10	x	0.75	0.75	0.5
Cedar	10	x	0.75	0.75	0.5
Cedar	12		1	1	0.75
Cedar	12	x	1	1	0.75
Douglas Fir	12	x	1	1	0.75
Madrona	12	x	1	1	0.75
Douglas Fir	14		1	1	0.75
Douglas Fir	16	x	1	1	0.75
Cedar	18	x	1	1	0.75
Douglas Fir	22	x	1	1	0.75
Deciduous	22		1	1	0.75
Douglas Fir	24		1	1	0.75
Hemlock	24		1	1	0.75
Douglas Fir	24	x	1	1	0.75
Deciduous	26		1	1	0.75
Douglas Fir	26	x	1	1	0.75
Douglas Fir	28		1	1	0.75

Douglas Fir	30	x	1	1	0.75
Douglas Fir	30		1	1	0.75
Cedar	30		1	1	0.75
Douglas Fir	30	x	1	1	0.75
Douglas Fir	32		1	1	0.75
Douglas Fir	32		1	1	0.75
Douglas Fir	32	x	1	1	0.75
Douglas Fir	32	x	1	1	0.75
Douglas Fir	36	x	1	1.25	1
Douglas Fir	36	x	1	1.25	1
TOTAL			35.5	36	26.25

7815 NE 28th ST (TREE-20-013)

Lot size: 8,120 sq. ft.

Zoning: R-16

Permitted

Total Existing Tree Units: 12

Total Tree Units Removed: 8.25

Net Tree Units: 3.75

Required Tree Units (.35): $2.9 = 3$

Supplemental Units Required: No

Using 1.25 tree credits for trees 36" and greater and the .4 multiplier

Total Existing Tree Units: 12.25

Total Tree Units Removed: 8.5 (based on updated credits)

Net Tree Units: 3.75

Required Tree Units (.4): $3.2 = 4$

Supplemental Units Required: **Yes – 1 tree**

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 8.75

Total Tree Units Removed: 6.25 (based on updated credits)

Net Tree Units: 2.5

Required Tree Units (.4): $3.2 = 4$

Supplemental Units Required: **Yes – 2 trees**

Result between tree credit values – Reducing tree credits with the .4 multiplier resulted in more trees

The net tree unit number was unchanged for what was permitted per code and increasing the tree credit value for trees over 36" to 1.25. The .4 multiplier increased the requirement of a supplemental tree by 1 tree (or this could have been achieved by retaining another tree). Having the multiplier at .4 plus reducing the tree credit value resulted in 2 additional tree credits, which again could have been accomplished by retaining two more or by supplemental planting.

Result of legacy tree removal

This project removed one 44" tree that was located in the corner of the lot. It's possible that the site plan would have been amended so that the tree root wasn't disturbed and the tree could remain, or that the owners would not be willing to plant 22" of replacement tree caliper and so would ask to utilize the in-lieu of planting section of the code.

**7815 NE 28th
Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36" DBH and larger at 1.25	Tree Credits Reduced
Cedar	7		0.75	0.75	0.5
Douglas Fir	7		0.75	0.75	0.5
Cedar	7.2		0.75	0.75	0.5
Cedar	8		0.75	0.75	0.5
Cedar	8.5		0.75	0.75	0.5
Plum	9	x	0.75	0.75	0.5
Apple	9.5	x	0.75	0.75	0.5
Hawthorne	10	x	0.75	0.75	0.5
Plum	12.6	x	1	1	0.75
Douglas Fir	18	x	1	1	0.75
Douglas Fir	24	x	1	1	0.75
Douglas Fir	26	x	1	1	0.75
Douglas Fir	28	x	1	1	0.75
Douglas Fir	44	x	1	1.25	1
TOTAL			8.25	8.5	6.25

2000 79th Ave NE (TREE-16-013)

Lot size: 40,108 sq. ft.

Zoning: R-20

Permitted

Total Existing Tree Units: 35.5

Total Tree Units Removed: 20.5

Net Tree Units: 15

Required Tree Units (.35): 14

Supplemental Units Required: No

Using 1.25 tree credits for trees 36" and greater and the .4 multiplier

Total Existing Tree Units: 36

Total Tree Units Removed: 21 (based on updated credits)

Net Tree Units: 15

Required Tree Units (.4): 16

Supplemental Units Required: **Yes – 1 tree**

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 26.5

Total Tree Units Removed: 15.5 (based on updated credits)

Net Tree Units: 11

Required Tree Units (.4): 16

Supplemental Units Required: **Yes – 5 trees**

Result between tree credit values – Reducing tree credits with the .4 multiplier resulted in more trees

Once again, the net tree unit number was unchanged for what was permitted and increasing trees over 36" to a 1.25 tree credit. The multiplier of .4 increased the requirement of a supplemental tree by 1 tree (or this could have been achieved by retaining another tree). Having the multiplier at .4 plus the reduced tree credit value resulted in 5 additional trees, which could have been accomplished by retaining more trees or by supplemental planting.

Result of legacy tree removal

This project removed one 36" tree and one 38" tree, both of which were located well outside of the building envelope. Due to their locations, it is staff's opinion that both of these trees were removed to improve the view of the golf course. Lowering the legacy tree requirements would have possibly made the owners reconsider removing these trees, or they would have most likely requested to use the in-lieu of planting section to not have to plant 37" of replacement tree caliper.

**2000 79th Avenue NE
Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36" DBH and larger at 1.25	Tree Credits Reduced
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6		0.75	0.75	0.5
Dogwood	6		0.75	0.75	0.5
Dogwood	8	x	0.75	0.75	0.5
Dogwood	8	x	0.75	0.75	0.5
Dogwood	8		0.75	0.75	0.5
Dogwood	9		0.75	0.75	0.5
Douglas Fir	10		0.75	0.75	0.5
Cherry	12		0.75	0.75	0.5
Ash	12		0.75	0.75	0.5
Ash	14	x	0.75	0.75	0.5
Cherry	15	x	1	1	0.75

Douglas Fir	16	x	1	1	0.75
Magnolia	16		1	1	0.75
Douglas Fir	16		1	1	0.75
Birch	16		1	1	0.75
Maple	17		1	1	0.75
Cedar	18	x	1	1	0.75
Douglas Fir	18		1	1	0.75
Douglas Fir	18	x	1	1	0.75
Douglas Fir	20	x	1	1	0.75
Cherry	20	x	1	1	0.75
Douglas Fir	24		1	1	0.75
Douglas Fir	24		1	1	0.75
Douglas Fir	24		1	1	0.75
Douglas Fir	25	x	1	1	0.75
Douglas Fir	26	x	1	1	0.75
Douglas Fir	30	x	1	1	0.75
Douglas Fir	30	x	1	1	0.75
Douglas Fir	30	x	1	1	0.75
Douglas Fir	32		1	1	0.75
Douglas Fir	32	x	1	1	0.75
Douglas Fir	35	x	1	1	0.75
Hemlock	36	x	1	1	0.75
Cedar	38	x	1	1.25	1
TOTAL			35.5	36	26.25

1306 Evergreen Point Road (TREE-17-033)

Lot size: 16,364 sq. ft.

Zoning: R-16

Permitted

Total Existing Tree Units: 22.75

Total Tree Units Removed: 14.5

Net Tree Units: 8.25

Required Tree Units (.35): 5.7=6

Supplemental Units Required: No

Using 1.25 tree credits for trees 36" and greater and the .4 multiplier – *this property had no trees larger than 36"*

Total Existing Tree Units: 22.75

Total Tree Units Removed: 14.5 (no trees 36" or larger)

Net Tree Units: 8.25

Required Tree Units (.4): 6.5=7

Supplemental Units Required: No

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 16.75
 Total Tree Units Removed: 10.75 (no trees 36" or larger)
 Net Tree Units: 6
 Required Tree Units (.4): 6.5=7
 Supplemental Units Required: **Yes – 1 tree**

Result between tree credit values – Reducing tree credits with the .4 multiplier resulted in more trees

Although there were no trees that were 36" or larger on this site, the increased multiplier and reduced tree credit value did result in an additional tree.

Result of legacy tree removal

This project did not have any legacy trees.

**1306 Evergreen Point Road
Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36" DBH and larger at 1.25	Tree Credits Reduced
Dogwood	6		0.75	0.75	0.5
Dogwood	6		0.75	0.75	0.5
Dogwood	6		0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6	x	0.75	0.75	0.5
Dogwood	6		1	1	0.75
Dogwood	8	x	1	1	0.75
Dogwood	8	x	1	1	0.75
Dogwood	8	x	1	1	0.75
Dogwood	9	x	1	1	0.75
Douglas Fir	10		1	1	0.75
Cherry	12	x	1	1	0.75
Ash	12	x	1	1	0.75
Ash	14		1	1	0.75
Cherry	15	x	1	1	0.75
Douglas Fir	16	x	1	1	0.75
Magnolia	16	x	1	1	0.75
Douglas Fir	16		1	1	0.75
Birch	16	x	1	1	0.75
Maple	17	x	1	1	0.75
Cedar	18	x	1	1	0.75
Douglas Fir	18		1	1	0.75
Douglas Fir	18		1	1	0.75
Douglas Fir	20	x	1	1	0.75
TOTAL			22.75	22.75	16.75

1221 Evergreen Point Road (TREE-18-013)

Lot size: 65,556 sq. ft.

Zoning: R-30

Permitted

Total Existing Tree Units: 79.5
 Total Tree Units Removed: 29.75
 Net Tree Units: 49.75
 Required Tree Units (.35): 22.9=23
 Supplemental Units Required: No

Using 1.25 tree credits for trees 36" and greater and the .4 multiplier

Total Existing Tree Units: 79.5
 Total Tree Units Removed: 29.79 (no trees 36" or larger being removed)
 Net Tree Units: 49.75
 Required Tree Units (.4): 26.22=27
 Supplemental Units Required: No

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 59.25
 Total Tree Units Removed: 22 (no trees 36" or larger being removed)
 Net Tree Units: 37.25
 Required Tree Units (.4): 26.222=27
 Supplemental Units Required: No

Result between tree credit values – No Difference

Due to the size of the lot and the number of existing trees, there was neither a difference in having the trees that were 36" on this site (all of which were kept) have a tree credit of 1.25, nor was there any difference in reducing the tree credit values. No supplemental trees were required for any of the analyses.

Result of legacy tree removal

This project did not remove any legacy trees.

**1221 Evergreen Point Road
Tree Credit Analysis Table**

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36" DBH and larger at 1.25	Tree Credits Reduced
Cedar	6		0.75	0.75	0.5
Hazelnut	6	x	0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5

Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6		0.75	0.75	0.5
Cedar	6.5	x	0.75	0.75	0.5
Cedar	8		0.75	0.75	0.5
Cedar	8		0.75	0.75	0.5
Apple	8	x	0.75	0.75	0.5
Cedar	8	x	0.75	0.75	0.5
Cedar	8		0.75	0.75	0.5
Hazelnut	8		0.75	0.75	0.5
Hazelnut	8		0.75	0.75	0.5
Ash	8		0.75	0.75	0.5
Maple	8		0.75	0.75	0.5
Cedar	9	x	0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	9		0.75	0.75	0.5
Cedar	10		1	1	0.75
Cedar	10		1	1	0.75
Cedar	10		1	1	0.75
Douglas Fir	10		1	1	0.75
Douglas Fir	10		1	1	0.75
Douglas Fir	10		1	1	0.75
Douglas Fir	10	x	1	1	0.75
Cedar	10		1	1	0.75
Hawthorn	10	x	1	1	0.75
Douglas Fir	10	x	1	1	0.75
Douglas Fir	10	x	1	1	0.75
Cherry	10		1	1	0.75
Ash	10		1	1	0.75
Dogwood	10		1	1	0.75
Maple	10		1	1	0.75
Douglas Fir	11		1	1	0.75
Hemlock	11	x	1	1	0.75
Cedar	11		1	1	0.75
Douglas Fir	12		1	1	0.75
Cedar	12		1	1	0.75
Cedar	12		1	1	0.75
Cedar	12		1	1	0.75
Dogwood	12	x	1	1	0.75
Dogwood	12	x	1	1	0.75
Plum	12	x	1	1	0.75

Douglas Fir	12	x	1	1	0.75
Madrone	12		1	1	0.75
Madrone	12		1	1	0.75
Hawthorn	12		1	1	0.75
Cedar	13		1	1	0.75
Yew	13	x	1	1	0.75
Douglas Fir	15		1	1	0.75
Douglas Fir	15		1	1	0.75
Apple	15	x	1	1	0.75
Cedar	16	x	1	1	0.75
Cedar	16		1	1	0.75
Douglas Fir	16		1	1	0.75
Apple	16	x	1	1	0.75
Apple	16	x	1	1	0.75
Douglas Fir	16		1	1	0.75
Cedar	17	x	1	1	0.75
Douglas Fir	18		1	1	0.75
Cherry	18	x	1	1	0.75
Cedar	20		1	1	0.75
Cottonwood	20	x	1	1	0.75
Cedrus	22	x	1	1	0.75
Cypress	22	x	1	1	0.75
Douglas Fir	23		1	1	0.75
Cedar	23	x	1	1	0.75
Cedar	23	x	1	1	0.75
Cedar	26	x	1	1	0.75
Cedar	27	x	1	1	0.75
Cedar	27	x	1	1	0.75
Cedar	35	x	1	1	0.75
Cedar	35	x	1	1	0.75
Douglas Fir	36		1	1.25	1
Maple	36		1	1.25	1
Cottonwood	36		1	1.25	1
Cottonwood	36		1	1.25	1
Cottonwood	38		1	1.25	1
TOTAL			79.5	80.75	59.25

2626 78th Avenue NE (TREE-20-008)

Lot size: 8,120 sq. ft.

Zoning: R-16

Permitted

Total Existing Tree Units: 10

Total Tree Units Removed: 7

Net Tree Units: 3

Required Tree Units (.35): 3
 Supplemental Units Required: No

Using 1.25 tree credits for trees 36” and greater and the .4 multiplier

Total Existing Tree Units: 10.5
 Total Tree Units Removed: 7.5
 Net Tree Units: 3
 Required Tree Units (.4): 3.2=4
 Supplemental Units Required: **Yes – 1 tree**

Reducing tree credits and the .4 multiplier

Total Existing Tree Units: 8
 Total Tree Units Removed: 5.75
 Net Tree Units: 2.25
 Required Tree Units (.4): 3.2=4
 Supplemental Units Required: **Yes – 2 trees**

Result between tree credit values – Reducing tree credits with the .4 multiplier resulted in more trees

Again, assigning trees 36” or larger a tree credit of 1.25 did not result in much of a difference. However, the increased multiplier along with a reduction in tree credit value resulted in two additional trees, which could have been satisfied by either retaining two more trees or supplemental plantings.

Result of legacy tree removal

This project removed one 38” tree and one 39” tree. The 39” tree was located in the front of the property and the 38” was located in the rear building envelope. It’s possible that the 39” tree would have been saved but the 38” would have only been saved with a redesign of the house and possibly some sort of variance for setbacks. If the owner elected to have both trees removed, a small lot (8,120 sq. ft.) could not reasonably support 38.5” of replacement tree caliper and so they would have had to request the in-lieu of planting section.

2626 78th Ave NE
Tree Credit Analysis Table

Description	Tree Diameter	Proposed Removal	Tree Credits Per Existing Code	Tree Credits w/ 36” DBH and larger at 1.25	Tree Credits Reduced
Cedar	10		1	1	0.75
Douglas Fir	15		1	1	0.75
Douglas Fir	16	x	1	1	0.75
Douglas Fir	17		1	1	0.75
Douglas Fir	17	x	1	1	0.75
Douglas Fir	26	x	1	1	0.75
Douglas Fir	29	x	1	1	0.75

Douglas Fir	33	x	1	1	0.75
Douglas Fir	38	x	1	1.25	1
Douglas Fir	39	x	1	1.25	1
TOTAL			10	10.5	8

Conclusions for reducing legacy trees to 36” or greater

Throughout the analysis of tree permits this year, it has been fairly evident that if a property is heavily wooded the homeowner can cut down a large number of trees; no slight modification or tweaking of numbers is going to change that. This is evidenced by the analysis of 707 Overlake Drive and 1221 Evergreen Point Road, both of which were heavily wooded and both of which were able to remove a large number of trees as a result. It is staff’s opinion that putting in place priorities for areas of retention should help curb the clear-cut complaints that are received. However, if after five or so more years this does not create the intended result, then the city should perhaps consider either varying tree retention requirements based on lot size or existing on-site canopy.

In analyzing six approved tree permits, raising the credit for trees that are 36” or larger to 1.25 credits did not seem to have the impact that was hypothesized at the March meeting. Permits where larger trees had been removed would not have been hindered by this additional .25 tree credit value. It’s possible that a change like that might encourage someone to save one or two additional trees, but ultimately the impact would be minimal. On average, increasing the tree density multiplier from .35 to .4 (which was voted unanimously to recommend in March) will have the result of requiring an additional tree. Reducing the tree credit values by .25 seems to result in more trees either being saved or requiring supplemental plantings more often.

Reducing the DBH of what qualifies as a legacy would require those trees to follow the legacy tree protection measures (MMC 20.52.120) which includes the replacement section. Large lots would be able to accommodate at least some of the replanting that is required more often than small lots.



DEVELOPMENT
SERVICES

501 EVERGREEN POINT ROAD MEDINA, WA 98039
PHONE: 425-233-6414/6400

Attachment F E
**Administrative
Tree Activity
Permit**

AGENDA ITEM 7.2

T-01

Complete this form for the following:

- The property is designated as under development regardless of whether a tree is removed (MMC 20.52.100)
- Removal of any significant tree on private property having a 6-inch DBH and larger size, but less than 50 inches DBH
- Removal of any non-significant tree on private property within 200 feet of the shoreline having a 6-inch DBH and larger size
- Removal of a hazard tree from a city right-of-way

<input checked="" type="checkbox"/> New Application	Staff	Date Received:	By:	Permit No.
<input type="checkbox"/> Supplemental	Only			TREE20-049
Property Information				
Property Address: 707 Overlake Dr East Medina WA 98039			Check if tree is located:	
Tax Parcel No. 3835501951			<input type="checkbox"/> Within 200 feet of shoreline	
			<input type="checkbox"/> Within a critical area (Ch. 20.50/ 20.67 MMC)	

Legal Property Owner Information

City Use Only

Application Fee:	<input type="checkbox"/> Check if issued same day as submittal	Planning Approval:	/	/
Tech Fee:		Tree Approval:	/	/
Advanced Deposit:		Final Inspection:	/	/

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DEVELOPMENT
SERVICES

501 EVERGREEN POINT ROAD MEDINA, WA 98039
PHONE: 425-233-6414/6400

Tree Performance Worksheet T-01a

Instructions: Complete and attach this form to T-01 for the following:

- The property is designated as under development pursuant to MMC 20.52.100
- The applicant is using the tree performance standards in MMC 20.52.130

File No.

☒ New
☐ Revision

STEP 1: Inventory existing tree units

Conduct an inventory of all significant trees within the boundaries of the lot.

No.	Tree	DBH	No.	Tree	DBH
1	See attached tree list		7		
2			8		
3			9		
4			10		
5			11		
6			12		

STEP 2: Calculate Existing Tree Units

From Table 20.52.130(C): add together the number of significant trees in each range below and multiply by the corresponding value to produce Existing Tree Units.

A.	Total number of trees at least 6 inches, but less than 10 inches DBH	9	X 0.75 =	6.75	D. TOTAL EXISTING TREE UNITS (A + B + C)
B.	Total number of trees 10 inches DBH and larger	2930	X 1.00 =	30	
C.	Total number of conifer trees 50 inches DBH and larger	0	X 1.25 =	0	

STEP 3: Inventory removed trees

List the significant trees that are proposed for removal. This information will be used in Step 4 and 7 (if applicable).

No.	Tree	DBH	No.	Tree	DBH
	See attached tree list				

STEP 4: Calculate Net Existing Tree Units

To calculate Net Existing Tree Units, add together the number of significant trees in each range below that are proposed for removal and multiply by the corresponding value. Then follow H and I.

E.	Total number of trees removed at least 6 inches, but less than 10 inches DBH	6	X 0.75 =	4.5	H. TOTAL TREE UNITS TO BE REMOVED (E + F + G)	21.5
F.	Total number of trees removed 10 inches DBH and larger	17	X 1.00 =	17		
G.	Total number of conifer trees 50 inches DBH and larger	0	X 1.25 =	0	I. Net Existing Tree Units (subtract H from D)	15.25

STEP 5: Calculate Required Tree Units

To calculate Required Tree Units, perform the calculations in J through M.

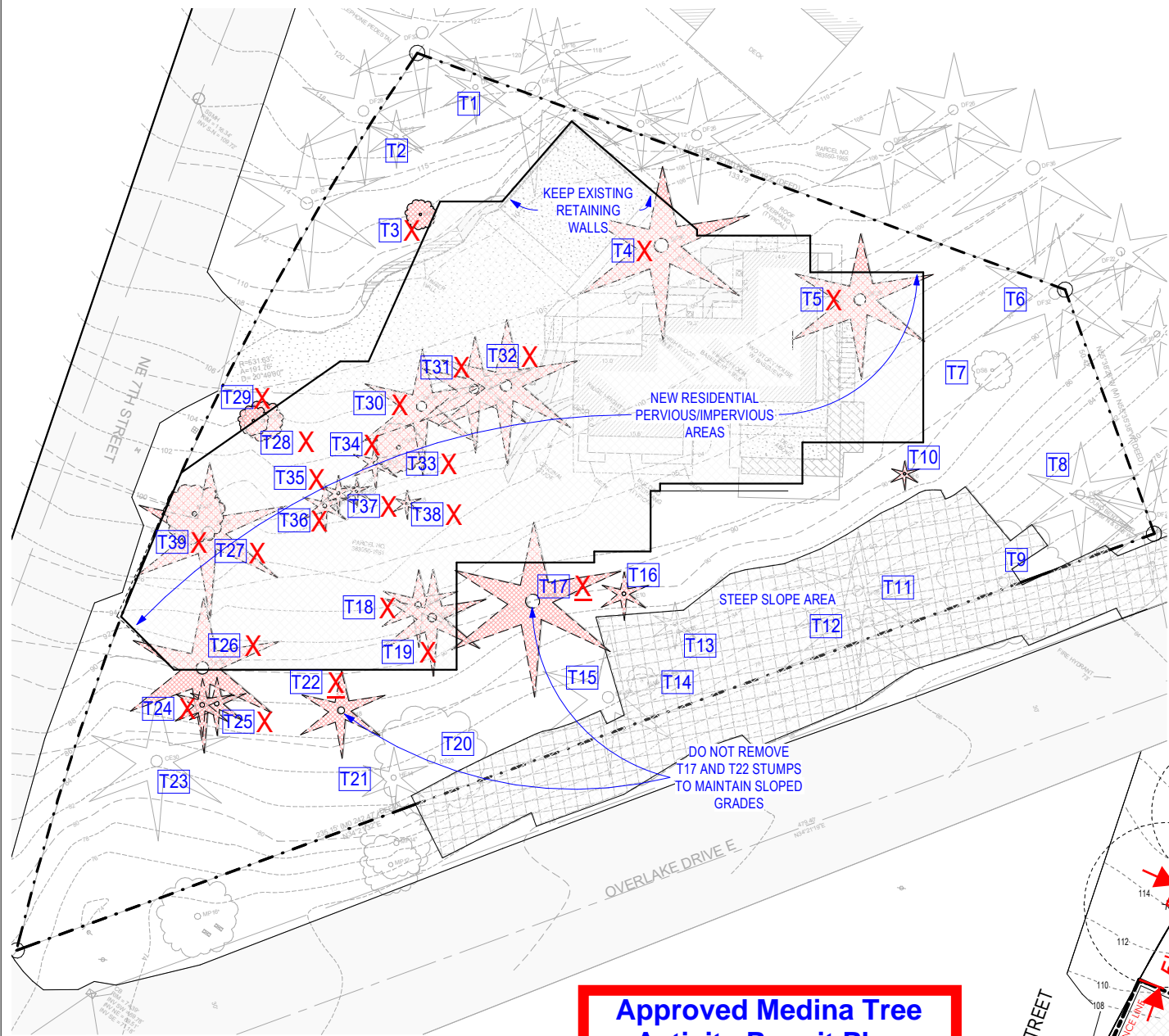
Lot Area (sq. ft.)		Divide J by 1,000		Tree Density Ratio (check one)		M. REQUIRED TREE UNITS (Multiply K x L)	7 (round up)
J.	19,753	K.	19.7	L.	<input checked="" type="checkbox"/> 0.35 (residential) <input type="checkbox"/> Table 20.52.130.B		

STEP 6: Determine if Supplemental Trees are required

Subtract the Tree Units in M from the Tree Units in I.
 • If the difference is zero or a positive number - stop. No supplemental trees are required.
 • If the difference is a negative number then go to Step 7.

N.
8.25

See Page 2 for Step 7 and for additional inventory tables



Tree Tag #	Site Survey ID	Description	Tree Dia. (10"-49")	Tree Dia. (6"-9")	Proposed Cut
T1	DF14	Douglas Fir	14		
T2	CE12	Cedar	12		
T3	MA6	Madrona		6	X
T4	DF36	Douglas Fir	36		X
T5	DF30	Douglas Fir	30		X
T6	DF32	Douglas Fir	32		
T7	DS8	Deciduous		8	
T8	DF24	Douglas Fir	24		
T9	DS26	Deciduous	26		
T10	DF6	Douglas Fir		6	
T11	DF28	Douglas Fir	28		
T12	DF32	Douglas Fir	32		
T13	CE10	Cedar	10		
T14	MA6	Madrona		6	
T15	DF30	Douglas Fir	30		
T16	CE10	Cedar	10		
T17	DF36	Douglas Fir	36		X
T18	DF16	Douglas Fir	16		X
T19	DF22	Douglas Fir	22		X
T20	DS22	Deciduous	22		
T21	HE14	Hemlock	24		
T22	CE18	Cedar	18		X
T23	CE30	Cedar	30		
T24	CE12	Cedar	12		X
T25	DF12	Douglas Fir	12		X
T26	DF32	Douglas Fir	32		X
T27	DF32	Douglas Fir	32		X
T28	CH6	Tree		6	X
T29	CH8	Tree		8	X
T30	DF26	Douglas Fir	26		X
T31	DF24	Douglas Fir	24		X
T32	DF30	Douglas Fir	30		X
T33	DS10	Deciduous	10		X
T34	CE10	Cedar	10		X
T35	HE8	Hemlock		8	X
T36	CE10	Cedar	10		X
T37	CE6	Cedar		6	X
T38	CE6	Cedar		6	X
T39	MA12	Madrona	12		X

Inventory - Existing Trees	Multiplier	Tree Units
6"-8"	9	0.75
10"-50"	30	1
Total:	39	36.75

Proposed Removal	Multiplier	Tree Units
6"-8"	6	0.75
10"-50"	17	1
Total:	23	21.5

Total Existing Tree Units	36.75
Total Tree Units to be Removed	21.5
Net Tree Units	15.25
Required Tree Units (19,753 s.f./1000 * .35)	6.9125
Supplemental Units Required	-8.3375

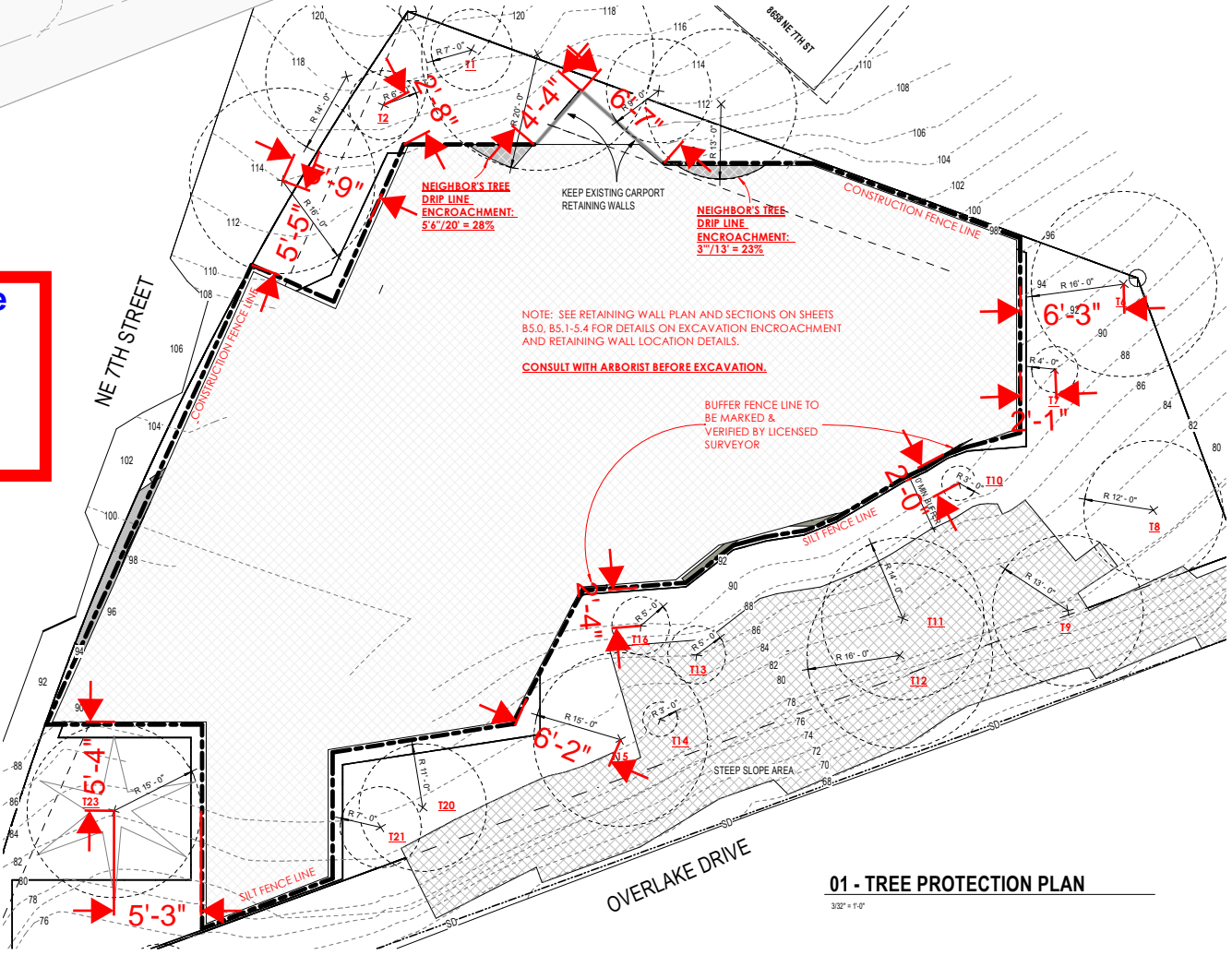
01 - EXISTING SITE - TREES ID

TREE PROTECTION MEASURES

THE FOLLOWING GUIDELINES ARE REQUIRED TO ENSURE THAT THE DESIGNATED SPACE SET ASIDE FOR THE PRESERVED TREES, AND THESE TREES ARE PROTECTED AND CONSTRUCTION IMPACTS ARE KEPT TO A MINIMUM. COMPLY TO STANDARDS SET FORTH UNDER BMP T101.

- ALL RETAINED TREES WILL HAVE A "TREE PROTECTION ZONE" OR TPZ OF 1 FOOT PER DIAMETER INCH AROUND THE DRIPLINE OF THE REMAINING TRESS.
- TREE PROTECTION FENCING SHALL BE ERECTED PER THE PLAN ON THIS SHEET PRIOR TO MOVING ANY HEAVY EQUIPMENT ON SITE. DOING THIS WILL SET CLEARING LIMITS AND AVOID COMPACTION OF SOILS WITHIN ROOT ZONES OF RETAINED TREES.
- EXCAVATION LIMITS SHOULD BE LAID OUT IN PAINT ON THE GROUND TO AVOID OVER EXCAVATING.
- EXCAVATIONS WITHIN THE DRIPLINES OF RETAINED TREES SHALL BE MONITORED BY A QUALIFIED TREE PROFESSIONAL SO NECESSARY PRECAUTIONS CAN BE TAKEN TO DECREASE IMPACTS TO TREE PARTS. A QUALIFIED TREE PROFESSIONAL SHALL MONITOR EXCAVATIONS WHEN WORK IS AUTHORIZED IN THE CRITICAL ROOT ZONE.
- TO ESTABLISH SUB GRADE FOR FOUNDATION, CURBS AND PAVEMENT SECTIONS NEAR THE TREES, SOIL SHOULD BE REMOVED AWAY FROM THE ROOT SYSTEM AND NOT AT 90 DEGREE ANGLES TO AVOID BREAKING AND TEARING ROOTS THAT LEAD BACK TO THE TRUNK. ANY ROOTS DAMAGED DURING THESE EXCAVATIONS SHOULD BE EXPOSED TO SOUND TISSUE AND CUT CLEANLY WITH A SAW. CUTTING TOOLS SHOULD BE STERILIZED WITH ALCOHOL.
- AREAS EXCAVATED WITHIN THE DRIPLINE OF RETAINED TREES SHOULD BE THOROUGHLY IRRIGATED WEEKLY DURING DRY PERIODS.
- PREPARATIONS FOR FINAL LANDSCAPING SHALL BE ACCOMPLISHED BY HAND WITHIN THE DRIPLINES OF RETAINED TREES. LARGE EQUIPMENT SHALL BE KEPT OUTSIDE OF THE TREE PROTECTED ZONES.
- REMOVE IVY GROUND COVERS PRIOR TO CONSTRUCTION PROJECT COMPLETION.
- COVER EXPOSED GROUND WITH WOOD CHIPS TO RETAIN GROUND MOISTURE.
- RE-PLANT REMOVED HEALTHY TREES AS FEASIBLE

Approved Medina Tree
Activity Permit Plan
12/18/2020
Tom Early
Medina Tree Consultant



01 - TREE PROTECTION PLAN

CruzAD
CRUZ ARCHITECTURE+DESIGN
T: 971.888.4777
MARK@CruzAD.COM

20105468
REGISTERED ARCHITECT
MARK CRUZ
STATE OF WASHINGTON

PHAM RESIDENCE
707 OVERLAKE DRIVE EAST
MEDINA, WA, 98039

No.	Description	Date

Sheet Title:

TREE MANAGEMENT PLAN

Project Number	A110
Date	07/07/2020
Drawn By	Author
Checked By	Checker

B3.0

Scale 3/32" = 1'-0"

10/20/2020 3:18:04 PM



CITY OF MEDINA
DEVELOPMENT SERVICES
 425-233-6414
 425-233-6400

Administrative Tree Activity Permit

T-01

Instructions: Complete this form for the following:

- The property is designated as under development (MMC 20.52.100)
- Removal of any significant tree on private property having a 6-inch DBH and larger size that is not a legacy tree
- Removal of any non-significant tree on private property within 200 feet of the shoreline having a 6-inch DBH and larger size that is not a legacy tree
- Removal of a hazard tree from the city right-of-way

<input type="checkbox"/> New Application	Staff	Date Received:	By:	Permit No. Tree 20-013
<input checked="" type="checkbox"/> Supplemental	Only			
Property Information				
Property Address: 7815 NE 28th St Medina			Check if tree is:	
Tax Parcel No. 3262300903			<input type="checkbox"/> Within 200 feet of shoreline <input type="checkbox"/> Within a critical area (MMC 20.50)	

Spot 2019 LLC

Dmitriy@Americanclassichomes.com

9675 SE 36th ST #105

Mercer Island

WA 98040 206-588-1147 x114

Dmitriy Mayzlin

Dmitriy@Americanclassichomes.com

9675 SE 36th ST #105

Mercer Island

WA 98040

206-588-1147 x114

Same

Same

Dmitriy Mayzlin

8/28/20

Tech Fee:	Date paid:	Tree Consultant Review: <i>Tom Early</i> 9/16/2020
Advanced Deposit:	<input type="checkbox"/> Check if issued same day as submittal	Final Inspection: / /



CITY OF MEDINA
DEVELOPMENT SERVICES
 425-233-6414
 425-233-6400

Tree Performance Worksheet

T-01a

Attachment F E

Instructions: Complete and attach this form to T-01 for the following:

- The property is designated as under development pursuant to MMC 20.52.100
- The applicant is using the tree performance standards in MMC 20.52.130

File No.

☐ **New**
☐ **Revision**

STEP 1:		Inventory existing tree units		Conduct an inventory of all significant trees within the boundaries of the lot.			
No.	Tree		DBH	No.	Tree		DBH
1	Douglas-fir		18	7	Apple		9.5
2	Douglas-fir		44	8	Douglas-fir		7
3	Western redcedar		7	9	plum (8+9+4)		12.6
4	Western redcedar (6+4)		7.2	10	Plum		9
5	western redcedar		8	11	douglas-fir		28
6	western redcedar		8.5	12	douglas-fir		26
STEP 2:		Calculate Existing Tree Units		From Table 20.52.130(C): add together the number of significant trees in each range below and multiply by the corresponding value to produce Existing Tree Units.			
A.	Total number of trees at least 6 inches, but less than 10 inches DBH		7	X 0.75 =	5.25	D. TOTAL EXISTING TREE UNITS (A + B + C) 12.25	
B.	Total number of trees 10 inches DBH and larger		7	X 1.00 =	7		
C.	Total number of conifer trees 50 inches DBH and larger		0	X 1.25 =	0		
STEP 3:		Inventory removed trees		List the significant trees that are proposed for removal. This information will be used in Step 4 and 7 (if applicable).			
No.	Tree		DBH	No.	Tree		DBH
1	douglas fir		18	11	douglas fir		28
2	douglas fir		44	12	douglas fir		26
9	plum		12.6	13	douglas fir		24
10	plum		9	14	hawthorne		10
STEP 4:		Calculate Net Existing Tree Units		To calculate Net Existing Tree Units, add together the number of significant trees in each range below that are proposed for removal and multiply by the corresponding value. Then follow H and I.			
E.	Total number of trees removed at least 6 inches, but less than 10 inches DBH		3	X 0.75 =	2.25	H. TOTAL TREE UNITS TO BE REMOVED (E + F + G) 9.25	
F.	Total number of trees removed 10 inches DBH and larger		7	X 1.00 =	7		
G.	Total number of conifer trees 50 inches DBH and larger		0	X 1.25 =	0	I. Net Existing Tree Units (subtract H from D) 3	
STEP 5:		Calculate Required Tree Units		To calculate Required Tree Units, perform the calculations in J through M.			
Lot Area (sq. ft.)		Divide J by 1,000		Tree Density Ratio (check one)		M. REQUIRED TREE UNITS (Multiply K x L)	
J.	8120	K.	8.210	L.	<input checked="" type="checkbox"/> 0.35 (residential) <input type="checkbox"/> Table 20.52.130.B		
STEP 6:		Determine if Supplemental Trees are required		Subtract the Tree Units in M from the Tree Units in I. • If the difference is zero or a positive number - stop. No supplemental trees are required. • If the difference is a negative number then go to Step 7.			
				N. 0			

See Page 2 for Step 7 and for additional inventory tables



CITY OF MEDINA
DEVELOPMENT SERVICES
 425-233-6414
 425-233-6400

Administrative Tree Activity Permit

T-01

Instructions: Complete this form for the following:

- The property is designated as under development (MMC 20.52.100)
- Removal of any significant tree on private property having a 6-inch DBH and larger size that is not a legacy tree
- Removal of any non-significant tree on private property within 200 feet of the shoreline having a 6-inch DBH and larger size that is not a legacy tree
- Removal of a hazard tree from the city right-of-way

<input checked="" type="checkbox"/> New Application <input type="checkbox"/> Supplemental	Staff Only Date Received: 8/28/17 By: [Signature]	Permit No. Tree-17-033
Property Information		
Property Address: 1306 Evergreen Point Road		Check if tree is: <input type="checkbox"/> Within 200 feet of shoreline <input type="checkbox"/> Within a critical area (Ch. 18.12 MMC)
Tax Parcel No. 3025300128		
Legal Property Owner Information		



CITY OF MEDINA
DEVELOPMENT SERVICES
 425-233-6414
 425-233-6400

Tree Performance Worksheet

T-01a

Instructions: Complete and attach this form to T-01 for the following:

- The property is designated as under development pursuant to MMC 20.52.100
- The applicant is using the tree performance standards in MMC 20.52.130

File No.

☐ New
☐ Revision

STEP 1: Inventory existing tree units

Conduct an inventory of all significant trees within the boundaries of the lot.

No.	Tree	DBH	No.	Tree	DBH
1	See Attached List		7		
2			8		
3			9		
4			10		
5			11		
6			12		

STEP 2: Calculate Existing Tree Units

From Table 20.52.130(C): add together the number of significant trees in each range below and multiply by the corresponding value to produce Existing Tree Units.

A.	Total number of trees at least 6 inches, but less than 10 inches DBH	4	X 0.75 =	3	D. TOTAL EXISTING TREE UNITS (A + B + C) 20
B.	Total number of trees 10 inches DBH and larger	17	X 1.00 =	17	
C.	Total number of conifer trees 50 inches DBH and larger	0	X 1.25 =	0	

STEP 3: Inventory removed trees

List the significant trees that are proposed for removal. This information will be used in Step 4 and 7 (if applicable).

No.	Tree	DBH	No.	Tree	DBH
	See Attached Sheet				

STEP 4: Calculate Net Existing Tree Units

To calculate Net Existing Tree Units, add together the number of significant trees in each range below that are proposed for removal and multiply by the corresponding value. Then follow H and I.

E.	Total number of trees removed at least 6 inches, but less than 10 inches DBH	1	X 0.75 =	.75	H. TOTAL TREE UNITS TO BE REMOVED (E + F + G)	11.75
F.	Total number of trees removed 10 inches DBH and larger	11	X 1.00 =	11		
G.	Total number of conifer trees 50 inches DBH and larger	0	X 1.25 =	0	I. Net Existing Tree Units (subtract H from D)	8.25

STEP 5: Calculate Required Tree Units

To calculate Required Tree Units, perform the calculations in J through M.

Lot Area (sq. ft.)		Divide J by 1,000		Tree Density Ratio (check one)		M. REQUIRED TREE UNITS (Multiply K x L)	(round up) 6
J.	16,364	K.	16.36	L.	<input checked="" type="checkbox"/> 0.35 (residential) <input type="checkbox"/> Table 20.52.130.B		

STEP 6: Determine if Supplemental Trees are required

Subtract the Tree Units in M from the Tree Units in I.

- If the difference is zero or a positive number - stop. No supplemental trees are required.
- If the difference is a negative number then go to Step 7.

N.
2.25

See Page 2 for Step 7 and for additional inventory tables

Rev July 31, 2015

Tree Retention Table - 1306 Evergreen Point Drive

Tree	Species	DBH (Inches)	Retain	Remove
1	Fir	16	16	
2	Fir	14		14
3	Fir	11	11	
4	Dec	13		13
5	Fir	14		14
6	Fir	Foundation		13
7	Fir	Foundation		17
8	Fir	10		10
9	Fir	9		9
10	Fir	12		12
11	Dec	12		12
12	Cedar	12		12
13	Pine	17		17
14	Pine	16		16
15	Apple	Foundation		11
16	Maple	24		24
17	Pine	19	19	
18	Pine	21	21	
19	Pine	12	12	
20	Pine	13	13	
21	Spruce	8	8	
22	Fir	9	9	
23	Fir	9	9	
24	Maple	15		15
		286	118	209
			41%	

50 Percent 143

40 Percent 114

35 Percent 100

25 Percent 72

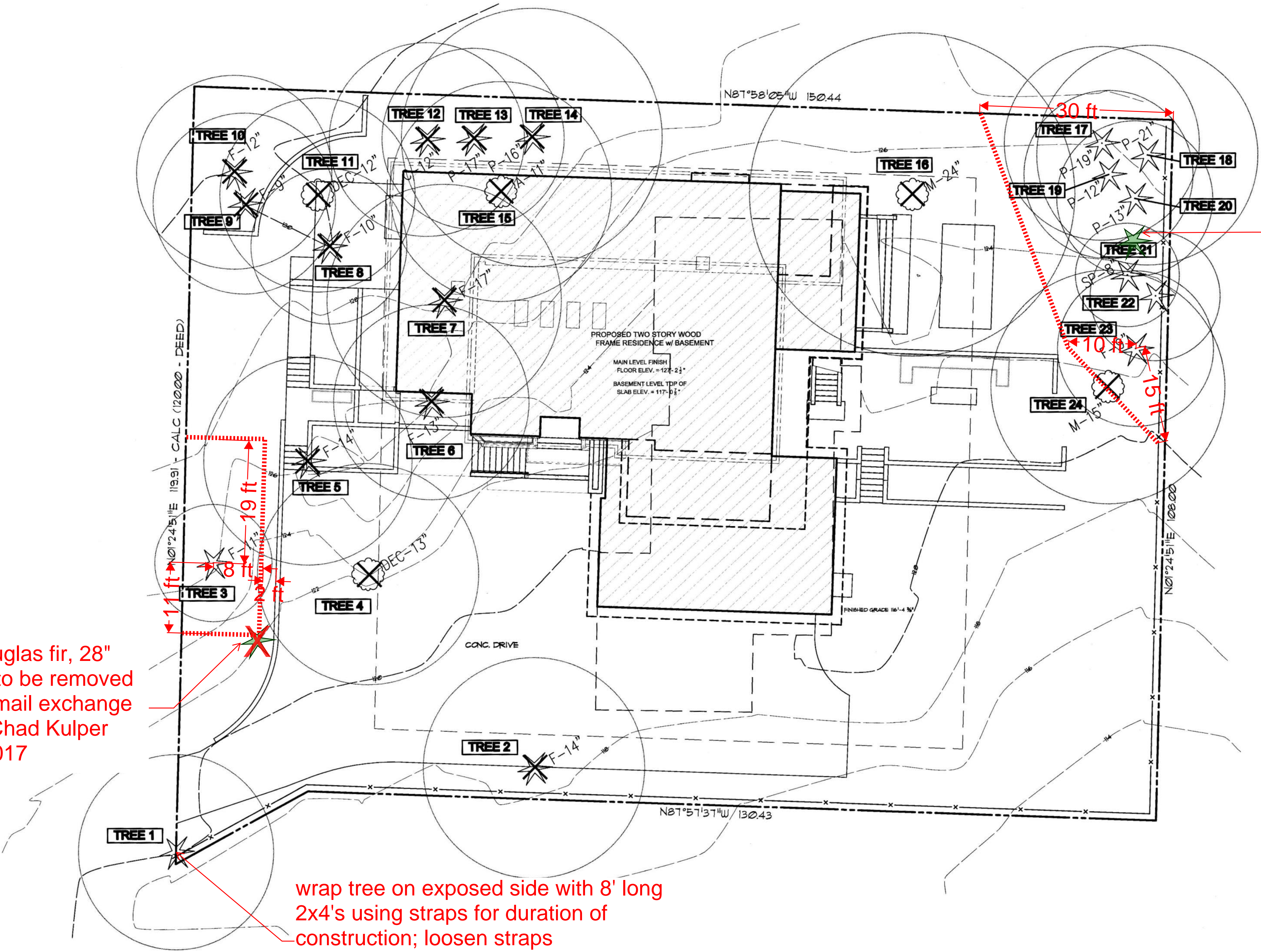
TREE RETENTION TABLE				
TREE	SPECIES	DBH (INCHES)	RETAIN	REMOVE
1	FIR	16"	16	
2	FIR	14"		14
3	FIR	11"	11	
4	DEC.	13"		13
5	FIR	14"		14
6	FIR	0"		13
7	FIR	0"		17
8	FIR	10"		10
9	FIR	9"		9
10	FIR	12"		12
11	DEC.	12"		12
12	CEDAR	12"		12
13	PINE	17"		17
14	PINE	16"		16
15	APPLE	0"		11
16	MAPLE	24"		24
17	PINE	19"	19	
18	PINE	21"	21	
19	PINE	12"	12	
20	PINE	13"	13	
21	SPRUCE	8"	8	
22	FIR	9"	9	
23	FIR	9"	9	
24	MAPLE	15"		15
TOTAL		0.00'	286"	209

TOTAL TREE RETENTION : 41%

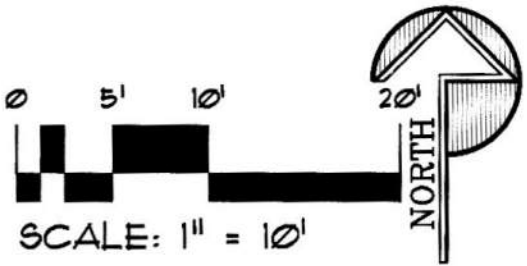
A Douglas fir, 28" DBH to be removed per email exchange with Chad Kulper 9/5/2017

wrap tree on exposed side with 8' long 2x4's using straps for duration of construction; loosen straps approximately 1/2 inch each year in March to accommodate trunk growth

a 7.8" DBH Atlas cedar, considered tree #21.a



TREE RETENTION PLAN



AGENDA ITEM 7.2

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John Buchan Homes

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JOHN F. BUCHAN
H O M E S

282 S. Fortuna Way, Bellingham, WA 98204, Telephone: (360) 867-7266
No. 1730/8013 John F. Buchan Construction Incorporated

Project Data:

Wood Frame Single Family Residence
New Residence for Glenn Xin

Tree Retention Plan

Revision	Date

Project:

Client: **New Custom**

Issue: **Qtr 1 2017**

Design by: **t.daigle**

Drawn by: **ted**

Engineer of Record: **tbd**

Sheet

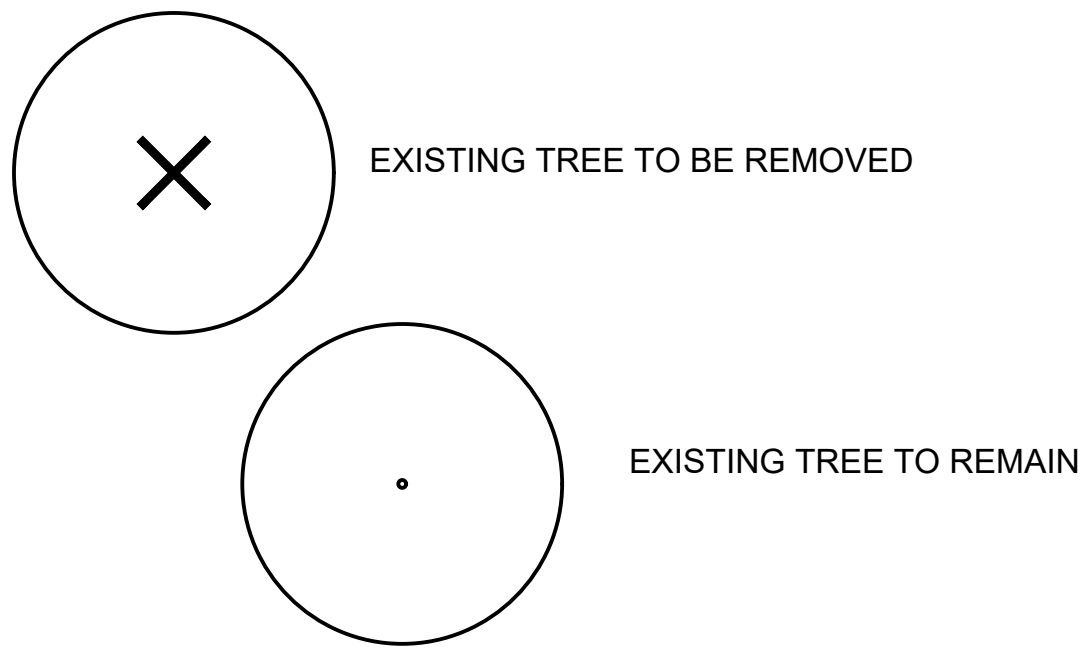
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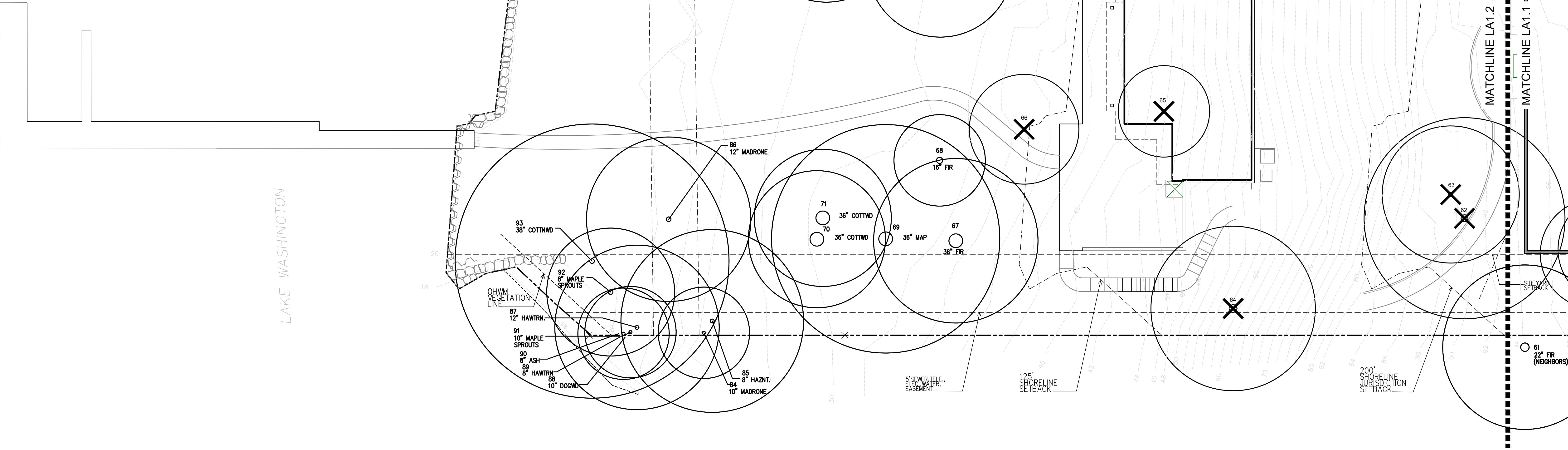
Example 4

TREE REMOVAL SCHEDULE



NOTES:

1. TREE LOCATIONS BASED ON THE TOPOGRAPHIC SURVEY, TERRANE, DATED 07/27/16.
2. TREE NUMBERS BASED ON ARBORIST REPORT & MAP, ROBERT W. WILLIAMS & ASSOCIATES CONSULTING ARBORISTS DATED 5/22/17.



TREE MANAGEMENT INFORMATION

LOT COVERAGE = 65,556 SF
65,556 SF / 1,000 = 65.56
65.56 x .35 (TREE DENSITY RATIO) = 22.95 REQUIRED TREE UNITS = 23

EXISTING TREE INVENTORY (NUMBER CORRESPONDS TO ARBORIST REPORT TAG #)				
NO.	SPECIES	DBH	TREE UNIT RETAIN	TREE UNIT REMOVE
1	CEDAR	16"		1.00
2	CEDAR	6.5"		0.75
3	CEDAR	16"	1.00	
4	CEDAR	10"	0.75	
5	CEDAR	10"	0.75	
6	CEDAR	10"	0.75	
7	FIR	12"	1.00	
8	FIR	16"	1.00	
9	FIR	18"	1.00	
10	FIR	10"	0.75	
11	FIR	10"	0.75	
12	FIR	10"	0.75	
13	FIR	11"	1.00	
14	FIR	15"	1.00	
15	FIR	15"	1.00	
16	CEDAR	9"		0.75
17	HEMLOCK	11"		1.00
18	FIR	10"		0.75
19	APPLE	15"		1.00
20	FIR (NEIGHBOR)	16"		
21	FIR (NEIGHBOR)	18"		
22	FIR	23"	1.00	
23	CEDAR	9"	0.75	
24	CEDAR	9"	0.75	
25	CEDAR	12"	1.00	
26	CEDAR	12"	1.00	
27	CEDAR	9"	0.75	
28	CEDAR	6"	0.75	
29	CEDAR	9"	0.75	
30	CEDAR	12"	1.00	
31	CEDAR	13"	1.00	
32	CEDAR	11"	1.00	
33	CEDAR	10"	0.75	
34	CEDAR	9"	0.75	
35	CEDAR	20"	1.00	
36	CEDAR	8"	0.75	
37	CEDAR	8"	0.75	
38	YEW	13"		1.00
39	APPLE	16"		1.00

40	CEDAR	35"		1.00
41	CEDAR	23"		1.00
42	DOGWOOD	12"		1.00
43	CEDAR	27"		1.00
44	CEDAR	17"		1.00
45	APPLE	16"		1.00
46	CEDAR	35"		1.00
47	CEDAR	23"		1.00
48	DOGWOOD	12"		1.00
49	CEDAR	27"		1.00
52	HAZELNUT	2x 6"		0.75
53	APPLE	8"		0.75
54	PLUM	12"		1.00
55/56	CEDAR X 2	26"		1.00
57	CEDRUS	22"		1.00
58	CYPRESS	22"		1.00
59	CEDAR	8"		0.75
60	FIR	12"		1.00
61	FIR (NEIGHBOR)	22"		1.00
62	CHERRY	18"		1.00
63	HAWTHORN	10"		0.75
64	COTTONWOOD	20"		1.00
65	FIR	10"		0.75
66	FIR	10"		0.75
67	FIR	36"	1.00	
68	FIR	16"	1.00	
69	MAPLE	36"	1.00	
70	COTTONWOOD	36"	1.00	
71	COTTONWOOD	36"	1.00	
72/73	CHERRY X 2	10"	0.75	
74	CEDAR	6"	0.75	
75	CEDAR	6"	0.75	
76	CEDAR	9"	0.75	
77	MOUNTAIN ASH	10"	0.75	
78	CEDAR	8"	0.75	
79	CEDAR	6"	0.75	
80	CEDAR	6"	0.75	
81	CEDAR	6"	0.75	
82	CEDAR	6"	0.75	
83	CEDAR	6"	0.75	
84	MADRONE	12"	1.00	
85	HAZELNUT	8"	0.75	

86	MADRONE	12"	1.00
87	HAWTHORN	12"	1.00
88	DOGWOOD	10"	0.75
89	HAZELNUT	8"	0.75
90	ASH	8"	0.75
91	MAPLE SPROUTS	10"	0.75
92	MAPLE SPROUTS	8"	0.75
93	COTTONWOOD	38"	1.00

75.75 = TOTAL EXISTING TREE UNITS
47.0 = TOTAL TREE UNITS TO REMAIN
28.75 = TOTAL TREE UNITS TO BE REMOVED
75.75 - 28.75 = 47.0
23 (REQUIRED TREE UNITS) - 47.0 = -24.0
0 SUPPLEMENTAL TREES REQUIRED

PROPOSED TREE REMOVAL IN 125' SHORELINE SETBACK

TREE NUMBERS BASED ON THE ARBORIST'S REPORT & MAP, ROBERT W. WILLIAMS & ASSOCIATES CONSULTING ARBORISTS DATED 5/22/17.

NO.	SPECIES	DBH
66	FIR	10"

PROPOSED TREE REPLACEMENT IN 125' SHORELINE SETBACK

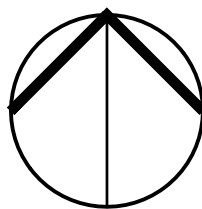
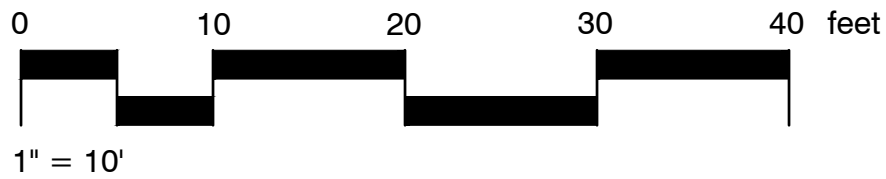
QTY.	BOTANNICAL/Common Name	SIZE/SPACING
1	TSUGA MERTENSIANA MOUNTAIN HEMLOCK	6' HT. MIN.
2	SALIX LASIANDRA PACIFIC WILLOW	6' HT. MIN.

TREES REQUIRED = 1
TREES PROVIDED = 3
EVERGREEN TREES REMOVED = 1
DECIDUOUS TREES REMOVED = 0
240 SF OF NATIVE RIPARIAN VEGETATION REQUIRED
+ 350 SF OF NATIVE RIPARIAN VEGETATION PROVIDED

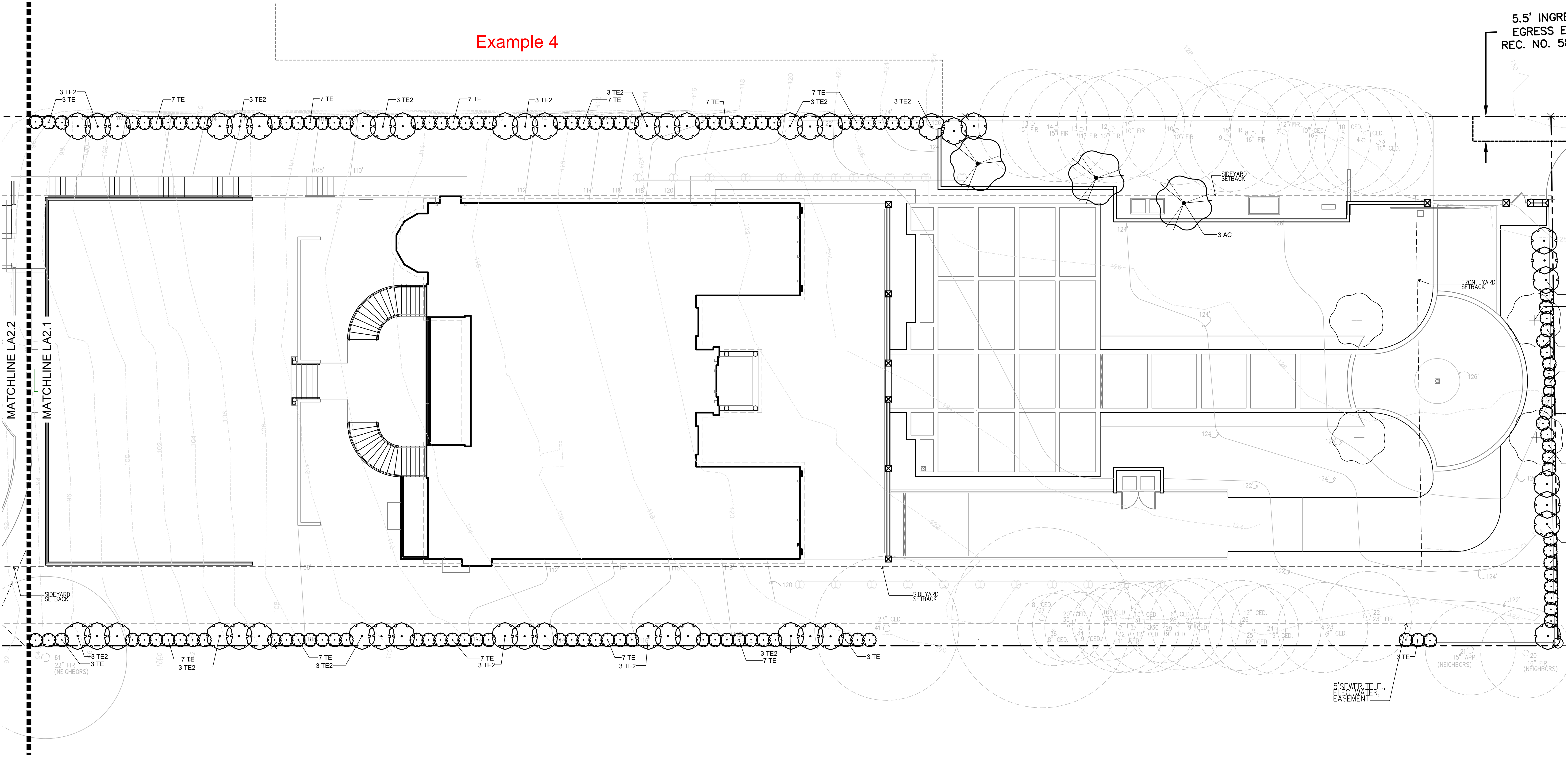
PROPOSED TREE REMOVAL IN 200' SHORELINE JURISDICTION

TREE NUMBERS BASED ON THE ARBORIST'S REPORT & MAP, ROBERT W. WILLIAMS & ASSOCIATES CONSULTING ARBORISTS DATED 5/22/17.

NO.	SPECIES	DBH
62	CHERRY	18"
63	HAWTHORN	10"
64	COTTONWOOD	20"
65	FIR	10"



Example 4

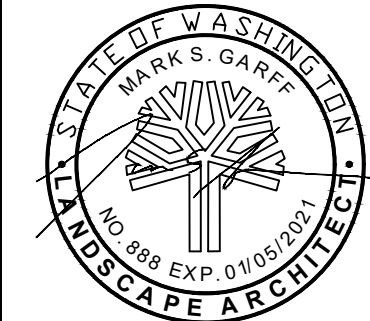
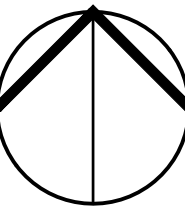
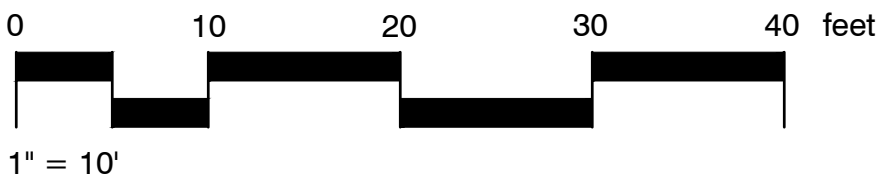


PLANT SCHEDULE

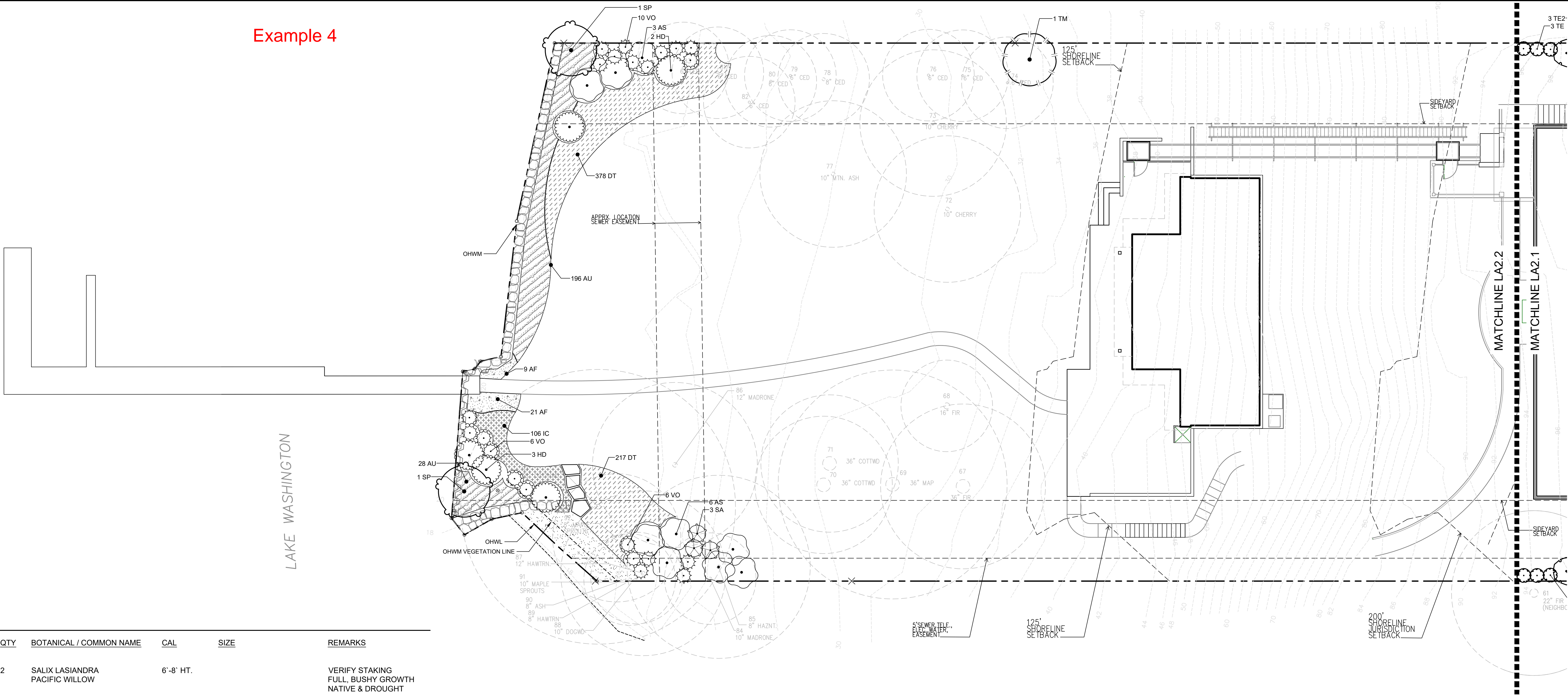
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CAL	SIZE	REMARKS
	AC	3	ACER CIRCINATUM VINE MAPLE	2.5" CAL.	B&B / CONT.	3 STEMS MIN. NATIVE & DROUGHT TOLERANT
	CT	3	CUPRESSUS SEMPERVIRENS 'TINY TOWER' TM TINY TOWER ITALIAN CYPRESS	6'-8" HT.	B&B / CONT.	SPECIMENS NON-NATIVE
	LC	4	LAGERSTROEMIA INDICA 'NATCHEZ' NATCHEZ CRAPE MYRTLE	2.5" CAL.	10' HT. MIN.	3 STEMS MIN. SPECIMEN NON-NATIVE, DROUGHT TOLERANT
	TE	111	THUJA OCCIDENTALIS 'EMERALD GREEN' EMERALD GREEN ARBORVITAE	B&B/CONT.	6'-8" HT.	SPECIMEN NATIVE & DROUGHT TOLERANT
	TE2	46	THUJA PLICATA 'EXCELSA' WESTERN RED CEDAR	B&B/CONT.	6'-8" HT.	SPECIMEN NATIVE & DROUGHT TOLERANT

NOTES:

- ALL TREES, DECIDUOUS & EVERGREEN, TO HAVE A 3'-0" DIA. MULCH RING. DECIDUOUS TREES TO BE STAKED, VERIFY STAKING OF POSSIBLE NEED TO STAKE EVERGREEN TREES W/L.A.
- PROVIDE 6" DEPTH OF COMPOSTED MULCH PRODUCT AS AN AMENDMENT TO EX. SOIL IN SHRUB BED AT TOP OF ROCK BULKHEAD. INCORPORATE & EVENLY MIX INTO EX. SOIL TO A DEPTH OF 12" PRIOR TO PLANTING.
- VERIFY METHOD OF STAKING WILLOW TREES SO THAT THEY HANG & GROW OVER THE ROCKERY TO PROVIDE HABITAT.
- PROVIDE 2" MIN. DEPTH OF "SCREENED COMP MULCH" (SUCH AS, PACIFIC TOPSOIL'S SCREENED COMP MULCH) AS A TOPDRESSING IN SHRUB BEDS. TYP.
- PLANTS TO MEET REQUIREMENTS FOR INTEGRATED RESTORATION & PERMITTING PROGRAM: 2 TREES FROM APPENDIX D, IRPP PLANT LIST REQUIRED. 2 TREES PROVIDED 2 DIFFERENT SHRUB SPECIES FROM APPENDIX D, IRPP PLANT LIST REQUIRED. 2 SHRUB SPECIES REQUIRED 1,000 SF OF BUFFER PLANTING REQUIRED, 1,463 SF PROVIDED, WIDTH OF PLANTING STRIP CAN BE NO LESS THAN 5'-0".



Example 4



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CAL	SIZE	REMARKS
	SP	2	SALIX LASIANDRA PACIFIC WILLOW	6'-8" HT.		VERIFY STAKING FULL, BUSHY GROWTH NATIVE & DROUGHT TOLERANT NATIVE & DROUGHT TOLERANT
	TM	1	TSUGA MERTENSIANA MOUNTAIN HEMLOCK	B&B/CONT.	6' MIN. HT.	SPECIMENS NATIVE & DROUGHT TOLERANT
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	HT.	REMARKS
	AS	9	AMELANCHIER ALNIFOLIA SERVICEBERRY	5 GAL	30" HT.	FULL, BUSHY GROWTH NATIVE & DROUGHT TOLERANT
	HD	5	HOLODISCUS DISCOLOR OCEAN-SPRAY	5 GAL		FULL, BUSHY GROWTH NATIVE & DROUGHT TOLERANT
	SA	3	SYMPHORICARPOS ALBUS COMMON WHITE SNOWBERRY	2 GAL	18" SPREAD	FULL, BUSHY GROWTH NATIVE & DROUGHT TOLERANT
	VO	22	VACCINIUM OVATUM EVERGREEN HUCKLEBERRY	2 GAL	18" HT.	FULL, BUSHY GROWTH NATIVE & DROUGHT TOLERANT
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	REMARKS
	AF	30	ASTER X FRIKARTII ASTER	1 GAL	18" o.c.	FULL, BUSHY GROWTH NATIVE & DROUGHT TOLERANT
	DT	595	DESCHAMPSIA CESPITOSA TUFTED HAIR GRASS	1 GAL	12" o.c.	FULL, BUSHY GROWTH NATIVE & DROUGHT TOLERANT
	IC	106	IRIS X CALIFORNICAE PACIFIC COAST IRIS	1 GAL	12" o.c.	FULL, BUSHY GROWTH NATIVE & DROUGHT TOLERANT
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	REMARKS
	AU	255	ARCTOSTAPHYLOS UVA-URSI KINNIKINNICK	4"POT	15" o.c.	

NOTES:

- ALL TREES, DECIDUOUS & EVERGREEN, TO HAVE A 3'-0" DIA. MULCH RING. DECIDUOUS TREES TO BE STAKED, VERIFY STAKING OF POSSIBLE NEEDED TO STAKE EVERGREEN TREES W/LA.
- PROVIDE 6" DEPTH OF COMPOSTED MULCH PRODUCT AS AN AMENDMENT TO EX. SOIL IN SHRUB BED AT TOP OF ROCK BULKHEAD. INCORPORATE & EVENLY MIX INTO EX. SOIL TO A DEPTH OF 12" PRIOR TO PLANTING.
- VERIFY METHOD OF STAKING WILLOW TREES SO THAT THEY HANG & GROW OVER THE ROCKERY TO PROVIDE HABITAT.
- PROVIDE 2" MIN. DEPTH OF "SCREENED COMP MULCH" (SUCH AS, PACIFIC TOPSOIL'S SCREENED COMP MULCH) AS A TOPDRESSING IN SHRUB BEDS, TYP.
- PLANTS TO MEET REQUIREMENTS FOR INTEGRATED RESTORATION & PERMITTING PROGRAM: 2 TREES FROM APPENDIX D, IRPP PLANT LIST REQUIRED. 2 TREES PROVIDED 2 DIFFERENT SHRUB SPECIES FROM APPENDIX D, IRPP PLANT LIST REQUIRED. 2 SHRUB SPECIES REQUIRED 1,000 SF OF BUFFER PLANTING REQUIRED, 1,463 SF PROVIDED, WIDTH OF PLANTING STRIP CAN BE NO LESS THAN 5'-0".

PROPOSED TREE REMOVAL IN 125' SHORELINE SETBACK

TREE NUMBERS BASED ON THE ARBORIST'S REPORT & MAP, ROBERT W. WILLIAMS & ASSOCIATES CONSULTING ARBORISTS DATED 5/22/17.

NO.	SPECIES	DBH
66	FIR	10"

PROPOSED TREE REPLACEMENT IN 125' SHORELINE SETBACK

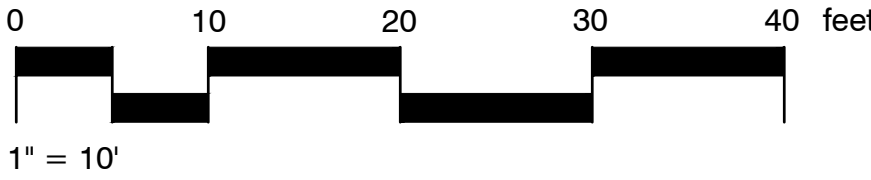
QTY.	BOTANNICAL/COMMON NAME	SIZE/SPACING
1	TSUGA MERTENSIANA MOUNTAIN HEMLOCK	6' HT. MIN.
2	SALIX LASIANDRA PACIFIC WILLOW	6' HT. MIN.

TREES REQUIRED = 1
TREES PROVIDED = 3
EVERGREEN TREES REMOVED = 1
DECIDUOUS TREES REMOVED = 0
240 SF OF NATIVE RIPARIAN VEGETATION REQUIRED
+ 350 SF OF NATIVE RIPARIAN VEGETATION PROVIDED

PROPOSED TREE REMOVAL IN 125'-200' SHORELINE JURISDICTION

TREE NUMBERS BASED ON THE ARBORIST'S REPORT & MAP, ROBERT W. WILLIAMS & ASSOCIATES CONSULTING ARBORISTS DATED 5/22/17.

NO.	SPECIES	DBH
62	CHERRY	18"
63	HAWTHORN	10"
64	COTTONWOOD	20"
65	FIR	10"



REVISIONS

DATE	BY	LG
08.22.2018	01	REVISOR PERMIT SUBMITTAL
10.05.2018	02	REVISOR PERMIT SUBMITTAL
05.20.2019	03	REVISOR PERMIT SUBMITTAL

SCJ STUDIO

LANDSCAPE ARCHITECTURE

1148 NW LEARY WAY, SEATTLE, WA 98107

SCJSTUDIOA.COM

PLANTING PLAN

Medina Vineyard Trust

1228 Evergreen Point Road

Seattle, WA 98105

SHEET TITLE

PROJECT NAME

SEAL

PERMIT SET
NOT FOR
CONSTRUCTION

DESIGNER:
MG

DRAWN BY:
LG

APPROVED BY:
MG

DATE:
JULY, 2018

JOB No:
2578

DRAWING FILE No:

DRAWING No:
LA2.2

SHEET No:
4 OF 05



CITY OF MEDINA
DEVELOPMENT SERVICES
 425-233-6414
 425-233-6400

Administrative Tree Activity Permit

T-01

Instructions: Complete this form for the following:

- The property is designated as under development (MMC 20.52.100)
- Removal of any significant tree on private property having a 6-inch DBH and larger size that is not a legacy tree
- Removal of any non-significant tree on private property within 200 feet of the shoreline having a 6-inch DBH and larger size that is not a legacy tree
- Removal of a hazard tree from the city right-of-way

<input checked="" type="checkbox"/> New Application <input type="checkbox"/> Supplemental	Staff Only Date Received: <u>1-29-20</u> By: <u>[Signature]</u>	Permit No. <u>Tree-20-008</u>
Property Information		
Property Address: 2626 78th Ave NE		Check if tree is: <input type="checkbox"/> Within 200 feet of shoreline <input type="checkbox"/> Within a critical area (Ch. 18.12 MMC)
Tax Parcel No. 326230-0840		
Legal Property Owner Information		



CITY OF MEDINA
DEVELOPMENT SERVICES
 425-233-6414
 425-233-6400

Tree Performance Worksheet

T-01a

Instructions: Complete and attach this form to T-01 for the following:

- The property is designated as under development pursuant to MMC 20.52.100
- The applicant is using the tree performance standards in MMC 20.52.130

File No.

☐ **New**
☐ **Revision**

STEP 1: Inventory existing tree units

Conduct an inventory of all significant trees within the boundaries of the lot.

No.	Tree	DBH	No.	Tree	DBH
1	(#390) Western Red Cedar	10	7	(#797) Grand fir	29
2	(#391) Douglas fir	17	8	(#798) Douglas fir	26
3	(#392) Douglas fir	15	9	(#799) Douglas fir	17
4	(#394) Douglas fir	16	10	(#800) Douglas fir	38
5	(#795) Douglas fir	39	11		
6	(#796) Douglas fir	33	12		

STEP 2: Calculate Existing Tree Units

From Table 20.52.130(C): add together the number of significant trees in each range below and multiply by the corresponding value to produce Existing Tree Units.

A.	Total number of trees at least 6 inches, but less than 10 inches DBH	0	X 0.75 =	0	D. TOTAL EXISTING TREE UNITS (A + B + C) 10
B.	Total number of trees 10 inches DBH and larger	10	X 1.00 =	10	
C.	Total number of conifer trees 50 inches DBH and larger	0	X 1.25 =	0	

STEP 3: Inventory removed trees

List the significant trees that are proposed for removal. This information will be used in Step 4 and 7 (if applicable).

No.	Tree	DBH	No.	Tree	DBH
394	Douglas fir	16	798	Douglas fir	26
795	"	39	799	"	17
796	"	33	800	"	38
797	"	29			

STEP 4: Calculate Net Existing Tree Units

To calculate Net Existing Tree Units, add together the number of significant trees in each range below that are proposed for removal and multiply by the corresponding value. Then follow H and I.

E.	Total number of trees removed at least 6 inches, but less than 10 inches DBH	0	X 0.75 =		H. TOTAL TREE UNITS TO BE REMOVED (E + F + G)	7
F.	Total number of trees removed 10 inches DBH and larger	7	X 1.00 =	7		
G.	Total number of conifer trees 50 inches DBH and larger	0	X 1.25 =	0	I. Net Existing Tree Units (subtract H from D)	3

STEP 5: Calculate Required Tree Units

To calculate Required Tree Units, perform the calculations in J through M.

Lot Area (sq. ft.)		Divide J by 1,000		Tree Density Ratio (check one)		M. REQUIRED TREE UNITS (Multiply K x L)	(round up)
J.	8120	K.	8.12	L.	<input checked="" type="checkbox"/> 0.35 (residential) <input type="checkbox"/> Table 20.52.130.B		

STEP 6: Determine if Supplemental Trees are required

Subtract the Tree Units in M from the Tree Units in I.

- If the difference is zero or a positive number - stop. No supplemental trees are required.
- If the difference is a negative number then go to Step 7.

N.
0

See Page 2 for Step 7 and for additional inventory tables

Rev July 31, 2015

Example 5

**Approved Medina Tree
Activity Permit Plan**
07/30/2020
Tom Early
Medina Tree Consultant

Stephanie Keyser

From: laurelpr@seanet.com
Sent: Monday, April 12, 2021 11:47 AM
To: Stephanie Keyser
Subject: FW: Tree permits

Dear Stephanie,

Below please find the relevant text from an email I received from Medina resident Miles Adam, who is very concerned about the removal of trees from a lot adjacent to the golf course. The lot is not being redeveloped, so strictly speaking it is not in our current purview. However, I think it's useful for the Planning Commission to be aware of these types of examples as well, as evidence of residents' concerns over canopy loss. Would you please include the email text in the next meeting packet?

Miles also recently called my attention to two other properties adjacent to the golf course on 77th that are under redevelopment. Do we have "before" pictures of these properties? According to Miles, the properties are being cleared or will be cleared shortly.

Thank you,
 Laurel

.....

The property in question is at 1818 77th Avenue NE and the tree permit is #21-006. I watched as huge tree after huge tree was cut down to improve the property's view of the golf course. I was really stunned that this deforestation was being permitted so I talked with Steve and he took me through the tree permit. Laurel-----the following trees were cut down-----3 Douglas Firs with DBHs of 32", 36", and 42". Also 2 Red Cedars with DBHs of 20" and 38". Please try to visualize the size of these majestic trees-----we will never recapture this lost canopy in the lives of the next generation or two. Our city's tree permit allowed these trees to be cut down provided that they were replaced by the following trees-----9 trees of 2" caliper.

While I am not involved with the latest discussions on the city's tree policies, it seems to me that common sense would suggest something is wrong. We just let someone cut down mature fully grown trees of DBH 168 inches and plant new trees of 18 inches of caliper. How can we just eliminate trees measuring DBH of 150 (repeat 150) inches from the footprint of Medina?? If we continue to allow trade offs like this, we soon will not need a tree policy because our beloved Medina will have no trees.

Thank you very much for taking the time to read my email. You now have feedback from one very concerned citizen. I hope somehow this example will be studied as you are reviewing the city's tree permit policy because it provides a good learning experience for all of us.

Miles Adam

Stephanie Keyser

From: rob short <robs124@hotmail.com>
Sent: Friday, August 27, 2021 11:15 AM
To: Stephanie Keyser
Subject: Please sent a pointer to proposed tree code

Hi Stephanie,

I saw your email about a tree code update, but could not find anything on the website about what is actually being proposed.

I am a long time resident and love the old evergreens which can never be replaced. I am shocked to see people demolish older houses and clear-cut the entire lot.

I think we should have a process which tries hard to maintain some number of the older trees so we can keep the eagles and pileated woodpecker etc in Medina.

We don't want to have to rename our city to "We used to have Evergreens" point.

Please send a pointer to the actual proposal.

Rob

Stephanie Keyser

From: Doug Hutson <airbear1@me.com>
Sent: Saturday, August 28, 2021 10:38 PM
To: Stephanie Keyser
Subject: Tree code

Hi Stephanie,

Heard you were seeking comments on the tree code...I don't have anything super specific right this minute, but I'll just comment that I was heavily invested in getting it changed a few years ago from the incredibly onerous system that existed then. I live on a heavily forested property and wanted to have some freedom to manage my property as I saw fit for the safety of my family, as well as for aesthetics of my property. I objected to people on lots w/o trees telling me that I had to keep all of mine.

Please keep me in the loop if you are seeking more comments and how the tree code may be proposed to change.

Thanks,

Doug Hutson

Stephanie Keyser

From: Kay Koelemay <kkoelemay@msn.com>
Sent: Monday, August 30, 2021 2:05 PM
To: Stephanie Keyser
Cc: Michael Sauerwein
Subject: Tree Code update

Hi Stephanie,

Am interested in the proposed changes to the Tree Code. After first pass, I recognize it will require some study on my part. Also, it would be helpful to understand the background for the decision to make the proposed changes.

What is the projected schedule for final approval? Would a public Q & A session via ZOOM be helpful/possible?

Thanks for considering,
Kay
(Kay Koelemay Dicharry)

Stephanie Keyser

From: laurelpr@seanet.com
Sent: Monday, October 11, 2021 11:18 AM
To: davidyee2006@yahoo.com
Cc: Stephanie Keyser
Subject: FW: Planning Commission agenda document 9/21/2021- tree code

Dear David,

Thank you for your email. You are welcome to email me at this address, as the Commissioners do not have government email addresses at this time.

You are correct that the Planning Commission has been considering changes to the tree to code pertaining to new construction and in fact has made recommendations to the City Council for their consideration. The draft proposal is on the City of Medina website, accessible from the list of City Events (Tree Code Open House).

I am copying Stephanie Keyser, Planning Manager, for her assistance in providing the information you requested. Stephanie, please see David's email below. He is interested in the addresses or at least streets/blocks of the properties that were the subject of complaints, that is, the ones that prompted the Council to ask Planning Commission to consider whether the tree code was working as intended and whether or not revisions should be made.

David, please keep in mind that the original complaints came in a year and a half to two years ago, and those specific properties may now have buildings and plantings on them.

I hope you are aware that there will be an Open House on Thursday the 14th and multiple Public Hearings in October (Planning Commission, the 19th), November and December (City Council). We look forward to hearing from you at one or more of these, or by email.

Thank you for your email, and thank you for your interest.

Best regards,
 Laurel

-----Original Message-----

From: David Yee <davidyee2006@yahoo.com>
 Sent: Sunday, October 10, 2021 4:09 PM
 To: Laurel Preston <laurelpr@seanet.com>
 Subject: Planning Commission agenda document 9/21/2021- tree code

Dear Commissioner Preston (Laurel):

I do not have your planning commission e-mail address. If you prefer that I send this message to you to that email address, please let me know. I am under the impression that the Planning Commission is working on a new tree code that applies to properties under development.

Specifically, the Agenda Bill dated September 21, 2021 (
<https://mccmeetingspublic.blob.core.usgovcloudapi.net/medinawa-meet-fa4d819369294bdcafa55c4798af82a6/ITEM->

Attachment-001-653714c88a2e48e4adc59e45f5289208.pdf) notes that the origin of the revision of the tree code pertaining to development was because "In 2020, a handful of redevelopment projects caused a visceral reaction from the community. These redevelopments appeared to be able to cut down a significant number of trees which gave the land a stark, clear-cut appearance. (see p. 1 of 121, background).

Would you kindly identify the 2020 projects that were identified as causing concern? This would help to understand the issue better. Otherwise, it would not be clear to me or others what the reasons for revising the current code. If the Planning Commission wishes to keep the exact locations of these projects secret, then identifying the street and block on that street would be somewhat useful as interested citizens could visit the identified block and see if any of the properties have a "stark, clear-cut appearance".

Best regards,
David
David Yee, MD
3215 Evergreen Point Road

Stephanie Keyser

From: Dan Becker <dfbecker@msn.com>
Sent: Sunday, October 17, 2021 7:57 PM
To: Michael Sauerwein
Cc: Stephanie Keyser; Aimee Kellerman
Subject: RE: Tree Ordinance

Michael,
Thank you. I'm available in the after 1:30 pm.

Dan
(425) 652-9106

From: Michael Sauerwein <msauerwein@medina-wa.gov>
Sent: Saturday, October 16, 2021 3:58 PM
To: Dan Becker <dfbecker@msn.com>
Cc: Stephanie Keyser <skeyser@medina-wa.gov>; Aimee Kellerman <akellerman@medina-wa.gov>
Subject: Re: Tree Ordinance

Thanks Dan.

I'll give you a call on Monday to discuss the tree code updates and forward the Open House PowerPoint to you.

Thanks again.

Michael Sauerwein
City Manager
City of Medina
501 Evergreen Point Road
Medina, WA 98039
(425) 233-6412

From: Dan Becker <dfbecker@msn.com>
Date: Friday, October 15, 2021 at 2:57 PM
To: Michael Sauerwein <msauerwein@medina-wa.gov>
Cc: laurelpr@seanet.com <laurelpr@seanet.com>, Jessica Rossman <jrossman@medina-wa.gov>
Subject: RE: Tree Ordinance

Michael,
I forgot to ask in my earlier email, can I please get a copy of the PowerPoint Presentation from yesterday's meeting?

Dan
(425) 652-9106

From: Dan Becker
Sent: Friday, October 15, 2021 1:51 PM
To: Michael Sauerwein <msauerwein@medina-wa.gov>
Cc: laurelpr@seanet.com; jrossman@medina-wa.gov
Subject: Tree Ordinance

Hello Michael,

Thank you for the open house yesterday on the revisions to the tree code; I appreciate the information. I know many citizens are concerned and have complained about tree removals on redeveloped properties; I've heard that as I walked around and talked with citizens. While I personally don't have concerns about the changes, I am concerned that there has not been a lot of notification to citizens not intimately involved with the City that those changes are coming and if those changes will affect them. I knew of yesterday's open house because I attended the Council meeting and visited the City website; not everyone is doing that.

I believe before the last changes were made to the Code, the City made an effort to describe the changes by sending out postcards describing the changes and conducting multiple open houses. There were also charts and plans showing the impacts of the changes. I know the COVID restrictions make open houses more of a challenge, however I'm concerned that people might feel blind-sided with the changes. If possible, I hope the City will make more of an effort to get the information out; maybe sending postcards again with the proposed changes and notification of the upcoming hearings.

Please feel free to share this others.

Thank you,

Dan

Dan Becker
(425) 652-9106

Stephanie Keyser

From: David Yee <davidyee2006@yahoo.com>
Sent: Sunday, October 17, 2021 10:45 PM
To: Laurel Preston
Cc: Stephanie Keyser; Michael Sauerwein
Subject: Comment for Planning Commission public hearing scheduled for October 19, 2021
Attachments: Medina tree code for 2021.pdf

Dear Commissioner Preston (Laurel):

Please consider and/or enter the attached comments for the public hearing that is scheduled for October 19, 2021. I am sending this message to you with a copy to Stephanie Keyser for distribution to the Planning Commission.

The comments include:

1. Provisions in Tree Code Update 2021 that result in affecting properties not under development (and my input requested by Commissioner Nelson)
2. Evidence that the complaints causing Tree Code Update 2021 do not show clear cut of the property but show properties consistent with the neighborhood.
3. Recommendation for a simplified and alternative Tree Code Update that is more likely to address the issues of complaints that caused Tree Code Update 2021.

Best regards,
David

David Yee, MD
3215 Evergreen Point Road

I request that these comments be considered as part of the Planning Commission public hearing scheduled for October 19, 2021.

It is well documented that the Tree Code Update 2021 (Tree Management Code Chapter 20.52) is intended for new construction. The term "new construction" is used numerous times in various city documents, social media, and in the open house. During the Open House, Commissioner Nelson requested that I inform the Planning Commission of language that I believe causes the proposed tree code to affect properties other than new construction.

A. AFFECTS MORE THAN NEW CONSTRUCTION ISSUE (INFORMATION REQUESTED BY COMMISSIONER NELSON)

If the Commission adopts proposed tree code changes discussed at the Open House, I urge the Commission to modify the code such that it does not affect properties not under development.

1. Diagram 20.52.040 Delete "Landmark" of the box "Is the tree a legacy or landmark tree.
2. 20.52.120 Keep the same without any of the proposed changes and remove all redlined (added text). Then create a new section 20.52.121 which introduces a term "New Construction Legacy Tree". The language in the red line version of 20.52.120 would then be copied to this new 20.52.121 except the term "New Construction Legacy Tree (NCLGT)" would be used as well as "New Construction Landmark Tree (NCLMT)". The purpose of a separate 20.52.120 and 20.52.121 is so that there will be no change to properties not under development.
3. 20.52.100(A)(4) should be modified, replacing "500 square feet or 15 percent" to "1500 square or 50 percent". The rationale is that if one wants to add only a modest garage and a room, they should not be considered to meet the standards required of constructing a large house.

I know of a Medina resident (initials D.D.) who has a very modest house and no garage. If that resident were to build simply a one car garage, the property would be subject to onerous property under development tree regulations. Should he be punished with bureaucratic complexity for simply building a one car garage when many Medina residents already have 2 or 3 car garages?

It is conceivable that an elderly Medina resident may need to build a handicapped accessible bathroom and adjacent bedroom. Such modest addition could trigger onerous compliance under development tree regulations.

The needs of elderly Medina residents are not merely theoretical. I had a neighbor (initials A.B.) who moved from Medina to downtown Bellevue as a result of circumstances related to the tree code. His easement driveway was narrow and constricted because of a tree that could not be cut down because the then Director (no longer with the City of Medina) determined that there was no threat to life. The tree had,

a few weeks earlier, prevented an ambulance from accessing his property during a medical emergency. His wife expressed to me concern that he could die the next time an ambulance was needed and was unable to pass. The elderly man later cited his age and infirmity as the reason for his moving from Medina. The Bellevue Fire Department wrote a letter to the city to confirm the inability to access due to an offending tree.

B. EVIDENCE DOES NOT SUPPORT NEED FOR TREE CODE CHANGES

The stated purpose of the Tree Code Update 2021 is described in a September 21, 2021 memorandum from city staff to the city council found at <https://mccmeetingspublic.blob.core.usgovcloudapi.net/medinawa-meet-fa4d819369294bdcafa55c4798af82a6/ITEM-Attachment-001-653714c88a2e48e4adc59e45f5289208.pdf>.

This document states *"In 2020, a handful of redevelopment projects caused a visceral reaction from the community. These redevelopments appeared to be able to cut down a significant number of trees which gave the land a stark, clear-cut appearance."* (see p. 1 of 121, background).

Stephanie Keyser, ACIP, Planning Manager kindly responded to a request to identify these projects. The identified projects are located at 1818 77th Ave NE, 2019 79th Ave NE and 707 Overlake Drive East. Construction on the first property appears to have been completed. The latter two properties are currently under construction. It is useful to evaluate these three properties because they are the fundamental basis for Tree Code Update 2021 as stated in documents authored by the city.

1818 77th Avenue NE

Attached are photographs of the property in 2011 (source: Google Street View, date of image at the bottom) and October 2021. The current new house is significantly more attractive than the previous property. The current landscaping is very well kept and attractive as compared to 2011. When facing the front door, the current house has large trees to the right and to the left as well as in front of the house. It is unreasonable to consider this property as clear cutting of trees. In short, it is a beautiful house and property. This property is an improvement to the city and evidence that there is not a need for a stricter tree code.



The detailed landscaping is also situated behind the sidewalk and in front of the entire house.



Foreground, background, and most trees to the photo's right in the subject property.



Note that neighboring property to the left lacks the tall trees of subject property



Google Street View of the old house. It is a small house out of character from its neighbors.

2019 79th Ave NE

The house is currently under construction. The previous house was in poor shape with visibly broken driveway pavement, overgrown vegetation, and a house which is significantly smaller and more spartan than the average house in Medina and in that city block. In view of the house being under construction and in an early stage of construction, it is not possible to judge the aesthetics of the house or future landscaping. However, the current state of trees is compatible with its neighbors. Attached are photographs of houses that are neighboring properties or across the street. All of them have approximately the same tree canopy appearance as the subject property, 2019 79th Ave NE. Some may consider the property's condition prior to construction as an eyesore, overgrown with trees, and not in character with the neighborhood. If that is the case, this construction is an improvement to the city and not evidence of a need for a stricter tree code.



subject property.



next door neighbor. Trees on the left mostly belong to the subject property, not this house.



directly across the street from the subject property. This property has essentially no trees in front. These two properties demonstrate that the subject property has the same visual character, if not more visible trees.

707 Overlake Drive East

Attached are photographs of the property in 2019 (source: Google Street View, date of image at the bottom) and October 2021. In view of the house being under construction and in an early stage of construction, it is not possible to judge the aesthetics of the house or future landscaping. However, the current state of trees viewing from Overlake Drive East remains forested (compare pre-construction Google Street View versus October 2021 where it appears that all trees have been retained). Furthermore, attached is a photograph of the property's next door neighbor. The neighboring property is attractive but has far less vegetation and trees than the subject property, 707 Overlake Drive East. This construction shows that the property is

compatible and more heavily forested than the neighboring property and not evidence of a need for a stricter tree code.



Subject property. Street is Overlake Drive

East. 707 mailbox (white) is on the left.



Historical photo from Google Street View from almost identical angle. White mail box of the 707 Overlake Drive East property is to the left but difficult to see.



Some of the trees in the photo belong to the 707 subject property. This is the neighbor of 707. The street frontage does not compare with the street frontage of the 707 Overlake Drive East property (which was the subject to a complaint causing Tree Update 2021 to be written).

Conclusion

Despite the statement that "(t)hese redevelopments appeared to be able to cut down a significant number of trees which gave the land a stark, clearcut appearance." (see p. 1 of 121, background, 9/21/2021 city memo)., the above description and photographs of the three properties in question do NOT document a stark clear cut appearance that is inconsistent with its neighbors.

In the only example where construction has been completed, the property is very attractive, both in the house, landscaping, and trees. For this reason, I urge the Planning Commission to request that the City Council allow the Commission to temporarily cease work on the Tree Code Update 2021 and consider that no update is needed. Even more productive would be a temporary one year suspension of the tree code as it relates to development, which could provide evidence whether a tree code should even exist. In the worst possible scenario, the amount of construction in one year would not change the character of the city but could provide valuable guidance and direction.

C. ALTERNATIVES TO TREE CODE UPDATE 2021 (or alternatives to conclusion of Section B.)

The Tree Code Update does not specify where significant trees should be located on properties under development that are new construction. Medina residents who view houses typically view them from the street, not from an airplane or trespassing in the backyard. In view of this behavior, it is likely that Tree Code Update 2021 will not end occasional tree complaints to the city.

Therefore, consider replacing the complex performance requirements of Tree Code Update 2021 with a MMC 20.52.122 reading along the lines of:

“All properties under development which consist of predominantly construction of a new structure or 50% or greater expansion of an existing structure shall have two significant trees situated between the structure and the public road. If the frontage of the property along the public road exceeds 75 feet, three significant trees shall be situated between the structure and the public road and one additional significant tree for each 50 feet in excess of 125 feet of public road frontage. If the distance between the structure and the public road is less than 40 feet, non-significant trees or bushes may be planted in lieu of significant trees.”

D. ADDITIONAL CONSIDERATIONS

Excessive time for tree permits

In the agenda packet, there are two projects where the application date and approval date is disclosed. In both cases, approval took between 6 and 7.5 months to approve. (p. 83 of 121, 9/25/2019 received and 5/7/2020 approved; p. 112 of 121, 1/29/2020 received and 7/30/2020 approved).

Consider adding a provision to Tree Code Update 2021 along the lines of:

MMC 20.52.126 If tree permits for properties under development exceed an average of eight weeks between the date of submission of a complete application for permit and the date of approval based on the average of all tree permits for properties under development for a two calendar year period, the city shall complete a study within six months to reduce the complexity of tree regulations.

Safety concerns and mathematical re-calculations

1. There are currently no provisions in the tree code for extremely tall trees. If the height limitation of a house is 36 feet, consideration should be given to whether trees greater than 72 feet are not desirable or are more hazardous. A good tree plan would be where residents continually cut and replant trees. Historically, Medina was completely harvested for lumber more than 100 years ago, which improved public safety. Eventually, Medina should re-harvest trees, albeit on a careful and staggered timetable. Trees might be like long hair. Long hair can be attractive but can become too long at a certain point.



(credit: SBS TV, Australia)

2. During the Open House, there were comments about no consideration given to how much space is needed for tree roots of a mature tree. There is a danger that increased tree requirements may result in difficulty in compliance despite good faith efforts by homeowners.

If a 10,000 sq. ft. property may have 55% impervious surface, that leaves 4,500 sq. ft. remaining. If it is deemed that trees should not be closer than 20 feet from the house to prevent damage to the foundation and/or sewage system and/or tree roots, this may reduce the amount of land for trees to 3,000 sq. ft. If 4 significant tree units result in 8 trees and if each tree should have a 20 ft. x 20 ft. space for proper tree root growth, this results in needing 3,200 sq. ft. One should note that earlier in the calculator, only 3,000 sq. ft. is available. Furthermore, there may be no more room for any other yard use, such as vegetable planting or recreational use.

3. There was no explanation during the Tree Code Open House as to the rationale for selecting an increased tree density ratio in proposed Table 20.52.130(B) from 0.35 to 0.40. In particular, at 0.40, the tree density ratio for residential properties approaches that of city parks, which is 0.42. There is no explanation to why the residential properties should have an almost identical tree density as city parks. The Planning Commission may consider whether all properties should be required to meet a tree density of 0.36 with the exception of city parks, which might be increased to 0.60

Stephanie Keyser

From: COLIN RADFORD <c.radford@comcast.net>
Sent: Wednesday, November 3, 2021 3:40 PM
To: Stephanie Keyser; Council
Subject: RE: Response to Medina 2021 Tree Code Amendments-Legacy and Landmark Update Proposal

Thank you, Stephanie;
I know a lot of us really care and would like the opportunity to think and respond before rushing into an ordinance revision.

Colin

On 11/02/2021 1:21 PM Stephanie Keyser <skeyser@medina-wa.gov> wrote:

Hi Colin,

Thanks for your comments; they will be entered into the record. I would like to clarify a couple of points in **green**.

- **Oct. 14:** 2021 Tree Code Update Virtual Open House
- First public notice via presentation of proposed Tree Code Amendments. **The first notice was sent out on August 27th to Medina residents that Planning Commission was working on a tree code update—I did receive some emails from residents after the notice was sent out.**
- **Oct. 15:** Tree Management Code Chapter 20.52
- Proposed red-lined draft version made available on city's website referencing proposed changes provided day before **The date of the draft indicates the date the document was worked on, which I can see is confusing. A final/completed version of the draft will be available on Friday.**
- **Oct. 19:** Planning Commission, Public Hearing
- Agenda available online but no minutes available. No minutes for September meetings. Last available minutes were provided in July. **Planning Commission minutes aren't finalized until City Council adopts them. However, the draft minutes from the previous meeting are always included in the packet for the next Planning Commission meeting. For example, the October 19th Planning Commission packet has the minutes from the September 28th meeting. Everything is available on the Planning Commission [website](#).**
- **Oct. 22:** Medina 2021 Tree Codes Amendments – Legacy and Landmarks Memorandum

- Document presents modifications to the proposed changes identified in both the 10/14 presentation and the 10/15 red-lined Tree Management Code draft.
- No records are currently available to the public to confirm whether these modifications are in alignment with what the Planning Commission voted on. **Everything is available on the Planning Commission [website](#) in the packets—all of the changes have been approved by Planning Commission.**
- **Nov. 8:** City Council Public Hearing
 - What is the definition of proper public notice for amendments/changes to city codes? **The first [notice](#) was sent out to the public on August 27th. Planning Commissions notice of hearing was sent out September 30th. Council's notice of hearing was sent out October 20th.**
 - When will the public have access to the Planning Commission's approval of the currently "unknown" proposed amendments? **Everything is available on the Planning Commission [website](#) in the packets. The final Council packet will be available this Friday, November 5th.**
 - Does this fit within the window of time between receipt of public notice and the scheduled public hearing? **Yes, it does. We are required to post/mail/notice public hearings at least 15-day in advance.**
- **Dec. 13:** City Council Tentative Adoption

Proposed Amendment to Legacy tree protection measures (MMC 20.52.120)

On the off-hand chance that the tree ordinance will be considered in November meetings, I request your consideration of the following: **Council is just having a public hearing in November—no action will be taken to adopt anything during that meeting.**

Thanks,

Stephanie

From: c.radford@comcast.net c.radford@comcast.net

Sent: Saturday, October 30, 2021 9:59 AM

To: Stephanie Keyser skeyser@medina-wa.gov

Subject: Response to Medina 2021 Tree Code Amendments-Legacy and Landmark Update Proposal

October 29, 2021

FR: Colin W. Radford

RE: Medina 2021 Tree Code Amendments – Legacy and Landmark Updates

Response to Memorandum dated October 22, 2021, from Stephanie Keyser, AICP, Planning Manager and upcoming proposed changes to MMC 20.52.120.

I understand that the tree ordinance has re-surfaced and proposed modifications are now on the docket to modify the Tree Management Code Chapter (MMC 20.52). As a life-long resident of Medina with family roots here going back to 1921, I have always appreciated the opportunity to have a voice and say in my community's path forward. For this reason, I would like to share some thoughts on the current situation regarding the suggested Tree Code Amendment and the timeline to vote.

Public Participation

Our greatest individual public power is the power to vote. The ability to participate in the democratic process of sharing one's opinion and support (or lack of) for any given topic that impacts us as individuals and as a group is key to our overall harmony as a society.

I question whether the current timeline surrounding the Tree Code Amendment is sufficient for proper consideration. I am concerned that the upcoming City Council meeting on Nov. 8 will be held without adequate notice or discussion by Medina residents/citizens. This occurred previously during the employment of Robert Grumbach as chief enforcer of regulations. If there is a code change I would support, it is that no code changes can be voted on or changed unless the changes are advertised and made available for review not less than 30 days prior to any vote being taken.

- **Oct. 14:** 2021 Tree Code Update Virtual Open House
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- **Oct. 15:** Tree Management Code Chapter 20.52
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- **Oct. 19:** Planning Commission, Public Hearing

- Agenda available online but no minutes available. No minutes for September meetings. Last available minutes were provided in July.
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 - What is the definition of proper public notice for amendments/changes to city codes?
 - When will the public have access to the Planning Commission's approval of the currently "unknown" proposed amendments?
 - Does this fit within the window of time between receipt of public notice and the scheduled public hearing?
- **Dec. 13:** City Council Tentative Adoption

Proposed Amendment to Legacy tree protection measures (MMC 20.52.120)

On the off-hand chance that the tree ordinance will be considered in November meetings, I request your consideration of the following:

Lake Washington was lowered over 100 years ago to expose land now wooded and landscaped. Photographs of the Medina landscape from that time show that all of Medina, including the present Overlake G&C property and Medina Parks areas had fewer trees then than now.

The proposed code changes at the last public hearings on the tree ordinance failed to take into consideration many important aspects of city planning and the health of trees:

- Slopes and soils.
- Locations near public rights of way and utility lines.
- The needs of trees to grow uncrowded: root and foliage characteristics.
- Canopies of various trees that compete or benefit one another.
- Normal lifespans of tree varieties.
- Deaths and damage caused by trees within Medina and surrounding neighborhoods (although rare).

I would hope that requirements for cutting and planting of potentially large trees would take into consideration power lines, roadways, sewer lines as well as view corridors. Perhaps the changes in the tree ordinance should be primarily aimed at new construction.

Indeed, there is so much to consider when law-making for plants that may live to be over 50 years old.

Stephanie Keyser

From: Allyson Jackson <abjack5@comcast.net>
Sent: Thursday, November 4, 2021 8:22 PM
To: Stephanie Keyser
Subject: RE: proposed tree ordinance

Thank you Stephanie.

I am so glad that the City is reviewing the tree ordinance for properties under development. I have been so shocked and saddened seeing some of the properties basically clear cut for a new house to be developed and some stands of beautiful old evergreens taken down.

My hope is that this applies primarily to new development in order to avoid clearcutting or the situation where just a few trees are left along a property line. As a long time homeowner, the tree ordinance can be very cumbersome and expensive for those of us trying to take out a tree here or there that has become too invasive or too large for the space and is negatively impacting the health of other landscaping etc. It's a balance for sure! ☺

Also, I noted one line in the verbiage of the ordinance about regulations not applying to trees within the building perimeter. I may not be understanding this correctly but want to make sure this does not mean that a developer or property owner can avoid regulation requirements for taking down trees that fall within the perimeter of new development. With the huge houses being developed these days, this in effect would allow clearcutting of everything where the new house is!

Thanks!
 Allyson

From: Stephanie Keyser [mailto:skeyser@medina-wa.gov]
Sent: Tuesday, November 02, 2021 6:39 AM
To: Allyson Jackson <abjack5@comcast.net>
Subject: RE: proposed tree ordinance

Hi Allyson,

Yes! Attached please find a summary of the amended/proposed sections of the tree code update. Additionally, the [tree code website](#) will continue to be updated with information over the next few days (including the final version of the proposed draft).

Please let me know if I can answer any questions!

Thanks,
 Stephanie

From: Allyson Jackson <abjack5@comcast.net>
Sent: Saturday, October 30, 2021 9:58 AM
To: Stephanie Keyser <skeyser@medina-wa.gov>
Subject: proposed tree ordinance

Hi Stephanie,

I have reviewed the redlined chapter on changes to the tree code. It's complicated and hard for the average person to understand the impact of all the proposed changes without spending hours studying it. Is there a summary of the proposed changes that explains the overall intent/impact that the proposed changes are intended to have.

Appreciate any info you can provide.

Thank you,

Allyson Jackson

7633 NE 14th St

Medina, WA 98039



MEDINA, WASHINGTON

AGENDA BILL

Monday, November 8, 2021

Subject: Liang Street Vacation—Public Hearing

Category: Public Hearing

Staff Contacts: Stephanie Keyser, Planning Manager; Scott Missall, City Attorney

Summary

Kenneth and Laura Liang (Applicant) have requested vacation of 510 sq. feet of public road right-of-way abutting their consolidated property at 442-438 Upland Road. The specifics of the requested vacation are set forth in detail in the Staff Report (with accompanying exhibits) filed contemporaneously with this Agenda Bill. This matter is set for a public hearing at the City Council's Monday, November 8th meeting. After hearing from the Staff, the Applicant and the public, the Council may take this matter under advisement, may continue or schedule further hearings, and as appropriate shall deliberate on and decide the petition.

Background

This is the second street vacation presented to Council in the past year. After completing a lengthy review and decision on the first vacation request, the Council adopted Medina Municipal Code (MMC) Chapter 12.44 to implement uniform procedures and decisional criteria that would comply with State law, streamline City review and action on vacation requests, and ensure the Council meets its state law and legislative duties in considering such matters.

Rules and Legal Requirements for Street Vacations

A copy of MMC 12.44 is **Attachment 1** to this Agenda Bill. In simplified form, the rules and procedures adopted in MMC 12.44 provide for and address the following topics:

- * Define contents, requirements and fees/costs for a street vacation petition
- * Require a formal appraisal of the fair market value of the public right-of way sought to be vacated, which is performed under the direction of the City Manager and paid for by the Applicant
- * Establish the range of and criteria to determine compensation to be paid to the City for vacating the public right-of-way and public interests therein
- * Define requirements to ensure a thorough staff report and analysis of the proposed vacation
- * Establish timing and requirements for public hearings and notices concerning the petition
- * Identify criteria to be considered by Council in deciding whether to grant or deny the petition, including reservation of public rights and conditions found to be in the public interest
- * Establish limitations on the vacation of waterfront right-of-way
- * Provide for final Council action in deciding the petition

These provisions are consistent with and implement RCW Chapter 35.79, the State law which governs how street vacations are handled by Washington cities. The ultimate question of whether to grant, deny and/or condition a street vacation is a discretionary legislative decision vested in the City Council and its determination of the public interest.

Hearing Procedures

Staff recommends that the hearing be conducted by the Mayor in the following manner (with approximate time frames suggested), subject to Council questions and discussion:

- * Mayor opens public hearing and introduces topic (5m)
- * City Attorney provides short overview of applicable rules and process (10m)
- * Planning Manager presents Staff Report and pertinent issues (15m)
- * Presentation by Applicant (10m)
- * Public comments (3m each speaker)
- * Council discussion
- * Council determination of next steps
- * Mayor closes public hearing

Completing Council Review

Upon Council completion of the public hearing and its initial discussion on Monday, Staff recommends that Council continue the hearing and further deliberation to a convenient meeting, enabling determination of unanswered questions, concerns and factual issues, and preparation of further reports or action documents as appropriate.

Attachment 1

- MMC 12.44 (Street Vacation)

Budget/Fiscal Impact: Compensation is payable to the City if the vacation is granted

Recommendation: Continue for Council deliberation and action.

City Manager Approval:



Proposed Council Motion: "I move to continue the hearing and further Council deliberation to its meeting on [date], which may include final action by the Council."

Time Estimate: 40 minutes

Title 12 - STREETS, SIDEWALKS AND PUBLIC PLACES
CHAPTER 12.44. STREET VACATIONS

CHAPTER 12.44. STREET VACATIONS

12.44.010. Purpose.

The purpose of this Chapter 12.44 is to establish procedures and criteria the city will use to review and decide upon the vacation of public streets, alleys, sidewalks, trails and any other public grants, dedications and easements relating to street, pedestrian, or travel purposes within the city. This chapter is intended to be consistent with, implement and supplement RCW Chapter 35.79, entitled Streets—Vacation.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.020. Applicability.

This chapter applies to every request for vacation of public streets, alleys, sidewalks, trails and any other public grants, dedications and easements relating to street, pedestrian, or travel purposes within the city, and shall not apply to vacation or termination of other types of public property.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.030. Definitions.

For the purpose of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. Words not otherwise defined shall have their common and ordinary meaning:

- A. *Owner* means the owners of fee title, mortgagors, and/or contract vendees of any interest in real estate.
- B. *Petition* means a complete and sufficient petition meeting the requirements of this chapter and applicable state law.
- C. *Petitioner* means any party who has filed a petition for vacation with the city clerk.
- D. *Public right-of-way* or *public ROW* means public streets, alleys, sidewalks, trails and any other public grants, dedications and easements relating to street, pedestrian, or travel purposes within the city.
- E. *Subject property* means the public street, alley, sidewalk, trail, and/or any other public property or easement, or portion thereof, sought to be vacated.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.040. Initiation of proceedings.

A vacation may be initiated in two ways:

- A. A resolution of the city council.
- B. A petition of the owners of more than two-thirds of the property abutting or underlying the subject property as may be applicable.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

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12.44.050. Petition by owners.

The owners of an interest in real estate abutting upon or underlying public ROW may petition the city council for vacation thereof in accordance with requirements of this chapter.

- A. The petitioner shall apply for a vacation by submitting the following to the city clerk:
 - 1. A vacation petition with supporting affidavits on forms provided by the city.
 - 2. A diagram of the location and a survey of the subject property and immediate area of the proposed vacation including the abutting and/or underlying properties, all prepared by a licensed surveyor registered in the State of Washington.
 - 3. A legal description of the subject property prepared by a licensed surveyor registered in the State of Washington.
 - 4. For each abutting and underlying property and petitioner, a title report indicating the extent and type of ownership and providing a legal description of the petitioner's property.
 - 5. The vacation fees as established by this chapter and city ordinance.
 - 6. Any additional information or material the city determines is reasonably necessary for the city council to understand, consider and evaluate the requested vacation.
- B. The petition shall be filed with the city clerk and shall be signed by owners of more than two-thirds of the property abutting the subject property (based on front footage) or underlying the subject property (based on square footage).
- C. The city clerk shall determine the petition's compliance with this chapter. For the purpose of determining the sufficiency of signatures of owners of private property on a petition or a consent to vacate determined by the city council, the following rules shall govern as applicable:
 - 1. The signature of an owner of property shall be as set forth in the King County assessor records and confirmed by a title report.
 - 2. In the case of a property subject to a contract of purchase, the signature of the contract grantor and grantee shall be required.
 - 3. In the case of property ownership by corporation or similar entity, the signature of the officer authorized by the bylaws and resolution of the board of directors evidenced by an excerpt of the bylaws and copy of the resolution, each duly certified by the secretary of the corporation, and granting such authority.
 - 4. In the case of property owned or controlled by an estate, guardian or conservator of a decedent or incompetent, the signature of the duly qualified administrator, executor or guardian accompanied by a duly certified copy of his/her judicial appointment or designation.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.060. Resolution by council.

The city council may initiate vacation procedures of public ROW by resolution, which shall contain a legal description and a survey of the subject property, and such other information as the city council may determine appropriate.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

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(Supp. No. 1)

12.44.070. Appraisals.

Determinations of fair market value of the subject property shall be made by MAI appraisal of the subject property at the direction of the city manager or designee. Petitioners shall pay the cost of all such appraisals as established in MMC 12.44.080. Such appraisals shall take into account the full value of the released rights and of any rights retained by the city for future use(s) which would restrict the private use of the vacated property.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.080. Petition fees and costs; compensation.

- A. The petition, properly signed, shall be filed with the city clerk and accompanied by payment of the application fee and the estimated appraisal cost, which amounts shall be paid into the general fund of the city to defray the costs and expenses incurred by the city to: appraise the subject property, determine the sufficiency of the petition, evaluate and investigate the petition, and report the facts, circumstances and conclusions concerning the petition to the city council. Fees and costs shall not be returned or refunded to the petitioners regardless of the city council's action on the petition.
- B. The amount of the fees and costs due upon filing shall be as follows:
 - 1. The minimum application fee established by the city's then current fee schedule.
 - 2. An appraisal fee deposit of \$2,500.00, which may be adjusted by the city manager up to the amount of the MAI appraisal bid or estimate submitted to the city.
- C. In the event that the application fee and/or the appraisal costs set forth in subsection (B) of this section is insufficient to reimburse the city for all of the city's costs and expenses incurred in relation to the petition, the balance shall be paid by the petitioner immediately upon receipt of the city's invoice.
- D. In the event the vacation is granted by the city council, the petitioner shall immediately pay upon receipt of an invoice the amount required by the city council as compensation for the area being vacated as provided in MMC 12.44.180. A vacation ordinance shall not be effective until such time as the petitioner pays all sums due to the city, including all compensation due to the city for the vacation and all costs and expenses of the city in processing the petition. The city shall not record an approved vacation ordinance until such time as all such compensation, fees, costs and reimbursements are paid in full. If any portion of such amount remains unpaid for 30 days after submittal of a final invoice to the petitioner, the city council shall rescind and vacate the approved vacation ordinance.
- E. In the event that the city council initiates a vacation, fees shall not be required unless council directs otherwise.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.090. Date of public hearing.

Upon determining the application for vacation is complete, or upon passage of a resolution by the city council seeking vacation, the council shall, by resolution, fix a time when the city will hold a public hearing on the proposed vacation. The hearing will be not more than 60 days nor less than 20 days after the date of passage of the resolution scheduling the public hearing.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

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(Supp. No. 1)

12.44.100. Notice of public hearing.

- A. Upon the passage of the council resolution fixing the date and time for a public hearing, the city clerk shall give 20 days' notice of the pendency of the petition.
- B. The hearing notice shall contain the following information: a statement that a petition has been filed to vacate the subject property; the date, time and place fixed for the hearing of the petition; that interested persons may appear at the hearing and be heard for or against the petition; and that interested persons may submit written comment to the city clerk prior to or at the hearing.
- C. The city clerk shall post and distribute the hearing notice as follows:
 - 1. A copy shall be posted in three conspicuous public places in the city.
 - 2. A copy shall be posted in a conspicuous place on the subject property or at a nearby location that can be viewed by the public.
 - 3. A copy shall be posted on the city's website.
 - 4. A copy shall be published in the official newspaper of the city.
 - 5. A copy shall be mailed to each owner of property within 300 feet of the subject property, including all the petitioners, at a local address if a resident of the city, or otherwise to the last address showing on the records of the King County assessor.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.110. Protest.

If 50 percent of the abutting property owners file written objection to a city council-initiated vacation with the city clerk prior to the time of the hearing, the city council shall be prohibited from proceeding with the vacation.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.120. Staff report.

- A. The planning manager and/or public works director or their designee(s) shall prepare a staff report which shall identify and address the requirements of this section, the vacation criteria in MMC 12.44.140, and all other pertinent issues raised by or resulting from the vacation. The staff report shall be presented to the city council at the public hearing and as otherwise requested, appropriate or necessary, and may be supplemented as needed.
- B. In preparing the staff report, the manager and/or director shall solicit comments and input from each of the city's departments, and may solicit comments and input from other governmental agencies and entities, from utility providers having an interest or jurisdiction concerning utilities within the boundaries of the city, and from nearby or affected city residents.
- C. The staff report shall minimally contain the following information:
 - 1. All application materials submitted by the petitioner.
 - 2. All comments regarding the vacation received by the city prior to distribution of the staff report.
 - 3. Maps, diagrams and other information pertinent to and helpful for the city council's review, understanding and decision.

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(Supp. No. 1)

4. An analysis and evaluation of the proposed vacation relative to the following: the provisions of this chapter; applicable provisions of the MMC and Medina Comprehensive Plan, specifically including zoning and land use regulations; prior and pending vacations in the vicinity; and pertinent state laws and regulations.
 5. A recent appraisal of the subject property in accordance with MMC 12.44.070.
 6. A recommendation of the appropriate city council action regarding the petition.
- D. Not less than five days prior to the hearing, the city clerk shall distribute the staff report to the city council and staff, each petitioner, and anyone submitting comments to the city regarding the petition or making a written request for a copy of the staff report.
- (Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.130. Hearing.

- A. At the day and time appointed for the hearing of the petition or city council resolution, or at such other day and time as the same may be continued or adjourned to by the city council, the matter shall be considered and persons desiring to speak for or against the vacation shall be heard in accordance with the council's usual rules.
- B. The city council may deliberate on the merits of the petition in accordance with its usual rules, may adjourn from time to time and may recess to executive session as needed, may require additional information and evaluation from any petitioner or city staff, and may continue and resume the hearing as appropriate. At the conclusion of the city council's deliberations, the city council shall decide the petition in accordance with MMC 12.44.170.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.140. Vacation criteria.

- A. In determining whether to vacate the subject property, the city council shall consider, but shall not be limited to, the following criteria:
 1. Whether a change of use or vacation of the subject property will provide a benefit to the city as determined by the council, including but not limited to any of the following examples: reduction of unnecessary ROW; preservation of streetscape character; expanding the city's property tax roll; addressing neighborhood requests related to traffic impacts; better accommodation of pedestrians, bicyclists, motorists and/or emergency responders; reservation of an easement will accommodate the city's current or projected needs.
 2. Whether the subject property is no longer required for public use or public access.
 3. Whether the substitution of a new and different public way would be more or less useful to the city and/or the public.
 4. Whether conditions may or could change in the future, creating or providing a greater or different public use or need than presently exists.
 5. Whether existing property access will be restricted or denied as a result of the vacation.
 6. Whether objections to the petition or proposed vacation are made by (i) owners of private property (exclusive of petitioners) abutting or in proximity to the subject property, (ii) governmental agencies, (iii) private users of the subject property, and/or (iv) members of the general public.

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(Supp. No. 1)

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.150. Right to condition a vacation and reserve public uses or easements.

Ordinances vacating all or any portion of the subject property may contain and require:

- A. Conditions on the allowed use(s) that the city council determines to be in the public interest.
- B. Provisions reserving, retaining or requiring conveyance of easements for any public use or purpose, including without limitation construction, repair and maintenance of existing and future public utilities and services.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

12.44.160. Limitations on waterfront streets.

- A. The city council shall not vacate public ROW governed by this chapter if any portion of the subject property abuts a body of fresh or salt water, unless:
 - 1. The vacation is sought to enable the city to acquire the subject property for port purposes, beach or waterfront access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses; or
 - 2. The city council, by resolution, declares that the subject property is not presently being used as a street, alley or public easement and that the subject property is not suitable for any of the following purposes: port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or
 - 3. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the subject property abuts, had the subject property included in the plan not been vacated.
- B. Before adopting a resolution vacating the subject property under subsection (A)(2) of this section, the city shall:
 - 1. Compile an inventory of all rights-of-way within the city that abut the same body of water that is abutted by the subject property;
 - 2. Conduct a study to determine if the subject property is suitable for use by the city for any of the following purposes: port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education; and
 - 3. Make a finding that the subject property is not suitable for any of the purposes listed under subsection (B)(2) of this section, and the vacation is in the public interest.
- C. No vacation under this section shall be effective until the fair market value has been paid for the subject property and any other applicable provisions of this chapter have been met.
- D. Moneys received from the vacation may be used by the city only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

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(Supp. No. 1)

12.44.170. City council decision.

The city council may grant or deny the petition in whole or in part and with or without conditions, reservations or requirements as the city council determines appropriate. Following the public hearing and conclusion of its deliberations, the city council shall either:

- A. Adopt an ordinance granting the vacation; or
- B. Adopt an ordinance denying the vacation; or
- C. Adopt a resolution of intent to vacate stating that the city council will, by ordinance, grant the vacation if the applicant meets specified conditions within 90 days, unless otherwise specified in the resolution.

12.44.180. Compensation for vacation.

- A. Ordinances vacating any public ROW shall not be adopted by the city council until the owners of the property abutting the subject property shall compensate the city in the amount required by this subsection.
- B. Monetary compensation to be paid to the city in an amount of up to one-half of the appraised value for the subject property; provided, that compensation may be required in an amount of up to the full appraised value of the subject property if any of the following applies to the street, alley, or public easement:
 - 1. The subject property has been part of a dedicated public right-of-way for 25 years or more; or
 - 2. The subject property or portions thereof were acquired at public expense; or
 - 3. The subject property abuts a body of water as outlined in MMC 12.44.160
- C. In lieu of payment for monetary compensation, the petitioners may grant or dedicate to the city for street or other purposes, real property useful for that purpose where the property to be acquired by such exchange has a fair market value of at least equal to the amount of cash compensation that would otherwise be required.
 - 1. The city shall not be obligated to accept such an exchange and the decision of the city manager on the acceptability of the alternative property offered shall be final.
- D. Where a vacation was initiated by city council resolution, abutting property owners may not be required to make payment to the city for such vacation where:
 - 1. The street, alley or public easement was not acquired at city expense;
 - 2. The city determines the street, alley or public easement is not needed for public travel either now or in the foreseeable future;
 - 3. The city's maintenance or upkeep of the subject property is unrelated to any use of the street, alley, or public easement for public travel.
- E. Where a vacation is applied for by or on behalf of another governmental agency or jurisdiction, the city council may waive any compensation required by this Code and may also waive filing fees, if the council deems such a waiver to be in the public's interest and advantage.
 - 1. A vacation of property in which compensation has been waived on behalf of a governmental agency or jurisdiction shall be accompanied by a covenant providing the city shall be compensated by the fair market value of the interest conveyed or vacated at the time of any future sale or lease of the subject property by said other governmental agency.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)

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12.44.190. Title to vacated public ROW.

Title to any vacated portion of the subject property shall pass in accordance with Washington State statutory and common law governing title to vacated rights-of-way.

(Ord. No. 1003 , § 1(Exh. A), 7-12-2021)



CITY OF MEDINA

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

STAFF ANALYSIS AND RECOMMENDATION LIANG STREET VACATION

Prepared by: Stephanie Keyser, AICP, Planning Manager
Date: November 3, 2021

Summary of Recommendation: Preliminarily approved, subject to conditions.

PART 1 – GENERAL INFORMATION

LOCATION: 442 Upland Road

ADJACENT TAX PARCEL NUMBER: 383550-2385

PROPERTY OWNERS: Kenneth and Laura Liang

APPLICANT: Jim Dearth of Ripple Design Studio (agent)

LEGAL DESCRIPTION OF AREA REQUESTED TO BE VACATED:

A PORTION OF HARMON AVE PER PLAT OF KENWOOD PARK AS RECORDED IN BOOK 8 OF PLATS ON PAGE 26, IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS; ALL THAT PORTION OF SAID HARMON AVE LYING IN FRONT OF LOTS 4 AND 5, BLOCK 15 OF SAID KENWOOD PARK; EXCEPT THE SOUTHWESTERLY 15 FEET ADJOINING LOT 5; EXCEPT THAT PORTION OF HARMON AVE VACATED UNDER THE CITY OF MEDINA ORDINANCE NO. 804, RECORDED NOVEMBER 2, 2007, UNDER RECORDING NO. 20071102000049.

PETITION: Vacate 510 square feet of right-of-way abutting Liang property

ZONING: Single Family Residence (R-16)

COMPREHENSIVE PLAN DESIGNATION: Single Family Residential

CRITICAL AREAS: Steep slope

ENVIRONMENTAL (SEPA) REVIEW: Exempt per WAC 197-11-800(2)(i)

EXHIBITS:

1. Staff Report
2. Street Vacation Petition, received August 23, 2021
3. Survey and Legal Description, received August 23, 2021
4. Title Report and Map, dated August 18, 2021
5. Payment form for Appraisal, received August 23, 2021
6. Appraisal from Sherwood Appraisals, September 23, 2021
7. Legal Notices
 - a. Notice of Hearing, dated September 16, 2021
8. Resolution 419, passed September 13, 2021
9. Simple Street Vacation Map, received October 21, 2021
10. Liang response to Sherwood Appraisals, received via email October 25, 2021

PART 2 – SITE CHARACTERISTICS

EXISTING CONDITIONS: The property is currently being redeveloped with a new single-family residence and related site improvements.

SURROUNDING ZONING:

Direction	Zoning	Present Use
North	R-16 District	Residential
South	R-16 District	Residential
East	R-20 District	Residential
West	R-16 District	Residential

ACCESS: Ingress and egress is from Upland Road.

PART 3 – STAFF ANALYSISGENERAL:

1. Kenneth and Laura Liang are the owners and taxpayers of record of the properties identified as 442 Upland Road (tax parcel nos. 383550-2385) according to the title report (Exhibit 4) and the King County Assessor.
2. The owners are requesting to vacate 510 square feet of right-of-way adjacent to the south-west corner of their property.

LIANG PROPERTY BACKGROUND:

3. In 2019 a redevelopment project for 442 Upland Road was submitted to the City (Building Permit B-19-087; Construction Activity Permit CAP-19-014; Grading and Drainage Permit ENG-GD-19-030; and Tree Activity Permit TREE-19-081). During zoning review, it was discovered that the subject property was composed of two separate parcels (383550-2260 and 383550-2385). Medina's zoning code is based upon individual parcels which determine how setbacks are measured and structural and impervious surface calculations are determined. As such, a building cannot be built across parcel lines even if both parcels are under the same ownership.
4. To correct this, the applicant submitted a Lot Line Adjustment (P-LLA-20-001) to combine the two parcels that made up 442 Upland into one 39,290 square foot lot. The City issued a preliminary decision approving the Lot Line Adjustment on March 19, 2020.
5. On May 21, 2020, the Lot Line Adjustment was recorded by King County and the applicant provided the City with a copy of the document as required by the code (MMC 16.73.140).
6. In August 2020, the City was notified that the owners had purchased 438 Upland Road, which was the adjacent lot south of 442. The scope of work would be revised to include this new parcel; thus building permit B-19-087 became void.
7. The applicant submitted a second Lot Line Adjustment (P-LLA-20-003) to combine the new 442 Upland (39,290 square feet) with 438 Upland (20,190 square feet); a new building permit

(B-20-059) was also submitted. The City issued a preliminary decision approving the second Lot Line Adjustment on December 4, 2020, to create a new 59,480 square foot lot.

8. On June 10, 2021, the Lot Line Adjustment was record by King County and the applicant provided the City with a copy of the document as required by the code (MMC 16.73.140).

DEVELOPMENT STANDARDS RELATING TO VACATION PETITION:

9. 442 Upland Road is zoned R-16 and the minimum net lot area in the R-16 zoning district is 16,000 square feet pursuant to Table 16.22.020. At 59,480 square feet, this parcel exceeds the minimum square footage requirement for this zoning district.
 - a. If the petition to vacate the 510 square feet is approved, this would result in 442 Upland Road being increased to a total size of 59,990 square feet. The additional square footage would not allow a fourth lot to be created, for which 64,000 square feet would be needed. If, in the future, the current owners or future owners decided to demolish the house currently being constructed, they could then subdivide the combined property into a maximum of three lots.
10. Table 16.22.030 sets forth the minimum setbacks by lot size. Lots exceeding 20,000 square feet in area are required to have front and rear property line setbacks of 30 feet and side property line setbacks of the greater of 10 feet or 15 percent of the lot width, not to exceed 20 feet. The average width is utilized to establish the side yard setbacks: 276 feet at the widest point, 242 feet at the narrowest point along Overlake Drive East for an average width of 259 feet ($276 + 242 = 518 / 2 = 259$). Utilizing the average width, the property has a required side yard setback of 20 feet ($259 * 15\% = 38.85$; $20 < 38.85$).
 - a. If the petition to vacate the 510 square feet is approved, the setback dimensions themselves will not change, however the front setback will be straightened out. Figure 1 is taken from the site plan of the approved building permit (B-20-059). The red line is the front yard setback that parallels the front property line, following that jog to the east along the southwestern portion of the lot. Figure 2 highlights the area of the petition request as well as what the front setback line would be if the petition is granted. Again, there is no change in the dimension, just the location.

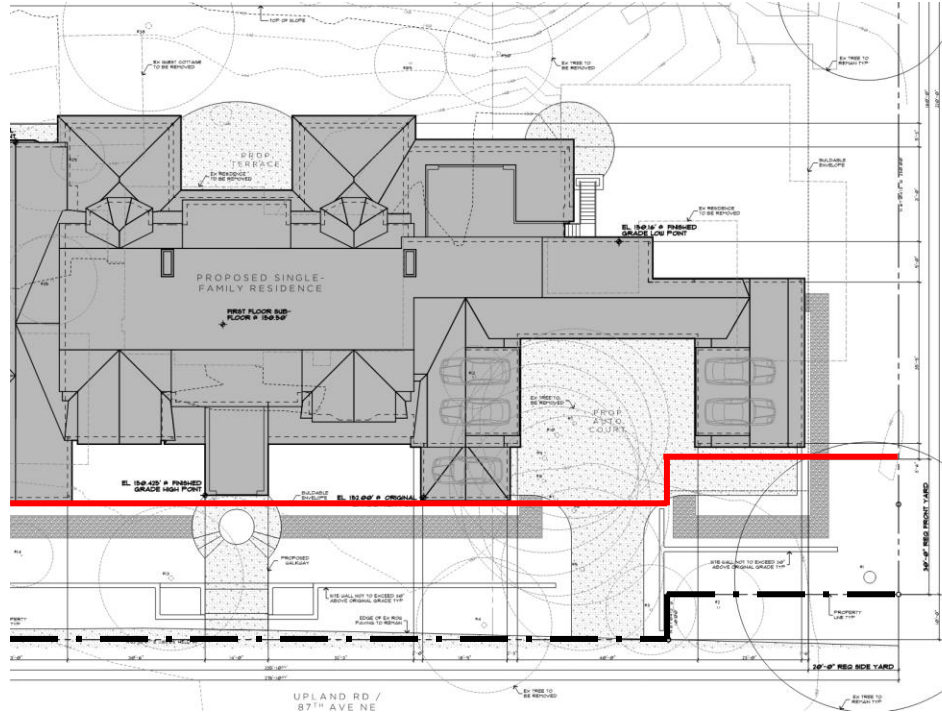


Figure 1. Existing. Approved site plan from building permit (B-20-059). The black line is the front property line, and the red line is the existing front yard setback

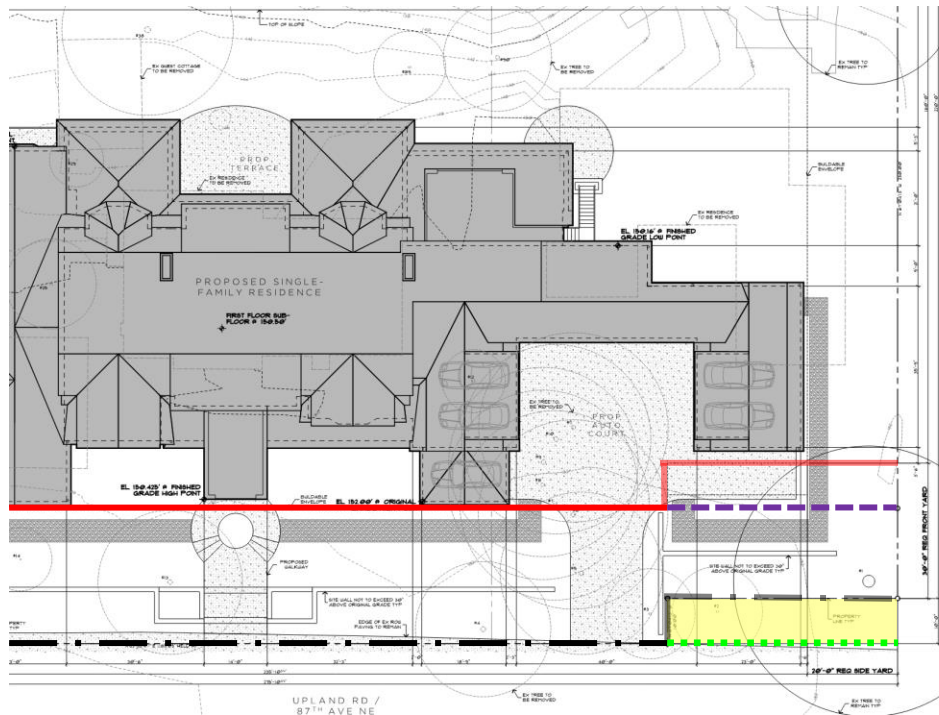


Figure 2. Request. The petition request is highlighted in yellow with the new property line in green and the new location of the front yard setback is shown in purple.

11. Table 16.23.020(A) sets forth structural coverage standards for lots zoned R-16. Under the current code, this parcel would have a maximum structural coverage of 21% of the lot. However, this project was vested prior to the most recent amendment to the bulk regulations on June 14, 2021. Thus, the maximum structural coverage for this lot is 25% or 14,870 square feet. The approved building plans have the structural coverage at 20.2% of the lot, or 12,040 square feet.
- a. If the petition to vacate the 510 square feet is approved, the new maximum structural coverage for this lot would be 14,997.5 square feet. What is currently being built is under the maximum for this parcel and the new maximum structural allowance would have little to no impact on the project. Once this project is completed, any future construction projects would be subject to the current zoning code of 21% structural coverage. If the vacation petition is approved, that would be 12,598 square feet ($59,990 \times .21 = 12,597.9$).
12. Table 16.23.020(A) sets forth impervious surface coverage standards for lots zoned R-16. The maximum impervious surface for this lot is 55% or 32,713 square feet. The current project is utilizing 26.49% or 15,760 square feet of impervious surface.
- a. If the petition to vacate the 510 square feet is approved, the new maximum impervious surface would be 32,995 square feet. Again, this increase would have little to no impact on the current project as what has been permitted is well under the maximum threshold.

APPRAISAL

13. MMC 12.44.070 requires the City to obtain an appraisal on the right-of-way which is the subject property of a vacation petition. Jeffrey A. Sherwood of Sherwood Appraisals performed the appraisal at the city's request (Exhibit 6) and determined the fair market value of the 510 square feet to be \$127,500 as of September 23, 2021.
14. Staff forwarded the appraisal to the applicant for review. On October 25, 2021, the City received an objection to the appraisal from the applicant (Exhibit 10).

PUBLIC AND AGENCY COMMENTS

15. Staff sent the vacation petition to the Police and Public Works Department and neither had comments or concerns on the proposal.
16. As of the date of this staff report, there have been no public comments.

STATE ENVIRONMENTAL POLICY ACT:

17. A street vacation petition is exempt from environmental (SEPA) review and threshold determination pursuant to WAC 197-11-800(2)(i).

TREES

18. There are no trees on the 510 square feet of right-of-way that is part of the vacation petition. A tree is located on the southwest corner of 442 Upland Road and that tree has been identified as being retained on the tree activity permit (TREE-19-081). Figure 3 uses the Simple Street

Vacation Map (Exhibit 9) to identify the requested area for vacation and the location of the tree.



Figure 3. Simple Street Vacation Map (Exhibit 9) on top a parcel image from King County Accessor's iMap (accessed November 3, 2021) showing the location of the tree and the 510 square feet of the vacation request.

UTILITIES

19. There are no utility easements in the 510 square feet of right-of-way that is the subject property.

STREET VACATION PETITION

20. Pursuant to MMC 12.44 and RCW Chapter 35.79, a street vacation petition may be brought by the owners of more than two-thirds of the property abutting the subject property and the City Council may initiate the vacation procedure by adopting a resolution setting the public hearing on the vacation no more than 60 days and no less than 20 days after the passage of the resolution.
21. Ken and Laura Liang are the owners of more than two-thirds of the 510 square feet of right-of-way that is the subject property for their street vacation request.
22. On September 13, 2021, Medina City Council adopted Resolution 419 (Exhibit 8) setting the date of the public hearing on the Liang vacation petition for November 8, 2021.

23. MMC 12.44.140 sets forth six criteria that the City Council shall consider, but not be limited to, when determining whether to grant the vacation request. Each criteria is state below follow by comment of the applicant and Staff.

- a. *Whether a change of use or vacation of the subject property will provide a benefit to the city as determined by the council, including but not limited to any of the following examples: reduction of unnecessary ROW; preservation of streetscape character; expanding the city's property tax roll; addressing neighborhood requests related to traffic impacts; better accommodation of pedestrians, bicyclists, motorists and/or emergency responders; reservation of an easement will accommodate the city's current or projected needs.*

APPLICANT RESPONSE: The benefit provided will be multi-fold. A reduction of unnecessary ROW (both adjacent lots have smaller ROW), the entirety of the 442 property will have a consistent ROW as does each lot on this street, and this will expand the city's property tax roll.

STAFF ANALYSIS: If granted, the benefit to the City would be the added tax roll value.

- b. *Whether the subject property is no longer required for public use or public access.*

APPLICANT RESPONSE: With the recent vacation of the adjacent property to the south (426 87th/Upland) the requested portion of the 438 property became less accessible and useful as public property, and does not currently provide public access.

STAFF ANALYSIS: The location of the subject property is such that the public access it provides is solely for the abutting parcel.

- c. *Whether the substitution of a new and different public way would be more or less useful to the city and/or the public.*

APPLICANT RESPONSE: The vacated portion of Upland Drive will be more useful due to the consistency of the right of way.

STAFF ANALYSIS: The public way would be narrowed but would mirror prior street vacations.

- d. *Whether conditions may or could change in the future, creating or providing a greater or different public use or need than presently exists.*

APPLICANT RESPONSE: This requested vacation will align with other properties along this road so any future changes to the ROW will likely affect all properties with no additional detriment due to this vacation.

STAFF ANALYSIS: It is unlikely that conditions will change in the future to create a greater or different public use than the present use as an access to a single-family property.

- e. *Whether existing property access will be restricted or denied as a result of the vacation.*

APPLICANT RESPONSE: The vacated portion of Upland Drive will not restrict or deny access to any properties.

STAFF ANALYSIS: The subject property will not restrict or deny property access if the petition is granted.

- f. Whether objections to the petition or proposed vacation are made by (i) owners of private property (exclusive of petitioners) abutting or in proximity to the subject property, (ii) governmental agencies, (iii) private users of the subject property, and/or (iv) members of the general public.*

APPLICANT RESPONSE: No objections have been made to our knowledge. Recent street vacation(s) in the immediate vicinity suggest that there is general support by neighboring properties.

STAFF ANALYSIS: The City has received no written objection to this vacation as of the date of this staff report.

COMPENSATION FOR VACATION

24. MMC 12.44.180(B) and RCW 35.79 require monetary compensation to be paid to the City in an amount of up to one-half of the appraised value for the subject property, with compensation required in an amount up to the full appraised value of the subject property if any of the following applies to the right-of-way:

1. The subject property has been part of a dedicated public right-of-way for 25 years or more; or
2. The subject property or portions thereof were acquired at public expense; or
3. The subject property abuts a body of water as outlined in MMC 12.44.160.

25. The subject property meets the first criterion as it has been part of the City's public right-of-way for 25 years or more. Thus, compensation may be required up to the full appraised value of the subject property.

PART 4 – CONCLUSION

- A. Pursuant to MMC 12.44.170 and RCW Chapter 35.79, the City Council has the authority to grant or deny the petition in whole or in part and with or without conditions, reservations or requirements as the Council deems appropriate.
- B. Notices for this requested vacation and public hearing has been provided as required. On September 16, 2021, notice was posted on the subject property, mailed to surrounding property owners within 300 feet, posted on the three public notice boards, posted on the City's website, and published in the Seattle Times newspaper, more than 15 days prior to the date of the hearing (Exhibit 7a).
- C. Pursuant to MMC 12.44.140, the City Council shall consider, but not be limited to the following criteria. The staff conclusions as to the applicability of those criteria follow.

1. *Whether a change of use or vacation of the subject property will provide a benefit to the city as determined by the council, including but not limited to any of the following examples: reduction of unnecessary ROW; preservation of streetscape character; expanding the city's property tax roll; addressing neighborhood requests related to traffic impacts; better accommodation of pedestrians, bicyclists, motorists and/or emergency responders; reservation of an easement will accommodate the city's current or projected needs.*

CONCLUSION: The subject property would add to the City's property tax roll, would make the right-of-way a uniform width along Upland Road, and would result in compensation to the City for the right-of-way.

2. *Whether the subject property is no longer required for public use or public access*

CONCLUSION: The subject property currently provides single-family residential ingress and egress to the properties along Upland Road and would serve the same function in the future.

3. *Whether the substitution of a new and different public way would be more or less useful to the city and/or the public*

CONCLUSION: The vacation would likely not cause the need for or result in a new or different public way.

4. *Whether conditions may or could change in the future, creating or providing a greater or different public use or need than presently exists*

CONCLUSION: It is unlikely that the single-family residential use along Upland Road will foreseeably change in the future. Thus, it is unlikely that conditions will change in a manner that will create a greater or different use or need than presently exists.

5. *Whether existing property access will be restricted or denied as a result of the vacation.*

CONCLUSION: Property access would not be restricted or denied as a result of the vacation.

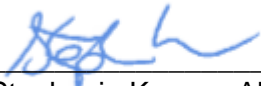
6. *Whether objections to the petition or proposed vacation are made by (i) owners of private property (exclusive of petitioners) abutting or in proximity to the subject property, (ii) governmental agencies, (iii) private users of the subject property, and/or (iv) members of the general public.*

CONCLUSION: As of the date of this staff report, no objections have been filed.

PART 5 – STAFF RECOMMENDATION

Staff recommends **approval** of the petition to vacate 510 square feet of right-of-way adjacent to 442 Upland Road, Medina, Washington as described in the vacation petition, subject to the following conditions:

1. In the event the vacation is granted by the City Council, the petitioner shall immediately pay to the City upon receipt of an invoice the amount required by the Council as compensation for the vacated consistent with the appraisal thereof.
2. A vacation ordinance shall not be effective until such time as the petitioner pays all sums due to the City, including all compensation due to the City for the vacation and all costs and expenses of the City in processing the petition. The City shall not authorize recording an approved vacation ordinance until such time as all such compensation, fees, costs and reimbursements are paid in full.
3. If any portion of such amount remains unpaid for 30 days after submittal of a final invoice to the petitioner, the City Council shall rescind and vacate the approved vacation ordinance.



Stephanie Keyser, AICP
Planning ManagerDate: 11/03/2021



**DEVELOPMENT
SERVICES**

STREET VACATION PETITION CHECKLIST

501 EVERGREEN POINT ROAD MEDINA, WA 98039
PHONE: 425-233-6414/6400

This checklist contains the minimum submission requirements for a street vacation petition that are due at the time of submittal. Please note that not all items listed may apply to your submittal.

STREET VACATION PETITION REQUIREMENTS

<input checked="" type="checkbox"/>	Street Vacation Petition
<input checked="" type="checkbox"/>	A diagram of the location and a survey of the subject property and immediate area of the proposed vacation including the abutting and/or underlying properties, all prepared by a licensed surveyor registered in the state of Washington.
<input checked="" type="checkbox"/>	A legal description of the subject property prepared by a licensed surveyor registered in the state of Washington.
<input checked="" type="checkbox"/>	For each abutting and underlying property and petitioner, a title report indicating the extent and type of ownership and providing a legal description of the petitioner's property.
<input checked="" type="checkbox"/>	Payment for appraisal form signed
	<p>Mailing labels – Word doc formatted to Avery address labels</p> <p><input checked="" type="checkbox"/> Mailing labels containing the names of property owners and their mailing addresses for all properties within 300 feet.</p> <p><input checked="" type="checkbox"/> Vicinity map showing the site with the 300' or three (3) parcels depth minimum buffer of property owners who will be notified of the petition.</p>


**DEVELOPMENT
SERVICES**
**STREET VACATION
PETITION**

501 EVERGREEN POINT ROAD MEDINA, WA 98039
PHONE: 425-233-6414/6400

Complete this form for the following:

- When applying for a street vacation pursuant to RCW Chapter 35.79 and MMC 12.44

General Information


Applicant Name: JIM DEARTH	Email: PROJECTS@RIPPLEDESIGNSTUDIO.COM
Contact Phone: 206.913.2333	Alternative Phone:
Mailing Address: 4303 STONE WAY N	City: SEATTLE State: WA Zip: 98103
Applicant's Interest in Property: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Purchaser <input type="checkbox"/> Other:	
Property Owner's Name (If other than Applicant): KEN LIANG	Email: kenliangman@gmail.com
Contact Phone: 818.817.1922	Alternative Phone:
Mailing Address: 442 UPLAND DR	City: MEDINA State: WA Zip: 98039
Subject Property Address: 442 UPLAND DR	
Legal Description: SEE ATTACHED	
Tax Parcel Number: 383550-2385	Size of subject property to be vacated (in square feet): 510 SF
Zoning District: <input checked="" type="checkbox"/> R-16 <input type="checkbox"/> R-20 <input type="checkbox"/> R-30 <input type="checkbox"/> SR-30 <input type="checkbox"/> Public <input type="checkbox"/> NA (Neighborhood Auto)	
Does the subject property abut any body of water? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe:	

Certification

I certify under the penalty of perjury that I am the owner of the above property or the duly authorized agent of the owner(s) acting on behalf of the owner(s) and that all information furnished in support of this application is true and correct.

Property Owner's Signature 

Date 8/17/2021

Applicant's Signature 

Date 6 AUGUST 2021

COMPLETE LEGAL DESCRIPTION

ADJUSTED PARCEL M

LOTS 1, 2, 36 AND 37, BLOCK 15, KENWOOD PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON.

TOGETHER WITH PARCEL A, CITY OF MEDINA, BOUNDARY LINE ADJUSTMENT NUMBER 2006-01, RECORDED UNDER RECORDING NUMBER 20070201900008, IN KING COUNTY, WASHINGTON, BEING A PORTION OF LOTS 19, 20 AND 21, BLOCK 12, OF SAID PLAT OF KENWOOD PARK;

TOGETHER WITH VACATED "E" STREET AND PORTION OF VACATED UPLAND ROAD AS WOULD ATTACH BY OPERATION OF LAW;

TOGETHER WITH LOTS 3, 4, 5, 33, 34 AND 35, BLOCK 15, OF SAID PLAT OF KENWOOD PARK;

EXCEPT THE SOUTHWESTERLY 15 FEET OF LOTS 5 AND 33;

TOGETHER WITH ALL OF VACATED HARMON AVENUE (87TH AVENUE NORTHWEST) AS SHOWN ON SAID PLAT LYING IN FRONT OF SAID LOT 3;

TOGETHER WITH ADJOINING PROPERTY VACATED UNDER THE CITY OF MEDINA ORDINANCE 804 RECORDED NOVEMBER 2, 2007 UNDER RECORDING NO. 20071102000047.

Vacation Criteria

The following is a list of criteria that council shall consider when determining whether to vacate the subject property. Please respond to each item by providing as much detailed information as possible to support your request. Attach more pages if necessary.

1. **Whether a change in use or vacation of the subject property will provide a benefit to the city as determined by the council, including but not limited to any of the following examples: reduction of unnecessary ROW; preservation of streetscape character; expanding the city's property tax roll; addressing neighborhood requests related to traffic impacts; better accommodation of pedestrians, bicyclists, motorists and/or emergency responders; reservation of an easement will accommodate the city's current or projected need.**

THE BENEFIT PROVIDED WILL BE MULTI-FOLD; A REDUCTION IN UNNECESSARY R.O.W. (BOTH ADJACENT LOTS HAVE SMALLER ROW), THE ENTIRETY OF THE 442 PROPERTY WILL HAVE A CONSISTENT R.O.W. AS DOES EACH LOT ON THIS STREET, AND THIS WILL EXPAND THE CITY'S PROPERTY TAX ROLL.

2. **Whether the subject property is no longer required for public use or public access.**

WITH THE RECENT VACATION OF THE ADJACENT PROPERTY TO THE SOUTH (426 87TH/UPLAND), THE REQUESTED PORTION OF THE 438 PROPERTY BECAME LESS ACCESSIBLE AND USEFUL AS PUBLIC PROPERTY, AND DOES NOT CURRENTLY PROVIDE PUBLIC ACCESS.

3. **Whether the substitution of a new and different public way would be more or less useful to the city and/or the public.**

THE VACATED PORTION OF UPLAND DRIVE WILL BE MORE USEFUL DUE TO THE CONSISTENCY OF THE RIGHT OF WAY.

4. **Whether conditions may or could change in the future, creating or providing a greater or different public use or need than presently exists.**

THIS REQUESTED VACATION WILL ALIGN WITH OTHER PROPERTIES ALONG THIS ROAD SO ANY FUTURE CHANGES TO THE R.O.W. WILL LIKELY AFFECT ALL PROPERTIES WITH NO ADDITIONAL DETRIMENT DUE TO THIS VACATION.

5. **Whether existing property access will be restricted or denied as a result of the vacation.**

THE VACATED PORTION OF UPLAND DRIVE WILL NOT RESTRICT OR DENY ACCESS TO ANY PROPERTIES.

6. **Whether objections to the petition or proposed vacation are made by (i) owners of private property (exclusive of petitioners) abutting or in proximity to the subject property, (ii) governmental agencies, (iii) private users of the subject property, and/or (iv) members of the general public.**

NO OBJECTIONS HAVE BEEN MADE TO OUR KNOWLEDGE. RECENT STREET VACATION(S) IN THE IMMEDIATELY VICINITY SUGGEST THAT THERE IS GENERAL SUPPORT BY NEIGHBORING PROPERTIES.

PETITION NO. _____
CITY OF MEDINA, WASHINGTON
PETITION TO VACATE STREET OR ALLEY

To the City Council of the City of Medina, Washington.


We, the owners of two-thirds of the real property abutting the public street, alley, sidewalk, trail and any other public grant, dedication and easement related to street, pedestrian, or travel purposes within the city, legally described on Page 1 of this Street Vacation Petition, petition the City Council of the City of Media to vacate this public street, alley, sidewalk, trail and any other public grant, dedication and easement related to street, pedestrian, or travel purposes within the city, pursuant to RCW Chapter 35.79 and MMC 12.44.

**Property
Owner #1**

Name KEN LIANG - LIANG LIVING TRUST

Address 442 UPLAND DR, MEDINA, WA 98039

Legal Description SEE ATTACHED

Signature  **Date** 8/17/2021

**Property
Owner #2**

Name _____

Address _____

Legal Description _____

Signature _____ **Date** _____

**Property
Owner #3**

Name _____

Address _____

Legal Description _____

Signature _____ **Date** _____

**Property
Owner #4**

Name _____

Address _____

Legal Description _____

Signature _____ **Date** _____

ALEXANDRA L + JEFFREY A TEPER

432 OVERLAKE DRIVE E

MEDINA, WA 98039

JERRY + MAUREEN HUNTER

508 UPLAND RD

MEDINA, WA 98039

ALEXANDER + JOY STEWART

PO BOX 63

MEDINA, WA 98039

POLLY + WHERRY LAU

1661 HARBOR AVE SW #600

SEATTLE, WA 98126

TRENTON DYKES

426 UPLAND RD

MEDINA, WA 98039

ROBERT RICHMOND

500 86TH AVE NE

MEDINA, WA 98039

STUART + CLAUDIA LERWICK

518 UPLAND ROAD

MEDINA, WA 98039

PETER + TREMPER VAN SANT

8637 NE 6TH ST

MEDINA, WA 98039

STEVEN CHESTNUT

8612 NE 5TH ST

MEDINA, WA 98039

RICHARD + KATHRYN DALZELL

PO BOX 269

MEDINA, WA 98039

JIANG CHANGHUA + YAN YULAN

8629 NE 6TH ST

MEDINA, WA 98039

JEFF + CATHERINE JOHNSON

8622 NE 5TH ST

MEDINA, WA 98039

ANTHONY FUTRELL

NE 4TH ST

MEDINA, WA 98039

LOUIS LUNDQUIST

8621 NE 6TH ST

MEDINA, WA 98039

KIRK ALAN JOHNSON

4301 FOREST AVE SE

MERCER ISLAND, WA 98040

LHAM + FOROUTA MORSHEDZADEH

515 OVERLAKE DRIVE E

MEDINA, WA 98039

SAMEDY OUK

8447 RIDGE ROAD

MEDINA, WA 98039

MEDINA OVERLAKE 1 LLC

PO BOX 4206

BELLEVUE, WA 98009

CYNTHIA GILLISON + ERIC GOLDSBOROUGH

525 OVERLAKE DRIVE E

MEDINA, WA 98039

BRUCE RANSOM

435 UPLAND RD

MEDINA, WA 98039

BRUCE + DENISE NEU

484 OVERLAKE DRIVE E

MEDINA, WA 98039

MING SONG

531 OVERLAKE DRIVE E

MEDINA, WA 98039

NASER ATAEE

439 UPLAND ROAD

MEDINA, WA 98039

JKH FAMILY TRUST

494 OVERLAKE DRIVE E

MEDINA, WA 98039

SUSAN SULLIVAN

1645 RAMBLING LANE

MEDINA, WA 98039

JAY + SUMATHY PATHY

8457 NE 5TH ST

MEDINA, WA 98039

PEACE LAND LLC

520 OVERLAKE DRIVE E

MEDINA, WA 98039

JASON JOSEPH WEBER

446 OVERLAKE DR E

MEDINA, WA 98039

JAMES + KAREN HAAK

8605 NE 5TH ST

MEDINA, WA 98039

PEYMAN KHODABAKHSH

PO BOX 833

BELLEVUE, WA 98009

ARNE M JOSEFSBERG

402 UPLAND RD

MEDINA, WA 98039

JAMES P + CARMEN R NOBLITT

8461 RIDGE ROAD

MEDINA, WA 98039

PETER J + MARTHA C WOODMAN

401 UPLAND RD

MEDINA, WA 98039

KIRK JOHNSON

515 UPLAND RD

MEDINA, WA 98039

MICHAEL JOHNSON

414 UPLAND RD

MEDINA, WA 98039

[illegible]

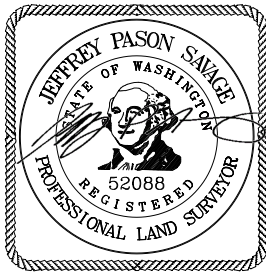
EXHIBIT A

A PORTION OF HARMON AVE PER PLAT OF KENWOOD PARK AS RECORDED IN BOOK 8 OF PLATS ON PAGE 26, IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS;

ALL THAT PORTION OF SAID HARMON AVE LYING IN FRONT OF LOTS 4 AND 5, BLOCK 15 OF SAID KENWOOD PARK;

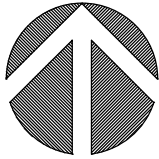
EXCEPT THE SOUTHWESTERLY 15 FEET ADJOINING LOT 5;

EXCEPT THAT PORTION OF HARMON AVE VACATED UNDER THE CITY OF MEDINA ORDINANCE NO. 804, RECORDED NOVEMBER 2, 2007 UNDER RECORDING NO. 20071102000049.



08/20/2021

EXHIBIT B



N.T.S.

10' PORTION OF
RIGHT OF WAY
TO BE VACATED

UPLAND RD
(HARMON AVE)

N 67°04'13" W
10.00'

N 22°55'47" E
33.00'

N 67°04'13" W
30.00'

N 22°55'47" E
6.00'

LOT 3

LOT 4

20' PORTION OF
RIGHT OF WAY
VACATED PER CITY
OF MEDINA
ORDINANCE NO. 804

LOT 5

N 67°04'13" W
220.00'



VACATION
EXHIBIT

438 UPLAND RD
MEDINA, WA 98039

JOB NO. 191875
DATE: 08/20/2021



Terrane

10801 Main Street, Suite 102, Bellevue, WA 98004
phone 425.458.4488 support@terrane.net

www.terrane.net

Commitment for Title Insurance

Title Officer: Eastside Title Unit
Email: CTIBellevueETU@ctt.com
Title No.: 0219164-ETU

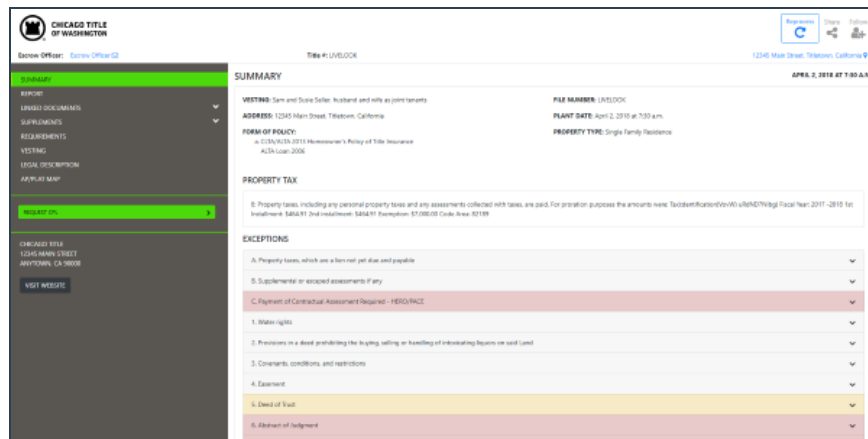
Property Address: 442 87th Avenue NE Medina, WA 98039

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CHICAGO TITLE OF WASHINGTON

Exhibit Officer: [Exhibit Officer 02](#)

Title #: LIVELOOK

12045 Main Street, Tiburon, California

APR 2, 2019 AT 1:00 A.M.

SUMMARY

VESTING: Sam and Susan Teller, husband and wife as joint tenants

ADDRESS: 12045 Main Street, Tiburon, California

FILE NUMBER: LIVELOOK

PLANT DATE: April 2, 2019 at 1:00 a.m.

FORM OF POLICY: A CHICAGO TITLE Insurance's Policy of Title Insurance ALA Loan 2006

PROPERTY TYPE: Single Family Residence

PROPERTY TAX:

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were Tax Identification Number 0219164 Fiscal Year 2017-2018 for Installment \$484.81 2nd installment \$484.81 Exemption \$7,000.00 Code Area 92189

EXCEPTIONS

- A. Property taxes, which are a lien not yet due and payable
- B. Supplemental or escaped assessments if any
- C. Payment of Contractual Assessment Required - HEDYFACE
- 1. Water rights
- 2. Provisions in a deed prohibiting the buying, selling or handling of mineral rights on said land
- 3. Covenants, conditions and restrictions
- 4. Easement
- 5. Deed of Trust
- 6. Abstract of Judgment

CHICAGO TITLE
12045 MAIN STREET
ANYTOWN, CA 98008

[VISIT WEBSITE](#)

Effortless, Efficient, Compliant, and Accessible

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0219164-ETU

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Ripple Design Studio

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
11900 NE 1st St., Suite 110
Bellevue, WA 98005

Countersigned By:

Nathan Warwick
Authorized Officer or Agent

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

CHICAGO TITLE INSURANCE COMPANY

GUARANTEE/CERTIFICATE NO. 0219164-ETU

ISSUING OFFICE:
Title Officer: Eastside Title Unit Chicago Title Company of Washington 11900 NE 1st St., Suite 110 Bellevue, WA 98005 Main Phone: (425)646-9883 Email: CTIBellevueETU@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.35

Effective Date: August 12, 2021 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

Kenneth Liang and Laura Liang, Trustees of the Liang Family Trust, dated January 22, 2018

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 383550-2385-05

ADJUSTED PARCEL M, CITY OF MEDINA LOT LINE ADJUSTMENT NO. P-LLA-20-003, RECORDED UNDER RECORDING NO. 20210610900049, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

LOTS 1, 2, 36 AND 37 , BLOCK 15, KENWOOD PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON.

TOGETHER WITH PARCEL A, CITY OF MEDINA, BOUNDARY LINE ADJUSTMENT NUMBER 2006-01, RECORDED UNDER RECORDING NUMBER 20070201900008, IN KING COUNTY, WASHINGTON, BEING A PORTION OF LOTS 19, 20 AND 21, BLOCK 12, OF SAID PLAT OF KENWOOD PARK;

TOGETHER WITH VACATED "E" STREET AND PORTION OF VACATED UPLAND ROAD AS WOULD ATTACH BY OPERATION OF LAW;

TOGETHER WITH LOTS 3, 4, 5, 33, 34 AND 35, BLOCK 15, OF SAID PLAT OF KENWOOD PARK;

EXCEPT THE SOUTHWESTERLY 15 FEET OF LOTS 5 AND 33;

TOGETHER WITH ALL OF VACATED HARMON AVENUE (87TH AVENUE NORTHWEST) AS SHOWN ON SAID PLAT LYING IN FRONT OF SAID LOT 3; TOGETHER WITH ADJOINING PROPERTY VACATED UNDER THE CITY OF MEDINA ORDINANCE 804 RECORDED NOVEMBER 2, 2007 UNDER RECORDING NO. 20071102000047.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SCHEDULE B**GENERAL EXCEPTIONS:**

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

SPECIAL EXCEPTIONS:

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Kenwood Park, recorded in [Volume 8 of Plats, Page 26](#):

[Recording No: 89002](#)

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

[Recording No: 9602219001](#)

3. Notice of Charges by water, sewer and storm and surface water utilities and the terms and conditions thereof:

Recording Date: December 20, 1996

[Recording No.: 9612200938](#)

4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Medina Lot Line Adjustment No. 2006-01:

[Recording No: 20070201900008](#)

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

[Recording No: 20200214900022](#)

SCHEDULE B

(continued)

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Lot Line Adjustment No. PL-LLA-20-001:

Recording No: 20200521900001

7. The Terms, Conditions and Reservations as disclosed in "Ordinance No. 993":

Recording Date: January 22, 2021

Recording No.: 20210122000722

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Medina Lot Line Adjustment No. P-LLA-20-003:

Recording No: 20210610900049

9. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2021
<u>Tax Account No.:</u>	<u>383550-2385-05</u>
Levy Code:	1836
Assessed Value-Land:	\$7,670,000.00
Assessed Value-Improvements:	\$1,653,000.00

General and Special Taxes:

Billed:	\$82,263.12
Paid:	\$41,131.56
Unpaid:	\$41,131.56

10. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
11. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

NOTES:

SCHEDULE B
(continued)

Note: FOR INFORMATIONAL PURPOSES ONLY:

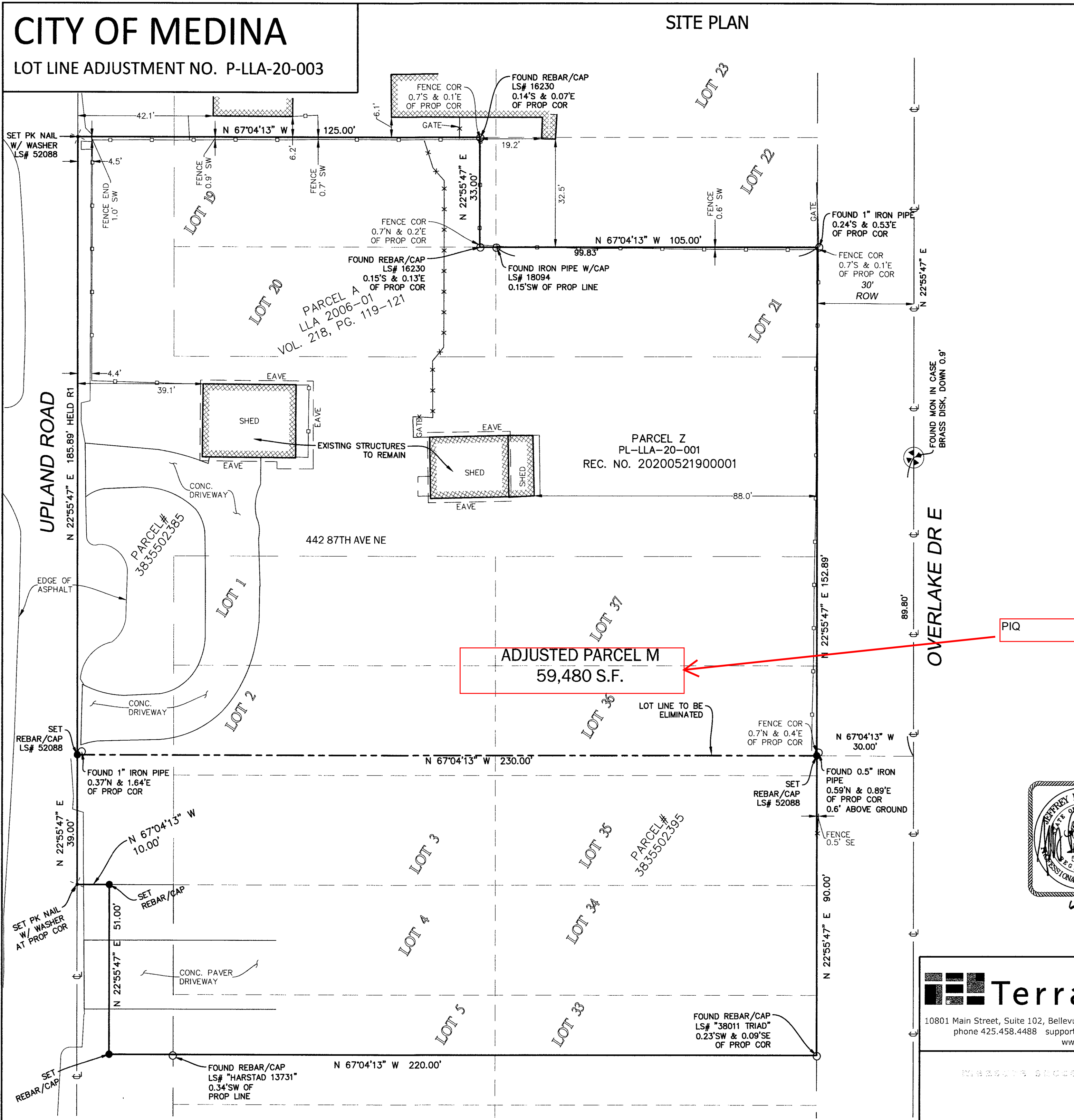
The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

ADJUSTED PARCEL M, CITY OF MEDINA LLA NO. P-LLA-20-003, REC NO. 20210610900049
[Tax Account No.: 383550-2385-05](#)

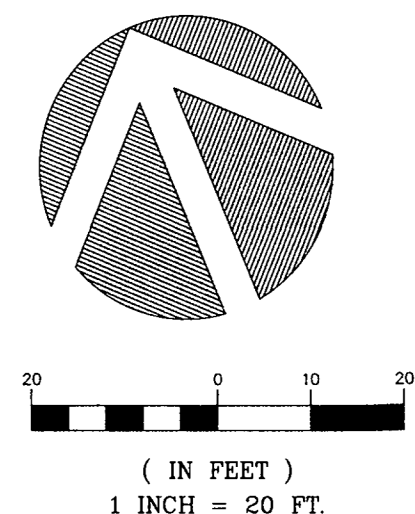
Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

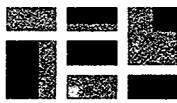
442 87th Avenue NE
Medina, WA 98039

END OF SCHEDULE B



RECORDING NO.	VOL./PAGE
	447/229
NW1/4, NW1/4 SEC. 31, T. 25 N., R. 5 E., W.M.	



 Terrane 10801 Main Street, Suite 102, Bellevue, WA 98004 phone 425.458.4488 support@terrane.net www.terrane.net	LOT LINE ADJUSTMENT FOR LIANG RESIDENCE 442 87TH AVE NE MEDINA, WA 98039		
REGISTERED SURVEYOR	DWN BY TLR	DATE 6/1/21	JOB #190642-B
	CHKD. BY SRM/JPS	SCALE 1" = 20'	SHEET 3 OF 3

PAYMENT FOR APPRAISAL AGREEMENT

City of Medina
City Clerk
501 Evergreen Point Road
Medina, WA 98039

To Whom It May Concern:

I/we, the undersigned applicant(s), hereby agree to pay the full cost of an appraisal as provided for in MMC 12.44.080. MMC 12.44.070 provides that the city manager or designee is authorized to obtain an appraisal from a qualified, independent appraiser as part of preparing the staff report of the vacation.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

DATED at Medina, Washington, this 23 day of AUGUST, 2021.

APPLICANT

JIM DEARTH



APPRAISAL REPORT ON
THE 510 SQUARE FOOT PORTION
LOCATED AT UPLAND ROAD
MEDINA, WASHINGTON

FILE 21-MSV

PREPARED FOR

STEPHANIE KEYSER, AICP
PLANNING MANAGER
CITY OF MEDINA
501 EVERGREEN POINT ROAD
MEDINA, WA 98039

AS OF

SEPTEMBER 23, 2021

PREPARED BY

JEFFREY A. SHERWOOD
PRINCIPAL

SHERWOOD APPRAISALS
1429 AVENUE D - PMB 401
SNOHOMISH, WA 98290

PHONE (425) 503-8526

Sherwood Appraisals
 Real Estate Valuation & Consultation
 1429 Avenue D - PMB 401 · Snohomish, WA 98290
 Phone (425) 503-8526

September 27, 2021

File 21-MSV

Stephanie Keyser, AICP
 Planning Manager
 City of Medina
 501 Evergreen Point Road
 Medina, WA 98039

Re: Appraisal of the 510 square foot portion of the Upland Road right of way proposed for vacation abutting the southwesterly side of King County Tax Parcel 3835502385 also known as 442 Upland Drive within the City Limits of Medina, Washington.

Dear Ms. Keyser:

As authorized by you, I have now completed an appraisal report on the above property. Based on my research and analysis, I have concluded the following Market Value estimate of the Fee Simple Estate of this property as of September 23, 2021, the date of inspection.

“As Is” Market Value of the Fee Simple Estate of the Proposed 510 Square Foot Street Vacation as of September 23, 2021\$127,500

The above value conclusion is subject to the attached Certification and Assumptions and Limiting Conditions.

Ms. Keyser

-2-

September 27, 2021
File 21-MSV

This value conclusion does not include the value, if any, of personal property. The Fee Simple Estate is appraised because there exists no arm's length leases encumbering the property.

I appreciate the opportunity to complete this assignment. If you should require any further assistance or information, please feel free to call.

Respectfully submitted,

SHERWOOD APPRAISALS



Jeffrey A. Sherwood, Principal

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---------------------------------	---

FINAL CONCLUSION.....13

ADDENDA

Exhibit 1	Street Vacation Petition
Exhibit 2	Soils Map
Exhibit 3	Ordinance 804
Exhibit 4	King County Assessor Property Information

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY APPRAISED	A 51 foot (northerly-southerly) by 10 foot (easterly-westerly) section of Upland Drive (87th Avenue NE) abutting the southwesterly side of King County Tax Parcel 3835502385 within the City Limits of Medina.
OSTENSIBLE OWNERS	Presumably the City of Medina.
PROPERTY RIGHTS APPRAISED	Fee Simple Estate subject to the four powers of government-police power, taxation, escheat and eminent domain.
LEGAL DESCRIPTION	See Exhibit 1 , the subject Street Vacation Petition.
LAND AREA	510 Square Feet.
BUILDINGS	None.
ZONING	R-16 (Single Family Residence) City of Medina.
HIGHEST AND BEST USE <i>As Vacant</i>	Contribution to development of one single family residence.
"AS IS" MARKET VALUE OF THE FEE SIMPLE ESTATE OF THE PROPOSED 510 SQUARE FOOT STREET VACATION AS OF SEPTEMBER 23, 2021	\$127,500

SUBJECT PHOTOS



LOOKING EASTERLY FROM UPLAND DRIVE AT LIANG FRONTAGE – SUBJECT STRIP OF RIGHT OF WAY LIES JUST TO THE RIGHT OF THE OPENING IN THE FENCE.

FILE 21-MSV

SHERWOOD APPRAISALS

SUBJECT PHOTOS

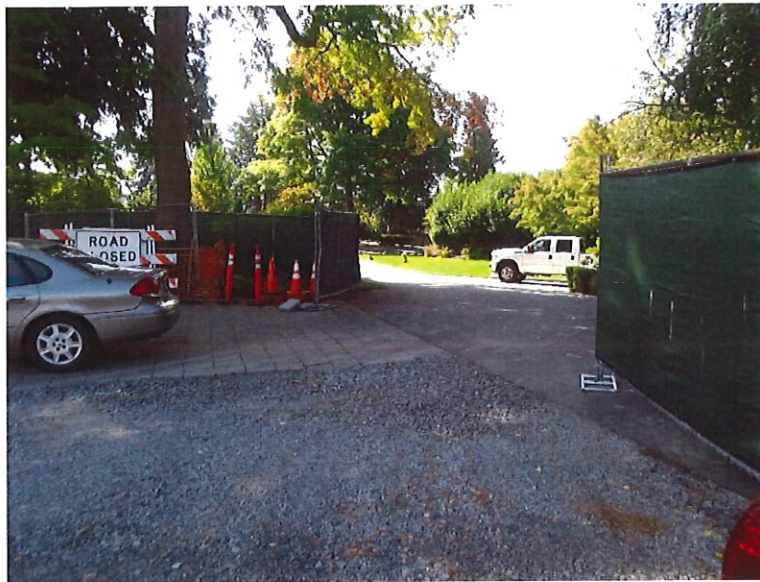


LOOKING NORTHERLY ON UPLAND DRIVE FROM NEIGHBORING
PROPERTY – SUBJECT STRIP IS JUST BEYOND THE HEDGE AT THE
RIGHT



LOOKING NORTHEASTERLY WITH SUBJECT STRIP AT RIGHT
BEHIND FENCE

SUBJECT PHOTOS



LOOKING SOUTHERLY WITH SUBJECT STRIP AT LEFT



LOOKING NORTHERLY FROM NEAR SOUTH END OF STRIP

SUBJECT PHOTOS



TYPICAL VIEW FROM STRIP AREA

CERTIFICATION

I certify that, to the best of my knowledge and belief except as otherwise noted in this appraisal report and/or letter of transmittal,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I previously appraised the subject property in 200 with an effective date of appraisal of July 12, 2020 with a report date of July 14, 2020.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the **Uniform Standards of Professional Appraisal Practice**.
8. I have made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the person signing this certification.



Jeffrey A. Sherwood, Principal
State of Washington Certified
Real Estate Appraiser-General-1100895

ASSUMPTIONS AND LIMITING CONDITIONS

Except where expressly stated to the contrary in the appraisal report, the following Assumptions and Limiting Conditions are governing upon this appraisal.

1. All dimensions and areas and legal descriptions are assumed to be correct as found through available records or on-the-ground inspection. If a survey is provided, it is assumed to be correct unless otherwise stated in the appraisal.
2. No responsibility is assumed in matters of legal character affecting the appraised property such as title defects, overlapping property lines, liens, encroachments, etc.
3. For purposes of this valuation, the valuation is assumed to be free of any encumbrances and has been appraised as though free and clear except as affected by the definition of Market Value under Item 9 below and otherwise stated in the report.
4. All information as found in data furnished is deemed to be reliable. If any errors are found, the right is reserved to modify the conclusions reached.
5. Where the value of the land and the improvements is shown separately, the value of each is segregated as only an aid to better estimate the value of the whole; and the value shown for either may, or may not, be its correct Market Value.
6. While various "approaches to value" and various mathematical calculations have been used in estimating value, these are but aids to the formulation of the opinion of value expressed in this report. In these calculations certain arithmetical figures are rounded off to the nearest significant amount.
7. The data and conclusions embodied in this appraisal are a part of the whole valuation. No part of this appraisal is to be used out of context, and, by itself alone - no part of this appraisal is necessarily correct, as being only part of the evidence upon which the final judgment as to value is based.
8. Employment to make this appraisal does not require the appraiser(s) to attend pre-trial conferences, public hearings or testimony in court with regard to the subject property unless mutually satisfactory arrangements are made in advance.

9. Market Value means:
 - (i) The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - a. buyer and seller are typically motivated;
 - b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
 - c. a reasonable time is allowed for exposure in the open market;
 - d. payment is made in terms of cash or in U.S. dollars or in terms of financial arrangements comparable thereto; and
 - e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
 - (ii) Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs that are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institution lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment. (USPAP)
10. Responsible ownership and competent management are assumed.
11. Where the discounted cash flow analysis is utilized, it has been prepared on the basis of the information and assumptions stipulated in this appraisal report. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon the occurrence of other future events that cannot be assured. Therefore, the actual results achieved may well vary from the projections and such variation may be material.
12. Disclosure of the contents of this appraisal report is governed by the By-laws and Regulations of the Appraisal Institute.
13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designations) will be disseminated to the public through advertising media, public relations media, news media, sales

media or any other public means of communication without the prior written consent and approval of the appraiser(s).

14. Extensive experience indicates that the relationship of assessed value to Market Value may not be a dependable source of information. The assessed valuation, as shown in this report, is, therefore, not considered an indication of value for the property to this appraisal.
15. It is assumed that the hypothetical buyer is aware that this valuation conclusion does not serve as a warranty on the condition of the property, and is also aware that it is his responsibility (the buyer) to examine the property carefully, and to take all necessary precautions before signing a contract to purchase, lease, etc., and that he is also aware that the estimate for repairs, if any, is a non-warranted opinion of the appraiser, unless otherwise stated.
16. The value conclusion in this report is based entirely on information available through the date of valuation with the appraiser assuming no responsibility with respect to information subsequent to the valuation date which might have a bearing on the conclusion(s) reached in this report.
17. While it is our opinion that this appraisal report follows generally accepted and established appraisal practices, there may be differences of opinion and interpretation of the above requirements as adopted by a given institution or by third parties that may use this report. For this reason, modification and additional work may be requested. If additional research, analysis and/or report preparation are undertaken for this or any reason at a later date (upon client request or third party request with client approval), such shall be done at added fee for time and cost.
18. The appraiser(s) assume no responsibility or liability for the discovery of the existence, if any, of hazardous waste or pollutants under (soil and/or sub-soils) or above (building improvements, fixtures, air space, etc.) the subject property. Discovery of the presence or lack of hazardous waste or pollutants on the subject and/or adjoining properties is considered to be beyond the expertise of the appraiser(s). Any conclusions in this regard by environmental engineers and/or other comparable qualified experts, if used in this report, are assumed to be reliable.

The term "hazardous waste or pollutants," as used herein, refers to any substance defined as toxic, hazardous, etc., by any governmental agency which has legal authority or control over the subject property (i.e., local, state or federal statutes, ordinances, zoning regulations, etc.).

19. This appraisal and all value conclusion(s) reached in this report assume there are no hidden, unapparent, or apparent hazardous waste or pollutants (as defined in Item 18 above) under, on or above the subject property.

The appraiser(s) signing this report have no knowledge of presence or absence of toxic materials, hazardous waste, pollutants on the site, or urea-formaldehyde foam insulation and/or asbestos on or in the existing improvements.

If such is present, the value conclusions reached may be adversely affected; and a re-appraisal, at additional time and cost, would be necessary to estimate the effects of such.

QUALIFICATIONS OF JEFFREY A. SHERWOOD

EDUCATION

B. S., Natural Resources Studies, 1973,
University of Massachusetts - Amherst

M. S., Plant and Soil Science, 1975,
University of Massachusetts - Amherst

PhD work in Soil Physics, 1975-1976,
North Dakota State University

EXPERIENCE

Principal - Sherwood Appraisals, 1994 to present

Fee Appraiser - William R. Coffin & Associates, April 1986 to present

Staff Review Appraiser - Puget Sound Bank, June 1992 to February 1993

Fee Appraiser - Hoefer Associates, Inc., October 1983 to February 1984;
July 1985 to March 1986

Northwest Septic, Soil Scientist, February 1984 to July 1985

Washington Department of Natural Resources, Soil Scientist/Project Leader,
April 1979 to July 1982

Assisted in appraisal of some 500,000 acres of forest land for State Forest
Land Grading Program

AFFILIATIONS

Associate Member of the Appraisal Institute

CERTIFICATION/LICENSE

State of Washington Certified General Real Estate Appraiser - 1100895

CLIENTELE

Associated with the economic or real estate valuation for, but not limited to,
the following:

Action Mortgage Company
AT&T Capital Corp.
Bank of California
Bellevue School District

Center Mortgage
Champion International Corp.
Charter Bank
City of Seattle

Blackhawk Port Blakely Comm.
 Burlington Northern
 Cadman Gravel Co.
 Catellus Management Corp.
 CBR Cement Canada Ltd.
 Chrysler Realty
 City of Bellevue
 City of Kent
 City of Monroe
 City of Seattle
 Colby Manor Nursing Home
 Coldwell Banker
 Columbia Bank
 Colyn Clay Realty
 Covenant Mortgage
 D & D Investments
 Davis Wright Tremaine P.S.
 Everett Mutual Savings
 Evergreen Medical Center
 First Commercial Mngmnt.
 First Interstate Bank
 First Mutual Bank
 First National Bank of
 Enumclaw
 Fletcher General Const.
 Friend & Rikalo
 Frontier Bank
 Grand Ridge Partnership
 Harmon & Associates
 Harvard Union Co.
 Holzerland Enterprises
 Horizon Bank
 InterWest Savings Bank
 Jensen Sand & Gravel
 Keating, Bucklin &
 McCormack, P.S.
 Key Bank
 Lane Powell Spears & Lubersky

City of Tukwila
 City of Marysville
 Coast Mortgage
 Leen & Moore, P.S.
 Leo Fix Transfer, Inc.
 MacDonald Properties
 McDonald's Corp.
 Meridian Land Company
 National Public Life
 Northwest Fur Breeders
 Ogden, Murphy & Wallace
 Pacific Northwest Bank
 Pacific First Bank
 Plum Creek Timber
 Polyclinic
 Port of Seattle
 Puget Sound Bank
 Redmond Christian School
 Rowley Agency
 Seafirst Bank
 Security Pacific Bank
 Shell Oil Company
 Skagit Valley Medical Center
 Smith Brothers
 South Seventh Corp. (i.e. United
 Parcel Service)
 Sterling Savings Bank
 Taylor-Edwards Whse. &
 Transfer Co., Inc.
 US Army Corps of Engineers
 US Bancorp
 US Dept. of Justice
 Virginia Manor Nursing Home
 Wallace Properties Group
 Washington First Intern'l Bank
 Washington Mutual Bank
 Washington State Dept. of Game
 Washington State Dept. of
 Transportation
 Wilder Construction

**APPRAISAL
AUTHORIZATION**

Authorization to complete this appraisal was given via email by Stephanie Keyser, AICP Planning Manager, City of Medina, 501 Evergreen Point Road, Medina, WA 98039.

**LEGAL
DESCRIPTION**

See **Exhibit 1**, the subject Street Vacation Petition.

**OSTENSIBLE
OWNERS**

Presumably The City of Medina.

**PROPERTY
LOCATION/ADDRESS**

The property is located in the southerlymost portion of the City Limits of Medina just above the northwesterly shore of Meydenbauer Bay and nearby to the west of the southwesterlymost City Limits of Bellevue. This is an exclusively single family area with numerous waterfront residences and upland view sites like the Tax Parcel which abuts the proposed street vacation area.

Two addresses previously associated with the abutting Tax Parcel are 438 & 442 Upland Drive Medina, Washington 98039. The address for the home which is now under construction on the abutting Tax Parcel is 442 Upland Drive Medina, Washington 98039.

The subject's location with respect to the local environment is shown on the enclosed **Vicinity and Neighborhood Maps**.

**PURPOSE AND FUNCTION OF
APPRAISAL**

The purpose of this appraisal is to estimate the Market Value of the Fee Simple Estate of the portion of Upland Drive right of way proposed for vacation.

The function (use) of this appraisal is to provide my client and one intended user, The City of Medina, with valuation evidence to support decisions concerning the proposed right of way vacation. As such, other intended users include any parties involved in the execution of this process.

**DESCRIPTION OF APPRAISAL
PROBLEM/SCOPE**

To accomplish the purpose of this appraisal, a search was made for data concerning the subject property and the market in which it is located. This included physical and governmental data, local and regional sales of similar upland properties and data concerning the local area and economy.

These sources provided an adequate amount of data to complete this appraisal assignment.

Due to the availability of sufficiently similar sales to compare with the subject, the Sales Comparison Approach was the only methodology used for the valuation.

Because the subject property is vacant and not generating a reliable stream of income, both the Cost and Income Approaches are excluded. Their exclusion represents a typical scope of work for such vacant properties.

In addition, substantial local economic, demographic, and regulatory information, coupled with the above data, was used to determine the Highest and Best Use of the subject property to aid in the appraisal process.

**APPRAISER'S EXPERIENCE REGARDING APPRAISAL
PROBLEM**

I have appraised a number of vacant and improved residential properties in the greater Eastside market.

Based on my experience with the subject market area and property type, I am competent to perform this appraisal assignment.

**PROPERTY RIGHTS
APPRAISED**

This appraisal includes all rights inherent in and accruing to the owner by virtue of the Fee Simple Estate which is subject to easements and encumbrances of record and the four powers of government which are police power, taxation, escheat, and eminent domain.

Fee Simple Estate is defined as: *"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power*

and escheat.”

Source: *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Sixth Edition 2015.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is based on and subject to the Assumptions and Limiting Conditions found at the beginning of the text portion of the report. These Assumptions and Limiting Conditions include, as Item 9, the definition of Market Value used herein.

DATE OF INSPECTION

I inspected the subject property and its immediate neighborhood on September 23, 2021.

EFFECTIVE DATE OF VALUATION

The effective date of the valuation of the property in its “As Is” condition is September 23, 2021, the date of inspection.

SALE HISTORY

Being a long established right of way, there have been no sales of the subject property in the past three years. Also, it is neither for sale nor presently under contract.

I understand that the results of this appraisal will be used to assist in setting a price for the proposed vacation and sale of the property.

The abutting \pm .46 acre Tax Parcel 3835502395 (now defunct) sold to the current owners in October 2019 for a recorded price of \$4,470,000. Tax Parcel 3835502385 (\pm .91 acre), which now includes Tax Parcel 3835502395, sold in March 2019 to the current owners for a recorded price of \$5,700,000.

Thus, the combined abutting ownership of some 1.37 acres sold for a total of \$10,170,000 or an average of \$170.98 per square foot.

After purchase, the buyer demolished both of the existing homes and most of the attendant site improvements in order to build a new

residence. This residence of some 12,000 square feet is now under construction with most of the preliminary site and foundation work well underway.

Acquisition of the subject right of way will help round out this abutting ownership.

NEIGHBORHOOD AND MARKET ANALYSIS

The property, as shown on the following **Vicinity and Neighborhood Maps** is located in the southerlymost extent of the City Limits of Medina. Medina is primarily a single family residential community with some commercial uses along the primary arterials.

Because the City Limits are comparatively small and because most of its extent is now developed, the population in 2010 of 2,969 has grown only marginally over the past decade to $\pm 3,300$ or roughly 1.0% per year. Thus, the City can be characterized as stable being unlikely to grow significantly in population into the foreseeable future.

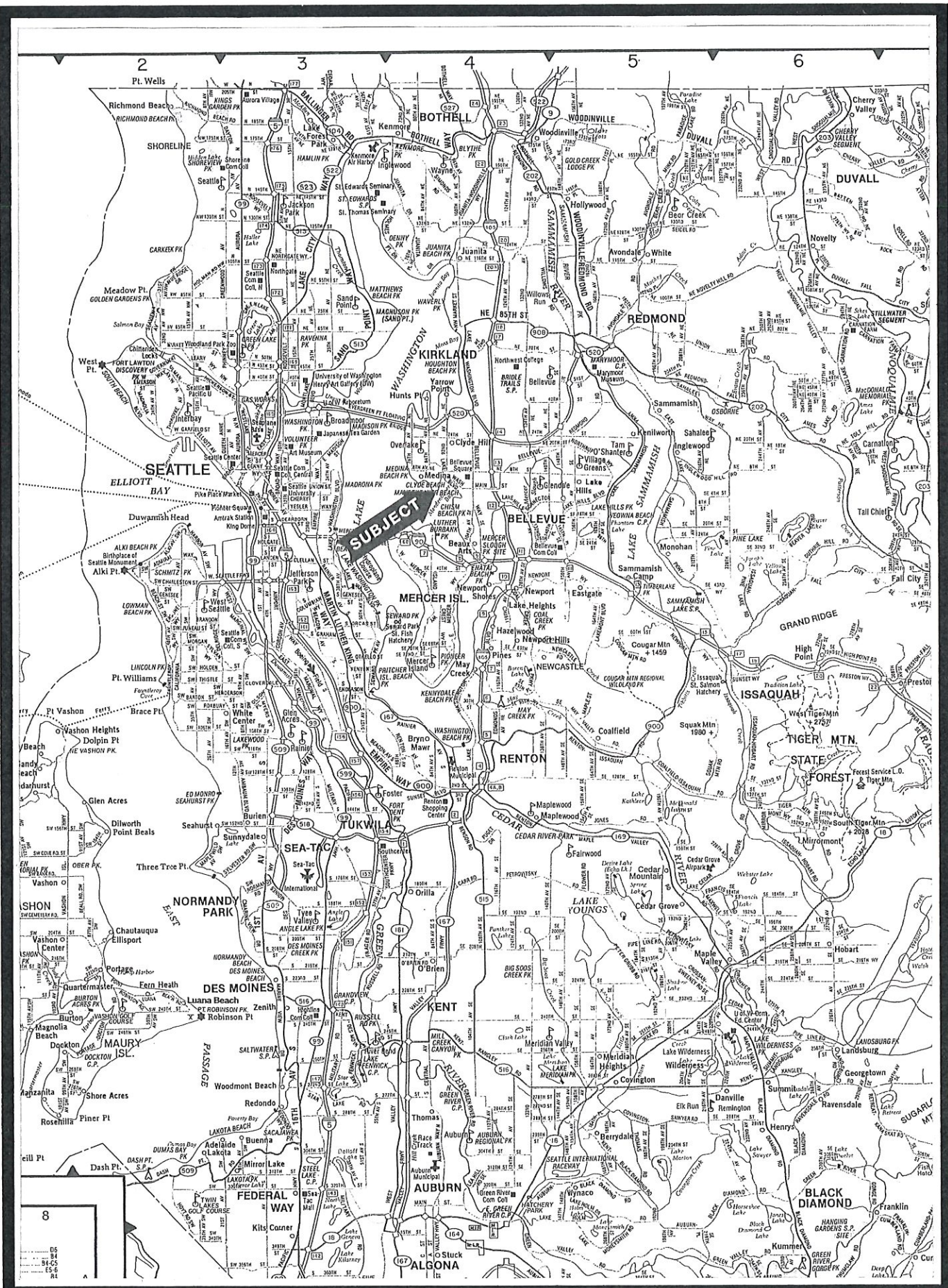
With the volume of listings at any given time in Medina being so low with only six in the subject's immediate neighborhood, it is difficult to render cogent statistical analyses using the available data. The six available, non-waterfront properties have a mean asking price of $\pm \$3,600,000$. This compares to all of King County at some \$750,000.

Thus, it can be concluded, even with the paucity of available data, that Medina is one of the highest priced communities within the County and that both listing and sale volumes are comparatively low with the current volume of listings roughly half of that one year ago.

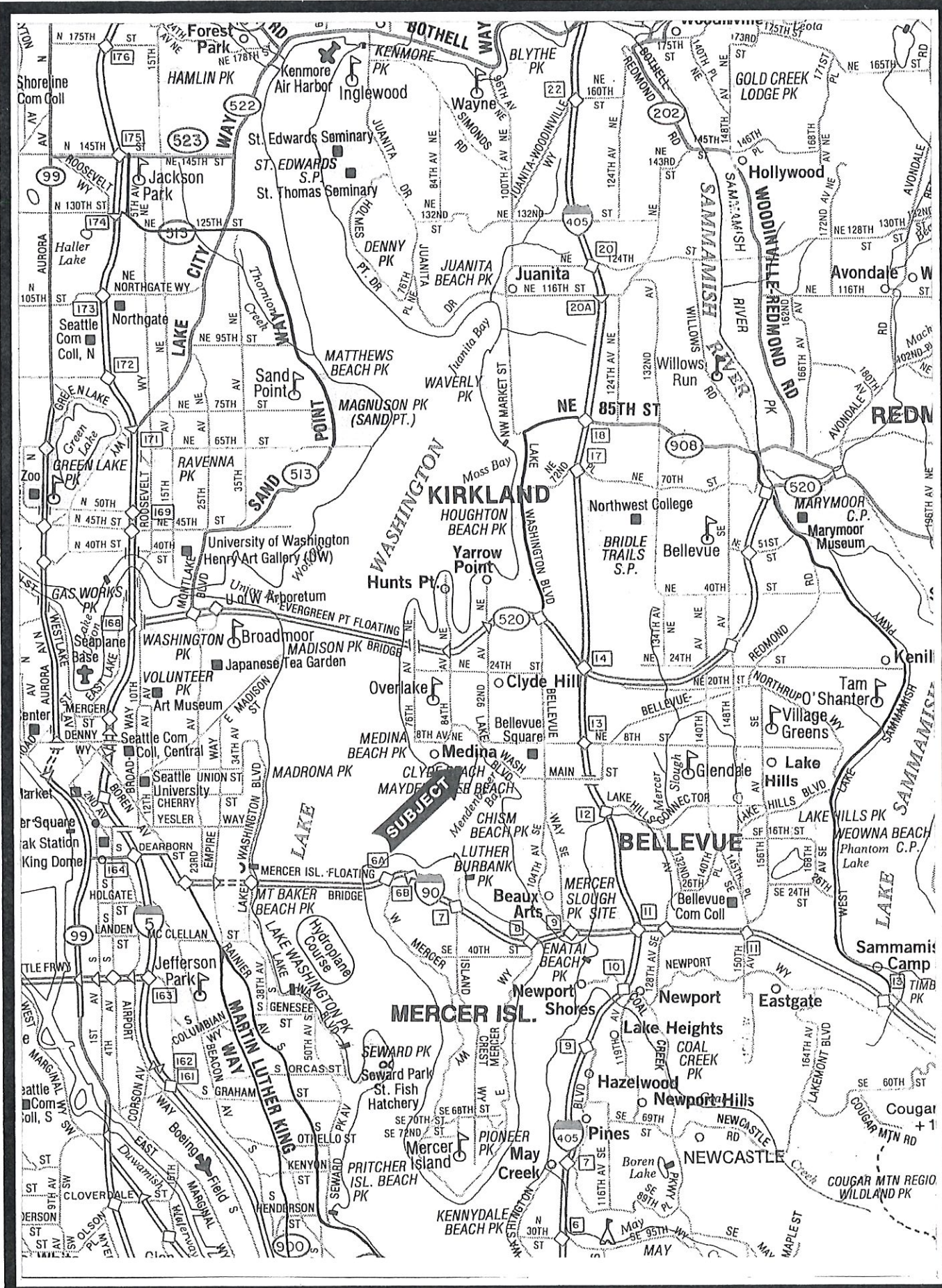
Another phenomenon within this local market is the purchase of existing homes in order to demolish them and repurpose the underlying land for new home construction. This behavior is necessitated by the fact that there are so few vacant lots in existence in Medina, and, especially, on the market at any given time.

This is what the property owner abutting the right of way strip being appraised did in buying two abutting properties, both with substantially sized homes; and then demolishing both to allow for the construction of a single new home. Of all the sale information considered for this appraisal, only one sale property did not have an existing home while the balance had existing homes in place at the time of sale.

In spite of the fact that local home values are comparatively high, the



Vicinity Map



Vicinity Map

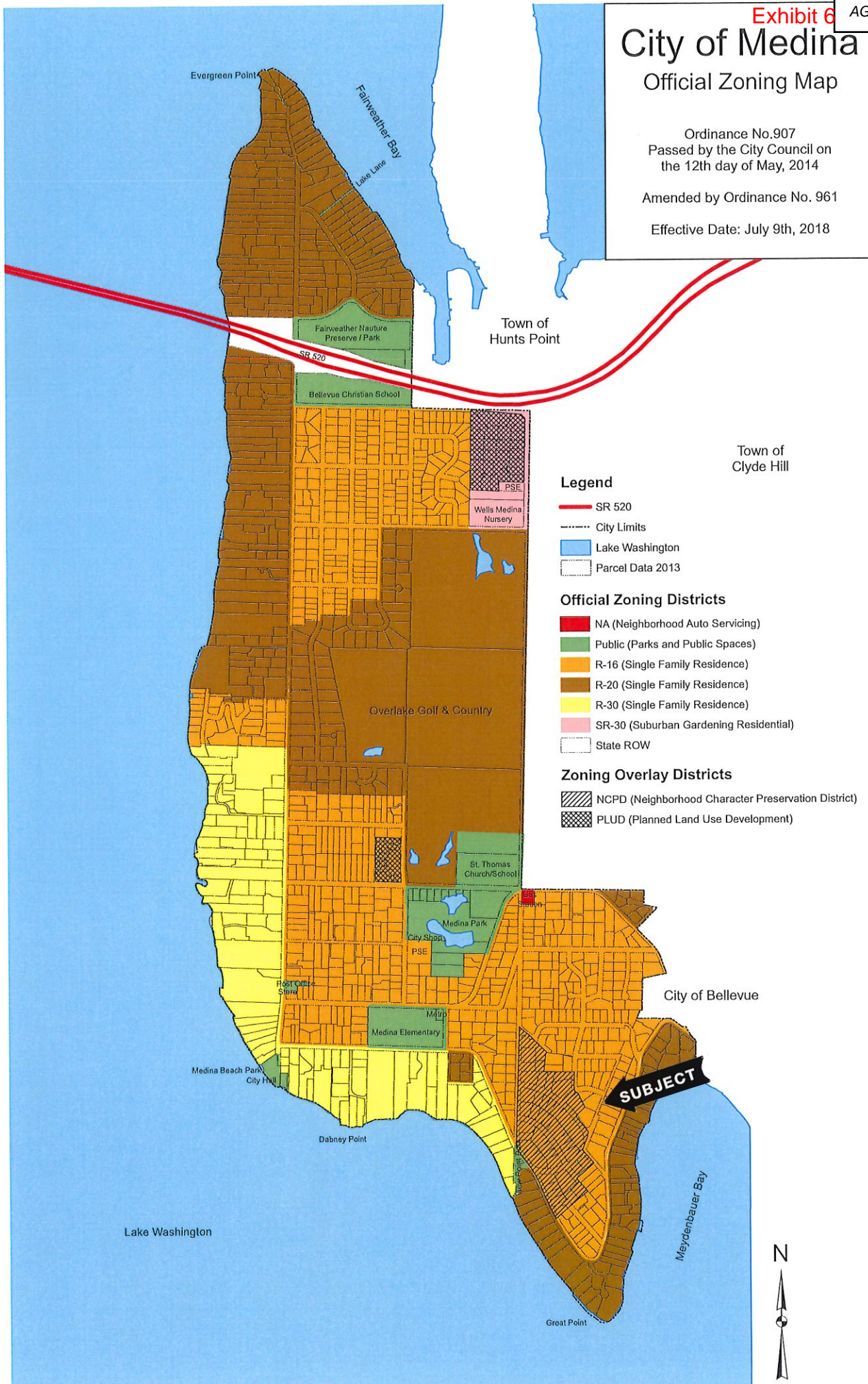
City of Medina

Official Zoning Map

Ordinance No.907
Passed by the City Council on
the 12th day of May, 2014

Amended by Ordinance No. 961

Effective Date: July 9th, 2018



limited volume of listings keeps this market in balance. Although comparison with pricing one year ago is difficult due to the limited market data, it appears that appreciation has been roughly 20% over that time.

With the overall market showing some resistance to the ongoing uptick in pricing, it would not appear supported to predict such an increase in the next year. However, I do conclude that the local market will be stable to gradually increasing.

SITE DESCRIPTION

Shape and size

As shown on the following **Plat Maps**, which are two scales of the King County Assessor's maps for all or a portion of the NW 1/4 Section 31, Township 25 North, Range 5 East, W.M., the subject consists of a 51 foot (northerly-southerly) by 10 foot (easterly-westerly) portion of right of way for Upland Drive. As with most right of way vacations, the parcel is narrow; however, it is adequately functional as an adjunct to the abutting Tax Parcel.

On the first map, the right of way vacation area is indicated by the red arrow while the abutting Tax Parcel is indicated by the black arrow.

On the third following page is a "Vacation Exhibit" survey of the proposed vacation area performed by Terrane. This exhibit confirms the dimensions of the proposed vacation area and its total gross land area of 510 square feet.

Assumed Total Gross

Vacation Area±510 Square feet

Topography, soils & vegetation

The vacation area is effectively level with no topographically related limitations to its use.

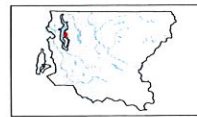
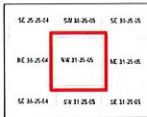
According to the NRCS soil survey (See **Exhibit 2**), the property is mapped with the Arents-Alderwood Material, 6-15% slopes, soil group. The Alderwood Material reference is to indurated basal till (hardpan) overlain by a surface soil which is an admixture of loess, volcanic ash and ablation till.

Being the most common soil type in the Puget Sound region and with its extent having been heavily developed with both residential and commercial building improvements, the underlying soil should be

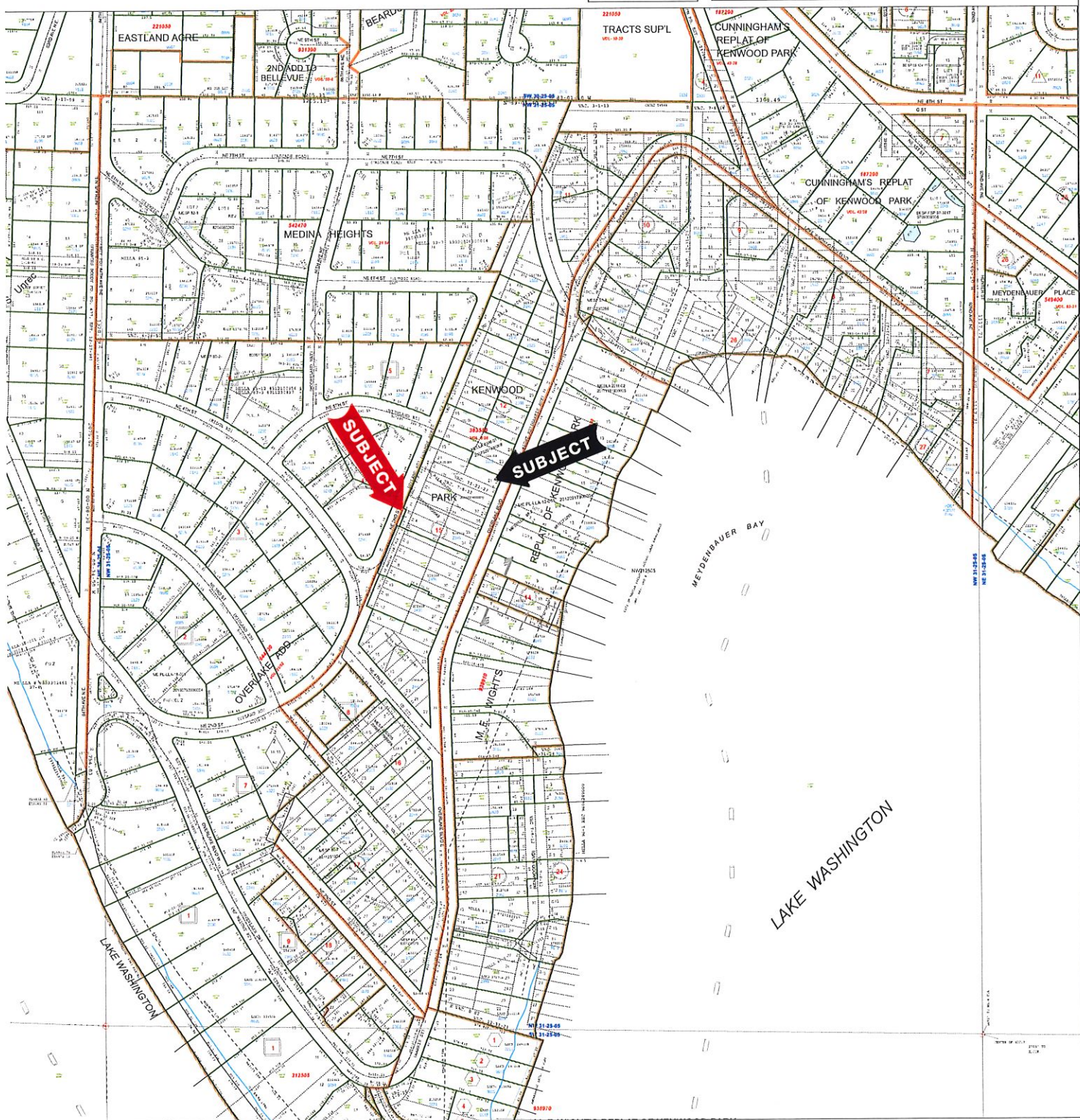
King County
Dept of Assessments

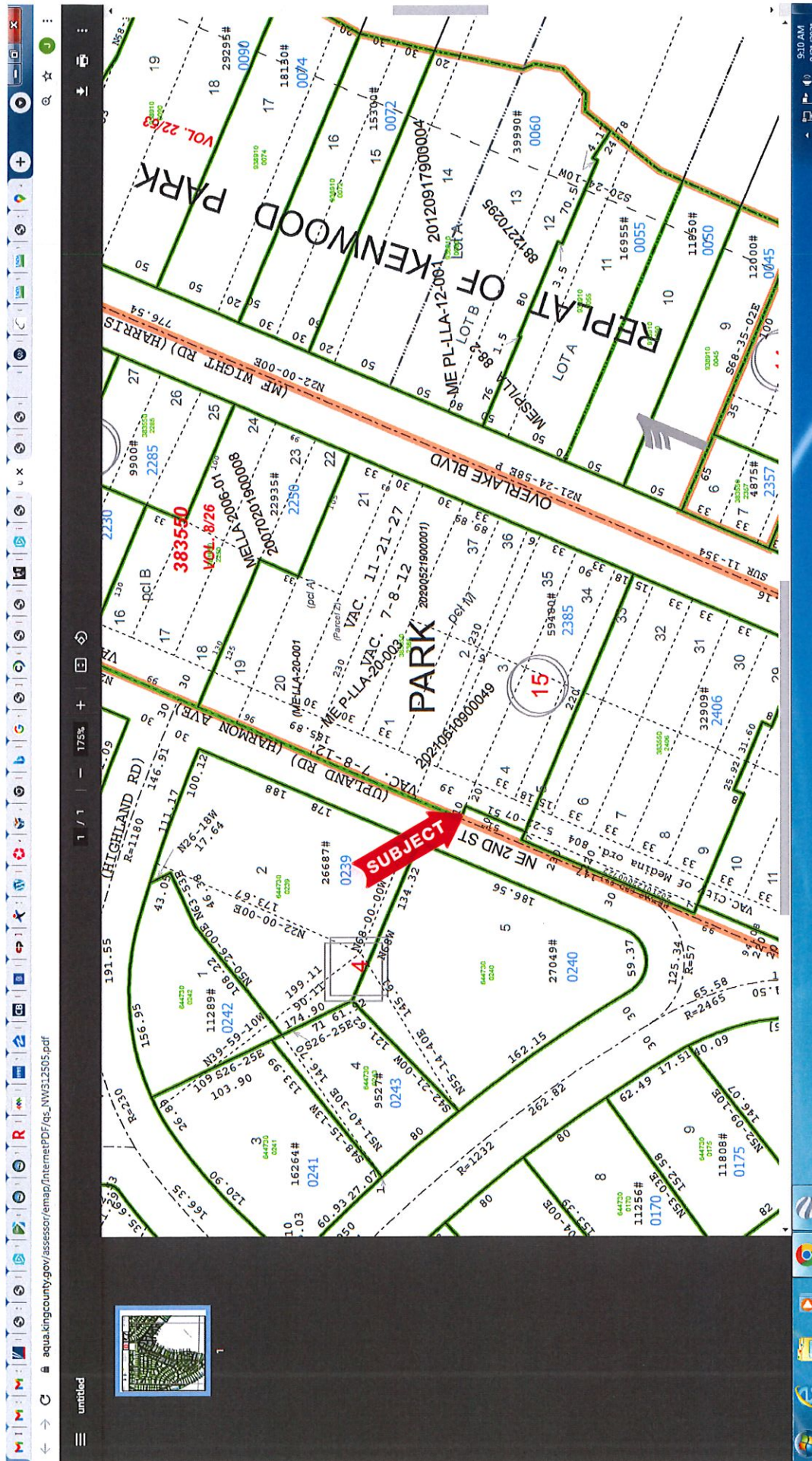
- Corbel
- Right-of-Way
- Plat
- Short Plat
- Original Short Plat
- Parcel
- Lot
- Easement
- Survey
- Governmental
- Hydro
- Construction/Claim
- Proposed
- Parcel
- Platted Major Number
- City

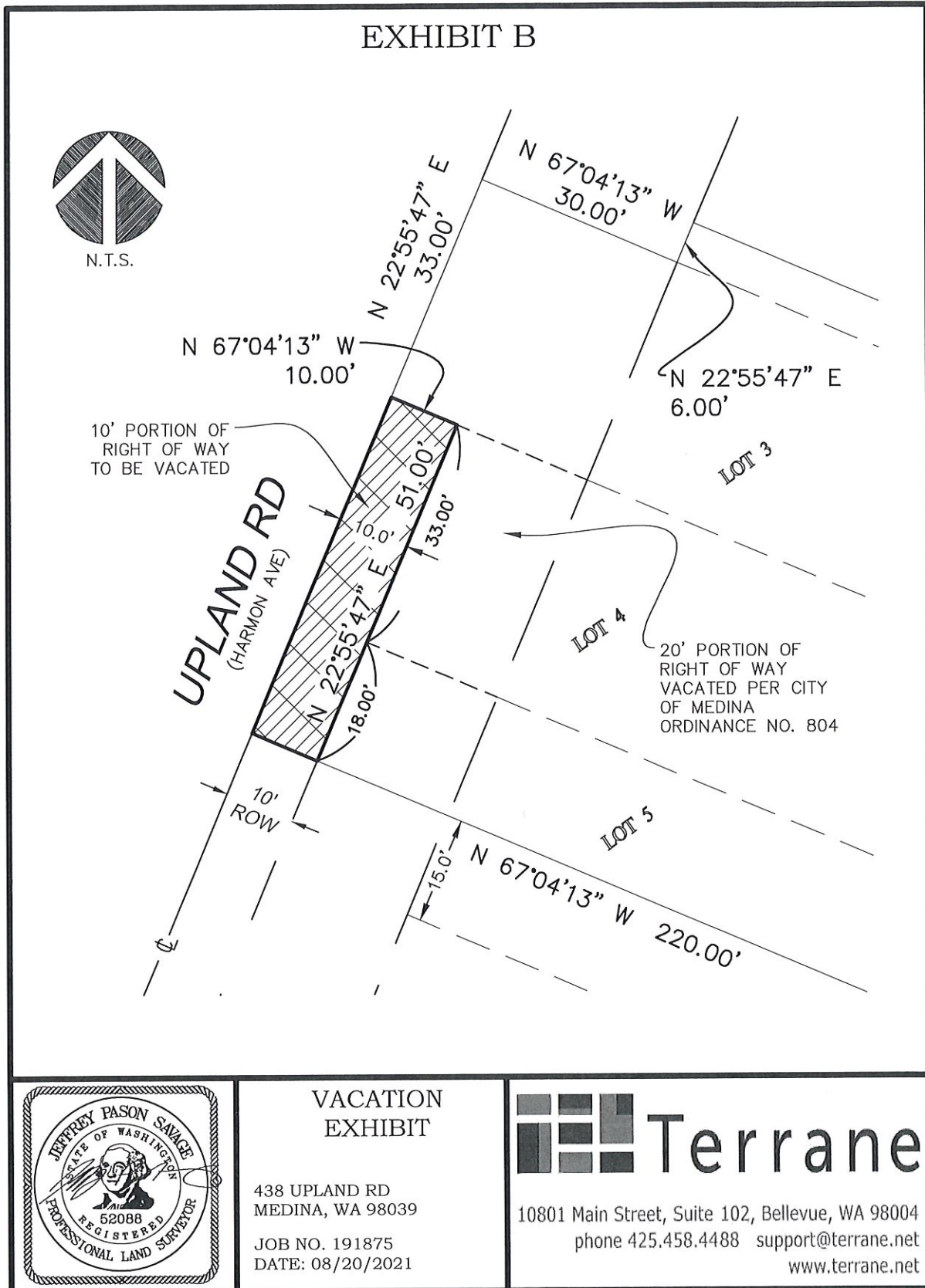
The information on this map was prepared by King County GIS. It is a representation of the information available to King County GIS as of the date of the map. It is not a warranty of accuracy or a representation of the information available to King County GIS as of the date of the map. It is not a warranty of accuracy or a representation of the information available to King County GIS as of the date of the map. It is not a warranty of accuracy or a representation of the information available to King County GIS as of the date of the map.



NW 31-25-05







supportive of whatever, if any, improvements may be placed thereon.

The area proposed for vacation presently supports a mostly cleared area with a small amount of landscaping.

Street improvements and access

Upland Drive is presently a narrow, two lane roadway with minimal ancillary improvements. With this roadway unlikely to access any additional homes into the foreseeable future and with it being a minor, lightly traveled street, these existing street improvements provide the local residents with access adequate to serve their needs.

This is part of the reasoning that led the City of Medina to vacate a significant length of right of way abutting the subject on both its easterly and southerly sides. This action (See **Exhibit 3**), along with prior vacations to the north, rendered the subject an isolated remnant leading to the current vacation proposal, which will round out the Upland Drive right of way in this area.

Utilities

The immediate area is supplied with all public and private utilities necessary to support the local residential uses.

ASSESSED VALUE AND REAL ESTATE TAXES

The subject section of right of way is not assessed as it is public property. Generally, local land assessments are mostly in the range of $\pm\$100$ to $\pm\$150$ per square foot.

The Assessor's information for abutting Tax Parcel 3835502385 is included as **Exhibit 4** for reference.

ZONING

The immediate area of the subject has the City of Medina R-16 zoning. This is a single family zone with an ostensible minimum lot size of 16,000 square feet. This zone has a requirement of 70 feet for both minimum lot width and minimum street frontage.

Setbacks from the front and rear property lines for a lot the size of that abutting the subject are 30 feet with side setbacks are between 10 and 20 feet.

For large lots like that abutting the subject, the maximum lot coverage is 21% and the maximum impervious surface is 55%.

HIGHEST AND BEST USE

The concept of Highest and Best Use is based on the following definition:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the Highest and Best Use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, published by the Appraisal Institute, 2015).

There are two dimensions to Highest and Best Use, one for the property as vacant and one for the property as improved. Because the subject strip is vacant, only the former will be addressed here.

As If Vacant

The prior Fourth Edition provides a definition of Highest and Best Use As Vacant as follows:

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Applying the four criteria from the above definition:

Legal permissibility

The underlying zoning permits primarily single-family residential use.

Physical possibility

Considering the comparatively small size of the proposed vacation, it would serve best as an adjunct to an abutting lot, and this is what is being proposed.

Financial feasibility and maximum profitability

The highest possible price for the proposed vacation area is supported by its addition to the abutting property, as proposed.

SALES COMPARISON APPROACH

This Sales Comparison Approach is based on the premise that the prudent purchaser/investor will pay no more for the subject than the price of acquiring a similar, competitive property in the same or a competing market (Principle of Substitution).

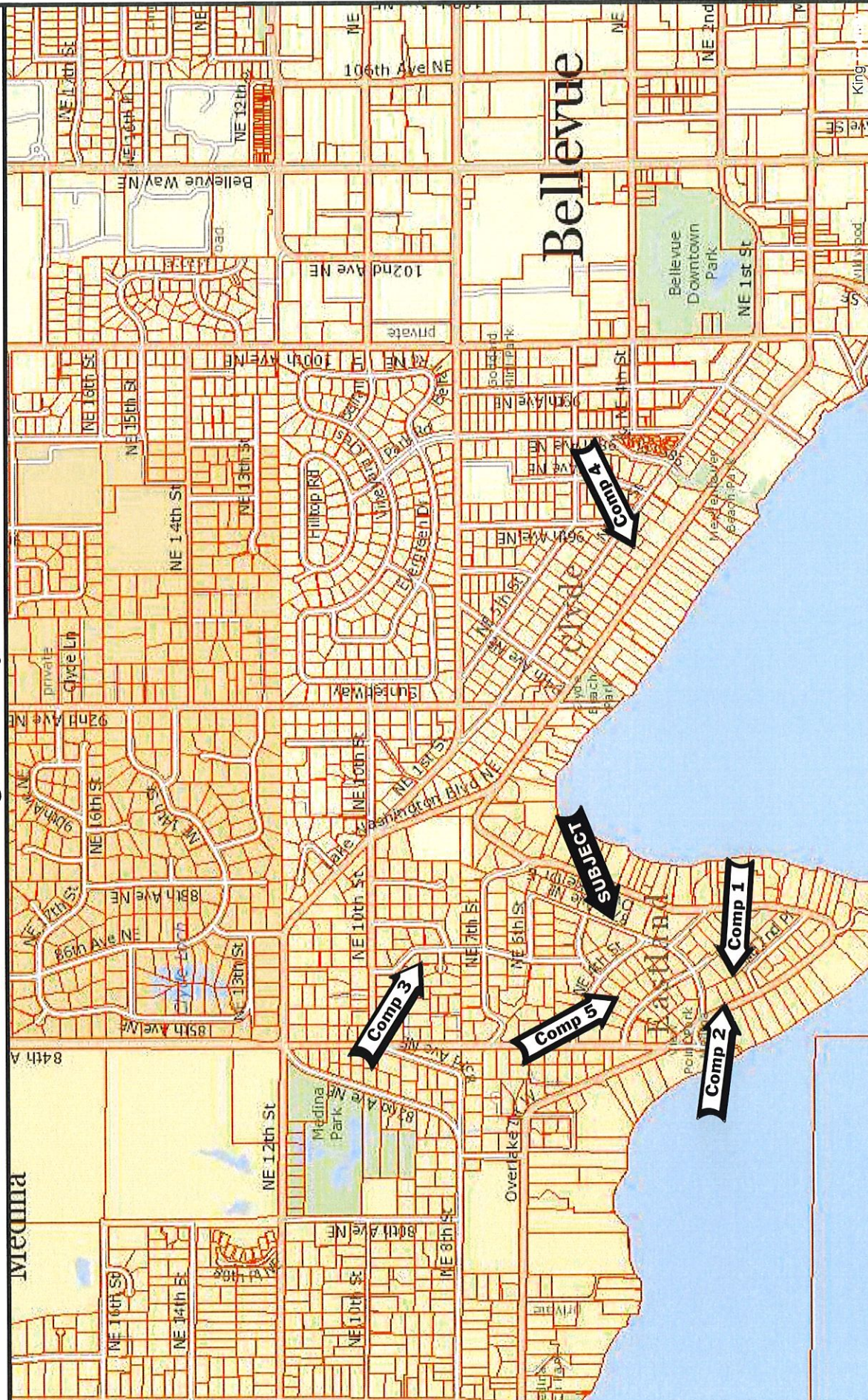
It should be noted that this is an "across the fence" valuation using sales of fully functional properties to assist in estimating the value of the subject strip. This is the most common and most accepted means of valuing small strip properties like the subject.

The basic details of the land or value-in-land sales used are summarized below followed by a location map and discussion and correlation.

LAND SALE SUMMARY

No.	Location/ Address	Sale Date	Sale Price	Approx. Size (SF)	Ind. Price/SF
L-1	8726 Overlake Dr W, Medina 6447300310	08/21	\$3,005,000	13,105	\$229.30
L-2	8700 Blk Overlake Dr W, Medina 6447300305	Pend.	\$3,000,000 Asking	12,878	\$232.96
L-3	8458 NE 9th St, Medina 9313900005	09/21	\$2,505,000	10,095	\$248.14
L-4	9552 Lake Washington Blvd NE, Bellevue 4389200870	07/21	\$4,550,000	15,300	\$297.39
L-5	8430 Midland Rd, Medina 6447300210	08/21	\$3,800,000	12,810	\$300.81

King County iMap



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 9/27/2021 Notes:



King County

COMPARABLE SALES PHOTOS

L1



L2



COMPARABLE SALES PHOTOS

L3



L4



COMPARABLE SALES PHOTOS

L5



Correlation and Conclusion

These five sales are all within the immediate Meydenbauer Bay market with 4 of the 5 in the subject's immediate neighborhood. All but one, L-2, have homes in place which have reached the ends of their effective economic lives due to the pressures on local properties for available land. L-2 is improved with a tennis court.

An examination of the local market dynamic and the Assessor's opinion of the contributory values of the existing improvements on these sale properties makes it clear that most properties without newer and larger home improvements are being seen by the market as sites available for redevelopment with new homes.

All of these comparables have view potential.

The sales range in price per square foot from \$229.30 to \$300.81 with a mean of \$261.72 and a median of \$248.14 showing some tendency toward the lower end of the range.

Because there is no compelling reason to find at either end of the range, I conclude that a most reasonable value in balance with the market is to be found at the central tendency indicated by the median at a rounded \$250.00 per square foot or a total of \$127,500 for the 510 square feet of proposed vacation area.

Sales Comparison Approach

Value Indication\$127,500

FINAL CONCLUSION

Because the Sales Comparison Approach was the only appropriate means of valuations, its result at \$127,500 is appropriated as the final, correlated value conclusion.

Correlated Market Value\$127,500

Exposure and Marketing Times

All of the sales researched as part of the appraisal process occurred within one year or less of listing. Only overpriced properties or those with difficulties which needed to be overcome prior to closing might take longer than one year to close.

Thus, the value estimate herein assumes an exposure time of less than one year. Also, if the property were listed for sale at the value concluded herein, it would likely sell within one year, probably less.

Thus, no discounting for the prospect of an extended marketing time is necessary.

Exhibit 1



501 EVERGREEN POINT ROAD MEDINA, WA 98039
PHONE: 425-233-6414/6400

DEVELOPMENT SERVICES

STREET VACATION PETITION

Complete this form for the following:

- When applying for a street vacation pursuant to RCW Chapter 35.79 and MMC 12.44

General Information

Applicant Name: JIM DEARTH	Email: PROJECTS@RIPPLEDESIGNSTUDIO.COM
Contact Phone: 206.913.2333	Alternative Phone:
Mailing Address: 4303 STONE WAY N	City: SEATTLE State: WA Zip: 98103
Applicant's Interest in Property: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Purchaser <input type="checkbox"/> Other:	
Property Owner's Name (If other than Applicant): KEN LIANG	Email: kenliangman@gmail.com
Contact Phone: 818.817.1922	Alternative Phone:
Mailing Address: 442 UPLAND DR	City: MEDINA State: WA Zip: 98039
Subject Property Address: 442 UPLAND DR	
Legal Description: SEE ATTACHED	
Tax Parcel Number: 383550-2385	Size of subject property to be vacated (in square feet): 510 SF
Zoning District: <input checked="" type="checkbox"/> R-16 <input type="checkbox"/> R-20 <input type="checkbox"/> R-30 <input type="checkbox"/> SR-30 <input type="checkbox"/> Public <input type="checkbox"/> NA (Neighborhood Auto)	
Does the subject property abut any body of water? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
If yes, please describe:	

Certification

I certify under the penalty of perjury that I am the owner of the above property or the duly authorized agent of the owner(s) acting on behalf of the owner(s) and that all information furnished in support of this application is true and correct.

Property Owner's Signature

Date 8/17/2021

Applicant's Signature

Date 6 AUGUST 2021

COMPLETE LEGAL DESCRIPTION

ADJUSTED PARCEL M

LOTS 1, 2, 36 AND 37, BLOCK 15, KENWOOD PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON.

TOGETHER WITH PARCEL A, CITY OF MEDINA, BOUNDARY LINE ADJUSTMENT NUMBER 2006-01, RECORDED UNDER RECORDING NUMBER 20070201900008, IN KING COUNTY, WASHINGTON, BEING A PORTION OF LOTS 19, 20 AND 21, BLOCK 12, OF SAID PLAT OF KENWOOD PARK;

TOGETHER WITH VACATED "E" STREET AND PORTION OF VACATED UPLAND ROAD AS WOULD ATTACH BY OPERATION OF LAW;

TOGETHER WITH LOTS 3, 4, 5, 33, 34 AND 35, BLOCK 15, OF SAID PLAT OF KENWOOD PARK;

EXCEPT THE SOUTHWESTERLY 15 FEET OF LOTS 5 AND 33;

TOGETHER WITH ALL OF VACATED HARMON AVENUE (87TH AVENUE NORTHWEST) AS SHOWN ON SAID PLAT LYING IN FRONT OF SAID LOT 3;

TOGETHER WITH ADJOINING PROPERTY VACATED UNDER THE CITY OF MEDINA ORDINANCE 804 RECORDED NOVEMBER 2, 2007 UNDER RECORDING NO. 20071102000047.

Vacation Criteria

The following is a list of criteria that council shall consider when determining whether to vacate the subject property. Please respond to each item by providing as much detailed information as possible to support your request. Attach more pages if necessary.

1. Whether a change in use or vacation of the subject property will provide a benefit to the city as determined by the council, including but not limited to any of the following examples: reduction of unnecessary ROW; preservation of streetscape character; expanding the city's property tax roll; addressing neighborhood requests related to traffic impacts; better accommodation of pedestrians, bicyclists, motorists and/or emergency responders; reservation of an easement will accommodate the city's current or projected need.

THE BENEFIT PROVIDED WILL BE MULTI-FOLD; A REDUCTION IN UNNECESSARY R.O.W. (BOTH ADJACENT LOTS HAVE SMALLER ROW), THE ENTIRETY OF THE 442 PROPERTY WILL HAVE A CONSISTENT R.O.W. AS DOES EACH LOT ON THIS STREET, AND THIS WILL EXPAND THE CITY'S PROPERTY TAX ROLL.

2. Whether the subject property is no longer required for public use or public access.

WITH THE RECENT VACATION OF THE ADJACENT PROPERTY TO THE SOUTH (426 87TH/UPLAND), THE REQUESTED PORTION OF THE 438 PROPERTY BECAME LESS ACCESSIBLE AND USEFUL AS PUBLIC PROPERTY, AND DOES NOT CURRENTLY PROVIDE PUBLIC ACCESS.

3. Whether the substitution of a new and different public way would be more or less useful to the city and/or the public.

THE VACATED PORTION OF UPLAND DRIVE WILL BE MORE USEFUL DUE TO THE CONSISTENCY OF THE RIGHT OF WAY.

4. Whether conditions may or could change in the future, creating or providing a greater or different public use or need than presently exists.

THIS REQUESTED VACATION WILL ALIGN WITH OTHER PROPERTIES ALONG THIS ROAD SO ANY FUTURE CHANGES TO THE R.O.W. WILL LIKELY AFFECT ALL PROPERTIES WITH NO ADDITIONAL DETRIMENT DUE TO THIS VACATION.

5. Whether existing property access will be restricted or denied as a result of the vacation.

THE VACATED PORTION OF UPLAND DRIVE WILL NOT RESTRICT OR DENY ACCESS TO ANY PROPERTIES.

6. Whether objections to the petition or proposed vacation are made by (i) owners of private property (exclusive of petitioners) abutting or in proximity to the subject property, (ii) governmental agencies, (iii) private users of the subject property, and/or (iv) members of the general public.

NO OBJECTIONS HAVE BEEN MADE TO OUR KNOWLEDGE. RECENT STREET VACATION(S) IN THE IMMEDIATELY VICINITY SUGGEST THAT THERE IS GENERAL SUPPORT BY NEIGHBORING PROPERTIES.

PETITION NO. _____
CITY OF MEDINA, WASHINGTON
PETITION TO VACATE STREET OR ALLEY

To the City Council of the City of Medina, Washington.


We, the owners of two-thirds of the real property abutting the public street, alley, sidewalk, trail and any other public grant, dedication and easement related to street, pedestrian, or travel purposes within the city, legally described on Page 1 of this Street Vacation Petition, petition the City Council of the City of Media to vacate this public street, alley, sidewalk, trail and any other public grant, dedication and easement related to street, pedestrian, or travel purposes within the city, pursuant to RCW Chapter 35.79 and MMC 12.44.

Property
Owner #1

Name KEN LIANG - LIANG LIVING TRUST

Address 442 UPLAND DR, MEDINA, WA 98039

Legal Description SEE ATTACHED

Signature  Date 8/17/2021

Property
Owner #2

Name _____

Address _____

Legal Description _____

Signature _____ Date _____

Property
Owner #3

Name _____

Address _____

Legal Description _____

Signature _____ Date _____

Property
Owner #4

Name _____

Address _____

Legal Description _____

Signature _____ Date _____

EXHIBIT A

A PORTION OF HARMON AVE PER PLAT OF KENWOOD PARK AS RECORDED IN BOOK 8 OF PLATS ON PAGE 26, IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS;

ALL THAT PORTION OF SAID HARMON AVE LYING IN FRONT OF LOTS 4 AND 5, BLOCK 15 OF SAID KENWOOD PARK;

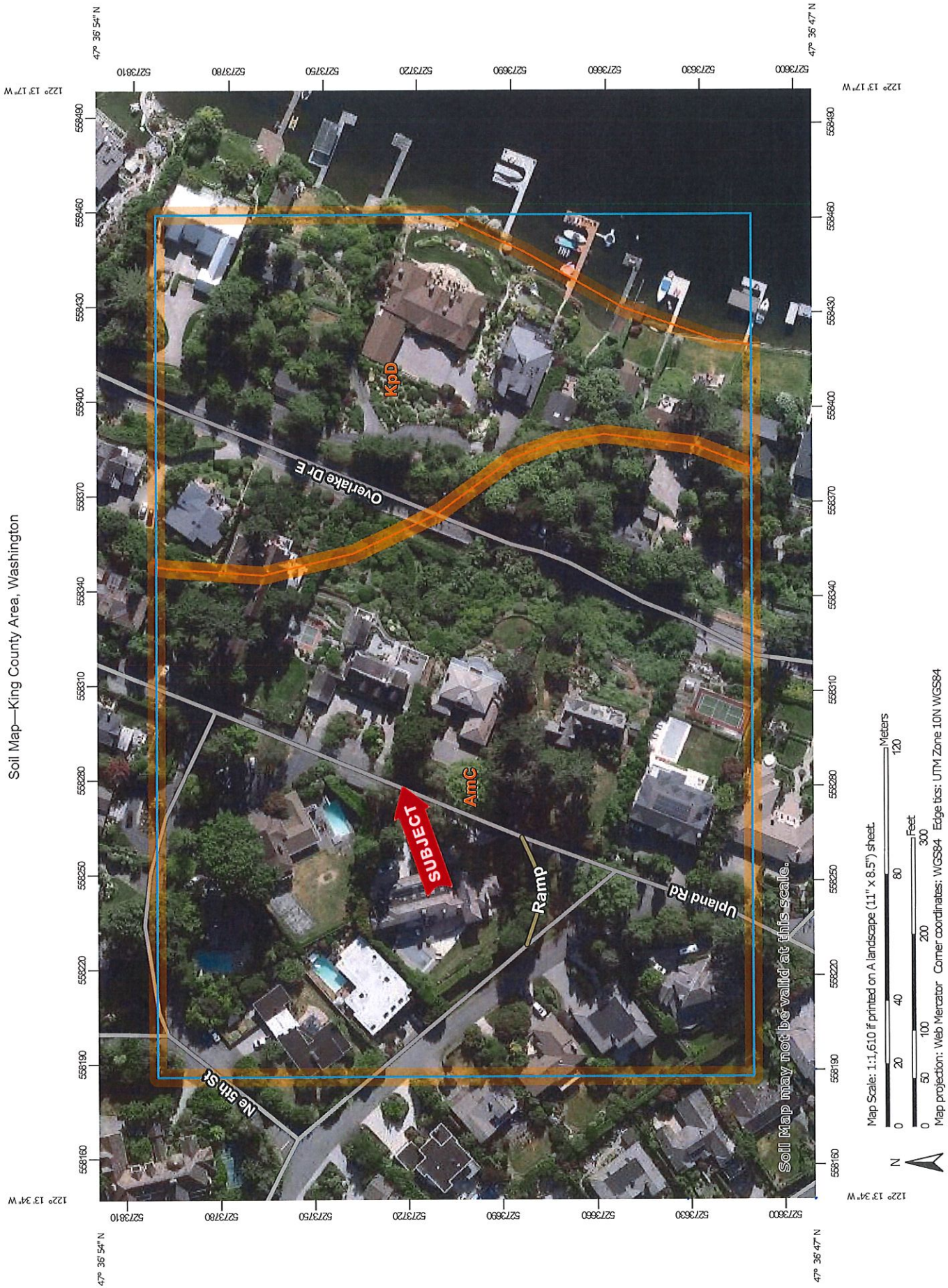
EXCEPT THE SOUTHWESTERLY 15 FEET ADJOINING LOT 5;

EXCEPT THAT PORTION OF HARMON AVE VACATED UNDER THE CITY OF MEDINA ORDINANCE NO. 804, RECORDED NOVEMBER 2, 2007 UNDER RECORDING NO. 20071102000049.



08/20/2021

Exhibit 2



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AmC	Arents, Alderwood material, 6 to 15 percent slopes	8.6	66.5%
KpD	Kitsap silt loam, 15 to 30 percent slopes	3.7	29.1%
Totals for Area of Interest		12.9	100.0%



Exhibit 3

Return Address:

CITY OF MEDINA, WA
 Attn: Rachel Baker, City Clerk
 501 Evergreen Point Rd
 Medina, WA 98039



20071102000047

BAKER
 PAGE 001 OF 005 ORD 94.00
 11/02/2007 09:10
 KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Ordinance No. 804 2. _____
 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. City of Medina, WA
 2. _____

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

- ① Neumann, Marc + Vicki ③ Loyd, Everil + Vesta
 ② Hansen, Donald + Susan

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOTS FOUR THROUGH TWELVE OF BLOCK FIFTEEN
 OF THE PLAT OF KERWOOD PARK

Additional legal is on page 4 of document.

Assessor's Property Tax Parcel/Account Number

383550-2395, 383550-2430, 383550-2406

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

R Baker

Signature of Requesting Party

ORDINANCE NO. 804

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON,
VACATING A PORTION OF THE UPLAND ROAD RIGHT-OF-WAY,
ESTABLISHING COMPENSATION FOR THE VACATION AND
ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the property abutting portions of Upland Road have petitioned for a street vacation, and

WHEREAS, the proposed street vacation is for the area depicted in the site plan attached as Exhibit A and the legal description attached as Exhibit B, and

WHEREAS, Resolution No. 324 set a public hearing date of March 12, 2007 for a public hearing on the vacation of the right-of-way, and

WHEREAS, notice of the public hearing was given in the manner provided by law for street vacation hearings and the City Council held the public hearing as scheduled and heard testimony from all interested parties, and

WHEREAS, the hearing on March 12, 2007 was continued until May 14, 2007, and

WHEREAS, at that time the hearing was conducted and all who wished to testify were afforded an opportunity to do so, and

WHEREAS, the right of way to be vacated has been appraised as provided in RCW 35.79.030, and

WHEREAS, after considering the public testimony and the information presented by City staff the City Council decided to vacate the right-of-way and hereinafter provided, now, therefore.

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

Section 1. Findings. The Medina City Council finds that:

- A. That portion of Upland Road right-of-way for which vacation is sought is surplus to the City of Medina's needs for road purposes; and
- B. The vacation of the right-of-way would not impair access to any property or otherwise impinge upon the property rights of the City of Medina or any private landowner.

Section 2. Vacation/Compensation. The right of way legally described in Exhibit B is hereby vacated. Pursuant to RCW 35.79.030 the City Council establishes the compensation to be paid by the abutting owners at \$ 163,000.

Section 3. Duties of Medina City Clerk. The Medina City Clerk is hereby authorized and directed to record a copy of this ordinance with the King County Department of Records and Elections, upon payment of the compensation specified above. In the event such payment is not made prior to November 1, 2007, this Ordinance shall terminate and be of no force or effect.

Section 4. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Medina, Washington, at a regular meeting thereof held this 14 day of May, 2007.

CITY OF MEDINA, WASHINGTON

Miles R. Adam
Miles R. Adam, Mayor

ATTEST:

Rachel Baker
Rachel Baker, City Clerk,

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY

Wayne D. Tanaka
Wayne D. Tanaka, City Attorney

Published 5/17/07
Effective 5/22/07

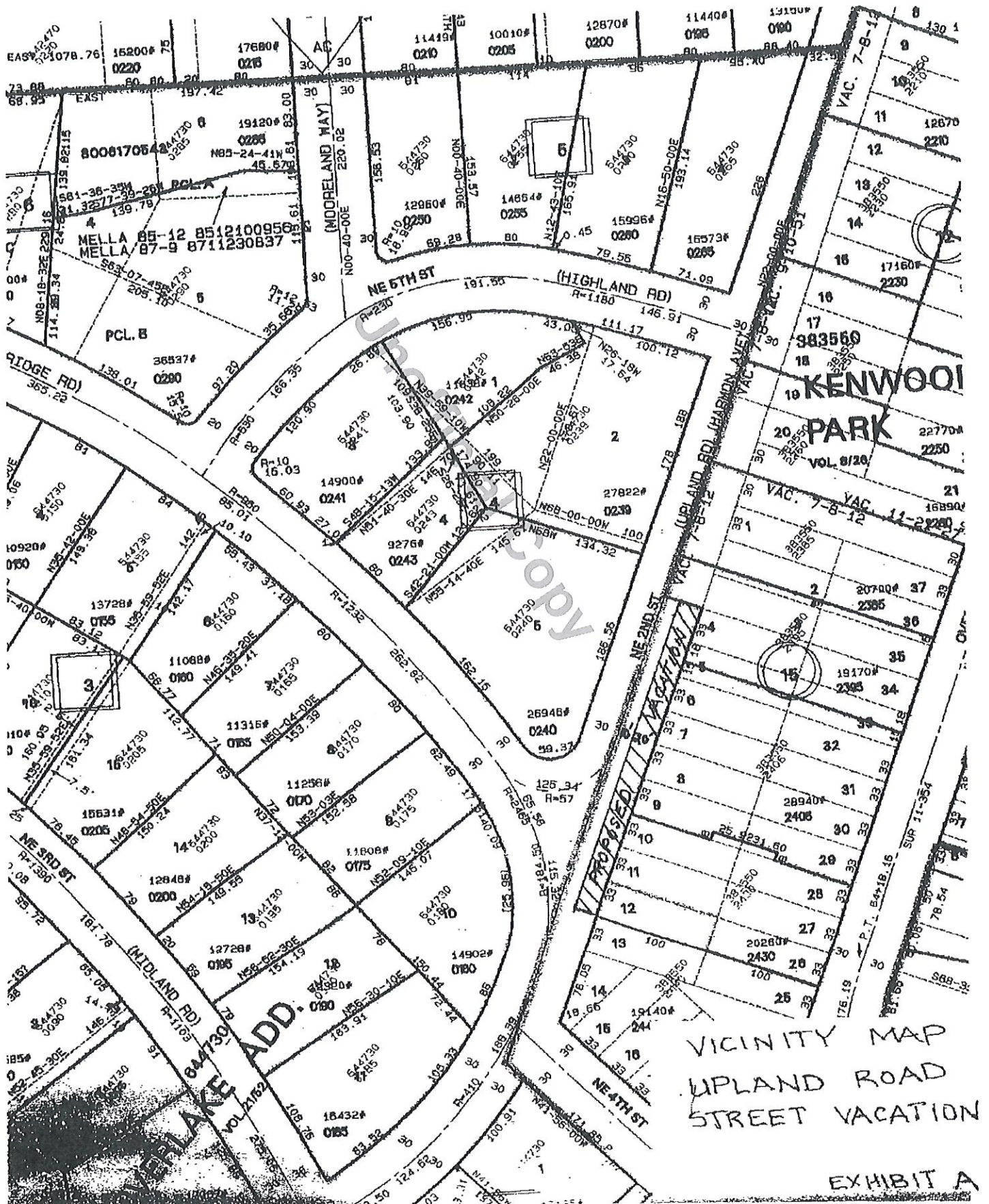


EXHIBIT B
PROPOSED UPLAND ROAD STREET VACATION

LEGAL DESCRIPTION OF THE PROPOSED STREET VACATION:

THE EASTERLY TWENTY FEET (20') FRONTING UPON LOTS FOUR THROUGH TWELVE OF BLOCK 15 OF THE PLAT OF KENWOOD PARK AS RECORDED IN VOLUME 8 OF PLATS, PAGE 26 RECORDS OF KING COUNTY, WASHINGTON, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE PUBLIC RIGHT-OF-WAY OF UPLAND ROAD, AS SHOWN ON EXHIBIT A, ALSO KNOWN AS HARMON AVENUE ON THE ORIGINAL PLAT OF KENWOOD PARK AS RECORDED IN VOLUME 8 OF PLATS, PAGE 26 RECORDS OF KING COUNTY, WASHINGTON.

Exhibit 4

Refer

King
Link

Prop

Was
Dep
Rev
link)

Was
Boa
App
link)

Boa
App

Dist

iMap

Rec

Scal
surv
map

Scal
plat
Notice
09/23/2

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New Search Property Tax Bill Map This Property Glossary of Terms Area Report Print Property Detail

PARCEL DATA

Parcel	383550-2385
Name	LIANG LIVING TRUST
Site Address	
Residential Area	033-005 (NE Appraisal District)
Property Name	

Jurisdiction	MEDINA
Levy Code	1836
Property Type	R
Plat Block / Building Number	12&15
Plat Lot / Unit Number	PORTIONS
Quarter-Section-Township-Range	NW-31-25-5

Legal Description

KENWOOD PARK ADD PCL "M" OF MEDINA LLA# P-LLA-20- 003 REC# 20210610900049 SD BLA BEING POR LOTS 1-5 & 33-37 BLK 15 & LOTS 19-21 BLK 12 OF SD ADD; TGW VAC ST ADJ TO LOT 3; TGW ADJ PROP VAC BY MEDINA ORD REC# 20071102000049
PLat Block: 12&15
Plat Lot: PORTIONS

LAND DATA

Click the camera to see more pictures.



Highest & Best Use As If Vacant	SINGLE FAMILY
Highest & Best Use As Improved	PRESENT USE
Present Use	Single Family(Res Use/Zone)
Land SqFt	59,480
Acres	1.37

Percentage Unusable	
Unbuildable	NO
Restrictive Size Shape	NO
Zoning	R16
Water	WATER DISTRICT
Sewer/Septic	PUBLIC
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	PAVED

Views

Rainier	GOOD
Territorial	EXCELLENT
Olympics	
Cascades	AVERAGE
Seattle Skyline	
Puget Sound	
Lake Washington	GOOD
Lake Sammamish	
Lake/River/Creek	
Other View	AVERAGE

Waterfront

Waterfront Location	
Waterfront Footage	0
Lot Depth Factor	0
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	NO
Proximity Influence	NO

Designations

Historic Site	
Current Use	(none)
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	YES
Deed Restrictions	NO

Nuisances

Topography	YES
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

Water Problems	NO
----------------	----

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Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Transportation Concurrency	NO
Other Problems	NO

Environmental

Environmental	NO
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BUILDING

TAX ROLL HISTORY

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total Value (\$)	New Dollars (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total Value (\$)	Tax Value Reason
383550238505	2021	2022		1836	4,056,000	0	4,056,000	418,000	4,056,000	0	4,056,000	
383550238505	2020	2021		1836	7,670,000	1,653,000	9,323,000	0	7,670,000	1,653,000	9,323,000	
383550238505	2019	2020		1836	5,226,000	880,000	6,106,000	0	5,226,000	880,000	6,106,000	
383550238505	2018	2019		1836	1,812,000	1,189,000	3,001,000	0	1,812,000	1,189,000	3,001,000	
383550238505	2017	2018		1836	1,615,000	1,060,000	2,675,000	0	1,615,000	1,060,000	2,675,000	
383550238505	2016	2017		1836	1,485,000	974,000	2,459,000	0	1,485,000	974,000	2,459,000	
383550238505	2015	2016		1836	1,374,000	901,000	2,275,000	0	1,374,000	901,000	2,275,000	
383550238505	2014	2015		1836	1,298,000	851,000	2,149,000	0	1,298,000	851,000	2,149,000	
383550238505	2013	2014		1836	1,142,000	735,000	1,877,000	0	1,142,000	735,000	1,877,000	
383550238505	2012	2013		1836	1,646,000	203,000	1,849,000	0	1,646,000	203,000	1,849,000	
383550238505	2011	2012		1836	1,646,000	203,000	1,849,000	0	1,646,000	203,000	1,849,000	
383550238505	2010	2011		1836	1,646,000	203,000	1,849,000	0	1,646,000	203,000	1,849,000	
383550238505	2009	2010		1836	1,733,000	369,000	2,102,000	0	1,733,000	369,000	2,102,000	
383550238505	2008	2009		1836	2,039,000	623,000	2,662,000	5,000	2,039,000	623,000	2,662,000	
383550238505	2007	2008		1836	1,837,000	557,000	2,394,000	0	1,837,000	557,000	2,394,000	
383550238505	2006	2007		1836	1,019,000	1,008,000	2,027,000	0	1,019,000	1,008,000	2,027,000	
383550238505	2005	2006		1836	927,000	815,000	1,742,000	0	927,000	815,000	1,742,000	
383550238505	2004	2005		1836	883,000	717,000	1,600,000	0	883,000	717,000	1,600,000	
383550238505	2003	2004		1836	803,000	611,000	1,414,000	0	803,000	611,000	1,414,000	
383550238505	2002	2003		1836	780,000	611,000	1,391,000	0	780,000	611,000	1,391,000	
383550238505	2001	2002		1836	737,000	509,000	1,246,000	0	737,000	509,000	1,246,000	
383550238505	2000	2001		1836	664,000	429,000	1,093,000	20,000	664,000	429,000	1,093,000	
383550238505	1999	2000		1836	595,000	362,000	957,000	0	595,000	362,000	957,000	
383550238505	1998	1999		1836	460,000	312,000	772,000	0	460,000	312,000	772,000	
383550238505	1997	1998		1836	0	0	0	0	392,000	266,000	658,000	
383550238505	1996	1997		1836	0	0	0	0	360,000	250,100	610,100	
383550238505	1994	1995		1836	0	0	0	0	360,000	250,100	610,100	
383550238505	1992	1993		1836	0	0	0	0	336,300	273,800	610,100	
383550238505	1990	1991		1836	0	0	0	0	300,300	244,500	544,800	
383550238505	1988	1989		1836	0	0	0	0	180,000	160,400	340,400	
383550238505	1986	1987		1836	0	0	0	0	167,700	122,500	290,200	
383550238505	1984	1985		1836	0	0	0	0	75,600	140,500	216,100	
383550238505	1982	1983		1836	0	0	0	0	75,600	140,500	216,100	

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
<u>2978208</u>	<u>20190320000354</u>	3/14/2019	\$5,700,000.00	BENTZ KIMBERLY M+JOHN A	LIANG KENNETH+LAURA (TTEES)	Statutory Warranty Deed	Trust
<u>2311686</u>	<u>20070921000707</u>	9/11/2007	\$4,200,000.00	NORDSTROM ERIK B+JULIE A	BENTZ KIMBERLY M+JOHN A	Statutory Warranty Deed	None
<u>1603108</u>	<u>199804021510</u>	3/4/1998	\$0.00	WELLS FARGO BANK	NORDSTROM ERIK B+JULIE A	Quit Claim Deed	Trust
<u>1468629</u>	<u>199602060736</u>	2/2/1996	\$1,400,000.00	HOWE WALTER JR	FIRST INTERSTATE BANK OF WA	Statutory Warranty Deed	None

REVIEW HISTORY

PERMIT HISTORY

Permit Number	Permit Description	Type	Issue Date	Permit Value	Issuing Jurisdiction	Reviewed Date
B-21-023	PERMANENT SHORING WALL,	Other	6/18/2021	\$250,000	MEDINA	8/9/2021
B-20-059	New Single Family Residence,	Building, New	6/18/2021	\$4,500,000	MEDINA	8/9/2021
D-20-018	Demo of existing structure and construction of new SFR ,	Demolition	5/17/2021	\$0	MEDINA	
P-19-058	SFR,		2/11/2021	\$0	MEDINA	
P-20-054	Demo of exiting structure and construction of new SFR,		12/18/2020	\$0	MEDINA	8/9/2021
P-LLA-20-001	1st Lot Line Adjustment,	Other	12/3/2020	\$0	MEDINA	8/9/2021
B091307-2045	Addition/alteration	Remodel	11/13/2007	\$165,000	MEDINA	6/1/2009
B050220-0121	Reconstruction - sport court	Accessory, New	4/17/2003	\$12,000	MEDINA	4/20/2007
3915	Accessoty building, deck expansion, addition	Accessory, New	6/25/1999	\$112,000	MEDINA	8/7/2000
3728		Remodel	5/22/1998	\$75,000		
3498		Remodel	3/8/1996	\$80,000		
D125		Demolition	2/13/1996	\$0		

HOME IMPROVEMENT EXEMPTION

Exempt Number	Building Number	Received Date	Estimated Cost	Estimated Completion Date	Begin Year	End Year	Amount	Permit Jurisdiction
12851	0	8/19/1998	\$75,000	8/21/1998	0	0	\$0	MEDINA

New Search	Property Tax Bill	Map This Property	Glossary of Terms	Area Report	Print Property Detail	
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ADVERTISEMENT

Liang
Street Vacation Petition

CITY OF MEDINA DECLARATION OF MAILING

Stephanie Keyser does declare as follows:

That s/he is an employee of the city of Medina and that on the 16th day of September 2021 s/he caused a true and correct legible copy of the following described documents to be mailed to all residences which are within 300 feet of the property in question described by its street address as follows:

442 Upland Road

Description of document:

NOH – Street Vacation Petition

A copy of the mailed item and the addresses to which it was mailed are attached hereto.

Signed under the penalties of perjury of the laws of the state of Washington at Medina, Washington this:

16 day of September 20 21

Signature of mailing employee



CITY OF MEDINA NOTICE OF VIRTUAL HEARING

NOTICE IS HEREBY GIVEN that the Medina City Council will conduct a virtual public hearing on **Monday, November 8, 2021, at 4:00 PM** or as called as soon thereafter via MS Teams. The purpose of this hearing is to consider public testimony for and against amendments to the following:

Street Vacation Petition: Request to vacate 510 square feet of right-of-way adjacent to 442 Upland Road

Applicant: Jim Dearth of Ripple Design Studio (agent)
Ken and Laura Liang (owners)

Address: 442 Upland Road

YOU ARE INVITED to attend the virtual public hearing and provide oral and written public testimony regarding this issue. The Medina City Council has the discretion to limit testimony to relevant, non-repetitive comments and to set time limits. **If you are unable to attend, written comments may be submitted to Aimee Kellerman, City Clerk, at akellerman@medina-wa.gov.** Comments received by 2:00 PM on November 8, 2021, will be provided to the Council electronically for consideration prior to the meeting. Comments received after that deadline will be provided to the Council at the meeting.

FOR INFORMATION ON HOW TO ATTEND THE REMOTE HEARING, INCLUDING THE DIRECT MEETING LINK AND TELEPHONE NUMBER, PLEASE SEE THE CITY'S WEBSITE FOR THE MEDINA CITY COUNCIL MEETING AGENDA WHICH WILL BE POSTED BY FRIDAY, NOVEMBER 5, 2021, BY 4:00 PM. PLEASE EITHER LOG IN OR CALL IN AT THE BEGINNING OF THE MEETING TO PARTICIPATE. IF YOU NEED SPECIAL ACCOMMODATIONS, PLEASE CONTACT AIMEE KELLERMAN.

STATE ENVIRONMENTAL POLICY ACT: This proposal is exempt from SEPA review pursuant to WAC 197-11-800(2)(i)

QUESTIONS: City Hall remains closed to the public. However, the complete petition may be reviewed by emailing the staff contact below.

STAFF CONTACT: Stephanie Keyser, Planning Manager, at (425) 233-6416 or skeyser@medina-wa.gov.

Stephanie Keyser, AICP, Planning Manager

9/16/2021

Notice Issued

WARNING!

Posted notice is not to be removed, mutilated, or concealed in any way.

ALEXANDRA L + JEFFREY A TEPER

432 OVERLAKE DRIVE E

MEDINA, WA 98039

JERRY + MAUREEN HUNTER

508 UPLAND RD

MEDINA, WA 98039

ALEXANDER + JOY STEWART

PO BOX 63

MEDINA, WA 98039

POLLY + WHERRY LAU

1661 HARBOR AVE SW #600

SEATTLE, WA 98126

TRENTON DYKES

426 UPLAND RD

MEDINA, WA 98039

ROBERT RICHMOND

500 86TH AVE NE

MEDINA, WA 98039

STUART + CLAUDIA LERWICK

518 UPLAND ROAD

MEDINA, WA 98039

PETER + TREMPER VAN SANT

8637 NE 6TH ST

MEDINA, WA 98039

STEVEN CHESTNUT

8612 NE 5TH ST

MEDINA, WA 98039

RICHARD + KATHRYN DALZELL

PO BOX 269

MEDINA, WA 98039

JIANG CHANGHUA + YAN YULAN

8629 NE 6TH ST

MEDINA, WA 98039

JEFF + CATHERINE JOHNSON

8622 NE 5TH ST

MEDINA, WA 98039

ANTHONY FUTRELL

NE 4TH ST

MEDINA, WA 98039

LOUIS LUNDQUIST

8621 NE 6TH ST

MEDINA, WA 98039

KIRK ALAN JOHNSON

4301 FOREST AVE SE

MERCER ISLAND, WA 98040

LHAM + FOROUTA MORSHEDZADEH

515 OVERLAKE DRIVE E

MEDINA, WA 98039

SAMEDY OUK

8447 RIDGE ROAD

MEDINA, WA 98039

MEDINA OVERLAKE 1 LLC

PO BOX 4206

BELLEVUE, WA 98009

CYNTHIA GILLISON + ERIC GOLDSBOROUGH

525 OVERLAKE DRIVE E

MEDINA, WA 98039

BRUCE RANSOM

435 UPLAND RD

MEDINA, WA 98039

BRUCE + DENISE NEU

484 OVERLAKE DRIVE E

MEDINA, WA 98039

MING SONG

531 OVERLAKE DRIVE E

MEDINA, WA 98039

NASER ATAEE

439 UPLAND ROAD

MEDINA, WA 98039

JKH FAMILY TRUST

494 OVERLAKE DRIVE E

MEDINA, WA 98039

SUSAN SULLIVAN

1645 RAMBLING LANE

MEDINA, WA 98039

JAY + SUMATHY PATHY

8457 NE 5TH ST

MEDINA, WA 98039

PEACE LAND LLC

520 OVERLAKE DRIVE E

MEDINA, WA 98039

JASON JOSEPH WEBER

446 OVERLAKE DR E

MEDINA, WA 98039

JAMES + KAREN HAAK

8605 NE 5TH ST

MEDINA, WA 98039

PEYMAN KHODABAKHSH

PO BOX 833

BELLEVUE, WA 98009

ARNE M JOSEFSBERG
402 UPLAND RD
MEDINA, WA 98039

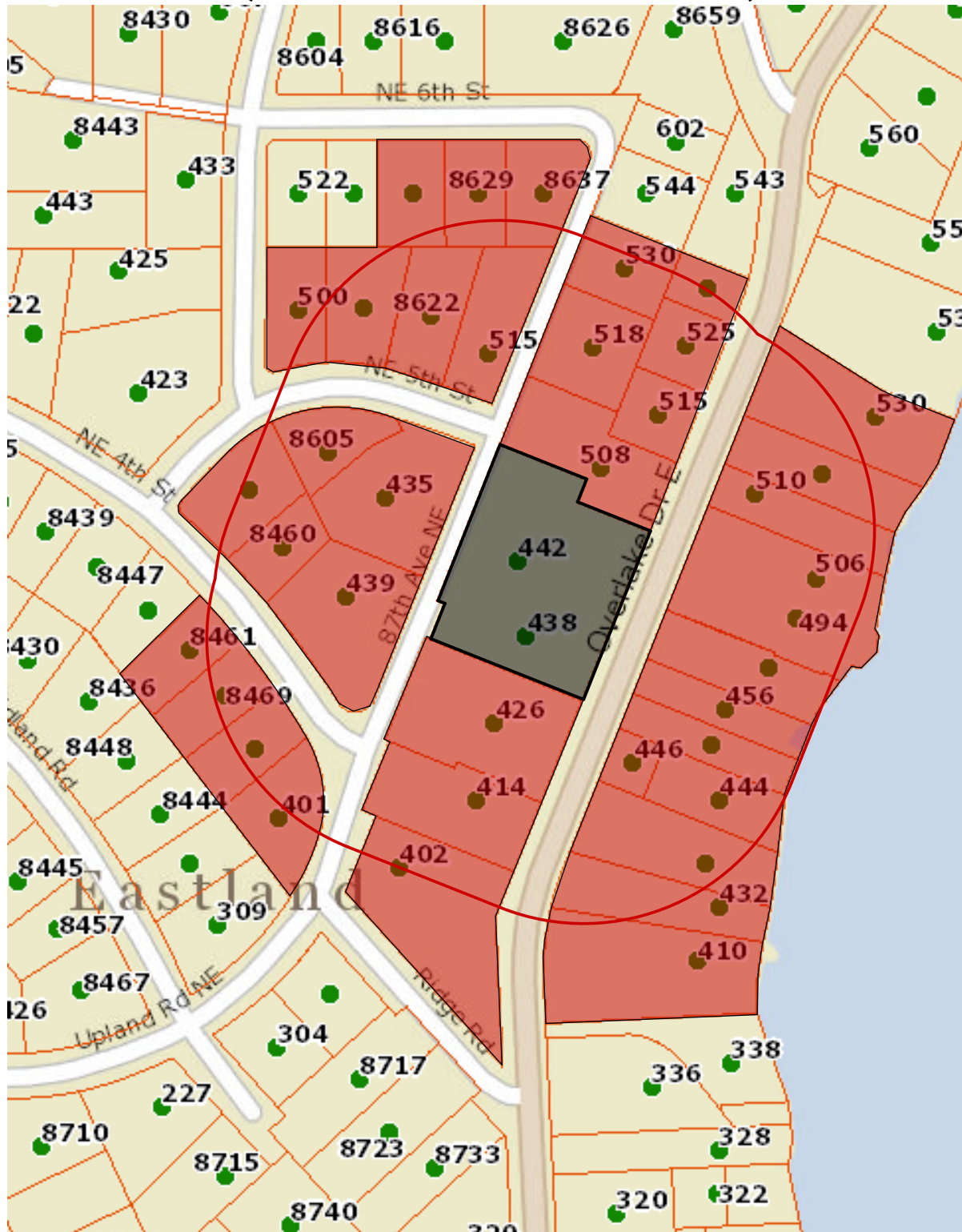
JAMES P + CARMEN R NOBLITT
8461 RIDGE ROAD
MEDINA, WA 98039

PETER J + MARTHA C WOODMAN
401 UPLAND RD
MEDINA, WA 98039

KIRK JOHNSON
515 UPLAND RD
MEDINA, WA 98039

MICHAEL JOHNSON
414 UPLAND RD
MEDINA, WA 98039

VICINITY MAP (PROPERTIES WITHIN 300')



**CITY OF MEDINA
DECLARATION OF POSTING**

PAT CRICKMORE does declare as follows:

That s/he is an employee of the city of Medina and that on the:

16th day of September 20 21

s/he caused a true and correct legible copy of the following described documents to be posted at each of the following indicated locations:

PN Medina City Hall, 501 Evergreen Point Road, Medina

PN City Website

PL Medina Post Office, 816 Evergreen Point Road, Medina

PL Public notice board at Medina Park Northeast 12th Street parking lot.

PL At two locations within 300 feet of the property in question described by its street address as follows:

442 Upland Road

Description of document:
NOH – Street Vacation Petition

A copy of the posted item is attached hereto.

Signed under the penalties of perjury of the laws of the state of Washington at Medina, Washington this:

16th day of September 20 21

Pat Crickmore
Signature of posting employee



CITY OF MEDINA NOTICE OF VIRTUAL HEARING

NOTICE IS HEREBY GIVEN that the Medina City Council will conduct a virtual public hearing on **Monday, November 8, 2021, at 4:00 PM** or as called as soon thereafter via MS Teams. The purpose of this hearing is to consider public testimony for and against amendments to the following:

Street Vacation Petition: Request to vacate 510 square feet of right-of-way adjacent to 442 Upland Road

Applicant: Jim Dearth of Ripple Design Studio (agent)
Ken and Laura Liang (owners)

Address: 442 Upland Road

YOU ARE INVITED to attend the virtual public hearing and provide oral and written public testimony regarding this issue. The Medina City Council has the discretion to limit testimony to relevant, non-repetitive comments and to set time limits. **If you are unable to attend, written comments may be submitted to Aimee Kellerman, City Clerk, at akellerman@medina-wa.gov.** Comments received by 2:00 PM on November 8, 2021, will be provided to the Council electronically for consideration prior to the meeting. Comments received after that deadline will be provided to the Council at the meeting.

FOR INFORMATION ON HOW TO ATTEND THE REMOTE HEARING, INCLUDING THE DIRECT MEETING LINK AND TELEPHONE NUMBER, PLEASE SEE THE CITY'S WEBSITE FOR THE MEDINA CITY COUNCIL MEETING AGENDA WHICH WILL BE POSTED BY FRIDAY, NOVEMBER 5, 2021, BY 4:00 PM. PLEASE EITHER LOG IN OR CALL IN AT THE BEGINNING OF THE MEETING TO PARTICIPATE. IF YOU NEED SPECIAL ACCOMMODATIONS, PLEASE CONTACT AIMEE KELLERMAN.

STATE ENVIRONMENTAL POLICY ACT: This proposal is exempt from SEPA review pursuant to WAC 197-11-800(2)(i)

QUESTIONS: City Hall remains closed to the public. However, the complete petition may be reviewed by emailing the staff contact below.

STAFF CONTACT: Stephanie Keyser, Planning Manager, at (425) 233-6416 or skeyser@medina-wa.gov.

Stephanie Keyser, AICP, Planning Manager

9/16/2021

Notice Issued

WARNING!

Posted notice is not to be removed, mutilated, or concealed in any way.

Stephanie Keyser

From: Legals <legals@seattletimes.com>
Sent: Tuesday, September 14, 2021 11:13 AM
To: Stephanie Keyser
Subject: RE: 14779 - 14880 - City of Medina Legal Ads
Attachments: 14880Proof.pdf; 14879Proof.pdf

Hi Stephanie,
These are both scheduled to publish on 9/16. Proofs are attached.
Thank you!
Order 14879, \$220.77
Order 14880 \$144.95

Holly Botts

Legal Advertising Representative

p: (206) 652-6604

e: hbotts@seattletimes.com

The Seattle Times

MEDIA SOLUTIONS

Smart marketing with local impact

From: Stephanie Keyser <skeyser@medina-wa.gov>
Sent: Tuesday, September 14, 2021 8:25 AM
To: Legals <legals@seattletimes.com>
Subject: 14779 - 14880 - City of Medina Legal Ads

Good Morning!

Attached please find two legal ads for publication on Thursday, September 16th.

Thanks!

Stephanie

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**CITY OF MEDINA
NOTICE OF VIRTUAL
PUBLIC HEARING**

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Ken and Laura Liang (owners)

Address: 442 Upland Road

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For information on how to participate in the virtual public hearing, including the direct meeting link and telephone number, please see the City's website for the Medina City Council meeting agenda which will be posted by Friday, November 5, 2021 by 4:00 PM. Please either log in or call in at the beginning of the meeting to participate. If you need special accommodations, please contact Aimee Kellerman.

STATE ENVIRONMENTAL POLICY ACT (SEPA): This proposal is exempt from SEPA review pursuant to WAC 197-11-800(2)(I)

QUESTIONS: City Hall remains closed to the public. However, the complete ordinance may be reviewed by emailing the staff contact below.

STAFF CONTACT: Stephanie Keyser, Planning Manager, at (425) 233-6416 or skeyser@medina-wa.gov

CITY OF MEDINA, WASHINGTON

RESOLUTION NO. 419

A RESOLUTION OF THE CITY COUNCIL OF MEDINA, WASHINGTON, SETTING A LEGISLATIVE HEARING ON THE NOVEMBER 8, 2021, CITY COUNCIL AGENDA TO CONSIDER A PETITION FOR THE VACATION OF 510 SQUARE FEET OF RIGHT-OF-WAY AT 442 UPLAND ROAD (AKA 442 87TH AVENUE N.E.), MEDINA, WASHINGTON, AND DIRECTING NOTIFICATIONS THEREOF, ALL IN ACCORDANCE WITH RCW CHAPTER 35.79 AND MEDINA MUNICIPAL CODE CHAPTER 12.44.

WHEREAS, a street vacation petition (Petition) was submitted to the City of Medina on August 23, 2021, by Jim Dearth, of Ripple Design Studio, on behalf of Ken Liang, owner of and resident at 442 Upland Road (aka 442 87th Avenue N.E.), Medina, Washington (Property), seeking to vacate 510 square feet of Upland Road right-of-way (Subject ROW) immediately adjacent to and abutting the Property; and

WHEREAS, the Subject ROW to be vacated comprises a strip of land 10' x 51' in size abutting only the property of Ken Liang, and the Petition is therefore signed by more than two-thirds of the owners abutting the portion of Upland Road for which the vacation is sought; and

WHEREAS, the existing Property is legally described in attached **Exhibit A** and shown in the Vacation Exhibit attached as **Exhibit B**; and

WHEREAS, Medina Municipal Code (MMC) Chapter 12.44 and RCW Chapter 35.79 require that when a vacation petition has been filed with a city and is signed by more than two-thirds of the owners abutting the ROW to be vacated, as is the Petition filed in this instance, the City Council shall by resolution set a hearing on the Petition for a date which is not more than sixty days nor less than twenty days after the date of passage of such resolution; and

WHEREAS, upon passage of such resolution the City shall give 20 days' notice of the pendency of the Petition and hearing as specified in MMC 12.44.100, which shall include posting a written notice thereof in three of the most conspicuous public places in the City, and posting such notice in a conspicuous place on the Subject ROW, and on the City website, and shall further publish the notice in the Seattle Times as the City's official newspaper, and shall mail such notice to all property owners within 300 feet of the subject property; and

WHEREAS, the Council's meeting date of November 8, 2021 satisfies the statutory time limit requirements for the hearing and enables timely posting and publication thereof as required by law; and

WHEREAS, the foregoing recitals are hereby adopted as the Council's findings on this matter;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. Hearing Date and Time Scheduled. The hearing date and time for the Petition described above is hereby set for November 8, 2021, commencing at 4:00 p.m. or as soon thereafter as called by the Council from its meeting agenda. The hearing date and time may be continued from time to time as determined necessary or appropriate by the Council to complete the statutory review specified under MMC Chapter 12.44 and RCW Chapter 35.79 and enable the Council to make a fully informed legislative decision on and concerning the Petition.

Section 2. Notice of Hearing. The City Clerk is directed to timely post and publish and mail notices of the Petition and hearing date/time/place in the form and places and manner specified herein and as required by MMC Chapter 12.44 and RCW Chapter 35.79, and to maintain a record of such actions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON SEPTEMBER 13, 2021 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON SAID DATE.



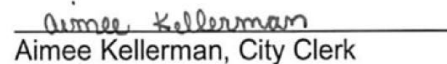
Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC



Scott M. Missall, City Attorney

Attest:



Aimee Kellerman, City Clerk

FILED WITH THE CITY CLERK: 09/14/2021
PASSED BY THE COUNCIL: 09/13/2021
RESOLUTION NO. 419

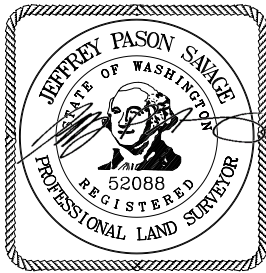
EXHIBIT A

A PORTION OF HARMON AVE PER PLAT OF KENWOOD PARK AS RECORDED IN BOOK 8 OF PLATS ON PAGE 26, IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS;

ALL THAT PORTION OF SAID HARMON AVE LYING IN FRONT OF LOTS 4 AND 5, BLOCK 15 OF SAID KENWOOD PARK;

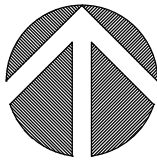
EXCEPT THE SOUTHWESTERLY 15 FEET ADJOINING LOT 5;

EXCEPT THAT PORTION OF HARMON AVE VACATED UNDER THE CITY OF MEDINA ORDINANCE NO. 804, RECORDED NOVEMBER 2, 2007 UNDER RECORDING NO. 20071102000049.



08/20/2021

EXHIBIT B



N.T.S.

10' PORTION OF
RIGHT OF WAY
TO BE VACATED

UPLAND RD
(HARMON AVE)

N 67°04'13" W
10.00'

N 22°55'47" E
33.00'

N 67°04'13" W
30.00'

N 22°55'47" E
6.00'

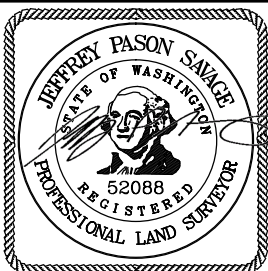
LOT 3

LOT 4

20' PORTION OF
RIGHT OF WAY
VACATED PER CITY
OF MEDINA
ORDINANCE NO. 804

LOT 5

N 67°04'13" W
220.00'



VACATION EXHIBIT

438 UPLAND RD
MEDINA, WA 98039

JOB NO. 191875
DATE: 08/20/2021

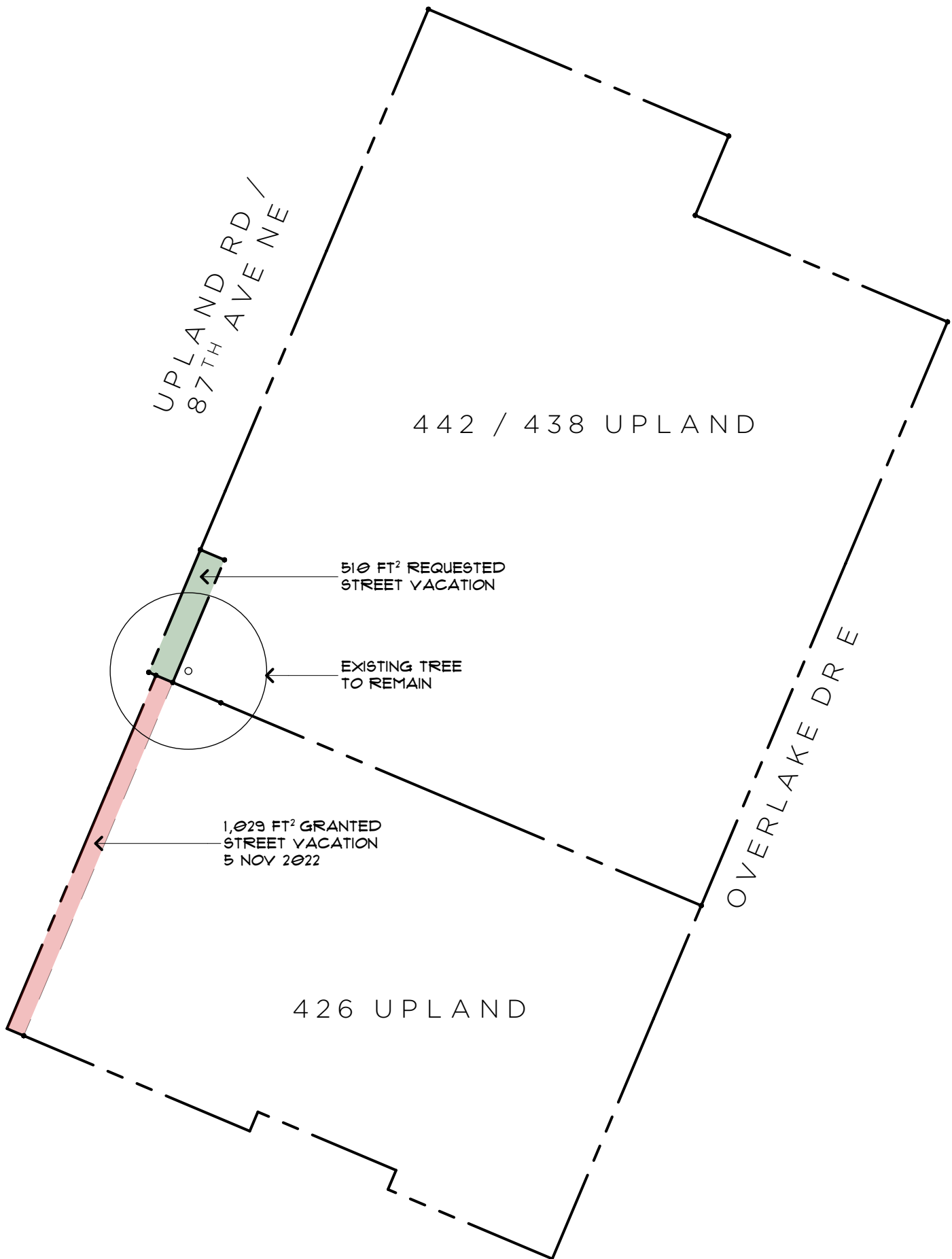


Terrane

10801 Main Street, Suite 102, Bellevue, WA 98004

phone 425.458.4488 support@terrane.net

www.terrane.net



Stephanie Keyser

From: Ken Liang <kenliangman@gmail.com>
Sent: Monday, October 25, 2021 12:02 PM
To: Jessica Rossman; Harini Gokul; Jen Garone; Cynthia Adkins; Roger Frey; Bob Zook; Alex Morcos; Stephanie Keyser; Scott Missall
Cc: Ken Liang; Brad (RE Litigator) Thoreson; Jim Dearth; Jeffrey Almeter; Laura Liang
Subject: Owner/Applicant's Response and Objections to City of Medina Appraisal for 442/438 Upland Road Street Vacation
Attachments: Owner Response & Objection to Appraisal- 442438 Upland Road Street Vacation.pdf; Exhibit A- Diagram Comparing 442438 v 426 Street Vacation.pdf; Exhibits B--E of 442438 Upland Owner's Response.pdf

Ladies and Gentlemen, pursuant to City of Medina's staff instructions to provide written response and objections for the above referenced matter, please find the following documents relating the above referenced matter.

1. Response and Objection by Ken and Laura Liang to City of Medina's Appraisal for 442/438 Upland Road
2. Exhibit A: Diagram comparing 442/438 Upland Road street vacation to previously approved 426 Upland Road street vacation
3. Exhibits B-E:

Please let me know if did not receive the 3 attachments or have any questions. My contact information is set forth below.

Regards
Ken

Ken Liang
Email: kenliangman@gmail.com
Mobile: 818-817-1922

To: City of Medina City Council
City of Medina Staff (Stephanie Keyser)

CC: Brad P. Thoreson, Esq. (Buchalter)
Scott Missall, Esq. (Medina City Attorney)

From: Ken and Laura Liang (Owner/Applicant)

Date: October 25, 2021

Re: Formal Objection to City of Medina Appraisal for 442/438 Upland Road Street Vacation– 1,667% higher than identical next door contiguous ROW appraisal adopted by City in 11/2020 – Spite/Retaliatory Appraisal

1. Brief Summary of Specious Appraisal

This is the Ken and Laura Liang's (Owner/Applicant) response and formal objection to errant Sherwood Appraisal prepared for the City of Medina for the 510 sq ft area at 442/438 Upland Road dated September 23, 2021. (the "Medina 442/438 Appraisal") **Remarkably, the Medina 442/438 Appraisal values the 510 sq ft at \$127,500 or \$250 per square feet (PSF), or 1,667% higher than both an appraisal, and review appraisal, of an identical abutting right of way ("ROW") at 426 Upland Road approved by the City less than 10 months ago on November 5, 2020. (See Exhibit B)** The 442/438 Appraisal is either a grand mistake or a spite appraisal, meant only to damage its only obvious purchaser, Owner/Applicant. Stated simply, if the Medina 442/438 Appraisal is valid, every property in Medina has effectively increased from \$10M to \$167M in 10 months.

2. Appraisal not Obtained by Owner/Applicant because the City of Medina directed them to not do so

Owner/Applicant was directed by the City of Medina staff to not submit an appraisal as part of the street vacation application process, and as a result, Owner/Applicant has not undertaken the same. Owner/Applicant complied with the City of Medina's directive to not submit their own appraisal as they had reviewed the King appraisal, and Barnes review appraisal, and concluded it would be a simple process, as an abutting strip located at 426 Upland Road had been appraised by Mr. King of King Appraisal and reviewed by well-regarded MAI Ken Barnes of McKee Appraisal representing the City of Medina, less than 10 months ago (November 5, 2020), who both agreed the range should be \$15 to \$30 PSF, using well established MAI appraisal standards and practices. **(See Exhibits A-D)** We understand that appraisers are currently in high demand and it takes approximately 2-6 months to engage a reputable appraiser in the Bellevue/Seattle area.

However, it would appear that if McKee & Associates and MAI Ken Barnes (City of Medina appraisers of the abutting ROW from November 2020) were retained by Owner/Applicant, Mr. Barnes would blow holes through the Sherwood appraisal, as not based on standard and accepted valuation methodology for ROW – in particular the City of Medina. Mr. Barnes has attained the highest status for an appraiser with a MAI designation. Mr. Sherwood has not.

That would then leave to **WHY** and **HOW** questions for the City. WHY staff accepted an appraisal so contrary to others completed in the recent past and the use of odd and outlandish appraisal methodology to arrive at a valuation that is almost 2,000% higher than comparable and, in particular, the abutting ROW valued late last year. WHY the City Council is being asked by staff to adopt this appraisal so out of line, it literally cries for review?

HOW does one square the 2020 abutting ROW valuation, which was appraised and reviewed, with one where the value for identical ROW has come back at \$250 PSF, versus a well debated range of \$15-30 PSF.

3. Helpful reference documents attached: We assume you have access to full documents referenced in Exhibits B-E) through the City's staff as it is voluminous but we can provide if needed.
 - a. Exhibit A: Diagram comparing 442/438 Upland Road street vacation and prior City approved (11/05/2020) street vacation on abutting strip located at 426 Upland Road
 - b. Exhibit B: Portions of City of Medina approval of street vacation for 426 Upland Road dated November 5, 2020
 - c. Exhibit C: Portions of Appraisal of King Appraisal re 426 Upland Road street vacation
 - d. Exhibit D: Portions of Appraisal Review by Ken Barnes at McKee & Associates re 426 Upland Road street vacation.
 - e. Exhibit E: Portions of City of Medina approval of street vacation dated May 14, 2007 re 438, 426 and 414 Upland Road.

4. Valuation Impossibility - \$15-30 PSF to \$250 PSF in 10 months

The Medina 442/438 Appraisal does not make any sense to us and does not, according to other appraisers, use appropriate valuation methodology for City property ancillary to abutting property which is to be vacated and sold. The best examples are the most recent appraisal of Mr. King and the review appraisal prepared by Ken Barnes of McKee & Associates for Scott Missall, City Attorney for Medina, in November of 2020 on the right

of way next to the subject area. Both concluded a value, based on a “before and after” valuation methodology. The methodology made sense and came up with a range of \$15-30 PSF for the vacated property. We suspect that if we pulled other like kind appraisals within the City of Medina, we would find identical methodologies used by MAI’s. So, completely abandoning prior and appropriate methodologies, using an approach that ignores assessed value and other comp’s for vacated property, and making a first ever (novel) determination that all properties in Medina are “raw land” are incredible reaches that do not comply with acceptable MAI appraisal standards and practices. We suggest the City of Medina re-engage Mr. Barnes to perform a review of the Sherwood appraisal to see if he can justify an increase in value of almost 1,700% in less than 10 months.

5. November 5, 2020 City Council approval of 426 Upland Road Street Vacation

On November 5, 2020, the Medina City council approved a street vacation at the property located at 426 Upland Road, Medina, the adjoining lot to the Owner/Applicant’s lot at 442/438 Upland Road. In the 426 Upland Road street vacation, the Medina City Council approved on November 5, 2020 a purchase price of \$15,435 for 1,029 sq ft of land or \$15 PSF. (See Exhibit B). As indicated above, there were two appraisals done in the 426 Upland Road street vacation. The owner’s appraiser (King Appraisal) recommended a price of \$15 PSF. The appraiser engaged by the City of Medina (Ken Barnes of McKee & Associates) recommended a price of \$30 PSF. The Medina 442/438 Appraisal now concludes the price to be paid for 510 sq ft of land subject to the street vacation at 442/438 Upland that adjoins the 426 Upland Road vacated property is \$127,500 or \$250 PSF. An increase of 1,667% in 10 months or 2,000% annualized. **(See Exhibits A-D):**

- a. Can the City of Medina explain/justify how the price approved by the City of Medina for street vacation for two adjoining strips of land differ from \$15 PSF to \$250 PSF within a one-year period? How can Owner/Applicant be charged **1,667%** higher price 10 months later? Why is there such a difference in treatment given the identical (except size) connecting right of way 426 Upland Road and 442/438 Upland Road?
- b. Can the City of Medina explain how Medina 442/438 Appraisal for land subject to a street vacation application so differ from a very detailed appraisal, and review appraisal, for the identical right of way being valued about 10 months apart. Sherwood does not even reference the November 5, 2020 street vacation of 426 Upland Road as a comparable in his appraisal and provides no reason for not doing so. Owner/Applicant’s prior inquiries to City of Medina staff for rationale did not yield any response other than Owner/Applicant can voice its concerns at the scheduled November 8, 2021 City Council meeting. This memo is written to comply with staff’s response.
- c. In prior street vacation proceedings on May 22, 2007 involving these two adjoining lots, the City of Medina did not distinguish between 438 and 426 Upland Road and

treated them exactly the same in terms of valuation along with 414 Upland Road (the property abutting 426 Upland Road to the south). How can the City of Medina explain such a difference in treatment now? (See Exhibit E).

- d. Although we hope not intended, this situation seems to be retaliatory. We are the obvious buyer for the vacated property and the City is aware of that fact. There have been speed bumps with the City along the way and we hope a new very odd appraisal increasing the value by close to 1,700% IS NOT a way to make it difficult for us relative to the owner at 426 Upland or generally. But having thoroughly reviewed the King and Barnes valuation work, and our attorney having spoken directly with Mr. Barnes of McKee & Associates, we feel very confident that the work of Mr. Sherwood is not appropriate or proper. We simply do not understand why the City of Medina would adopt the Medina 442/438 Appraisal by Sherwood.
- e. If the very odd methodology used by Mr. Sherwood is going to become the new standard for City of Medina's right of way vacation and valuation, we would appreciate confirmation of this fact and would like to know if any other MAI (Mr. Sherwood does not hold seem to hold such a designation) agrees with his approach and whether it is, in fact, legal.

6. Flawed Appraisal Methodology – Improvements Valued at -0-

The Medina 442/438 Appraisal methodology seems to be flawed or inconsistent to other market type residential appraisals analyzing single family residences. The Medina 442/438 Appraisal uses a market analysis of single-family residences sold during the last 12 months. It has no reference to the 426 Upland Road street vacation and provides no explanation for its exclusion as a comp right next door and within the last 10 months. However, the Medina 442/438 Appraisal attributes 100% of the sales price in those single-family residences sales to the land even though they were sold with houses on them. It attributes a value of -0- to the houses located on such properties used for its comparable sales. The Medina 442/438 Appraisal takes the sale prices for those single-family residences and divides it by the square footage of the lot size and comes up with a PSF price that attributes 100% of the sale price to the land only. Based on this methodology, the sale comps for house and land are skewed to higher value per sq ft of land because it attributed -0- value to the house and assumes the market does not attribute value to the house. The Medina 442/438 Appraisal using this flawed technique creates a skewed range of value of \$229.30 to \$300.81 PSF for the land value for those single-family residences and a -0- value for houses on those properties. This methodology does not seem to be rational given the disparity in treatment by the City of Medina towards the Owner/Applicant.

- a. The Medina 442/438 Appraisal refers to the sales prices of 442 Upland Road paid by Owner/Applicant at \$5.7mm and 438 Upland Road at \$4.47mm in 2019 or \$10.170mm in aggregate. 442 had a 4,080 sq ft house at the time

of purchase in 2019 and 438 had a 3,370 sq ft house in 2019. However, the Medina 442/438 Appraisal refers to the sales price of the land of 442 and 438 at \$170.98 PSF by taking the combined purchase price of \$10.170mm and dividing it by 1.37 acres. Each of the houses were fully habitable at the time of the purchase. Applying \$250 PSF valuation used in the Medina 442/438 Appraisal to the whole lot at 442/438 Upland Road would result in a value of approx. \$15mm after demolishing two multi-million dollar houses. Owner/Applicant has never seen any residential appraisals adopt this methodology.

- b. The Medina 442/438 Appraisal attributes -0- value to the comparable houses and deems them to be at the end of their 'effective' life. How was this determination made?

7. Contributory Value is the Standard and Accepted Appraisal Methodology

The Medina 442/438 Appraisal does not consider the size of the strip of land being vacated relative the size of whole parcel or lot. The Medina 442/438 Appraisal assumes there is no difference of the value of 510 sq ft of land relative to a 10,000 sq ft lot, 20,000 sq ft lot, 30,000 sq ft lot or 60,000 sq ft lot in the case of 442/438 Upland Road.

- a. Prior appraisals by King and Barnes apply a before and after valuation technique, which is typical for this type of a valuation. It evaluates the value of the property with the vacated strip and without the vacated strip. Please see expressly Ken Barnes (McKee & Associates appraisal in Exhibit D) assessment for the abutting strip in November of 2020 adopting "Contributory Value" methodology which is defined as considering the value of the component contributed to the value of the whole property. The larger the lot relative to the proposed vacated land, the less valuable vacated land is to that whole lot.
- b. For 426 Upland, the vacated land of 1,029 sq ft relative to a 31,880 sq ft lot represented approx. 3.0 %. Here, the 510 sq ft strip relative to 1.37 acres is approx. 0.8%.

8. Disparate Impact Between Two Neighbors

The Medina 442/438 Appraisal methodology compared to the methodology applied on November 5, 2020 for 426 Upland Road seems inconsistent with no apparent rationale for the change from a public viewpoint. It results in a very significant disparate, harmful and prejudicial treatment to Owner/Applicant relative to its neighbor in less than 12 months even though both are similar situated from geographical and location stand point.

- a. In prior street vacation proceeding with the City of Medina in 2007, 438 Upland and 426 Upland were treated exactly the same (see Exhibit E).
- b. Was there a particular reason why the appraiser (McKee) used by the City of Medina in the 426 Upland street vacation in November 2020 case was not engaged here?
- c. Was the appraiser used in this case (Sherwood Appraisal) aware of the prior appraisal by McKee and methodology adopted by the City of Medina Council on November 5, 2020? And what has the City done to evaluate the incredibly disparate outcomes in the two separate appraisals for connecting right of way – 1,667% difference in 10 months. We believe Mr. Barnes or Mr. King or countless other appraiser's use by the City for ROW vacation could point out the errors in the Sherwood appraisal.
- d. Was there a reason or intent to change to an inapplicable and possibly 'illegal' methodology? The disparate treatment resulting from the change in methodology between Owner/Applicant and the 426 Upland owner and property seems extreme to charge one owner 1,667% higher price within a 10 month period. There should be a consistent valuation methodology application by the City of Medina in valuing land in Medina residential settings?
- e. Will City of Medina use this methodology if it was purchasing land in Medina if this was an eminent domain case or in future cases?

9. Equal Treatment

Given the similarities between the 426 Upland Road street vacation on November 5, 2020 to 442/438 Upland Road, it would seem rationale to follow the precedent and methodology adopted on November 5, 2020 and apply it in this similar situated case with some additional consideration for the market value change during the last year. There does not seem to be a rational basis to treat such similar situations with such a different, harmful and prejudicial outcome to Owner/Applicant. Or, did owner of 426 Upland Road received a huge preferential treatment in November 2020 relative to Owner/Applicant?

Ken and Laura Liang

EXHIBIT A

510 FT² REQUESTED
STREET VACATION;
442/438 APPRAISAL
AT \$250/FT²
\$127,500

1,029 FT² GRANTED
STREET VACATION,
RESOLUTION 419
ON 11/05/2020
AT COST OF \$15/FT²
\$15,435

GRANTED STREET
VACATION 05/22/2001,
ORDINANCE 804;
AT EQUAL PRORATA
COST TO ALL
PROPERTY OWNERS

426 UPLAND
(31,880 FT²)

442 / 438 UPLAND
(59,480 FT²)

414 UPLAND

402 UPLAND

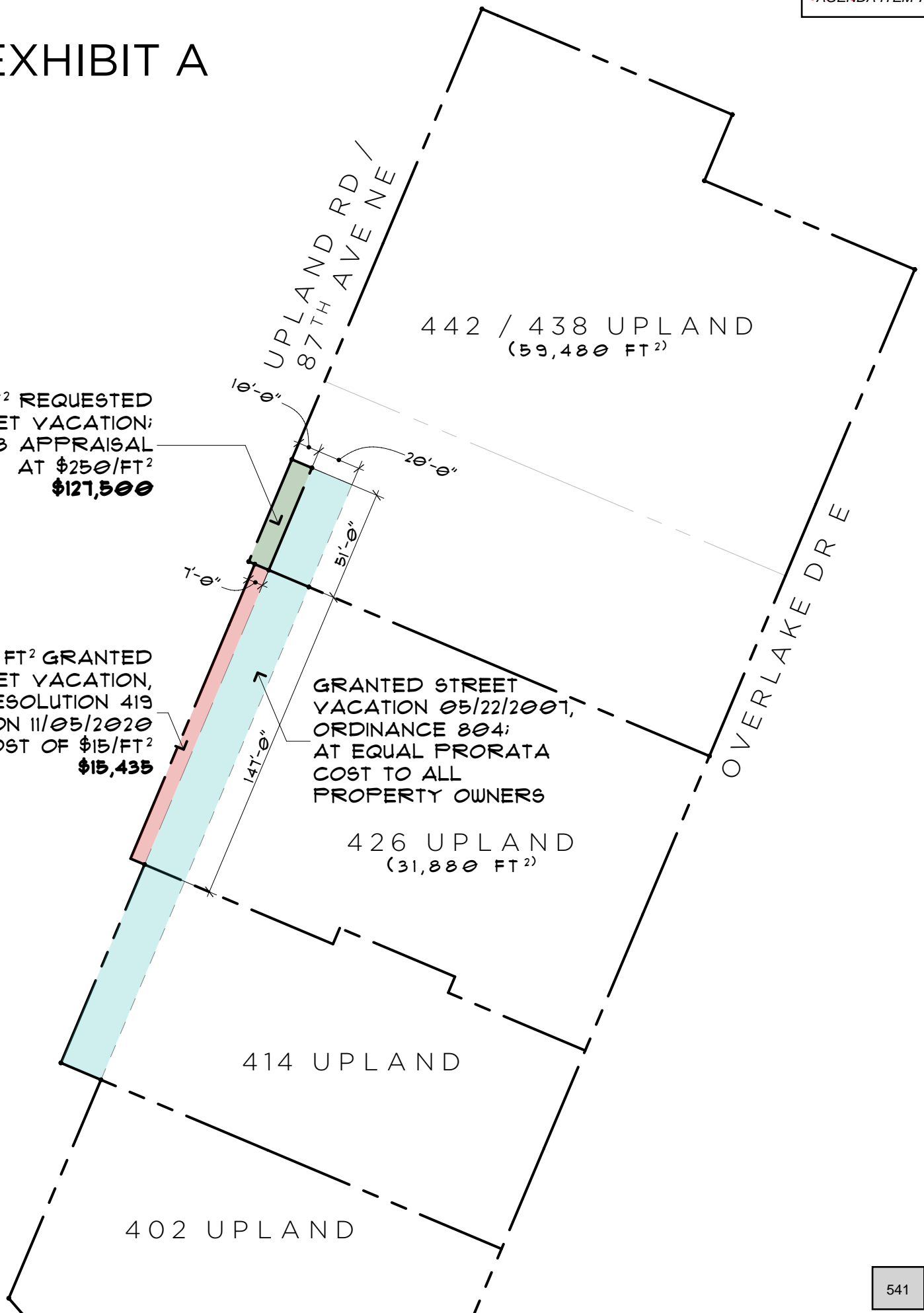


EXHIBIT B

AGENDA ITEM 6.1



CITY OF MEDINA

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

STAFF REPORT

ANALYSIS AND RECOMMENDATION
FOR THE UPLAND ROAD VACATION
LEGISLATIVE HEARING

Prepared by:

Michael Sauerwein, City Manager & Ryan Osada, Public Works Director

November 5, 2020

Part 1 – Subject: Street Vacation Petition

A street vacation petition was filed with the City on August 11, 2020 (**Petition**) by Trenton C. Dykes. *Att. 1.* Street vacations are governed by RCW Chapter 35.79 (Streets—Vacation). *Att. 6.* The Petition asks the City Council to vacate a portion of Upland Road, one of the City's public rights-of-way, so that it can be converted to private ownership and incorporated into the Dykes property located at 426 Upland Road (Dykes Property or Property). *Att. 2, 3.*

The specific area of the requested vacation totals 1,029 sq. ft. of public right-of-way in the shape of a 7' x 147' rectangle. The long side of the rectangle abuts the westerly boundary of the Dykes Property from the southerly to the northerly limit of the Property, and extends west to the middle of the hedge planted and maintained by Dykes in the existing Upland Road right-of-way. If granted, the new Upland Road right-of-way width along the Dykes Property would be 33 feet.

Part 2 – Attachments

The following documents are pertinent to the Petition and referenced throughout this Staff Report for consideration by the Council in hearing and deciding the Petition. For those reasons, the Staff Report and its attached and incorporated exhibits will be entered as exhibits to the Council hearing.

1. Upland Road Vacation Petition and Valuation Study (8.11.2020)
2. Vicinity and Location Maps/Diagrams (2)
3. Upland Road Utility Diagrams (5)
4. City Review Appraisal (10.26.2020)
5. Medina Ord. No. 804 (2007 Upland Vacation; King Co. Rec. No. 20071102000047)
6. RCW Chapter 35.79 (Streets—Vacations)
7. Agenda Bill Item 8.1 (Street Vacation 101) (10.12.2020)
8. Council Resolution No. 412 setting legislative hearing (9.14.2020)
9. King County Property Report for 426 Upland Road (current)

AGENDA ITEM 6.1

Part 5 – Applicant & Property Information

PROPOSAL: Request to vacate 1,029 sq. ft. of adjoining Upland Road (7' x 147') and combine with existing residential property

APPLICANT: Trenton C. Dykes

PROPERTY OWNER: Trenton C. Dykes

LOCATION: 426 Upland Road [426 87th Ave. NE 98039]

TAX PARCEL NO.: 383550-2406

LEGAL DESCRIPTION: KENWOOD PARK ADD LOTS 6 THRU 9 & LOTS 29 THRU 32 & SWLY 15 FT OF LOT 33 & OF LOT 5 LESS S 8 FT OF SELY 25.92 FT OF LOT 9 & LESS S 8 FT OF NWLY 31.6 FT OF LOT 29 TGW POR VAC RD ADJ PER MEDINA ORD #804; PLAT BLOCK:15

ACCESS: Ingress and egress from Upland Road

COMP. PLAN DESIG.: Single Family Residential

ZONING: Single Family Residence (R-16)

EXISTING LOT SIZE: 31,880 SF

CRITICAL AREAS: Erosion Hazard Critical Area on easterly side of property

SEPA STATUS: Street vacations exempt per WAC 197-11-800(2)(i)

Part 6 – Upland Road ROW, Public Use & Utilities

Upland Road has been in existence for many decades and provides utility services, and vehicular and pedestrian access, to residential portions of the City. *Att. 2, 3.* Upland Road was originally created and dedicated as a 60-foot platted right-of-way. In 2007 it was partially vacated along its easterly side, adding 20 feet of width to the lots on the easterly side of the road in that area, and correspondingly reducing the right-of-way to 40-feet. *Att. 5.* The Dykes Property was one of those benefitted properties. Other properties along the easterly side of Upland Road further to the northeast were granted a 30-foot vacation, resulting in an existing right-of-way width of 30 feet in that area.

Upland Road contains a variety of public and private utilities and services serving the surrounding properties, including Bellevue sewer, Bellevue water, PSE power, PSE gas, Centurylink services, Comcast services, and Medina stormwater services. Sewer and communications utilities are located adjacent, along and/or under the hedge planted and maintained by Dykes in the Upland Road right-of-way. *Att. 2, 3.* A communications utility box is located immediately west of the hedge (i.e., on the Upland Road side). *Att. 2, 3.* The proposed westerly line of the 7' x 147' area to be vacated runs down the middle of hedge. There are no sidewalks along Upland Road in the vicinity of the Property.

Part 7 – Applicable Statutes; City Policies and Regulations**A. Statutes**

RCW Chapter 35.79 contains several requirements, largely focused on street vacation procedure and compensation to the City. These are summarized in *Att. 7.* The City has followed the required procedures. See Parts 3 and 4 above. Because Upland Road is more than 25 years old, Council has authority to require payment of up to 100% of the appraised value for any portion of Upland Road that is vacated, whether in fee or in the nature of an easement or other limited interest.

B. Comprehensive Plan Policies

The Medina Comprehensive Plan (**Plan**) contains much discussion, and several adopted goals and policies, that reference roads, streets and rights-of-ways, and utilities. Those elements of the

AGENDA ITEM 6.1

B. Valuation and Compensation Determination.

After determining the preferred right-of-way status and options discussed above, the Council must decide what compensation amount is appropriate for the action taken.

Part 11 – Staff Recommendation; Proposed Motion**A. Recommendation**


Based on the preceding analysis, Staff recommends that Council approve the vacation as outlined in Option 3 at Part 10(A) above, and require compensation payable to the City in the amount of \$15,435, being 50% of the appraised fair market value determined by the City's Appraisal Review.

B. Proposed Motion

I move that Council adopt the Staff Recommendation stated in Option 3 at Part 10(A) of its Staff Report on this matter and require compensation payable to the City in the amount of \$15,435, and direct the City Attorney to prepare an Ordinance and related documents to effectuate those terms for Council review and final approval.


Part 12 – Final Council Decision

Based on the outcome of the Council's discussion and preliminary or final decision (if any), Staff will prepare an appropriate Ordinance and related documents for final consideration and action by the Council.



Michael Sauerwein, City Manager

Date: 11-6-2020



Ryan Osada, Public Works Director

Date: 11/6/2020

Attachment 6.6

EXHIBIT C

July 20, 2020

**Contributory Value Study
Medina, WA**

Prepared by:

**William King
William King & Associates, Inc.
P.O. Box 24422
Federal Way, WA 98093
Tel: 206-409-5017 Fax: 888-401-5737**

1 Part I – Introductory Details

1.1 Purpose of Appraisal

The purpose of this assignment is to develop a current opinion of contributory value of 1,029 square feet of land to an existing homesite in the City of Medina. The research and analysis were done primarily in February and March of 2020; additional analyses were made in April and May 2020. There are certain assignment-specific assumptions and conditions made in conjunction with development of my opinion of value which are discussed throughout the body of the report. This is not an appraisal of the entire property at 426 Upland Road.

1.2 General Information

Appraisal Client: My client is Trenton Dykes

Intended Users: Intended users are Trenton Dykes, The City of Medina and their respective advisors. There are no intended users other than you and those parties deemed necessary to complete the negotiation process.

Intended Use: The contributory value opinion and report is intended for the sole and exclusive purpose of assisting you negotiating an agreement with the City of Medina for your acquisition of some or all of the City owned property you are seeking to acquire through a vacation of public right-of-way. The report is not intended for use for any other purpose or by any other party.

Value Conclusion: \$15,400

Important Dates:

Effective date of Value:	February 22, 2020
Date of property visit:	February 22, 2020
Report/Signature Date:	July 9, 2020

Property Interest Appraised:

Fee Simple – my opinion of contributory value is for the unencumbered fee simple interest in the real property appraised.

Scope of Work Comments:

The purpose of this appraisal is to develop an opinion of the contributory value of 1,029 square feet (a 7' x 147' strip) on the west side of the property. This assignment does not include an appraisal of the whole property.

October 26, 2020

Scott M. Missall
Ogden Murphy Wallace P.L.L.C.
901 Fifth Avenue, Suite 3500
Seattle, WA 98164

<i>Description:</i>	<i>Review of appraisal prepared by William King & Associates, Inc.</i>
<i>Property Address:</i>	<i>426 Upland Road, Medina, WA</i>
<i>Assessor's Parcel Nos.:</i>	<i>383550-2406</i>
<i>McKee & Schalka Reference No.:</i>	<i>40230</i>

Dear Mr. Missall:

I have prepared this Appraisal Review Report ("Appraisal Review"). The work under review is an Appraisal Report prepared by William King & Associates, Inc. for the above-referenced property. The client and intended user of this Appraisal Review is you. The City of Medina is also an intended user. The intended use of this Appraisal Review is for assistance in establishing a basis for payment for vacation of right of way. The purpose of the Appraisal Review is to determine if appropriate appraisal methods and techniques were used, and to evaluate the reasonableness of the appraisal results. The effective date of this Appraisal Review is February 22, 2020, which is consistent with the effective date of the William King & Associates, Inc. appraisal.

This Appraisal Review has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), and with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. This Appraisal Review is subject to the Certification and General Assumptions & Limiting Conditions contained in this report, as well as assumptions found in the original appraisal.

As a result of my investigation and analysis, I have concluded that the appraisal results documented in the original report are not reasonable as a basis for purchase of the right of way to be vacated. With additional analysis in this Appraisal Review I have concluded the Fair Market Value for the Contributory Value of the right of way to be vacated to be \$30,870.

Respectfully submitted,


Ken Barnes, MAI, CRE

Washington State Certified General Real Estate Appraiser (1100578)

This is the concept that the value of particular component is measured in terms of its contribution to the value of the whole property, or as the amount that its absence would detract from the value of the whole.

Source: The dictionary of real estate appraisal, fourth edition, page 63

RCW 35.79 requires only "appraised value" without definition. I agree that Contributory Value is an appropriate approach for the purpose of this appraisal.

The methodology the appraiser has utilized is an appropriate approach to estimate Contributory Value. He has compared land sales of different sizes in order to estimate the marginal additional value of having a larger yard. As an example, if a 10,000sf land parcel sells for \$1 million and an 11,000sf land parcel sells for \$1,050,000, the additional 1,000sf of land added \$50,000 in Contributory Value to the larger property, all other things being the same. It is reasonable to conclude that the contributory value per square foot for additional land is worth less than the average value of a lot, and is consistent with my observations. However, I don't agree that the data used to make the specific conclusion of contributory value is the best data. The tables below summarize the data utilized.

Pair Set 1						
	Address	Date	Size	Price	Shape	Marginal \$/sf
Base	7611 NE 12th St	May-17	8,424	\$ 1,600,000	Rectangular	-
Property 1	7819 NE 10th St	Mar-17	10,650	\$ 1,500,000	Rectangular	\$ (44.92)
Property 2	7842 NE 14th St	Nov-16	19,868	\$ 1,500,000	Skinny/deep	\$ (8.74)

Pair Set 2						
	Address	Date	Size	Price	Shape	Marginal \$/sf
Base	7611 NE 12th St	May-17	8,424	\$ 1,600,000	Rectangular	-
Property 1	7650 NE 10th St	May-16	16,051	\$ 1,750,000	Skinny/deep	\$ 19.67
Property 2	7823 NE 14th St	Apr-18	19,862	\$ 1,725,000	Skinny/sloped	\$ 10.93

Pair Set 3						
	Address	Date	Size	Price	Shape	Marginal \$/sf
Base	2154 94th Ave NE	Jul-16	20,022	\$ 1,620,000	Rectangular	-
Property 1	2217 94th Ave NE	Jul-16	22,574	\$ 1,650,000	Rect./Access Easement	\$ 11.76
Property 2	9232 NE 31st St.	Dec-17	30,091	\$ 1,900,000	Rectangular	\$ 27.81

In all cases the appraiser selected a small parcel as a base case, and then compared larger parcels to estimate the Contributory Value of the additional land area in the larger parcels. The execution of this analysis is flawed, however. The small parcel selected as a base case is rectangular and flat. The larger parcels used for comparison are typically very narrow or otherwise less desirable in shape. One of the larger parcels has a driveway access easement for the benefit of a parcel behind it. This property therefore does not have a large of an effective area.

Review of William King & Associates, Inc. Appraisal of 426 Upland Road

Matched Pair 1						
Address	Date	Size	Price	Shape	Adjusted Price (10.6%/Yr)	Marginal \$/sf
7823 NE 14th St	Apr-18	19,862	\$1,725,000	Skinny/sloped	\$ 1,725,000	
9232 NE 31st St.	Dec-17	30,091	\$1,900,000	Skinny/deep	\$ 1,967,133	\$ 23.67
Matched Pair 2						
Address	Date	Size	Price	Shape	Adjusted Price (10.6%/Yr)	Marginal \$/sf
7842 NE 14th St	Nov-16	19,868	\$1,500,000	Skinny/deep	\$ 1,672,250	
9232 NE 31st St.	Dec-17	30,091	\$1,900,000	Skinny/deep	\$ 1,900,000	\$ 22.28
Matched Pair 3						
Address	Date	Size	Price	Shape	Adjusted Price (10.6%/Yr)	Marginal \$/sf
2217 94th Ave NE	Jul-16	22,574	\$1,650,000	Rect./Access Easement	\$ 1,824,900	
2104 92nd Ave NE	Jul-17	33,119	\$2,250,000	Flag lot access	\$ 2,250,000	\$ 40.31
Matched Pair 4						
Address	Date	Size	Price	Shape	Adjusted Price (10.6%/Yr)	Marginal \$/sf
2154 94th Ave NE	Jul-16	20,022	\$1,620,000	Rectangular	\$ 1,863,270	
9232 NE 31st St.	Dec-17	30,091	\$1,900,000	Rectangular	\$ 1,900,000	\$ 3.65

These analyses indicate a contributory value range of \$3.65 to \$40.31/sf, with three of the four pairs in the range of \$22 to \$40/sf. My conclusion is also affected by the placement of this contributory land as well as its characteristics. In the case of the subject the land to be added is flat, highly usable and contributes significantly to the overall site utility. It is the level area out front of the house, not the sloped area to the rear. In some of these matched pairs above the additional site area is essentially making a deep yard even deeper.

Overall, I conclude that the appraisal under review does not provides a reasonable basis for the purchase price for the street area to be vacated. I have concluded to a contributory value per square foot of \$30, for a total of \$30,870.

EXHIBIT E

Return Address:

CITY OF MEDINA, WA
Attn: Rachel Baker, City Clerk
501 Evergreen Point Rd
Medina, WA 98039



20071102000047
BAKER
PAGE 001 OF 005 ORD 94.00
11/02/2007 09:10
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Ordinance No. 804 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. City of Medina, WA
2. _____

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

- ① Neumann, Marc + Vicki ③ Loyd, Everil + Vesta
② Hansen, Donald + Susan

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOTS FOUR THROUGH TWELVE OF BLOCK FIFTEEN
OF THE PLAT OF KENWOOD PARK

Additional legal is on page 4 of document.

Assessor's Property Tax Parcel/Account Number

383550-2395, 383550-2430, 383550-2406

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

R Baker

Signature of Requesting Party

ORDINANCE NO. 804

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON,
VACATING A PORTION OF THE UPLAND ROAD RIGHT-OF-WAY,
ESTABLISHING COMPENSATION FOR THE VACATION AND
ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the property abutting portions of Upland Road have petitioned for a street vacation, and

WHEREAS, the proposed street vacation is for the area depicted in the site plan attached as Exhibit A and the legal description attached as Exhibit B, and

WHEREAS, Resolution No. 324 set a public hearing date of March 12, 2007 for a public hearing on the vacation of the right-of-way, and

WHEREAS, notice of the public hearing was given in the manner provided by law for street vacation hearings and the City Council held the public hearing as scheduled and heard testimony from all interested parties, and

WHEREAS, the hearing on March 12, 2007 was continued until May 14, 2007, and

WHEREAS, at that time the hearing was conducted and all who wished to testify were afforded an opportunity to do so, and

WHEREAS, the right of way to be vacated has been appraised as provided in RCW 35.79.030, and

WHEREAS, after considering the public testimony and the information presented by City staff the City Council decided to vacate the right-of-way and hereinafter provided, now, therefore.

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

Section 1. Findings. The Medina City Council finds that:

- A. That portion of Upland Road right-of-way for which vacation is sought is surplus to the City of Medina's needs for road purposes; and
- B. The vacation of the right-of-way would not impair access to any property or otherwise impinge upon the property rights of the City of Medina or any private landowner.

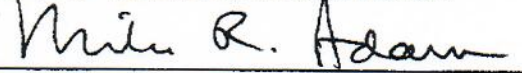
Section 2. Vacation/Compensation. The right of way legally described in Exhibit B is hereby vacated. Pursuant to RCW 35.79.030 the City Council establishes the compensation to be paid by the abutting owners at \$ 163,000.

Section 3. Duties of Medina City Clerk. The Medina City Clerk is hereby authorized and directed to record a copy of this ordinance with the King County Department of Records and Elections, upon payment of the compensation specified above. In the event such payment is not made prior to November 1, 2007, this Ordinance shall terminate and be of no force or effect.

Section 4. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Medina, Washington, at a regular meeting thereof held this 14 day of May, 2007.


CITY OF MEDINA, WASHINGTON


Miles R. Adam, Mayor

ATTEST:


Rachel Baker, City Clerk,

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY


Wayne D. Tanaka, City Attorney

Published 5/17/07
Effective 5/22/07





CITY OF MEDINA

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

Date: November 8, 2021

To: Honorable Mayor and City Council

From: Michael Sauerwein, City Manager

Subject: City Manager Report

Metro Plan for the 271 Bus Route

Bus Route Tour – On October 28, 2021, the Points Mayors and City Staff conducted a tour of the 271 Bus Route through our cities for Metro and King County Staff.

Next Steps – All the Points Cities will be considering Resolutions of Support for the 271 Bus Route at their December City Council Meetings. The Resolutions will be transmitted to Metro Leadership, the King County Council, and the King County Executive. City Staff and City Council Leadership will continue to monitor the situation. It is my understanding there will be opportunities for further public and Council comments before bus routing decisions are finalized.

2021 City Manager Goals, Projects, and Objectives

The adopted 2021 City Manager Goals, Projects, and Objectives are attached.

ATTACHMENT**Updated 11-8-2021****2021 City Manager Goals, Projects, and Objectives****City Manager**

- **SR 520 Expansion-Joint** (on-going) – Continue to aggressively manage SR 520 expansion-joint noise issue to achieve an agreeable resolution.
 - Maintain regular and consistent communication with Washington State Legislators, WSDOT, and consultants.
 - Continue to work with Legislators, WSDOT, and consultants to include Phase 2 of the University of Washington Engineering Department’s Sound Mitigation Study in the State’s Supplemental Budget.
 - Funding for Phase 2 is included in the State’s 2021-2022 Budget.
 - Have the University of Washington Engineering Department to present the results of Phase 2 of their Sound Mitigation Study to the City Council. (2022).
- **Community Survey** (first half) – In 2019 and 2020 the Development Services Department conducted three surveys to ascertain citizen’s attitudes regarding construction and development in their neighborhoods. Results of the surveys were discussed at the September 22, 2020 Joint City Council Planning Commission Meeting.

In 2021 we will conduct a Community Survey including city services, community priorities, and quality of life in Medina.

- Survey Timeline
 - Discussed with City Council **(4-12-2021)**
 - Draft Survey circulated to the City Council for review and comments – August 2021.
 - Survey questions finalized – September 13, 2021, City Council Meeting.
 - Survey conducted – September 20, 2021-October 8, 2021.
 - Survey results discussed – November 8, 2021, City Council Meeting.
- **Bi-Monthly Online Open House with the City Manager and Police Chief** (first half) – This is a temporary COVID replacement for “Coffee with the City Manager and Mayor” and “Coffee with a Cop”.
 - City Staff has/will hold the following on-line Community Forums:
 - Emergency Preparedness and other Community Public Safety Concerns **(1-14-2021)**.
 - Virtual Tour of 2021 Public Works Projects **(3-22-2021)**.

ATTACHMENT

- Juvenile Safety Forum **(3-31-2021)**.
- Open House – Medina Park Playground **(5-13-2021)**.
- Community Forum – Gas Powered Lawn Equipment **(6-24-2021)**.
- Community Forum – Mental Health with Susie Kroll **(7-20-2021)**.

We are currently planning to re-start Coffee with City Manager and Coffee with a Cop in September 2021.

- **Park Use Permit** (second half) – Update the City’s Park Use Permit Process.
- **Labor Contract Negotiation** (on-going) – Initiate negotiations of the City’s three expiring labor contracts.
 - Public Works (Teamsters).
 - Clerical Employees (Teamsters).
 - Police Officers (Police Guild).
- **Speeding and Traffic Calming** – See Police Department
- **Leaf Blowers and Gas-Powered Lawn Equipment** (first half) – Work with neighboring cities, to regulate use of this equipment. *(2020 Performance Review)*
 - Discussed at City Council Meeting **(4-12-2021)**
 - Community Forum – Gas Powered Lawn Equipment **(6-24-2021)**
 - Discussed at the City Council Meeting **(7-12-2021)**
- **Employee Training Programs** (second half) – The following programs are offered at no-cost through our insurance carrier; Washington Cities Insurance Authority (WCIA).
 - **Implicit Bias and Unlearning Racism** – I recently attended this excellent two-day program. While our Police Officers receive similar training on a regular basis as part of the Department’s accreditation process ...I would like to provide it to all City employees this year.
 - The City’s Management Team has signed up for this training program.
 - **Preventing Harassment and Discrimination in the Workplace** – This ½ day program is regularly provided to all employees. One session for employees. One for supervisors. We will also include lifeguards and seasonal employees if scheduling allows.
 - Almost all regular employees have completed this training program.
- **Undergrounding of Utilities** (second half) – Direct City Engineer to prepare engineer’s estimate of project design costs within the right of way, (100% City responsibility). Obtain detailed and reliable pricing information from Puget Sound Energy of property

ATTACHMENT

owner costs. Prepare a plan that can help inform future City Councils in moving forward with pilot project or city-wide project.

- Selected the **NE 12th Street Sidewalk Improvements** as our undergrounding utilities demonstration project. Construction is scheduled for Summer 2022.
- **Annual Review Process** (first half) – Work with the Personnel Committee to develop an annual review process for all City Staff. (*2020 Performance Review*)
 - All City Staff Members performance will be reviewed on an annual basis.
- **All Staff Meeting** (on-going) – Schedule regular All Staff Meetings. (*2020 Performance Review*)
 - Regular All Staff Meetings have been scheduled.
- **Continue working toward earning my PhD in Political Science** (on-going).
- **Working with the City Council** (first and second half).
 - Organize ½-day virtual City Council Retreat this Spring. And, hopefully, 1-day Retreat this Fall **(2-22-2021)**.
 - Review the City’s Vision and Mission Statements **(2-22-2012)**.
 - Discuss City Council Rules and Guidelines **(2-22-2012)**.
- **Brief Monthly Update/Expanded Quarterly Update** (on-going) – Provide the City Council with status reports on progress in meeting 2021 Objectives.
- **Maintain and Expand Visibility in the Community** (on-going).
 - Proactively drive around the community, noting any problem issues or areas, and report to Council.
 - As in past years, I will attempt to attend all City Events and Activities.
 - In addition to the monthly City Council Meetings and the Study Sessions, I also regularly attend Park Board, and Emergency Preparedness Committee Meetings.

Public Works

- **Streets and Sidewalks 2021** (first and second half).
 - 86th Ave NE Overlay.
 - Due to conflicts with other planned projects, delayed until 2022.
 - 77 Ave NE Storm Improvements Phase 1
 - Construction Fall 2021

ATTACHMENT

- Include minor stormwater repairs at 1040 Evergreen Point Road & 400 Block of Overlake Drive East.
- Citywide Stormwater Mapping
 - 90% Complete (reviewing 22 outfalls located on private property)
- 84th Ave NE Overlay – NE 12th to Overlake Drive.
 - Scheduled for August 2021.
 - Completed.
- NE 12th St Sidewalk Improvements – West Segment.
 - Selected as our undergrounding utilities demonstration project. Construction is scheduled for Summer 2022.
- **Streets and Sidewalks Ongoing** (on-going).
 - Trimming hedges and trees impacting sidewalk rights-of-way.
 - Street sweeping and vactoring catch basins per NPDES requirements
 - Stormwater Public Outreach & Education Program
 - Private Stormwater Inspection Program
 - Timely responses to any community complaints.
- **Parks** (first and second half).
 - Medina Park – Playground Addition.
 - Construction Spring 2022 due to supply chain issues
 - Medina Beach Park – Tree Re-Planting.
 - On-going
 - Fairweather Park – Tennis Court Resurfacing.
 - Completed Spring 2021
- **Other Projects** (first and second half).
 - Stormwater System Mapping and Evaluation Phase 2.
 - City Council presentation Fall 2021
 - Striping City Parking Lots and NE 8th Load/Unload Zone
 - Construction Fall 2021
 - Completed.
 - Post Office Floors.
 - Construction Fall 2021
 - Police Department Floors.
 - Construction Fall 2021
 - Completed.

Police

- **Washington Association of Sheriffs and Police Chiefs (WASPC) Accreditation** (second half) – Medina Police Department is up for WASPC re-accreditation in 2021. Department successfully passed re-accreditation in May 2017. The purpose of law

ATTACHMENT

enforcement agency accreditation is to professionalize the law enforcement industry by providing a review process for agencies to be certified as operating under industry best practices and standards.

- WASPC has assigned a “mentor” who will be providing guidance while evaluating the Medina Police Department progress.
 - Mentor reviewing proofs as they are entered into the system.
 - Anticipated competition November 2021.
- **Training** (on-going) – Fulfilling the expanded training requirement for the Law Enforcement Training and Community Safety Act (LETCSA), passed in 2018. This will be the first year we will be required to fulfill higher training hours and requirements. In November 2018, voters passed Initiative 940 (I-940) in an effort to establish higher training requirements and police accountability standards so we will need to work to complete the new level of training.
- Acknowledged by the Washington State Criminal Justice Training Commission that we successfully met standard in 2020.
 - On track to ensure training requirements are either met or exceeded in 2021.
 - Completed Fall 2021
- **Emphasis on Traffic Safety** (on-going) – Continue to focus on all traffic safety – vehicular, bicycle, and pedestrian – throughout the community through education, engineering (where possible and cost effective), social media, and enforcement to reduce collisions, improve awareness, and improve safety.
- Increased “Direct Patrols” targeting high complaint areas:
 - Between the 800 block and 3200 block of Evergreen Point Road
 - Between the 7600 block and 8700 block of NE 12th Street
 - All areas of Overlake Drive East and Overlake Drive West
 - Between the 7600 block and 8200 block of NE 8th Street
 - Starting in 2nd quarter, increased traffic stops and infractions over 2020.
 - Education using E-Lert, Facebook, and Twitter. Three E-lerts reminding residents about obey traffic laws – school zone, construction zones, and texting.
 - Juvenile Safety Forum – part of the presentation covered young and inexperienced drivers.
 - Year to date
 - Increased activity in direct and targeted patrols
 - Increased traffic stops
 - Increased traffic infractions
- **Speeding and Traffic Calming** (second half) – the City will conduct a speed study of traffic on Evergreen Point Road, 84th Avenue NE, and the East/West Streets connecting these two main arterials. We will also study Overlake Drive West/East.

ATTACHMENT

- In May, research was done on several less intrusive and costly traffic engineering options to calm traffic.
 - Pavement marking, new speed signs, and digital speed signs will be installed summer 2021.
 - Speed pavement markings installed at 11 locations in city.
 - Purchase of mobile speed survey device – collecting speed data in several locations throughout the city.
 - In process of purchasing digital speed signs – vendor selected and equipment purchased. Waiting for delivery and installation.
 - Based on the data generated by the study, City Staff will recommend implementation of appropriate traffic calming techniques.
 - Citywide speed survey initiated in October 2021.
- **Support and promote Medina Emergency Preparedness Committee including Schools Sub-Committee (on-going).**
- Two Emergency Preparedness Meeting held and attended by Police Department.
 - Police Officers routinely participate in Emergency Preparedness Radio Group exercise on Sunday evenings.
 - Medina Police participated in the Emergency Preparedness Committee Schools Sub-Committee meetings.

Development Services

- **Public Portal** – Continue development of our new Public Portal with the goal of fully independent use by outside users.

Mid 2021 Update: Development Services Staff must assist all permit applicants through the public portal. DS reached the point early in 2021 where we realized that our public portal vendor, Dude Solutions, will not be able to solve the technical problems we continue to have. We are exploring other vendors and will make a decision by late August as to whether we will continue with Dude Solutions (SmartGov) or move on to a new vendor.

October 2021 Update: Due to key staffing changes during 2021 this project has been delayed. Our Development Services Coordinator must be involved with the public portal and potential replacement of our current Dude Solutions/SmartGov systems. Our Development Services Coordinator position has changed two times since April 2021 with a new FTE beginning work with us in early September.

The decision to publish an RFP to explore new permitting software vendors has been made, but any decisions will not be possible until our new staff are ready to participate fully which may not be until early 2022.

- **Staff Cross-Training** – This regular and primarily internal training program will assure continuity of services, service maintenance, and workload balancing.

ATTACHMENT

Mid-2021 Update: Due to our Development Services Coordinator going onto maternity leave in April most of the cross-training has been for the director to learn those duties. Our Deputy Building Official does continue to cross-train with our Planning Manager and has taken most of the minor day to day zoning review work.

October 2021 Update: We continue cross-training. Our Deputy Building Official continues to cross-train with our Planning Manager. Small zoning reviews are now given to the DBO so that the Planning Manager, or the zoning consultant will not have to perform these. This expedites small permit reviews, reduces the amount of tedious work for the Planning Manager, and saves costs by not using the zoning consultant. Our new Development Services Coordinator is learning other DS staff members' job functions as cross-training for the purpose of helping her understand all of our operations.

- **State Building Codes** – Adopt the 2018 Washington State Building Code.

Mid-2021 Update: The 2018 Washington State Energy Code was a monumental change for everyone. We are continuing to develop new and more efficient ways to implement this new code.

October 2021 Update: The adoption of the 2018 WSBC is complete. We are working to reduce the complexity of the Energy Code process for permit applicants and for staff. Staff continue to work on plan review and inspections checklists regarding the building code.

- **Right of Way Permit** – Create a new Development Services Right of Way Use permit. This will consolidate all work associated with development projects into Development Services and reduce the Public Works Directors involvement in volumes of small projects.

Mid-2021 Update: We hope to be able to implement this or something similar later this year.

October 2021 Update: Staff now agree that this is needed. A new program will be formed in 2021, but finalization and implementation will not happen until sometime in 2022. With the new DS Enterprise Fund will come an evaluation of services and costs. A ROW permit through Development Services is best analyzed with a fee study in 2022 prior to fully implementing. Our Deputy Building Official is however currently working with the Public Works Director and is reviewing ROW permit applications in addition to performing ROW inspections which is a prime part of what the ROW/Development Services permit would do.

- **Development Code and Process Complexity Reduction** – Establish goals and propose reductions in the complexity of our codes and process.

ATTACHMENT

Mid-2021 Update: Minor Code Amendments were passed by Council. Additional Building Code changes for simplicity are planned for this year.

October 2021 Update: The Code Enforcement Ch. 1.15 is now under review for amendments which will bring clarity and simplifications.

- **Cost vs. Service Analysis** – This is a full analysis of the costs of service vs. the fees charged.

Mid-2021 Update: This is part of a discussion about Development Services having its own fund. Fall 2021

October 2021 Update: Due to the DS Enterprise Fund this will become the primary 2022 department goal. There was work towards this goal in 2021 through the first DS Enterprise Fund budget draft and through planning for 2022.

- **Professional Services Contracts** – Modify existing consultant professional services contracts in combination with the cost vs. service analysis.

Mid-2021 Update: Updated draft of a new Acoustic Engineer contract. Continue work on this in Fall 2021.

October 2021 Update: Contracts have been updated as possible in 2021. Additional contract updates will occur as they need to be re-negotiated. The goal in updating the contracts is better cost control through more detailed definitions of services and associated costs.

- **Advance Deposit** – Change our existing Advance Deposit System to create better accounting and ease of use.

Mid-2021 Update: This will be updated, but the concept needs to continue.

October 2021 Update: This was delayed when the discussion about a DS Enterprise Fund became more realistic. Data is being created during 2021 that will be needed to revise the Advance Deposit process, but this work is more appropriate to occur in 2022 along with a comprehensive DS fee study.

- **Code Enforcement** – Update Medina Municipal Code Ch. 1.15: Code Enforcement.

Mid—2021 Update: Scheduled for late this year but may need to move into 2022.

October 2021 Update: This was intended to start in the 4th quarter of 2021 and has now begun. This will involve a proposal for specific amendments to MMC as needed to clarify and streamline enforcement process. Work on the code amendments will occur during 2021, but likely not finalized until early 2022.

ATTACHMENT**Finance and Human Resources**

- **Contingency Fund** (on-going) – Work with Finance Committee and City Council on a plan to replenish Contingency Fund **(2-24-2021)**.
- **2022 Budget** (second half) – Prepare a 2022 balanced budget with levy stabilization funding that is required to hit the 10-year mark of 2029.
- **Labor Contract Negotiation** (on-going) – Initiate negotiations of the City’s three expiring labor contracts.
 - Public Works (Teamsters)
 - Clerical Employees (Teamsters)
 - Police Officers (Police Guild)
- **Enterprise Fund for Development Services** (second half) – Work with Development Services to create their own “Enterprise Fund”, separate from the General Fund.
 - 2022 Budget process.
- **Stormwater Utility** (second half) – Work toward the development of a stormwater utility including a sustainable funding source.
- **State Audit** (second half) – Continue to follow the Washington State Auditor’s Office updates & policy recommendations to achieve another year of a clean audit.
- **Community Forum on the City Budget Process** (second half) – Fall 2021 (*2020 Performance Review*)

Central Services and City Clerk Office

- **Service Level Agreement** (first half) – Develop a Service Level Agreement specifying how City Staff responds to questions and complaints. Promote and encourage the use of our on-line Citizen Helpdesk. (*2020 Performance Review*)

As part of the 2021 City Manager’s Goals and Objectives, the City Clerk’s Office was assigned to develop a service level agreement on how staff responds to questions and complaints. Central Services receives questions and complaints through a variety of mediums, whether it is through email, phone calls, walk in (when city hall is open) or through the online citizen helpdesk portal on the homepage of the city’s website.

Central Services staff has a standard practice of responding to and redirecting to other departments as appropriate all inquiries or complaints within 24 hours during the work week or the next business day if an inquiry or complaint comes after hours or on the weekend.

ATTACHMENT

At Central Services suggestion, the City Manager implemented the following practices to all departments:

- Acknowledge question or complaint within 24 hours or the next business day.
 - Investigate and respond either in person, by phone or in writing within 3 business days.
 - Follow-up if needed.
- **IT (on-going).**
- Improve Network Security – Replace necessary hardware.
 - Upgrade City Hall Telecommunications – Replace 1980s Telephone System **(Completed 2-2021)**.
 - City Website – Update website pages to be more user-friendly **(see below)**.

In line with having standards in service levels to questions and complaints, Central Services has been busy at work on upgrading and redesigning the city's website, cleanup of the online code that includes renumbering sections, chapters, and titles. Lastly, we are upgrading the agenda management system.

Central Services, after much research for software platforms that would help provide better service and ease of use for both patrons of our website and city staff engaged with Municode for all three services, known as Municode's circle of governance. The circle of governance is a simple, integrated solution that will provide better transparency for residents, efficiencies for staff and cost savings for the city.

- **Records Management (on-going).**
- File System – Develop new file system following WA State Records Retention Regulations.
 - Development Services – Clear out old files from storage.
 - E-Records – Clean up e-records off servers.
 - Cloud-Based System – Implement cloud-based records management system (Moved to 2022).
 - Public Access to City Records - Improve public ability to search for records online.
- **Payment Portal (first half).**
- Research an Online Payment Portal (in conjunction with Development Services new on-line permitting portal).



MEDINA POLICE DEPARTMENT

DATE: November 8, 2021

TO: City Manager Michael Sauerwein

FROM: Chief Stephen R. Burns

RE: Police Department Update – October 2021

The following is a summary highlighting some of the Medina Police Department activity in October 2021.

Walk-to-School Day: On October 6th, Medina Police Department participated in “Walk to School Day” with Medina Elementary School students and participants.

Walk to School Day is an international event celebrated in October each year. Thousands of communities join in with fun and safe Walk to School Day events that get families, teachers, city staff, and community members walking together, while educating children and families about the benefits of walking. In the United States, more than 5,000 schools participate, with hundreds more joining each year. This year Mayor Jessica Rossman, Chief Steve Burns, Captain Jeff Sass, and Officer Brady Halverson “walked to school” with the community.



Shredder/Drug-Take-Back/E-recycling Day: On Saturday, October 9th, Medina PD held a Shredder/Drug-Take Back/E-cycle Day at Medina Park. The event is popular with the community and was tremendously successful. Residents were able to safely shred documents, over 60 pounds of drugs were collected, and the electronics recycling truck was almost filled. Appreciation goes out to Police Office Manager Barbara Marxer for organizing the event and Captain Jeff Sass, Sergeant Austin Gidlof, Police Administrative Specialist Sunita Hall, and Police Officers Scott Eng and Connor Bell for working it and making it a very positive day.

Medina Police Department
October 2021



Medina Emergency Preparedness Committee Chair: On Wednesday, October 13th, Medina Emergency Preparedness Chair Kay Koelemay stepped down as the chair of the committee. Koelemay has been the chair for over ten years and has devoted a tremendous amount of time and energy into the committee. Her knowledge, enthusiasm, and efforts have been invaluable as she has moved the committee forward.

Ms. Rosalie Gann was introduced as the new chair of the committee and was strongly supported by Kay Koelemay.

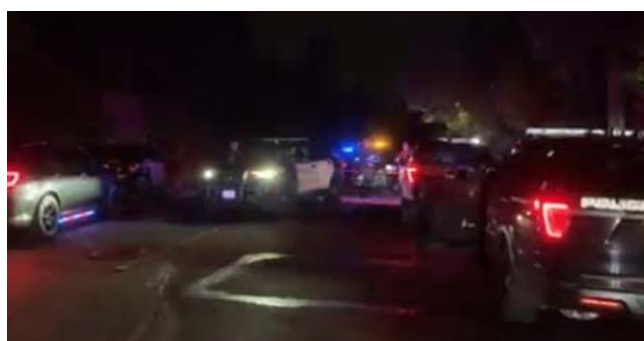
Medina Emergency Preparedness Committee: On Wednesday, October 13th, the Medina Emergency Preparedness Committee met and received a presentation from Puget Sound Energy Vice President Andy Wappler. Wappler, a former Seattle KIRO-TV chief meteorologist for 14 years, discussed the upcoming LaNina winter, storm preparedness, and how PSE works on grid resilience and restoration during a storm. The meeting was virtually attended by 25 people.

Great ShakeOut 2021: On October 21st, millions of people worldwide participated in the Great Shakeout Earthquake drill. People worldwide practiced how to *Drop, Cover, and Hold On* during *Great ShakeOut Earthquake Drills!* The *2017 Great Washington ShakeOut* was one way for families to prepare to survive and recover quickly from big earthquakes. The Medina Emergency Radio Group held an exercise as part of the Great Shakeout.



Medina Police Officer Involved Shooting: On Saturday, October 16th, at approximately 8:40pm a Medina Police Officer was involved in an incident where he fired his duty weapon. The incident took place in Medina on NE 12th at the 7800 block when the officer attempted to stop an erratically driven vehicle that had been involved in a hit-and-run in Bellevue. The suspect initially stopped for the officer before doing a U-turn and rammed the Medina Police Officer's police car multiple times. As the suspect continued to ram the police vehicle, the officer fired his weapon at the suspect – no one was struck by the gunfire. Two suspects fled on foot, but both were taken into custody a short time later. The police officer and suspects were not injured.

At the request of the Medina Police Department, the Bellevue Police Department responded to handle the investigation. The Bellevue Police Department continues its investigation along with any media inquiries.



Medina Police Department
October 2021



Bonus Drug-Take-Back Day: On Saturday, October 23rd, Medina participated in the National Drug-Take-Back Day. This was the second Drug-Take-Back event for the month and over 50 pounds of prescription drugs were collected and disposed of.

October Storm: On October 23rd, 24th, and 25th, Medina experienced a windstorm that caused several power outages. Police and Public Works coordinated responses throughout the community to handle debris, fallen trees, and downed power lines. At one point, a tree caught fire in the North Point – Bellevue Fire was monitoring the situation. There was also another time when a tree limb became fully engulfed, fire personnel was there to immediately handle the situation. No major damage was reported during the windstorm.



Halloween 2021: No reported issues with Halloween 2021.

MONTHLY SUMMARY

OCTOBER 2021

Collision **2021-00004914** **10/26/2021**

A Police Officer was dispatched to St. Thomas School at 8300 NE 12th St. for a report of a vehicle that had collided with the school building. The vehicle rolled unoccupied into the side of the building. There were no injuries and no children in area of collision.

Motor Vehicle Prowl **2021-00004980** **10/28/2021**

A Police Officer responded to the 8300 Blk of NE 12th for a report of a vehicle prowling. The vehicle was unlocked, and a wallet, credit cards and other items were stolen from the vehicle. No suspect information at this time.

Trespass **2021-00005002** **10/29/2021**

A Police Officer was dispatched to the 1800 Blk of 73rd Ave NE for a report of an unwanted subject. The subject was contacted, and a Notice of Trespass was served on the subject.

OTHER

Missing Person **2021-00004779** **10/14/2021**

A Police Officer responded to a report of a missing juvenile. The juvenile was located and was returned home to their parents.

Agency Assist **2021-00004914** **10/23/2021**

A Police Officer assisted Clyde Hill PD with a one car rollover at NE 12th St and 86th Ave NE. Vehicle had previously fled from a traffic stop with Clyde Hill prior to being involved in the collision.



MEDINA POLICE DEPARTMENT

Steve Burns, Chief of Police

City of Medina

AGENDA ITEM 9.1b

October 2021 - Monthly Report

CRIMES	Current Month	YTD 2021	YTD 2020	2020 Year End
Arson	0	0	0	0
Assault				
DV Assault	2	5	0	1
Non-DV Assault	0	3	0	0
Sexual Assault/Rape	0	0	0	0
Simple Assault	0	0	0	0
Burglary				
Residential	1	8	6	12
Attempted	0	1	1	1
Malicious Mischief				
Felony	0	0	0	0
Misdemeanor	0	5	10	13
Theft				
Auto	0	0	0	0
Fraud (ID Theft)	2	9	32	35
Over \$750	0	2	8	8
Under \$750	0	8	7	7
Motor Vehicle Prowl	1	12	9	11
TOTAL CRIMES	6	53	73	88

ENFORCEMENT	Current Month	YTD 2021	YTD 2020	2020 Year End
Drug Violations	3	3	0	0
Minor in Possession	0	0	0	0
Possession of Stolen Prop.	0	0	2	2
Warrant Arrests	0	1	4	4
TOTAL ENFORCEMENT	3	4	6	6

TRAFFIC	Current Month	YTD 2021	YTD 2020	2020 Year End
Accidents				
Injury	0	0	1	1
Non-Injury	2	12	8	9
Citations				
DUI	0	1	0	0
Other*	1	7	4	5
Infractions				
Speeding	14	124	5	5
Parking	6	7	15	15
Other**	2	12	6	6
Warnings	155	1605	397	434
TOTAL TRAFFIC	180	1768	436	475

CALLS FOR SERVICE	Current Month	YTD 2021	YTD 2020	2020 Year End
Animal Complaints	3	30	22	27
Assists	58	394	430	488
False Alarms	18	201	144	167
House Watch	15	195	155	209
Missing Person	1	7	4	4
Property Lost/Found	3	12	19	25
Suspicious Circumstances	15	118	115	136
Other ***	6	80	98	118
TOTAL SERVICE	119	1037	987	1174

*DWLS, Fail to transfer title, No License

** Expired tabs, No insurance, Fail to stop, Defective equipment, Cell phone use

***Civil Dispute, Disturbance, Death investigation, Suicide Attempt, Trespass, Harassment, Mental



TOWN OF HUNTS POINT
Steve Burns, Chief of Police

MONTHLY SUMMARY
OCTOBER 2021



FELONY CRIMES

Theft **2021-00004772** **10/13/2021**

A resident in the 3800 Blk Hunts Point Road called the Police Department to report a theft. A pair of earrings worth approximately \$10,000 was stolen from the residence. No suspect information.

MISDEMEANOR CRIMES

Nothing to report.



MEDINA POLICE DEPARTMENT
Steve Burns, Chief of Police
Town of Hunts Point



AGENDA ITEM 9.1b

October 2021 - Monthly Report

CRIMES	Current Month	YTD 2021	YTD 2020	2020 Year End
Arson	0	0	0	0
Assault				
DV Aggravated Assault	0	2	0	0
Non-DV Aggravated Assault	0	0	0	0
Sexual Assault/Rape	0	0	0	0
Simple Assault	0	0	0	0
Burglary				
Residential	0	1	1	1
Attempted	0	0	0	0
Malicious Mischief				
Felony	0	0	0	0
Misdemeanor	0	1	3	3
Theft				
Auto	0	2	1	1
Fraud (ID Theft)	0	1	6	6
Over \$750	1	3	2	2
Under \$750	0	0	0	1
Motor Vehicle Prowl	0	1	10	11
TOTAL CRIMES	1	11	23	25

ENFORCEMENT	Current Month	YTD 2021	YTD 2020	2020 Year End
Drug Violations	0	0	0	0
Minor in Possession	0	0	0	0
Possession of Stolen Prop.	0	3	1	1
Warrant Arrests	0	0	0	0
TOTAL ENFORCEMENT	0	3	1	1

TRAFFIC	Current Month	YTD 2021	YTD 2020	2020 Year End
Accidents				
Injury	0	0	0	0
Non-Injury	0	1	1	1
Citations				
DUI	0	0	0	0
Other*	0	1	0	0
Infractions				
Speeding	3	20	4	4
Parking	1	1	0	0
Other**	0	1	0	0
Warnings	18	167	74	81
TOTAL TRAFFIC	22	191	79	86

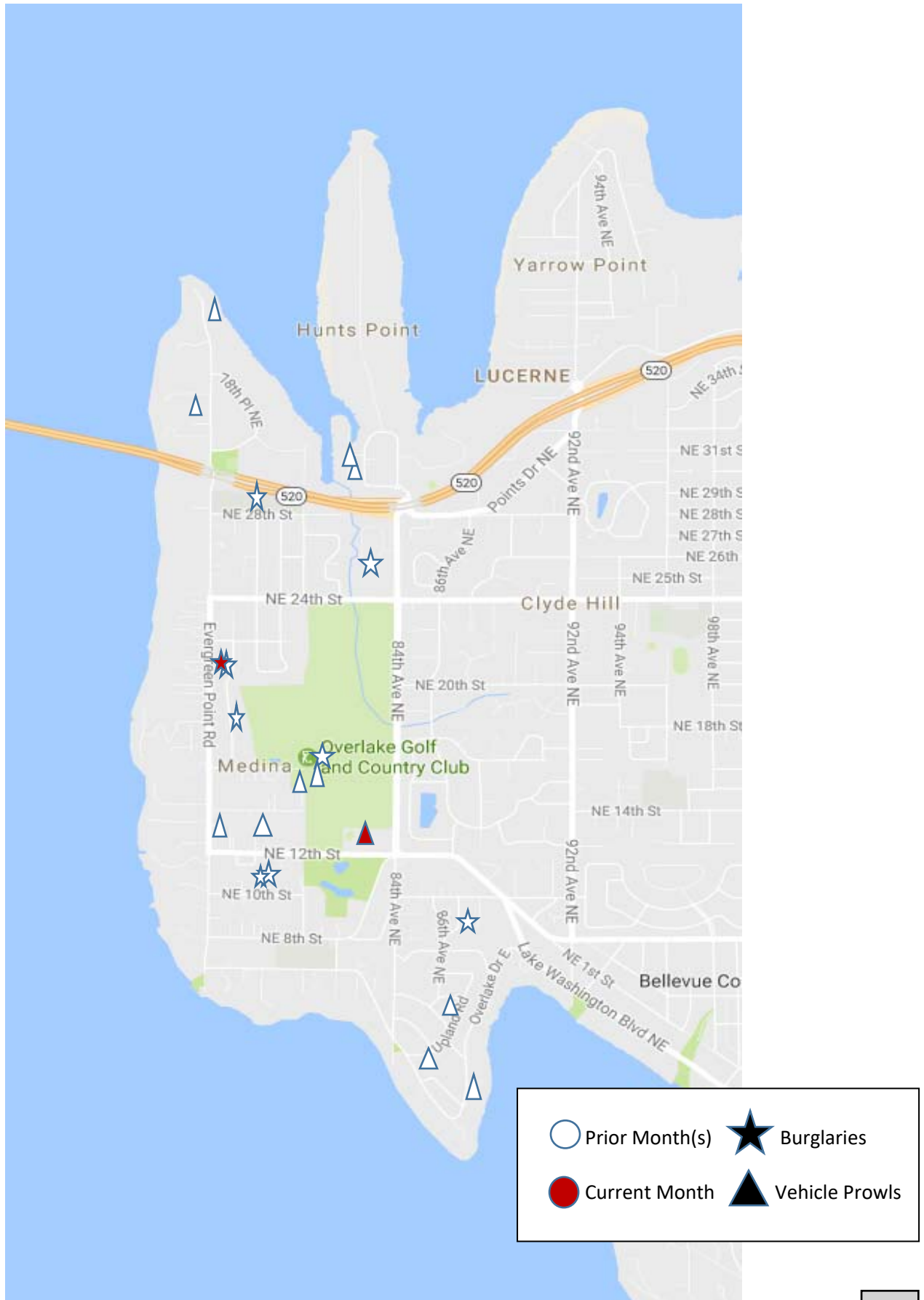
CALLS FOR SERVICE	Current Month	YTD 2021	YTD 2020	2020 Year End
Animal Complaints	4	5	0	2
Assists	4	40	39	51
False Alarms	2	21	26	33
House Watch	2	12	10	10
Missing Person	0	0	0	0
Property Lost/Found	0	3	5	5
Suspicious Circumstances	1	6	16	19
Other ***	2	24	12	16
TOTAL SERVICE	15	111	108	136

*DWLS, Fail to transfer title, No License

** Expired tabs, No insurance, Fail to stop, Defective equipment, Cell phone use

***Civil Dispute, Disturbance, Death investigation, Suicide Attempt, Trespass, Harassment, Mental

2021 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: November 8, 2021
To: Honorable Mayor and City Council
Via: Michael Sauerwein, City Manager
From: Steven R. Wilcox, Development Services Department Director
Subject: Development Services Department Monthly Report

Permit Activity

Development activity in Medina remains consistently strong. All indications through our regular conversations with departments similar to ours, architects, engineers, contractors, and developers indicate no change to activity for the foreseeable future.

Please see the two reports regarding activity in October.

Permit Reports

We have our permit tracking software vendor working on our monthly permits received and permits issued reports.

Hopefully early next year we will have a better set of monthly reports with more detail including data on our monthly code enforcement activities.

Planning Commission

By Stephanie Keyser

Thanks in part to Mayor Rossman's letter of support, the city has been awarded a \$60,000 grant from the Department of Commerce to do a Housing Action Plan in 2022-2023 to evaluate Medina's housing needs. This evaluation will include the effectiveness of the city's current strategies and processes and how Medina can better address priorities such as aging-in-place. This data can also be applied to the upcoming Comprehensive Plan housing element, which will help the city kickstart the update. We will be using our current planning consultant firm, Blueline, to do the housing action plan. At the end of October, we also applied for two grants from the Department of Ecology: one to establish a monitoring system of the approved shoreline applications (this is likely going to become a mandatory requirement with the next SMP update in 2028), and the second to create user friendly guides to Medina's SMP. We will find out whether we have been successful with these grants by mid-December.

A virtual open house for the tree code was held on October 14th and was attended by one Councilmember, three Planning Commissioners, and three members of the public. The PowerPoint presentation used for the open house is available on the tree code website. Planning Commission held a public hearing on the tree code during their special meeting on October 19th and two members of the public were there to provide public testimony.

Planning Commission voted unanimously (6-0) on the last pieces of the tree code, thereby finalizing the recommendation to Council.

Code Enforcement

We continue to have a steady amount of code enforcement investigations to perform. Code enforcement is generally divided into two categories. Construction Activity Permit (CAP) enforcement is a daily function of our Deputy Building Official and Building Official's duties. CAP enforcement and general code enforcement are usually managed differently. CAP enforcement involves construction vehicles parked in the right of way, work hours violations, dirt tracked into the road, etc. "General" code enforcement is any other violation of our Municipal Code such as buildings constructed without permit, tree removal, loud dogs, escaped farm animals, overturned garbage containers, garbage cans left out too long, etc. CAP enforcement is usually proactive, and general enforcement is usually reactive based on complaints. Code enforcement is a significant part of any day in Development Services for staff.

Last month you had been promised that in this report you would receive background on our code enforcement process. Due to current work on amendments to our code enforcement chapter you will receive a presentation on this topic later. Updating our code enforcement chapter through specific amendment proposals is currently underway as a 2021 4th quarter Development Services Goal. The proposed amendments will be completed in December. The current version of our code enforcement chapter can found at: [CHAPTER 1.15. - CODE ENFORCEMENT | Code of Ordinances | Medina, WA | Municode Library](#)

At a Study Session in January 2022 Council will be fully informed about the proposed amendments, and our enforcement processes. The anticipation is to bring amendments to Council at the regular meeting in February 2022.

Development Services has not done a good job of informing Council about our code enforcement activities so we hope to change that. We are working with our permit software vendor to get better reporting for Council monthly. We are also working with our consultants and staff to assure that all code enforcement activity is logged for data collection. We should be able to begin providing better information sometime in the 1st quarter of 2022.

Building Officials Conference

By Rob Kilmer

On October 28th and 29th, our Deputy Building Official Rob Kilmer attended the Fall Quarterly Business meeting of the Washington Association of Building Officials. Also in attendance were the building officials of more than fifty cities and counties from around Washington State. Additionally, representatives of the International Code Council from both the regional and local level were present.

One of the main purposes of the meeting was to discuss recent and upcoming changes to Washington State Law regarding the energy code requirements for new construction around the region. The Washington State Energy Code is increasing in complexity, and there is a concern among the region's Building Officials regarding the increasing cost to both building departments and homeowners. Strategies for providing extra training for building departments, and better guidance for designers is being developed.

Telecommunications Franchise Application

On October 29th we received a franchise application for location of telecommunications facilities within Medina public right of way and private property. This application is from T-Mobile.

The franchise application is under review. The application is incomplete and does not fully comply with MMC 15.06.020 which can be found here: [CHAPTER 15.06. - TELECOMMUNICATIONS FRANCHISE | Code of Ordinances | Medina, WA | Municode Library](#)

Once the franchise application is determined to be complete Council will get a copy of the documents in this Development Services staff report.

Public Portal

With our new Development Services Coordinator, Rebecca Bennett getting acclimated to her job, we will be looking for options to our current permitting public portal. We have needed a permanent staff member in Rebecca's position to effectively move forward with a search for a portal replacement, and likely implementation of a new portal. Rebecca is the third Development Services Coordinator this year. Your Development Services Director has diverted significant time this year to hiring, training and assisting new employees in learning the Development Services Coordinator position.

Our portal is being used for all permit applications and has been since June of 2020. The portal however has defects which the vendor has not been able to solve for us. Your Director believes the problem essentially lies with Medina being the only SmartGov client in King County, and we are a small client. A permit applicant is guided by staff from the point of their pre-application meeting. Rebecca assists each applicant through the known problems in the portal. This is our customer service while we evaluate a new system and it works. The portal works fine with staff assistance through the known problems. Development Services customer service is not second to any similar agency.

Development Services needs a home page on our Medina website to provide directions through the portal and for many other things that would be helpful to everyone who wants to know about this department. We are told that we will have this page available once the new city website is produced.

The history of our current portal software and why we have this SmartGov system is simple. In Spring of 2018 when the new Development Services Director began work he decided that moving from paper to an electronic permitting and archiving system was needed due to the many advantages. We had been using a SmartGov permit tracking system since 2011, but we still operated through paper. Staff discovered in early 2019 that the city had actually had a public portal available that was already connected to our tracking system that was established in 2011. Because we discovered that our existing permit tracking system had an associated public portal the decision to establish the current SmartGov portal was easy. There was no search for a portal vendor needed.

Setting up the new portal was extremely difficult for us. SmartGov provides a basic template that the client must build and tailor. We discovered that this process probably works fine for larger cities that have technical staff who can be assigned to these types of

complicated tasks, but Medina does not. Staff had to work through each technical issue with limited help from the SmartGov vendor. Piece by piece we built the portal. We even changed large fundamental processes the city used for many years to accommodate the portal. Once built we had to work through new issues that came up. Eventually in June of 2020 the portal became live and has been used ever since. But we were, and still are unable to allow applicants to go directly into the portal without staff assistance. We have worked with the vendor many times to get the problems fixed, but they have been unable to do it. Staff changes have not helped either. Now, with new staff getting established we are going to move forward with exploration of a new public portal that hopefully can work with our current tracking system and our finance software. The goal is to retain our existing tracking system and only replace the portal if this is possible. SmartGov has been a disappointment, but we have tried to make the existing system work without going through another project of replacing what we worked so hard to create from a bare template.

Making the public portal fully effective in 2021 was a department goal that is not being achieved. We are redirecting our energy towards a new permit portal.

City Hall Indoor Air Quality Report

An Industrial Hygienist from WOOD Environmental performed air quality tests within our City Hall. The hygienist was asked to evaluate our air quality considering COVID-19. While we are told that a specific test for COVID in air is not possible, our air was checked against specific ASHRAE standards. The quick summary is that the Conclusions and Recommendations within the WOOD report indicate that the air quality within City Hall was good during the testing periods. Please see the indoor air quality test results provided with this report.

Our City Hall has an excellent air exchange system which is regularly serviced. This “fresh air” mechanical system provides 100% air exchange through filters and provides us with good air quality.

There are recommendations for some fairly minor repairs that should be scheduled.

Please contact Development Services Director Steve Wilcox at 425-233-6409 or swilcox@medina-wa.gov with any questions about this report.



Monthly Issued Permit Report

October, 2021

Construction Value:	October 2021	October 2020	2021 YTM	2020 YTM	Difference
Accessory Structure	-	-	\$20,000.00	\$182,875.00	(\$162,875.00)
Addition / Alteration	\$3,110,000.00	\$536,832.00	\$11,322,319.21	\$5,350,575.05	\$5,971,744.16
Fence / Wall	-	-	\$444,800.00	\$29,000.00	\$415,800.00
New Construction	\$3,615,062.00	\$2,379,500.00	\$31,766,487.00	\$36,958,861.00	(\$5,192,374.00)
Repair / Replace	-	-	-	\$6,000.00	(\$6,000.00)
Wireless Comm. Facility	-	-	-	-	\$0.00
Total Value:	\$6,725,062.00	\$2,916,332.00	\$43,553,606.21	\$42,527,311.05	\$1,026,295.16

Permits Issued:	October 2021	October 2020	2021 YTM	2020 YTM	Difference
New Construction	1	1	15	16	(1)
Permit Extension	-	1	35	3	32
Accessory Structure	-	-	1	3	(2)
Addition / Alteration	3	1	32	11	21
Construction Mitigation	1	3	24	24	0
Demolition	1	1	18	17	1
Fence / Wall	-	-	13	2	11
Grading / Drainage	2	2	23	20	3
Mechanical	4	5	71	65	6
Other - Moving	-	-	-	-	0
Plumbing / Gas	6	5	78	58	20
Repair / Replace	-	-	-	1	(1)
Reroof	-	-	-	-	0
Right of Way Use	7	13	82	57	25
Tree Mitigation	5	8	56	57	(1)
Wireless Comm. Facility	-	-	-	-	0
Total Permits:	30	40	448	334	114

Inspections:	October 2021	October 2020	2021 YTM	2020 YTM	Difference
Building	100	99	848	630	218
	71	31	297	132	165
Engineering/Other	9	4	58	19	39
Tree	-	1	19	5	14
Total Inspections:	180	135	1,222	786	436

Monthly Applications Submitted v2

09/01/2021 – 09/30/2021

Permit Type	Submitted Date	Permit Number	Total Valuation	Address
B-ACCST	09/23/2021	B-21-102	\$109,000.00	8436 MIDLAND RD
TOTAL B-ACCST:	1	\$109,000.00		
B-ADD/ALT	09/28/2021	B-21-103	\$33,350.00	7813 NE 10TH ST
TOTAL B-ADD/ALT:	1	\$33,350.00		
B-GAS	09/02/2021	G-21-033		924 88TH AVE NE
B-GAS	09/29/2021	G-21-037		1010 84th Ave NE
B-GAS	09/16/2021	G-21-035		438 OVERLAKE DR E
B-GAS	09/15/2021	G-21-034		7619 NE 16th St
B-GAS	09/28/2021	G-21-036		7813 NE 10TH ST
TOTAL B-GAS:	5			
B-GATE	09/09/2021	B-21-096	\$25,000.00	1407 EVERGREEN POINT RD

TOTAL B-GATE:	1	\$25,000.00		
B-MECHANICAL	09/10/2021	M-21-063	\$7,890.00	8457 NE 7TH ST
B-MECHANICAL	09/02/2021	M-21-060	\$2,000.00	924 88TH AVE NE
B-MECHANICAL	09/02/2021	M-21-061	\$47,411.00	3265 Evergreen Pt Rd
B-MECHANICAL	09/15/2021	M-21-064	\$47,950.00	2053 77TH AVE NE
B-MECHANICAL	09/15/2021	M-21-065	\$6,152.00	3319 EVERGREEN POINT RD
B-MECHANICAL	09/27/2021	M-21-067	\$29,156.49	836 84TH AVE NE
B-MECHANICAL	09/16/2021	M-21-066	\$15,449.00	3660 FAIRWEATHER LN
B-MECHANICAL	09/08/2021	M-21-062		1855 Evergreen Point Road
B-MECHANICAL	09/29/2021	M-21-068	\$33,350.00	7813 NE 10TH ST
TOTAL B-MECHANICAL:	9	\$33,350.00		
B-PLUMBING	09/13/2021	P-21-074		8224 OVERLAKE DR W

B-PLUMBING	09/28/2021	P-21-079		2659 EVERGREEN POINT RD
TOTAL B-PLUMBING:	2			
B-POOL/SPA	09/22/2021	B-21-101	\$100,000.00	1686 77TH AVE NE
TOTAL B-POOL/SPA:	1	\$100,000.00		
B-SFR	09/28/2021	B-21-104	\$8,000.00	2019 79th Ave NE
B-SFR	09/15/2021	B-21-098	\$5,664,000.00	8845 OVERLAKE DR W
B-SFR	09/15/2021	B-21-097	\$6,152.00	3319 EVERGREEN POINT RD
B-SFR	09/20/2021	B-21-100		3205 EVERGREEN POINT RD
TOTAL B-SFR:	4			
B-WALL	09/16/2021	B-21-099	\$30,000.00	202 OVERLAKE DR E
TOTAL B-WALL:	1	\$30,000.00		
CAP - CONSTRUCTION ACTIVITY PERMIT	09/02/2021	CAP-21-029		3242 Evergreen Point RD
TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:	1			

P-NON ADMIN SPECIAL USE	09/24/2021	P-21-077		7747 OVERLAKE DR W
TOTAL P-NON ADMIN SPECIAL USE:	1			
P-NON ADMIN SUBSTANTIAL DEV	09/24/2021	P-21-078		1449 EVERGREEN POINT RD
TOTAL P-NON ADMIN SUBSTANTIAL DEV:	1			
P-NON ADMIN VARIANCE	09/30/2021	P-21-080		414 UPLAND RD
TOTAL P-NON ADMIN VARIANCE:	1			
P-SEPA THRESHOLD	09/01/2021	P-21-073		2515 MEDINA CIR
TOTAL P-SEPA THRESHOLD:	1			
P-SEPA/SUBSTANTIAL DEV	09/21/2021	P-21-075		2207 EVERGREEN POINT RD
TOTAL P-SEPA/SUBSTANTIAL DEV:	1			
P-SUBSTANTIAL DEV PERMIT EXEMPTION	09/22/2021	P-21-076		3660 FAIRWEATHER LN
TOTAL P-SUBSTANTIAL DEV PERMIT EXEMPTION:	1			
PW-RIGHT OF WAY	09/07/2021	PW-ROW-21-070		2604 79th Ave NE

PW-RIGHT OF WAY	09/24/2021	PW-ROW-21-079		7747 OVERLAKE DR W
PW-RIGHT OF WAY	09/23/2021	PW-ROW-21-078		101 overlake dr e
PW-RIGHT OF WAY	09/21/2021	PW-ROW-21-076		111 84TH AVE NE
PW-RIGHT OF WAY	09/08/2021	PW-ROW-21-071		2450 78TH AVE NE
PW-RIGHT OF WAY	09/08/2021	PW-ROW-21-072		7813 NE 10TH ST
PW-RIGHT OF WAY	09/09/2021	PW-ROW-21-074		444 OVERLAKE DR E
PW-RIGHT OF WAY	09/09/2021	PW-ROW-21-075		7777 OVERLAKE DR W
PW-RIGHT OF WAY	09/08/2021	PW-ROW-21-073		850 80TH AVE NE
PW-RIGHT OF WAY	09/23/2021	PW-ROW-21-077		Multiple
PW-RIGHT OF WAY	09/03/2021	PW-ROW-21-069		8335 Overlake Dr W
TOTAL PW-RIGHT OF WAY:	11			

TREE-PERFORMANCE	09/21/2021	TREE-21-064		1625 EVERGREEN POINT RD
TREE-PERFORMANCE	09/01/2021	TREE-21-060		3226 78TH PL NE
TREE-PERFORMANCE	09/29/2021	TREE-21-065		2617 EVERGREEN POINT RD
TREE-PERFORMANCE	09/10/2021	TREE-21-063		3340 EVERGREEN POINT RD
TREE-PERFORMANCE	09/09/2021	TREE-21-061		8224 OVERLAKE DR W
TOTAL TREE-PERFORMANCE:	5			

Total # of Permits

48

\$6,164,860.49



Wood Environment & Infrastructure Solutions, Inc.
 4020 Lake Washington Blvd NE, Suite 200
 Kirkland, Washington 98033
 USA
 T: 425-368-1000
www.woodplc.com

October 18, 2021

PS2117398D

Mr. Michael Sauerwein
 City of Medina
 501 Evergreen Point Road
 Medina, WA 98039

Subject: City of Medina City Hall Indoor Air Quality Consulting
 501 Evergreen Point Road
 Medina, WA

Dear Mr. Sauerwein,

Wood Environment & Infrastructure Solutions, Inc. (Wood), provided Industrial Hygiene (IH) consulting services at the City of Medina City Hall facility located at 501 Evergreen Point Road in Medina, Washington (a.k.a., the Site or the Facility). Wood understands that the Facility has been minimally occupied during the COVID pandemic.

City of Medina (CoM) requested that Wood provide third-party IH consulting services to evaluate indoor air quality (IAQ), reoccupancy concerns related to the COVID-19 pandemic, fresh air ventilation, presence of suspect visible mold growth (SVG) and excess moisture at the Site, and to provide recommendations for action prior to reoccupancy. This report summarizes Wood's findings, conclusions, and recommendations.

Background

CoM requested an assessment of the building and recommendations for addressing IAQ, mold, or moisture concerns prior to reoccupancy.

On August 31, 2021, Mike Smith, Wood Principal Certified Industrial Hygienist (CIH), performed a site assessment that included a walkthrough of the Facility's exterior and interior spaces, visual assessments, infrared thermography, and moisture testing. Wood also measured the following air quality parameters: carbon monoxide (CO); carbon dioxide (CO₂), temperature in degrees Fahrenheit (°F); and percent relative humidity (RH). In addition, Wood monitored air quality parameters for approximately 48 hours in each of four separate locations to evaluate fresh air supply to the monitored locations.

Wood's Assessment Methodologies are provided as an attachment (Attachment A).

Findings

Building Description

The Facility was a three-story structure constructed over a partially below-grade 'daylight' basement (a.k.a., the first floor). The first floor contained the police department offices, evidence and weapons

Mr. Michael Sauerwein
 City of Medina
 October 18, 2021
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rooms, men's and women's locker rooms, records room, interview room, mechanical/electrical room, server rooms, and restrooms. The second floor (a.k.a., main level) contains the city council chambers, lobby, restrooms, and offices. The third floor (a.k.a., upper level) is slightly smaller than the second-floor footprint and contains a break room, offices, and a large common hall.

The heating, ventilation, and air-conditioning (HVAC) system is a Mitsubishi City Multi® system. The system is fitted with four Lossnay energy recovery ventilators (ERVs) in mechanical closets on the upper floor and two ERVs in the mechanical spaces on the first floor.

The ERVs bring in and filter 100% fresh air and exhaust 100% of indoor air. Occupied spaces are fitted with air supply and exhaust ducts. Rice paper membranes in the ERVs recover and transfer heat and humidity from processed air as needed for comfort and efficiency. Ducts from the ERVs supply and exhaust air from occupied spaces.

Individual indoor units tied to a heat pump system are located in the upper walls and ceilings of occupied spaces to further enhance air temperature controls and amend the ERV units. The indoor units are not ducted, but process locally available air. The entire system is integrated electronically to moderate temperatures.

Each indoor unit is fitted with a condensate collection system. Condensate lines for the Police Department indoor units on the first floor pump water to the drain systems of the women's locker room and break room sink. Condensate lines for the indoor units on the second and third floors feed water by gravity to drains below. The server rooms are equipped with a single ductless mini-split unit that has its own heat pump.

Common interior finishes in the offices included the following:

- Drywall walls and ceilings;
- Medium density fiberboard (MDF) decorative baseboard, door, and window trim;
- Stone floor tiles (lobby areas); and
- Carpet tiles (office spaces).

Site History

Wood understands that the City Hall building was completely renovated in 2011, with a new HVAC system, and was revised approximately 2019 to improve uneven cooling and heating. The police department indoor units reportedly have a history of leaking. CoM reported that the condensate lines for the police department are currently ¼" diameter cross-linked polyethylene (PEX) piping. The Hermanson representative reported that the units were repaired, and the leak issue was addressed.

Observations

On August 31, 2021, Wood performed visual assessments of exposed, accessible building materials for SVG, and performed infrared thermography and moisture testing of accessible building materials in the inspected areas. Relevant observations are documented in the attached Site Photographs (Attachment B).

Wood's findings are summarized as follows:

- Limited areas of swollen MDF baseboard, delaminated paint, caulk, and MDF window trim were observed on the north wall of the second-floor staff only area;

Mr. Michael Sauerwein
City of Medina
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- Limited areas of swollen MDF baseboard were observed on the west wall of the Council chamber on the second floor;
- Limited areas of swollen MDF baseboard were observed under the water fountain in the lobby on the second floor;
- Less than 1 square foot of swollen baseboard was observed on the north wall of Michael Sauerwein's office on the third floor;
- No excess moisture was detected in any of the assessed areas; and
- No SVG was observed on exposed surfaces.

IAQ Assessment

Wood also measured the following air quality parameters in most indoor spaces and monitored air quality parameters for approximately 48 hours in each of four separate locations to evaluate fresh air supply to the monitored locations. The results of the IAQ survey and monitoring were compared to the American Industrial Hygiene Association 'Back to Work Safely' guidance document and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) 62.1-2019 standard (Ventilation for Acceptable Indoor Air Quality) and 'Guidance for Building Operations during the COVID-19 Pandemic'.

Air quality parameter survey findings are shown in Table 1. Results of long-term air quality parameter monitoring results are summarized in Table 2 and in Figures 1 through 4 below.

Mr. Michael Sauerwein
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 October 18, 2021
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Table 1: IAQ Parameter Survey, August 31, 2021.

Location	CO ₂ (ppm)	CO (ppm)	Temperature (°F)	Relative Humidity (%)	Notes
outdoor	413-420	0	60	64	Control
1st floor: storage	628-630	0	72	53	Not occupied
1st floor: captain's office	622-628	0	73	51	1 person
1st floor: open office area	622-627	0	74	49	Not occupied
1st floor: lunch room	617-620	0	72	53	1 person
1st floor: hallway	625-632	0	72	53	Not occupied
1st floor: men's locker room	525-580	0	71	49	Not occupied
1st floor: sergeant's office	626-632	0	70	55	Not occupied
1st floor: office	645-652	0	72	54	2 people
2nd floor: council chamber	449-471	0	72	46	Not occupied
2nd floor: lobby/hallway	498-522	0	71	49	Not occupied
2nd floor: staff only area	538-649	0	70	45	1 person
2nd floor: Stephany Keyser office	678-680	0	71	45	Occupied
2nd floor: Steve Wilcox office	702-742	0	72	47	Occupied
2nd floor: open office area	565-585	0	71	48	Occupied
3rd floor: Anne Zhu office	582-592	0	70	47	Occupied
3rd floor: Ryan Osada office	549-522	0	71	48	Not occupied
3rd floor: Julie Ketter office	560-585	0	70.4	50	Occupied
3rd floor: Michael Sauerwein's office	670-680	0	71	49	Not occupied
3rd floor: lunch room	580-583	0	71	50	Not occupied

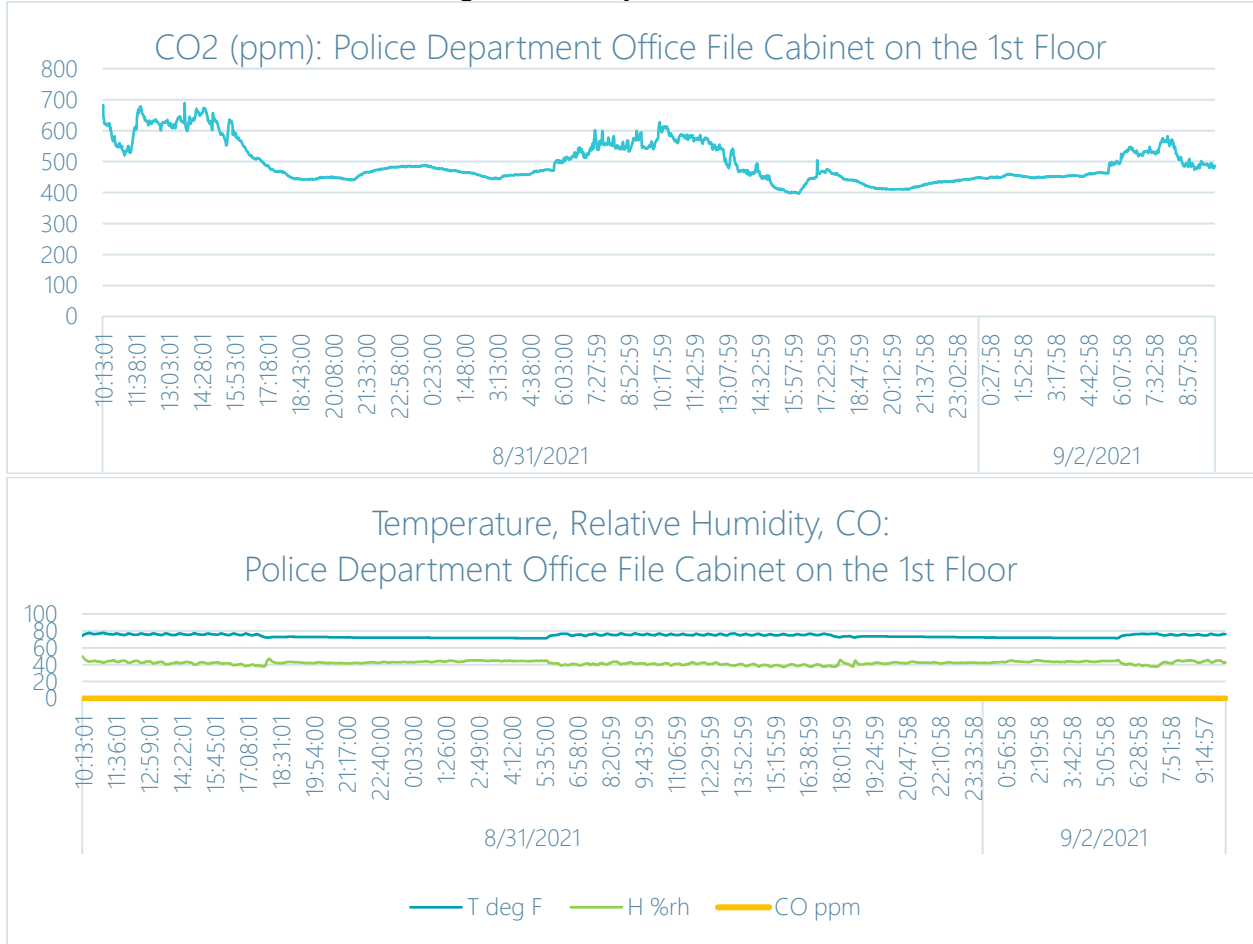
Mr. Michael Sauerwein
 City of Medina
 October 18, 2021
 Page 5 of 11

Table 2: IAQ Monitoring Results, August 31 to September 9, 2021.

Location / Date / Time on/off	CO ₂ (ppm)	CO (ppm)	Temperature (°F)	Relative Humidity (%)	Interpretation
1st Floor: Police department open office area on west file cabinet. On: Aug. 31, 2021, 10:13 Off: Sep. 2, 2021, 10:13	396-495	0	71-74	37-42	Temperature slightly higher than ASHRAE recommendations. This finding might be related to placement of monitor near warm/sun-exposed exterior wall surface. Otherwise within ASHRAE parameters
2nd Floor: Council Chambers on desk. On: Aug. 31, 2021, 09:26 Off: Sep. 2, 2021, 09:26	405-441	0	69-71	39-44	Within ASHRAE parameters
2nd Floor: Staff only area near mail slots. On: Sep. 7, 2021, 11:35 Off: Sep. 9, 2021, 11:35	413-542	0	70-72	41-47	Within ASHRAE parameters
3rd Floor: Open office area on table near HP design jet printer. On: Sep. 7, 2021, 11:44 Off: Sep. 9, 2021, 11:44	403-454	0	69-72	46-53	Within ASHRAE parameters

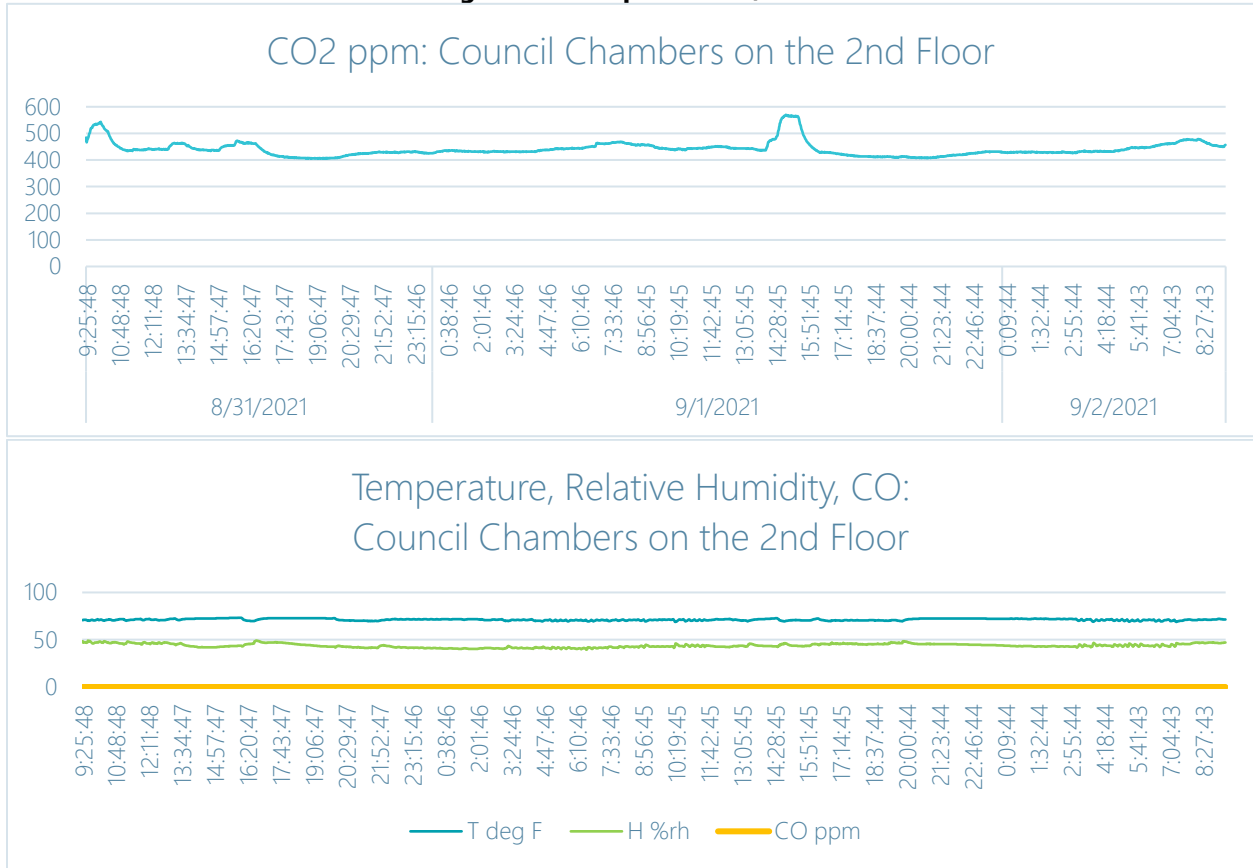
Mr. Michael Sauerwein
 City of Medina
 October 18, 2021
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**Figure 1: IAQ Monitoring Results, Police Department on the 1st Floor,
 August 31 to September 2, 2021.**



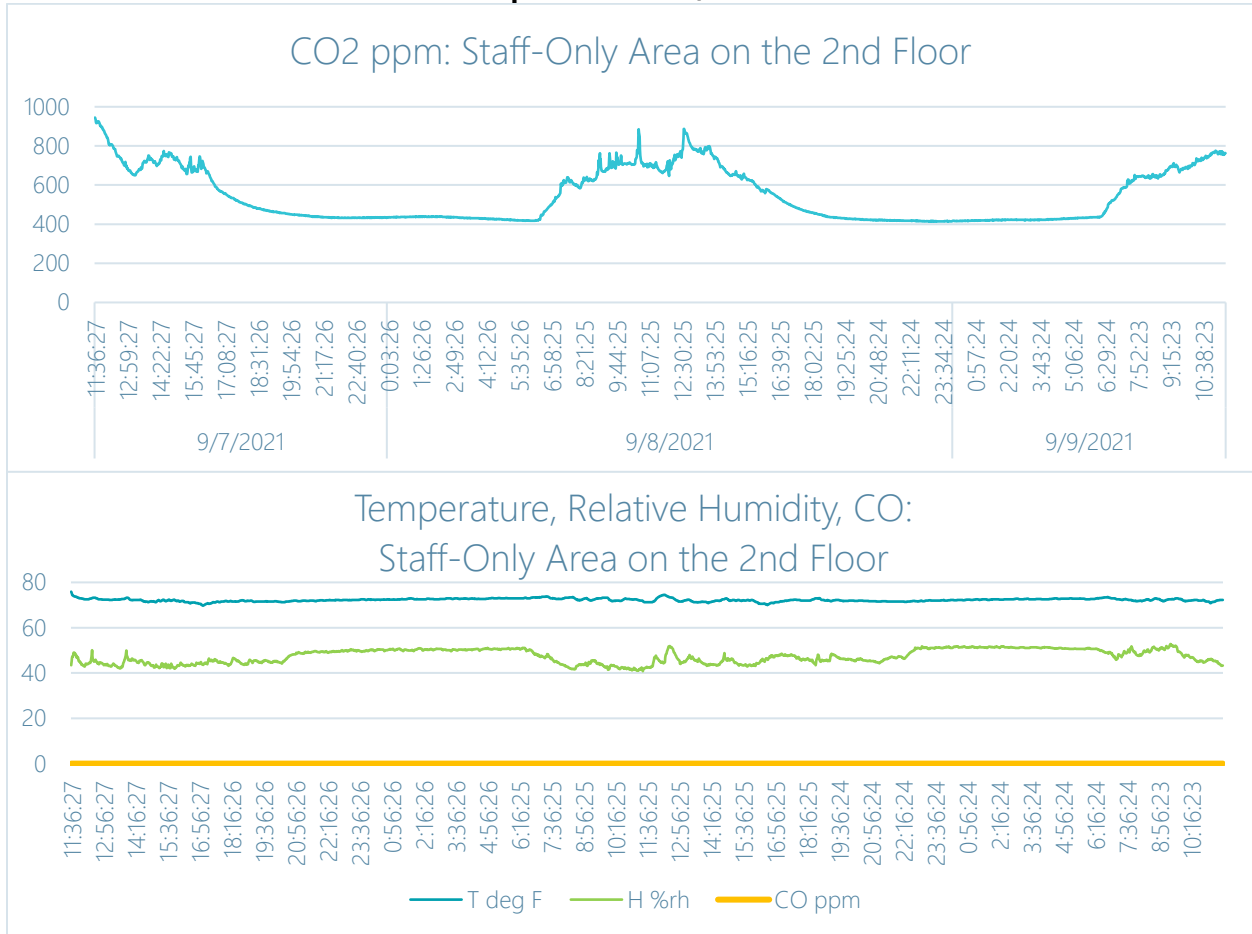
Mr. Michael Sauerwein
City of Medina
October 18, 2021
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**Figure 2: IAQ Monitoring Results, Council Chambers on the 2nd Floor,
August 31 to September 2, 2021.**



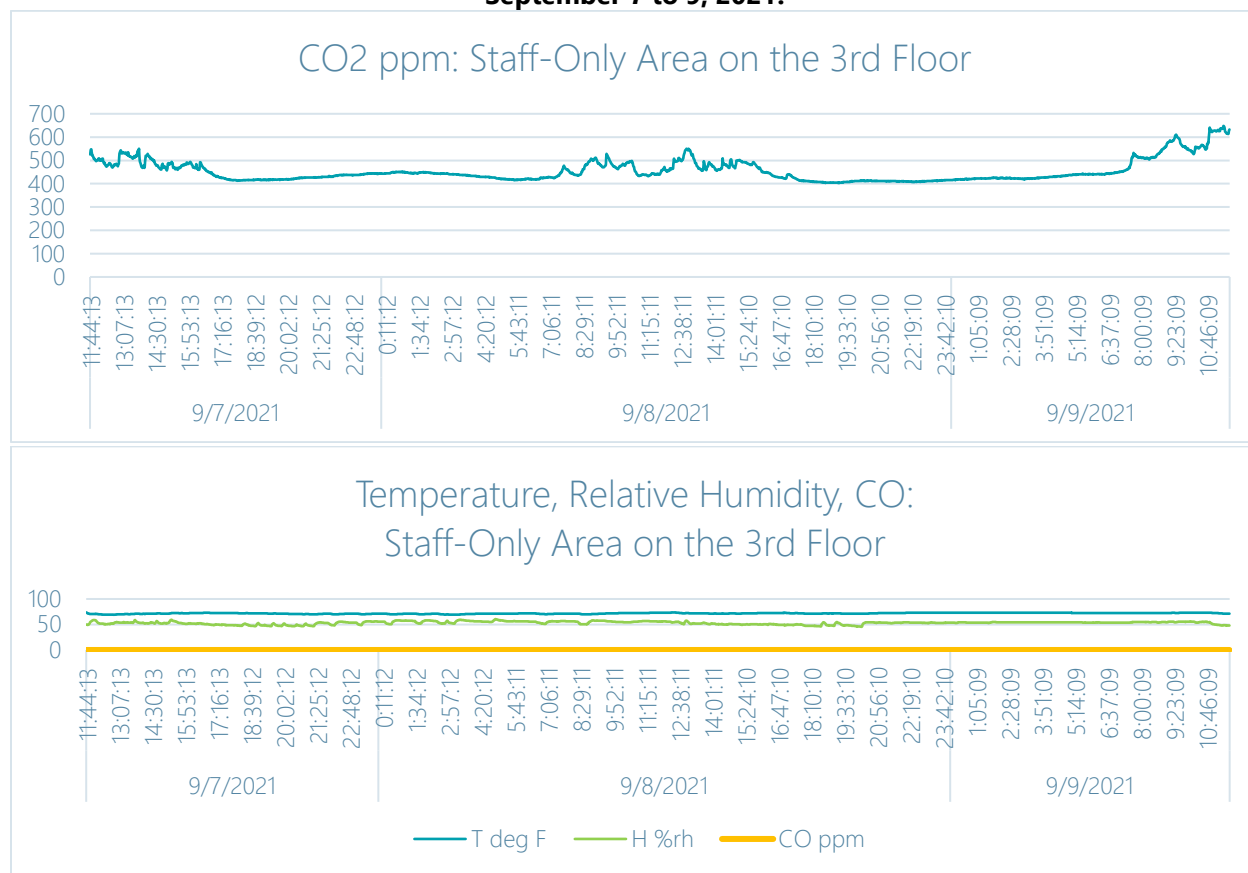
Mr. Michael Sauerwein
 City of Medina
 October 18, 2021
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Figure 3: IAQ Monitoring Results, Staff-Only Area on the 2nd Floor, September 7 to 9, 2021.



Mr. Michael Sauerwein
 City of Medina
 October 18, 2021
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**Figure 4: IAQ Monitoring Results, Open Office Area on the 3rd Floor,
 September 7 to 9, 2021.**



Conclusions and Recommendations

Based on field observations and information provided by CoM, Wood concludes the following:

- No unusual IAQ conditions were observed that would preclude reoccupancy.
- IAQ parameter measurements found that, during monitored conditions, air exchanges in the building were sufficient, and Wood's understanding of the HVAC system in the building found that it is likely protective of occupants, providing public health guidance regarding COVID-19 infection control procedures is followed.
- Delaminated paint, caulk, and swollen MDF decorative trim were likely caused by moisture from condensation on exterior windows, presumably due to the individual indoor HVAC units.
- Swollen MDF baseboard in Mr. Sauerwein's office on the third floor, the staff-only area on the second floor, and the Council chamber were likely related to localized condensate pump or related HVAC unit failures, which Wood understands have been repaired.
- Swollen MDF baseboard in the lobby on the second floor may be related to water fountain use or cleaning activities.

Mr. Michael Sauerwein
 City of Medina
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- There could be limited quantities of mold growth contained in the wall cavities affected by moisture observed in the staff-only area the second floor, but no exposures are expected unless the moisture-affected building materials are disturbed.
- No excess moisture was detected in accessible, assessed building materials.

Wood recommends that the drywall affected by delaminated paint or concealed by swollen MDF decorative trim be assessed for mold growth after hours when the space is not occupied. The work should be conducted using dust controls such as, but not limited to:

- Protecting floors and adjacent contents from dust using plastic drop cloths;
- Using mechanical drywall tools designed to control dusts;
- Using non-mechanized hand tools to cut drywall that do not crush or pulverize drywall;
- Using vacuum cleaners equipped with high-efficiency particulate air (HEPA filtration) to control dusts during and after drywall removal; and
- Using plastic sheeting, Correx, or similar material and non-marring tape to cover wall openings.

Wood can return to the site to assess removed drywall, decorative trim, and wall cavities at a mutually agreeable time and date.

Limitations

Between August 31 and September 9, 2021, Wood was retained to perform a limited inspection of interior building areas of the Site for IAQ, mold, and moisture impacts. Wood has not assessed the structural condition of the building or tested moisture in building materials other than those accessible materials identified in this report.

The conclusions in this report are based on the observations and data obtained between August 31 and September 9, 2021, and our understanding of the information provided by CoM. The services Wood provided were conducted in accordance with generally accepted industrial hygiene standards of care in Washington State. The conclusions presented above apply to the site conditions existing during site assessments.

Wood cannot provide medical opinions regarding, for example, whether or not occupants may experience adverse health effects during occupancy of the building. While Wood performed investigations regarding building conditions based on reported and observed construction methods during the assessment, Wood cannot guarantee that no mold growth moisture is present on or in hidden materials.

Wood is not responsible for repair work designed and/or conducted by others that may affect the building environment now or in the future. Wood makes no guarantee or warranty that future moisture or mold growth will not appear if conditions conducive to moisture or mold growth continue or are reintroduced to the building.

Wood provided these services using its commercially reasonable best efforts consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. The on-site tasks were performed by a Certified Industrial Hygienist (CIH) who is experienced both in conducting fire, mold, and moisture assessments, and in developing fire, mold, and moisture remediation work plans.

Mr. Michael Sauerwein
City of Medina
October 18, 2021
Page 11 of 11

If you have any questions concerning the findings and conclusions in this report, please feel free to call at your earliest convenience.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Michelle L. David, MS
Senior Industrial Hygienist



Mike Smith, CIH
Principal Industrial Hygienist

MD/MS:al

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Attachments: Attachment A: Assessment Methodologies
Attachment B: Site Photographs



Attachment A



Assessment Methodologies

Wood conducted an assessment to determine if interior building materials were affected by excess moisture or suspect visible mold growth. Wood's assessments included visual inspection of exposed building materials in accessible building areas, moisture testing, and infrared thermography to determine impacts of moisture to building materials.

Document Review

Wood reviewed information provided by City of Medina to determine the likely distribution of moisture throughout the office spaces in the Facility.

Visual Assessment

Wood used a flashlight, and ambient light to visually assess the surfaces of accessible interior building materials for signs of delamination, water stains, rust, smearable powdery deposits, apparent colonies, or evidence of suspect visible mold growth.

Moisture Testing

Moisture content was measured in building materials using a direct-reading moisture meter¹ and a surface moisture meter². Moisture content readings were collected to identify building materials that contained sufficient moisture to support and amplify fungal growth. The instruments used are designed for quantitative measurement of moisture content in wood, drywall, concrete, roofing, and masonry.

We compared apparently moisture-affected areas to non-moisture-affected areas to determine a "dry standard" for building materials at the site.

- Using the Delmhorst meter, wood with a moisture concentration of 20 percent or greater is considered "wet" and capable of supporting mold growth.³ Moisture content in drywall is measured on a relative percent scale using the penetrating pins. A moisture content of 0 to 0.4 percent is considered "dry," 0.5 to 0.9 percent is considered "borderline," and 1.0 percent and greater is considered "excess moisture" and capable of supporting mold growth.
- Using the surface moisture meter, affected areas are considered dry when moisture content is within 5 percent of unaffected areas.

Infrared Thermography

Wood utilized a Fluke TiR camera to examine building materials for thermal gradients that could represent areas of possible excess moisture. Accessible building materials that appeared to be relatively cold in an infrared image were assessed directly using a moisture meter and by manually examining materials.

¹ Delmhorst BD-2100.

² Tramex Moisture Encounter

³ "Fast Facts – Mold and Wood Products, No. 2 Preventing and Controlling Mold", Western Wood Products Association, 2012.

Indoor Air Quality Monitoring

Wood utilized a VelociCALc/Q-Trak 7575 Indoor Air Quality (IAQ) Monitor to measure temperature, relative humidity, CO and CO₂ concentrations. Temperature and relative humidity were documented as they can be indicators of occupant comfort.

Carbon monoxide is a byproduct of combustion and should generally not be detectable indoors. CO₂ is a byproduct of respiration, and it is detectable in fresh outdoor air. Indoors, CO₂ can build up in concentrations well above outdoor concentrations when ventilation is insufficient. American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) 62.1-2019 (Ventilation for Acceptable Indoor Air Quality) considers a space to be adequately ventilated when indoor CO₂ concentrations are within 750 parts per million (ppm) of outdoor CO₂ concentrations.

Wood performed a walkthrough survey of rooms throughout the facility and used the IAQ monitor to log measurements at approximately four feet above the floor in each measured location. One outdoor (control) measurement was collected during the walkthrough survey. One reading was collected in each monitored location after the instrument readout stabilized.

Wood also used the IAQ monitor to data log air quality parameters in four locations for 48-hour periods. The datalogging interval was set to one minute. The monitor was placed approximately three to four feet above the floor. The logged data was downloaded and graphed to show IAQ parameter trends over time.

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Attachment B

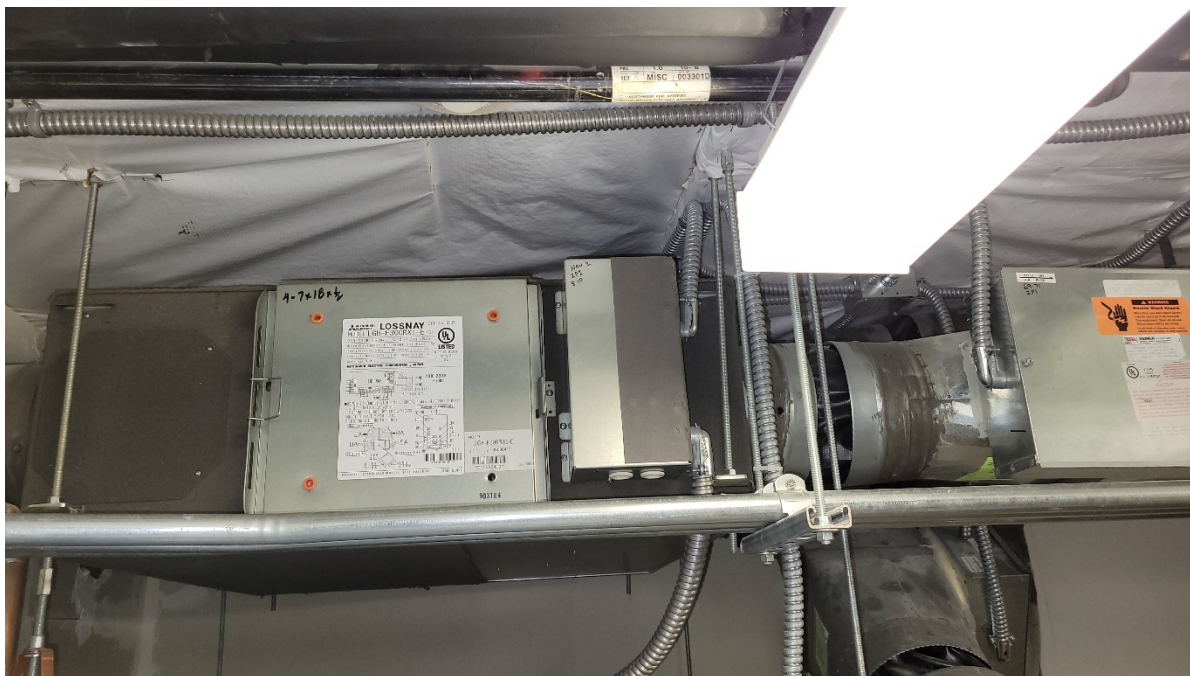
Site Photographs



Photograph 1. First floor: Police Department office, location of indoor air quality monitor.



Photograph 2. Second floor: Council chamber, location of indoor air quality monitor.



Photograph 3. Third floor: Lossnay energy recovery ventilator unit.



Photograph 4. Hall water cooler on the second floor: slight swelling of base board (red arrow).



Photograph 5. Staff-only area on the second floor, north wall: delaminated paint and swollen decorative window trim.



Photograph 6. Detail of area in Photograph 5.



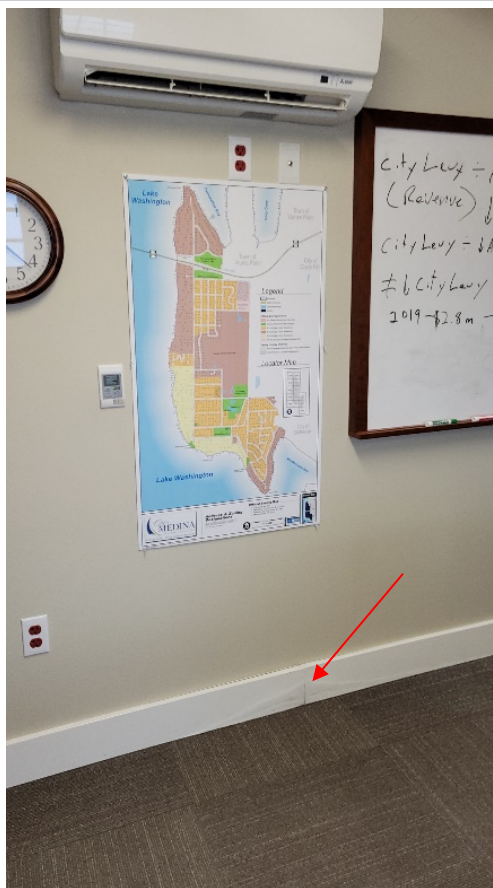
Photograph 7. Staff-only area on the second floor: swollen decorative window trim (red arrow).



Photograph 8. Council chamber on the second floor, west wall: swollen baseboard.



Photograph 9. Council chamber on the second floor, west wall: swollen baseboard trim, presumably from moisture impacts.



Photograph 10. Michael Sauerwein's office on the third floor: swollen baseboard (red arrow).



Photograph 11. Detail of area in Photograph 8.



CITY OF MEDINA

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

Date: November 8, 2021

To: Honorable Mayor and City Council

Via: Michael Sauerwein, City Manager

From: Julie Ketter, Finance & HR Director

Subject: September/October 2021 Financial Reporting

The September/October 2021 Reporting includes:

- October 2021 AP Check Register Activity Detail (5.1)
- September 2021 Revenue & Expense Summary
- September Cash Position Report
- October 2021 Revenue & Expense Summary
- October 2021 Cash Position Report
- 2021 Projected Comparative Fund Summary, including 2022's preliminary budget

Key Items for September/October YTD include:

(Items in red reflect new alerts since prior reporting.)

GENERAL FUND

Revenue:

- Property Tax is at \$3.5M (87% of budget) as of October 2021. Property Tax normally is deposited during the April/May and October/November fiscal periods. It is expected that the remaining amounts of our annual total will be received before the end of the year.
- Sales Tax Revenues are \$1.8M (10% above budget) as of October 2021. This continues the 2020 pace, elevated due to COVID impacts causing increased destination-based receipts. Additional destination-based receipts are high due to the large amount of development activity and the increase costs of their building supplies. In creating the 2021 budget, staff and Council decided to budget this revenue conservatively rather than planning for sporadic windfalls caused by large expensive destination-based purchases. The COVID related impacts *were* expected to lessen as the year progressed; however, if receipts continue at this pace, this revenue source could exceed \$2M. This would represent a 26% increase over prior year.
- Utility Taxes & Franchise Fees are remitted mostly by the quarter. The year-to-date amount reflected in October, \$712K represents receipts of 4th quarter 2020 and 2021 Q1 & Q2 amounts. **Q3 amounts are expected to arrive before the end of the year.**
- Development fees continue to come in at a stunning pace; associated expenses will take 1-2 years to catch up with receipts.
- Hunts Point's Q1-Q3 contract payments for police services have been received and are reflected in General Government revenues. The contract receipts for 2021 will be \$17K below line-item budget due to 2020 PD cost savings Medina is contractually obligated to pass along to Hunts Point in 2021.
- Traffic fines receipts are low, matched with low court-related expenses. With stepped up enforcement an uptick is expected. However, it is unlikely to bring the revenue & court expenses up to budgeted amounts.

- Note: asset disposal is high due to a \$38K receipt caused by a return and 2021 refund of camera equipment purchased in 2020. It is flagged in the General Fund this way in order to track it for eventual repurchases.

Expense:

- Finance pays the full 2021 annual WCIA Insurance Liability premiums in January, \$186K. This single expense accounts for 35% of its overall budget. Additionally, Finance's budget includes amounts for banking fees. With the recent launching of an online DS permit application and payment process, credit card processing fees are exceeding the expense line's budget (Miscellaneous). It is offset by applicant convenience revenue. Staff, in creating the budget, underestimated the willingness of applicants to pay 3% in order to pay by credit cards.
- Executive budget will be adjusted with next month's scheduled budget amendment. See below for details.
- Fire & Medical Aid pays the contract fees to Bellevue Fire in two installments. The first half was paid in June. In August, the City paid its LEOFF1, retirees pension obligation of \$30K.

CAPITAL FUND

- There is \$1.6M of REET (real estate excise tax) revenue year-to-date, reflecting December 2020 - September's real estate activity. This is 210% of the receipts we had anticipated for the entire year when drafting the budget. So far the predicted, eventual, slowing of home sales in Medina has yet to show itself.
- *The first half of the Federal ARPA (covid relief funds) has been received; \$459K. It is currently being "parked" in the Capital Fund while Council and Staff work to finalize the City's goals for its use.*
- Capital expense budget is only at 13.44% spent. Large project billings have yet to be received but cost center is still projected to come in below budget due to delay of some items into 2022.

CASH POSITION

- As of 10/31/2021, the City's total cash balances are at a robust \$10M. However, approximately 60% of that is restricted---such as REET receipts, ARPA funds & Development Service customer deposits. And the non-restricted, General Fund cash will be tapped heavily in the remaining 2 months of the year as we finish out the budget year.

GENERAL FINANCE NOTES:

The Finance Committee met October 25th to review of Q3 year-to-date financial statements.

Items for future 2021 budget amendment (December):

-Update of Salary Schedule (budget attachment A) to reflect Council action on December 14th, increasing the City Manager pay and lifting the upper end of the position's salary range to accommodate this action.

- Transfer from General Fund to Contingency Fund of \$251,844, per Finance Committee's 2/24 recommendation.

~~-PD seasonal OT for extra patrolling as approved by Council May 10th, \$23,700. Not impactful, cover with cost savings due to the lack of Marine Patrol during the year.~~

-Personnel Policy update approved by Council June 14th, one-time excess leave cash out for unrepresented employees at 12/31/21 to align balances to new policy. \$50K-\$65K.

-CIP addition, Street improvement for traffic safety; CC approved REET funds of approx..\$102K, July 2021.

-Increase of playground equipment budget +\$50K; approved by CC for use of REET funds, 6/14.

City of Medina
Revenue & Expense Summary
September 2021

AGENDA ITEM 9.1d

REVENUE:	SEPT ACTUAL	SEPT YTD ACTUAL	2021 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET	2021 Year-end Projection	% of Budget
General Fund							
Property Tax	\$89,371	\$2,431,421	\$3,986,413	60.99%	\$1,554,992	\$ 3,986,413	100.00%
Sales Tax	\$151,603	\$1,501,993	\$1,522,354	98.66%	\$20,361	\$ 2,009,435	132.00%
Criminal Justice	\$9,750	\$78,893	\$90,080	87.58%	\$11,187	\$ 90,080	100.00%
B & O Tax: Utility & Franchise Fee	\$1,115	\$693,861	\$890,524	77.92%	\$196,663	\$ 890,524	100.00%
Leasehold Excise Tax	\$0	\$911	\$800	113.88%	(\$111)	\$ 911	113.88%
Building Permits, Planning & Development	\$94,248	\$1,076,543	\$890,611	120.88%	(\$185,932)	\$ 1,315,775	147.74%
General Government (includes Hunts Point)	\$82,520	\$265,107	\$358,233	74.00%	\$93,126	\$ 350,738	97.91%
Passports, General Licenses & Permits	\$162	\$1,081	\$8,490	12.73%	\$7,409	\$ 1,081	12.73%
Fines, Penalties, Traffic Infr.	\$1,684	\$10,250	\$31,250	32.80%	\$21,000	\$ 12,527	40.09%
Misc. Invest. Facility Leases	\$2,176	\$118,925	\$128,007	92.91%	\$9,082	\$ 147,399	115.15%
Other Revenue, Dispositions	\$0	\$38,550	\$3,000	1285.00%	(\$35,550)	\$ 50,550	1685.00%
General Fund Total	\$432,629	\$6,217,534	\$7,909,762	78.61%	\$1,692,228	\$ 8,855,434	111.96%
Street Fund	\$9,108	\$113,060	\$139,092	81.28%	\$26,032	\$ 129,433	93.06%
Street Fund Transfers In	\$31,428	\$282,849	\$377,132	75.00%	\$94,283	\$ 377,132	100.00%
Tree Fund	\$0	\$0	\$3,075	0.00%	\$3,075	\$ -	0.00%
Contingency Fund (Transfers In)			\$250,000			\$ 250,000	100.00%
Levy Stabilization Fund (Transfers In)	\$41,667	\$375,000	\$500,000	75.00%	\$125,000	\$ 500,000	100.00%
Capital Fund	\$163,467	\$1,833,170	\$1,113,016	164.70%	(\$720,154)	\$ 2,642,847	237.45%
Total (All Funds)	\$605,205	\$8,163,763	\$9,164,945	89.08%	\$1,001,182	\$ 11,627,714	126.87%
Total (All Funds) Transfers In	\$73,094	\$657,849	\$1,127,132	58.36%	\$469,283	\$ 1,127,132	100.00%

EXPENDITURES:	SEPT ACTUAL	SEPT YTD ACTUAL	2021 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET	2021 Year-end Projection	% of Budget
General Fund							
Legislative	\$343	\$6,967	\$39,600	17.59%	\$32,633	\$ 15,600	39.39%
Municipal Court	\$5,214	\$40,557	\$57,000	71.15%	\$16,443	\$ 57,000	100.00%
Executive	\$25,982	\$208,216	\$274,819	75.76%	\$66,603	\$ 339,268	123.45%
Finance	\$27,664	\$433,464	\$524,983	82.57%	\$91,519	\$ 544,755	103.77%
Legal	\$58,261	\$217,927	\$367,200	59.35%	\$149,273	\$ 337,200	91.83%
Central Services	\$69,173	\$613,054	\$941,639	65.10%	\$328,585	\$ 851,442	90.42%
Police Operations	\$186,483	\$1,632,252	\$2,380,557	68.57%	\$748,305	\$ 2,319,079	97.42%
Fire & Medical Aid	\$0	\$418,977	\$807,954	51.86%	\$388,977	\$ 807,954	100.00%
Public Housing, Environmental & Mental Health Fees	\$11,953	\$29,141	\$31,238	93.29%	\$2,097	\$ 31,066	99.45%
Development & Planning	\$72,884	\$648,334	\$910,642	71.20%	\$262,308	\$ 878,131	96.43%
Recreational Services	\$2,151	\$26,277	\$44,820	58.63%	\$18,543	\$ 26,277	58.63%
Parks	\$46,601	\$364,001	\$511,781	71.12%	\$147,780	\$ 511,585	99.96%
General Fund Total	\$506,707	\$4,639,167	\$6,892,233	67.31%	\$2,253,066	\$ 6,719,357	97.49%
General Fund Transfers Out	\$73,094	\$657,849	\$877,132	75.00%	\$219,283	\$ 1,127,132	128.50%
Street Fund	\$28,142	\$302,470	\$515,112	58.72%	\$212,642	\$ 443,782	86.15%
Tree Fund	\$0	\$18,976	\$38,000	49.94%	\$19,024	\$ 18,976	49.94%
Capital Fund	\$14,440	\$100,692	\$840,000	11.99%	\$739,308	\$ 730,107	86.92%
Capital Fund Transfers Out	\$0	\$0	\$0	0.00%	\$0	\$ -	
Total (All Funds)	\$549,289	\$5,061,306	\$8,285,344	61.09%	\$3,224,038	\$ 7,912,222	95.50%
Total (All Funds) Transfers Out	\$73,094	\$657,849	\$877,132	75.00%	\$219,283	\$ 1,127,132	128.50%

2021 YTD Cashflow Report September 2021

AGENDA ITEM 9.1d

<u>2021 Beginning Cash Balance 1/1/2021</u>		<u>2021 Cash Balance, to date</u>	
<u>TOTAL CASH & INVESTMENTS</u>		<u>TOTAL CASH & INVESTMENTS</u>	
Beginning Year: 1/1/2021		Period Ending 9/30/2021	
WA ST INV POOL	\$ 2,842,687	WA ST INV POOL	\$ 4,993,536
OTHER INVESTMENTS	1,500,000	OTHER INVESTMENTS*	1,500,000
CHECKING	1,580,653	CHECKING	2,604,760
	<u>\$ 5,923,340</u>		<u>\$ 9,098,296</u>

*Bond maturity dates:

\$500K bond (Mar 2021)
3/3/2025
\$1M bond (Aug 2020)
8/5/2024

City of Medina
Revenue & Expense Summary
October 2021

AGENDA ITEM 9.1d

REVENUE:	OCT ACTUAL	OCT YTD ACTUAL	2021 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET	2021 Year-end Projection	% of Budget
General Fund							
Property Tax	\$1,021,739	\$3,453,160	\$3,986,413	86.62%	\$533,253	\$ 3,986,413	100.00%
Sales Tax	\$176,441	\$1,678,434	\$1,522,354	110.25%	(\$156,080)	\$ 2,021,524	132.79%
Criminal Justice	\$8,306	\$87,199	\$90,080	96.80%	\$2,881	\$ 90,080	100.00%
B & O Tax: Utility & Franchise Fee	\$107,852	\$801,713	\$890,524	90.03%	\$88,811	\$ 890,524	100.00%
Leasehold Excise Tax	\$0	\$911	\$800	113.88%	(\$111)	\$ 911	113.88%
Building Permits, Planning & Development	\$128,359	\$1,205,192	\$890,611	135.32%	(\$314,581)	\$ 1,446,230	162.39%
General Government (includes Hunts Point)	\$6,717	\$271,824	\$358,233	75.88%	\$86,409	\$ 350,861	97.94%
Passports, General Licenses & Permits	\$187	\$1,268	\$8,490	14.94%	\$7,222	\$ 1,268	14.94%
Fines, Penalties, Traffic Infr.	(\$401)	\$9,849	\$31,250	31.52%	\$21,401	\$ 11,818	37.82%
Misc. Invest. Facility Leases	\$10,508	\$129,442	\$128,007	101.12%	(\$1,435)	\$ 150,575	117.63%
Other Revenue, Dispositions	\$12,900	\$51,450	\$3,000	1715.00%	(\$48,450)	\$ 51,450	1715.00%
General Fund Total	\$1,472,608	\$7,690,441	\$7,909,762	97.23%	\$219,321	\$ 9,001,655	113.80%
Street Fund	\$5,039	\$118,099	\$139,092	84.91%	\$20,993	\$ 129,371	93.01%
Street Fund Transfers In	\$31,428	\$314,277	\$377,132	83.33%	\$62,855	\$ 377,132	100.00%
Tree Fund	\$0	\$0	\$3,075	0.00%	\$3,075	\$ -	0.00%
Contingency Fund (Transfers In)			\$250,000			\$ 250,000	100.00%
Levy Stabilization Fund (Transfers In)	\$41,667	\$416,667	\$500,000	83.33%	\$83,333	\$ 500,000	100.00%
Capital Fund	\$301,595	\$2,134,765	\$1,113,016	191.80%	(\$1,021,749)	\$ 3,150,363	283.05%
Total (All Funds)	\$1,779,243	\$9,943,305	\$9,164,945	108.49%	(\$778,360)	\$ 12,281,390	134.00%
Total (All Funds) Transfers In	\$73,094	\$730,943	\$1,127,132	64.85%	\$396,189	\$ 1,127,132	100.00%

EXPENDITURES:	OCT ACTUAL	OCT YTD ACTUAL	2021 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET	2021 Year-end Projection	% of Budget
General Fund							
Legislative	\$2,219	\$9,186	\$39,600	23.20%	\$30,414	\$ 16,357	41.30%
Municipal Court	\$4,000	\$44,557	\$57,000	78.17%	\$12,443	\$ 57,000	100.00%
Executive	\$25,539	\$233,755	\$274,819	85.06%	\$41,064	\$ 339,268	123.45%
Finance	\$32,356	\$465,820	\$524,983	88.73%	\$59,163	\$ 538,594	102.59%
Legal	\$24,677	\$242,604	\$367,200	66.07%	\$124,596	\$ 337,200	91.83%
Central Services	\$69,095	\$682,148	\$941,639	72.44%	\$259,491	\$ 853,998	90.69%
Police Operations	\$177,900	\$1,810,152	\$2,380,557	76.04%	\$570,405	\$ 2,305,520	96.85%
Fire & Medical Aid	\$0	\$418,977	\$807,954	51.86%	\$388,977	\$ 807,954	100.00%
Public Housing, Environmental & Mental Health Fees	\$0	\$29,141	\$31,238	93.29%	\$2,097	\$ 31,066	99.45%
Development & Planning	\$68,042	\$716,376	\$910,642	78.67%	\$194,266	\$ 867,201	95.23%
Recreational Services	\$940	\$27,218	\$44,820	60.73%	\$17,602	\$ 27,218	60.73%
Parks	\$37,493	\$401,494	\$511,781	78.45%	\$110,287	\$ 486,167	95.00%
General Fund Total	\$442,260	\$5,081,427	\$6,892,233	73.73%	\$1,810,806	\$ 6,667,541	96.74%
General Fund Transfers Out	\$73,094	\$730,943	\$877,132	83.33%	\$146,189	\$ 1,127,132	128.50%
Street Fund	\$37,369	\$339,839	\$515,112	65.97%	\$175,273	\$ 445,318	86.45%
Tree Fund	\$0	\$18,976	\$38,000	49.94%	\$19,024	\$ 18,976	49.94%
Capital Fund	\$21,372	\$112,904	\$840,000	13.44%	\$727,096	\$ 730,107	86.92%
Capital Fund Transfers Out	\$0	\$0	\$0	0.00%	\$0	\$ -	
Total (All Funds)	\$501,001	\$5,553,146	\$8,285,344	67.02%	\$2,732,198	\$ 7,861,942	94.89%
Total (All Funds) Transfers Out	\$73,094	\$730,943	\$877,132	83.33%	\$146,189	\$ 1,127,132	128.50%

2021 YTD Cashflow Report October 2021

AGENDA ITEM 9.1d

<u>2021 Beginning Cash Balance 1/1/2021</u>		<u>2021 Cash Balance, to date</u>	
<u>TOTAL CASH & INVESTMENTS</u>		<u>TOTAL CASH & INVESTMENTS</u>	
Beginning Year: 1/1/2021		Period Ending 10/31/2021	
WA ST INV POOL	\$ 2,842,687	WA ST INV POOL	\$ 5,192,013
OTHER INVESTMENTS	1,500,000	OTHER INVESTMENTS*	1,500,000
CHECKING	1,580,653	CHECKING	3,672,331
	<u>\$ 5,923,340</u>		<u>\$ 10,364,344</u>

*Bond maturity dates:

\$500K bond (Mar 2021)
3/3/2025
\$1M bond (Aug 2020)
8/5/2024

COMPARATIVE SUMMARY BY FUND
Projections as of 11/8/2021

AGENDA ITEM 9.1d

	2019	2020	2021	2021	2022	
DESCRIPTION	Actuals	Actual	Budget	Year-end Projections	Preliminary Budget 11/8/2021 draft	General Fund Year End Carryover Balances
GENERAL FUND						
BEGINNING FUND BALANCE	\$ 837,822	\$ 1,181,753	\$ 2,194,185	\$ 2,194,185	\$ 3,401,167	<u>2021</u>
REVENUES	6,816,529	7,983,720	7,909,764	9,001,655	8,270,543	Fund Balance
OPERATING TRANSFERS-IN	-	-	-	-	-	Projected, Excess/(Shortfall)
EXPENDITURES	6,432,598	6,601,288	6,892,234	6,667,541	6,779,723	\$820,147
OPERATING TRANSFERS-OUT	40,000	370,000	877,132	1,127,132	1,901,527	25% Policy Minimum
Year end carryover balance	\$ 1,181,753	\$ 2,194,185	\$ 2,334,584	\$ 3,401,167	\$ 2,990,460	\$2,170,313
STREET FUND						34.4%
BEGINNING FUND BALANCE	\$ 17,469	\$ 16,031	\$ 13,778	\$ 13,778	\$ 74,963	<i>Note: GF balances do not include Development Services' customer deposits or SAO 2019 directive "fiduciary" amounts</i>
REVENUES	88,024	65,875	139,092	129,371	118,801	
OPERATING TRANSFERS-IN	387,000	370,000	377,132	377,132	401,527	
EXPENDITURES	476,461	438,128	515,112	445,318	520,328	
OPERATING TRANSFERS-OUT	-	-	-	-	-	
Year end carryover balance	\$ 16,031	\$ 13,778	\$ 14,890	\$ 74,963	\$ 74,963	
DEV. SERVICES FUND						
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	-	
REVENUES	-	-	-	-	1,356,895	
OPERATING TRANSFERS-IN	-	-	-	-	1,000,000	
EXPENDITURES	-	-	-	-	1,179,726	
OPERATING TRANSFERS-OUT	-	-	-	-	-	
Year end carryover balance	\$ -	\$ -	\$ -	\$ -	\$ 1,177,169	
TREE FUND						
BEGINNING FUND BALANCE	\$ 139,689	\$ 113,572	\$ 110,072	\$ 110,072	\$ 91,096	
REVENUES	3,950	-	3,075	-	3,075	
OPERATING TRANSFERS-IN	-	-	-	-	-	
EXPENDITURES	30,067	3,500	38,000	18,976	40,000	
OPERATING TRANSFERS-OUT	-	-	-	-	-	
Year end carryover balance	\$ 113,572	\$ 110,072	\$ 75,147	\$ 91,096	\$ 54,171	
LEVY STABILIZATION FUND						
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 500,000	
OPERATING TRANSFERS-IN	-	-	500,000	500,000	500,000	
OPERATING TRANSFERS-OUT	-	-	-	-	-	
Year end carryover balance	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 1,000,000	Must have min. of \$2M by 12/31/2025
CAPITAL PROJECTS FUND						
BEGINNING FUND BALANCE	\$ 1,930,333	\$ 2,049,772	\$ 3,281,736	\$ 3,281,736	\$ 5,701,992	
REVENUES	1,420,455	1,841,084	1,113,016	3,150,363	2,086,618	
OPERATING TRANSFERS-IN	-	-	-	-	-	
EXPENDITURES	954,015	609,120	840,000	730,107	1,510,000	<i>Note: CPF balances do not include contractor retainage activity amounts</i>
OPERATING TRANSFERS-OUT	347,000	-	-	-	-	
Year end carryover balance	\$ 2,049,772	\$ 3,281,736	\$ 3,554,752	\$ 5,701,992	\$ 6,278,610	
CONTINGENCY FUND						
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 250,000	
REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	
OPERATING TRANSFERS-IN	\$ -	\$ -	\$ -	\$ 250,000	\$ -	
OPERATING TRANSFERS-OUT	-	-	-	-	-	
Year end carryover balance	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	
TOTAL ALL FUNDS BUDGET						
BEGINNING FUND BALANCE	\$ 2,925,313	\$ 3,361,128	\$ 5,599,771	\$ 5,599,771	\$ 10,019,218	
REVENUES	8,328,957	9,890,679	9,164,947	12,281,389	11,835,932	
OPERATING TRANSFERS-IN	387,000	370,000	877,132	1,127,132	1,901,527	
EXPENDITURES	7,893,142	7,652,036	8,285,345	7,861,942	10,029,777	
OPERATING TRANSFERS-OUT	387,000	370,000	877,132	1,127,132	1,901,527	
Year end carryover balance	\$ 3,361,128	\$ 5,599,771	\$ 6,479,373	\$ 10,019,218	\$ 11,825,373	



CITY OF MEDINA

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

Date: November 8, 2021
To: Honorable Mayor and City Council
Via: Michael Sauerwein, City Manager
From: Aimee Kellerman, City Clerk
Subject: Central Services Department Monthly Report

NOVEMBER AND DECEMBER PUBLIC MEETINGS AND EVENTS

Event	Date	Time	Location
Veterans Day – <i>City Hall Closed</i>	Nov 11		
Park Board Meeting	Nov 15	5:00 pm	Teleconference/Online
Planning Commission Meeting	Nov 16	4:00 pm	Teleconference/Online
City Council Meeting - <i>Cancelled</i>	Nov 22	4:00 pm	Teleconference/Online
Planning Commission Meeting - <i>Cancelled</i>	Nov 23	4:00 pm	Teleconference/Online
Thanksgiving Holiday – <i>City Hall Closed</i>	Nov 25		
Day After Thanksgiving Holiday – <i>City Hall Closed</i>	Nov 26		
Outgoing Council Members Celebration	Dec 9	5:00 pm – 8:00 pm	Overlake Golf and Country Club
City Council Meeting	Dec 13	4:00 pm	Teleconference/Online
Planning Commission Meeting	Dec 14	4:00 pm	Teleconference/Online
Day Before Christmas Holiday – <i>City Hall Closed</i>	Dec 24		
City Council Meeting - <i>Cancelled</i>	Dec 27		
Day Before New Year's Holiday – <i>City Hall Closed</i>	Dec 31		

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 October, the City issued 31 bulletins amounting to a total of 95,505 bulletins delivered to subscribers; approximately 10.8% were opened. See **Attachment 1**.

As of October 31, the City had 11,797 subscribers (change in total subscribers **+454**), with a combined total of 121,014 subscriptions (change in total subscriptions **+5,970**).

RECORDS REQUESTS

As of October 31, 9 public records requests have been received by Central Services. See **Attachment 2**.

ATTACHMENT 1

	Bulletins Developed	Total Recipients	Total Delivered	Unique Email Opens	Unique Email Open	Wireless Recipients
Comparisons:						
October, 2021	37	124,366	118,068	9,230	8.60%	21,579
September, 2021	25	86,280	80,364	6,546	10.10%	18,846
August, 2021	21	98,271	92,022	9,193	12.40%	21,013
July, 2021	17	46,230	43,222	4,020	10.80%	7,435
June, 2021	23	80,050	75,120	6,629	10.40%	13,924
May, 2021	31	120,746	113,370	10,176	10.70%	21,364
April, 2021	35	115,716	109,081	9,571	10.10%	17,510
March, 2021	37	101,291	95,540	8,119	9.50%	12,522
February, 2021	26	71,737	67,738	6,927	11.50%	9,355
January, 2021	20	68,455	64,548	6,858	11.90%	8,944
December, 2020	27	115,648	109,761	9,151	9.30%	14,662
November, 2020	24	84,718	80,375	7,115	9.80%	9,772
October, 2020	37	124,366	118,068	9,230	8.60%	14,379
September, 2020	36	119,438	113,278	10,761	10.50%	13,606
Date Sent	Top 10 Most Read Bulletins During October				Emails Opened	Email Open Rate
10/01/2021 12:55 PM PDT	84th Ave NE Pavement Overlay Project				669	10%
10/01/2021 01:11 PM PDT	Notice of Virtual Public Hearing - 2022 Preliminary Annual Budget - October 11, 2021				704	10%
10/05/2021 09:44 AM PDT	Shred Away on Shredder Day! Saturday, Oct 9 2021				1,142	12%
10/06/2021 09:00 AM PDT	Emergency Preparedness Committee - Wednesday October 13 at 4:00 pm				961	11%
10/07/2021 10:59 AM PDT	Emergency Preparedness Committee Meeting (Virtual) Agenda Wednesday, October 13 at 4:00 pm				515	16%
10/07/2021 03:21 PM PDT	Community Alert - Slow Down and Pay Attention				626	21%
10/08/2021 09:05 AM PDT	Community Bulletin -Ready, Set, Shred tomorrow Save the Date! Reception Honoring Outgoing Council				1,063	13%
10/15/2021 11:20 AM PDT	Members - December 9, 2021 Community Bulletin -Medina Police Department				889	11%
10/17/2021 12:45 AM PDT	Involved Shooting				1,504	27%
10/19/2021 03:45 PM PDT	E-lert - Over and Out! The Great Washington Shakeout on Thursday, 10/21/2021				905	24%

**ATTACHMENT 2**

501 EVERGREEN POINT ROAD • P.O. BOX 144 • MEDINA, WA 98039-0144
TELEPHONE (425) 233-6400 • FAX (425) 451-8197 • www.medina-wa.gov

DATE: November 8, 2021

TO: Mayor and City Council

From: Aimee Kellerman, City Clerk

Subject: October 2021, Public Records Request Tracking

In October 2021, Central Services staff received **9** new public records requests, **1** ongoing public records request. These requests required approximately **3.5 hours** of Central Services staff time and **0 hours** of consulting time with the City Attorney. The overall October cost, which includes staff hourly rate plus benefits and City Attorney fees is approximately **\$195**.

In addition, the police department receives public records requests specific to police business that require records research and information distribution. In October 2021, the Police Department received **13** new records requests. These requests required approximately **12 hours** of staff time and **0 hours** of consulting time with the City Attorney. The overall October cost, which includes staff hourly rate plus benefits is approximately **\$735**. The requests are from outside law enforcement agencies, insurance carriers, the public and persons involved in the incidents.

October 2021 Monthly PRR Report

Run Date: 11/02/2021 9:41 AM

ATTACHMENT 2

October 2021 Monthly PRR Report

Run Date: 11/02/2021 9:41 AM

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	10/7/2021	P002238-100721	Public Records Request	10/18/2021	Public Records Request	Alex Capron	Building	Building permit for joint use pier at 1403 Evergreen Pt. Road between 1977 and 1983	Dawn Nations
Central Services	10/7/2021	P002239-100721	Public Records Request	10/19/2021	Public Records Request	GENG TAN	Building	Looking for all building permit documents for address: 2627 78th Ave NE, Medina, WA 98039	Dawn Nations
Central Services	10/11/2021	P002241-101121	Public Records Request	10/20/2021	Public Records Request	Matt Mamiya	Development Services	Hello, looking for landscape/hardscape plans submitted in around 2010 for 2206 Evergreen Point Road. I've got the original permit drawings for the building, but looks like sheets L1, L2, and L3 are submitted under separate application. Looking for anything to do with site work at this location around 2010. Thanks! Matt	Dawn Nations
Central Services	10/13/2021	P002242-101321	Public Records Request	10/22/2021	Public Records Request	Braden Mineer	Building	Requesting a report of all issued and pending building permits for residential & commercial properties from 9/1/2021 to 9/30/2021. 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	10/14/2021	P002245-101421	Public Records Request	10/25/2021	Public Records Request	Alice Ryder	Building	8425 Ridge Road. Review the plans.	Dawn Nations
Central Services	10/21/2021	P002247-102121	Public Records Request	11/1/2021	Public Records Request	Ursula Burnham	Public Works	Storm Map	Aimee Kellerman
Central Services	10/21/2021	P002248-102121	Public Records Request	11/1/2021	Public Records Request	Ursula Burnham	Public Works	Storm Map for are vicinity of 8703 NE 21st St. Medina, WA 98004	Dawn Nations
Central Services	10/28/2021	P002254-102821	Public Records Request	11/23/2021	Public Records Request	Permit Coordinator Mark Kushino	Development Services	Shoreline and/or building-related permits for any shoreline stabilization projects (Bulkhead permits, maintenance of bulkhead, etc). Please see attachment for parcel details.	Dawn Nations
Central Services	10/28/2021	P002256-102821	Public Records Request	11/9/2021	Public Records Request	Susan Sullivan	Building	I would like to see the documents in the public record for Richard Flemings' application for riparian rights for his property at 446 Overlake Drive E. (King County Parcel Parcel 3835502357). He owned this property from about August 1995 to June 2011. Thank you!	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: October 11, 2021
To: Honorable Mayor and City Council
Via: Michael Sauerwein, City Manager
From: Ryan Osada, Public Works Director
Subject: Public Works Monthly Report

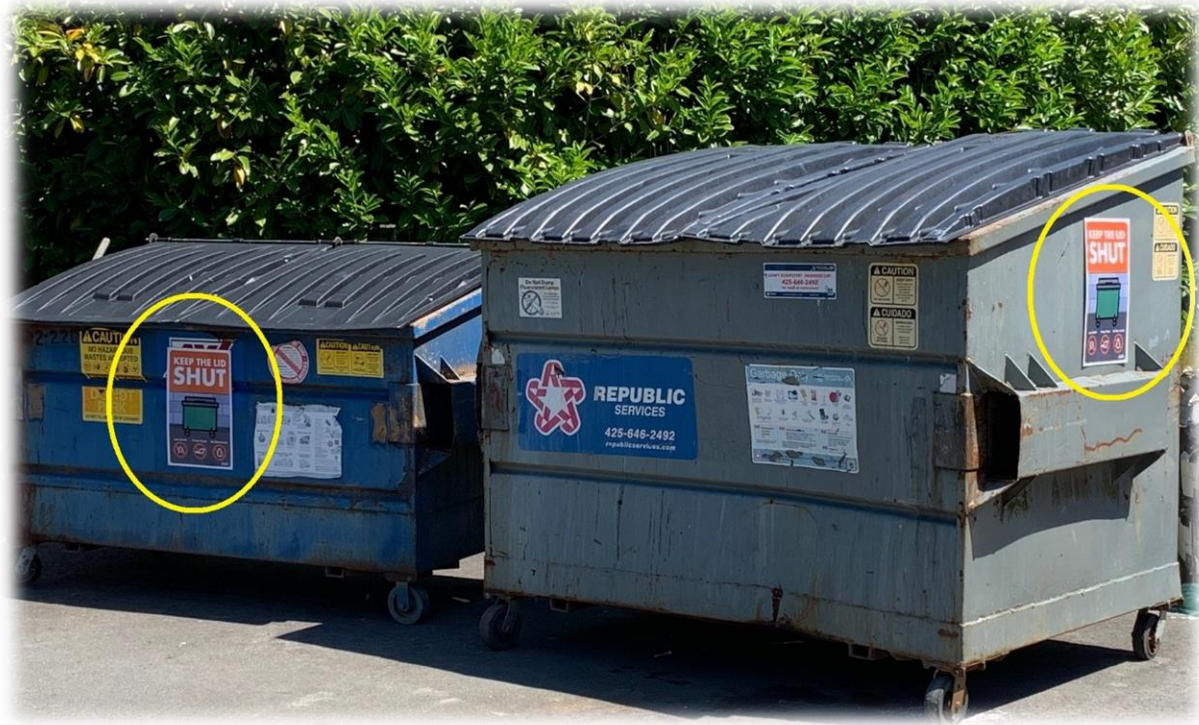
1. TIB_84TH AVE NE OVERLAY – Last month, Lakeside Industries completed the grind and overlay along 84th Ave NE between NE 12th Street and Overlake Drive. The contractor closed the section of roadway which allowed them to complete the main scope in a few days. Restoration along the shoulder was also done last month with the striping to be completed as soon as weather allows. TIB's total contribution for the project is \$443,900.00



2. CROSSWALK SIGNAL REPLACEMENT – At the beginning of summer, the city received several notices that the crosswalk signal at Lake Washington Blvd and 88th Ave NE was not functioning properly. After researching repair options, it was found that the current system is outdated and replacement parts were no longer available. The new crosswalk signal system took nearly four months to receive due to current supply chain issues. Last month, the contractor was finally able to install a new, functioning, crosswalk signal.



3. DUMPSTER LID CAMPAIGN_NPDES – The Dumpster Lid Outreach Program began sometime in January of 2021. This program collaborated with several nearby cities to comply with the education outreach/behavioral change piece of the NPDES permit requirements. It started with an evaluation of the target groups and progressed into educating the selected businesses. A follow-up to the program was to perform scheduled monitoring of the business dumpsters and evaluate the effectiveness of the program. The final part of the program is to analyze and summarize the data and then upload the information via survey link.



4. MAINTENANCE UPDATES – Last month’s record-breaking wind and rain have kept the public works crew busy with storm cleanup. A lot of debris that has been falling on the streets can enter the city’s stormwater system. The public works crew constantly monitors catch basins and roadway areas where debris typically builds up and causes localized flooding. Street sweeping and vactoring operations is crucial this time of year to keep the system functioning as intended.





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 currently in the permit process to dredge their north ponds. Depending on the outcome, the city could use the same method.

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

TIB 84th Ave NE Overlay – NE 12th St to Overlake Drive – completed

2021 Overlay Program 77th Ave NE / NE 22nd St – completed

Medina Park Playground Improvements – The playground equipment is still scheduled to arrive in November. This project has been rescheduled for Spring of 2022.

Post Office Floor Replacement – scheduled for Fall

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.

2021 Hazardous Tree Removal – in review

NE 12th Street Sidewalk Improvements – 2nd draft construction drawings due in Nov.

Fairweather Tennis Court Resurfacing – completed

77th Ave NE Stormwater Repair Phase 1 – The city received five qualified proposals. This project is on consent and expected to start the 2nd week in November.