



MEDINA, WASHINGTON

PLANNING COMMISSION SPECIAL MEETING

Virtual/Online

Tuesday, December 14, 2021 – 4:00 PM

AGENDA

COMMISSION CHAIR | Laurel Preston

COMMISSION VICE-CHAIR | Shawn Schubring

COMMISSIONERS | Laura Bustamante, David Langworthy, Mark Nelson, Mike Raskin, Randy Reeves

PLANNING MANAGER | Stephanie Keyser

Virtual Meeting Participation

With the passage of the City's Proclamation of Local Emergency, City Hall is closed to the public. Planning Commission 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 Planning Commission meeting will need to register their request with the Development Services Coordinator at 425.233.6414 or email rbennett@medina-wa.gov and leave a message before 12PM on the day of the December 14 Planning Commission meeting. Please reference Public Comments for December 14 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.

Join Zoom Meeting

<https://us06web.zoom.us/j/87638220389?pwd=dXlKeDgrSVBubjRBV25zUXJ1VWJ1dz09>

Meeting ID: 876 3822 0389

Passcode: 231802

One tap mobile

+12532158782,,87638220389#,,, *231802# US (Tacoma)

1. **CALL TO ORDER / ROLL CALL**

2. **APPROVAL OF MEETING AGENDA**

3. **APPROVAL OF MINUTES**

3.1 Planning Commission Minutes of November 16, 2021

Recommendation: Approve Minutes

Staff Contact: Rebecca Bennett, Development Services Coordinator

4. **ANNOUNCEMENTS**

4.1 Staff/Commissioners

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 December 14 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.

6. **PUBLIC HEARING**

[6.1](#) Permanent Supportive and Transitional Housing
Recommendation: Approve
Staff Contact(s): Stephanie Keyser, Planning Manager
Time Estimate: 30 minutes

7. **DISCUSSION**

None.

8. **ADJOURNMENT**

ADDITIONAL INFORMATION

Planning Commission meetings are held on the 4th Tuesday of the month at 6 PM, unless otherwise specified.

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

Tuesday, January 25, 2022 – Special Meeting at 4:00 PM
Tuesday, February 22, 2022 – Special Meeting at 4:00 PM
Tuesday, March 22, 2022 – Special Meeting at 4:00 PM
Tuesday, April 26, 2022 - Special Meeting at 4:00 PM
Tuesday, May 24, 2022 - Special Meeting at 4:00 PM
Tuesday, June 28, 2022 - Special Meeting at 4:00 PM
Tuesday, July 26, 2022 - Special Meeting at 4:00 PM
Tuesday, August 23, 2022 – No PC Meeting
Tuesday, September 27, 2022 - Special Meeting at 4:00 PM
Tuesday, October 25, 2022 - Special Meeting at 4:00 PM
Tuesday, November 22, 2022 - Regular Meeting Cancelled
November 2022 - ***Meeting Date TBD***
Tuesday, December 27, 2022 - Regular Meeting Cancelled
December 2022 - ***Meeting Date TBD***



MEDINA, WASHINGTON

PLANNING COMMISSION SPECIAL MEETING

Virtual/Online

Tuesday, November 16, 2021 – 4:00 PM

MINUTES

COMMISSION CHAIR | Laurel Preston

COMMISSION VICE-CHAIR | Shawn Schubring

COMMISSIONERS | Laura Bustamante, David Langworthy, Mark Nelson, Mike Raskin, Randy Reeves

PLANNING MANAGER | Stephanie Keyser

1. CALL TO ORDER / ROLL CALL

Chair Laurel Preston called the meeting to order at 4:06pm

PRESENT

Chair Laurel Preston

Vice Chair Shawn Schubring

Commissioner Laura Bustamante

Commissioner David Langworthy

Commissioner Mark Nelson

Commissioner Mike Raskin arrived at 4:29pm

Commissioner Randy Reeves

STAFF

Bennett, Keyser, Miner, Wilcox,

2. APPROVAL OF MEETING AGENDA

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

3. APPROVAL OF MINUTES

3.1 Planning Commission Minutes of October 19, 2021

Recommendation: Approve Minutes

Staff Contact: Stephanie Keyser, AICP, Planning Manager

Action: Motion to approve amended minutes. (Approved 7-0)

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

4. ANNOUNCEMENTS

4.1 Staff/Commissioners

Chair Preston thanked commissioners

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 November 16 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 the audience participation.

6. DISCUSSION

6.1 Permanent Supportive and Transitional Housing

Recommendation: N/A

Staff Contact(s): Stephanie Keyser, Planning Manager

Time Estimate: 30 minutes

Keyser discussed the new state law on transitional housing. Discussion continued between members.

Action: Motion to defer discussion to December's meeting.

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

6.2 Tree Code Enforcement – Supplemental Trees

Recommendation: N/A

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

Time Estimate: 30 minutes

Keyser discussed tree code enforcement.

Discussion between members on tree code enforcement. No action taken.

7. ADJOURNMENT

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

ADDITIONAL INFORMATION

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UPCOMING MEETINGS

Tuesday, December 14, 2021 – Special Meeting at 4:00 PM



MEDINA, WASHINGTON

AGENDA BILL

Tuesday, December 14, 2021

Subject: Permanent Supportive and Transitional Housing

Category: Public Hearing

Staff Contact(s): Stephanie Keyser, Planning Manager

Summary Earlier this year, E2SHB 1220 went into effect, which eliminated certain zoning barriers related to the provision of emergency housing and requires cities to plan for affordable housing in the next Comprehensive Plan update. Cities may not prohibit transitional housing or permanent supportive housing in any zoning district that allows residential dwellings or hotels. While Medina does not allow hotels, residential dwellings are permitted by right in every zoning district. The City cannot prevent a transitional or permanent supportive housing unit from coming into Medina, however we can require things like spacing between facilities and a good neighbor agreement.

Please note that in the attached draft, *permeable interlocking concrete pavers* and *permeable pavement* are underlined in red to move them into alphabetical order; no changes to those definitions are proposed.

Attachment(s) Permanent Supportive and Transitional Housing Memo

- A. Good Neighbor Agreement Example 1
- B. Good Neighbor Agreement Example 2
- C. Draft Code

Budget/Fiscal Impact: N/A

Recommendation: Approve

Proposed Commission Motion: Move to recommend approval of the draft code as presented

Time Estimate: 30 minutes



CITY OF MEDINA

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

MEMORANDUM

DATE: December 14, 2021
TO: Medina Planning Commission
FROM: Stephanie Keyser, AICP, Planning Manager
RE: Permanent Supportive and Transitional Housing

Earlier this year, E2SHB 1220 went into effect, which eliminated certain zoning barriers related to the provision of emergency housing and requires cities to plan for affordable housing in the next Comprehensive Plan update. Cities may not prohibit transitional housing or permanent supportive housing in any zoning district that allows residential dwellings or hotels. While Medina does not allow hotels, residential dwellings are permitted by right in every zoning district. The City cannot prevent a transitional or permanent supportive housing unit from coming into Medina, however we can require things like spacing between facilities and a good neighbor agreement.

At the last meeting, it was asked if Medina's code could limit the type of resident that these facilities housed. Staff reached out to our regional support person at the Department of Commerce, Kirsten Larsen, who explained that the bill itself is meant to be a low barrier for these emergency and temporary housing facilities and limiting the type of resident would be in conflict. On her recommendation, staff has not included any language to try and preempt the persons who would utilize these facilities.

It was requested that staff bring examples of what a Good Neighbor agreement looks like; you will find two examples before the draft code. Please note that the definitions in the draft code for *permeable interlocking concrete pavers* and *permeable pavement* are underlined in red to move them into alphabetical order; no changes to those definitions are proposed.

COMMUNITY GOOD NEIGHBOR AGREEMENT
CHRISTOPHER LANG, SUSAN McGRATH, AND TIMOTY McGRATH (AS MEBERS),
AND C.A.T. VENTURES, LLC, D/B/A/ TOST

THIS COMMUNITY GOOD NEIGHBORHOOD AGREEMENT (“Agreement”) is entered into between C.A.T. Ventures, LLC, D/B/A/ TOST (hereinafter TOST), located at 513 N 36 St., Space #E, in Seattle and the City of Seattle, a municipal corporation (“The City”), for the purpose of fostering improved public safety and to augment efforts by the City and the community to reduce crime, nuisance activity, and disruptive activity in and around TOST.

BACKGROUND FOR AGREEMENT

1. TOST seeks to assume the existing business and liquor license at the above-listed location. The establishment currently holds a Spirits, Beer, Wine, Restaurant/Lounge liquor license issued by the Washington State Liquor Control Board (WSLCB).
2. Local business owners and community residents have complained to the City of Seattle and the Seattle Police Department (“SPD”) regarding noise, crowd disturbances, alcohol and drug problems, vandalism, littering, fighting, and other disturbances in the immediate vicinity of TOST.
3. Police resources for the Fremont area are very limited. Calls for police service responding to liquor establishments in Fremont account for a substantial percentage of the police response for the Fremont area.
4. Pursuant to RCW 66.24.420 (5), the City of Seattle and the Fremont neighborhood Council have each informed the WSLCB that the Fremont neighborhood is already adequately served with existing Spirits/Beer/Wine Restaurant-Lounge liquor licenses and that additional lounge Spirit-lounge licenses should not be issued unless the negative community impacts can be mitigated through implementation of the terms and conditions of a “Good Neighbor Agreement”.
5. The City of Seattle has the ability, authority and opportunity to file an objection to the assumption of the liquor license for the current location of TOST, to the licensee, or both.
6. TOST is aware of community concerns regarding alcohol service at the premises and the community’s concerns regarding the prospective licensee’s ability to adequately resolve those issues.
7. If granted a continuing liquor license, TOST agrees to be a good neighbor by operating TOST in a manner that will help improve public safety, security and quiet enjoyment in the surrounding community. To further this goal, TOST agrees to use good faith efforts to follow the business practices and procedures set forth below.

TERMS OF AGREEMENT

1. TOST will implement security measures for its business and premises as follows:
 - a. TOST shall employ adequately trained security personnel in sufficient numbers to patrol and maintain order among patrons. The number of such security personnel shall be determined by the anticipated size of the crowd and the prior experience with similar events.
 - b. After 9:00 p.m., TOST shall have one or more security personnel stationed at all entrances.
 - c. No one other than TOST security personnel shall check for proper identification. Persons checking identification shall be properly trained in recognizing legal forms of identification as well as detecting false identification.
 - d. TOST shall maintain sufficient security to adequately patrol any leased or allotted parking areas.
 - e. All security personnel will wear clothing that conspicuously identifies them as security personnel, such as clothing displaying the words "SECURITY", "STAFF" or other similar designation in large contrasting letters.
 - f. Each security guard should carry a high-beam flashlight.
 - g. Security personnel shall not fraternize with patrons except as necessary to maintain crowd control and perform security duties.
 - h. Security will remain at the premises until at least one half hour after closing.
 - i. After closing, security will monitor the exterior of the premises for criminal violations and unruly behavior. Noisy and unruly patrons will be reminded to be respectful of neighbors. Criminal activity shall be immediately reported to 911. Security shall make themselves available to officers and shall be made available to testify in criminal cases if necessary.
 - j. Upon request by a party, the parties will agree to meet to discuss implementing additional security considerations.
2. TOST shall at all times comply with occupancy limits in all areas of its facility. Security or another designated person shall maintain an accurate count of all patrons in the establishment by use of a "clicker" or other similar means at all times. If other counting methods are required by other City departments, those accounting methods will be followed and upon request, an accurate count shall be immediately provided to SPD, Seattle Fire Department, or any liquor agent.

3. TOST shall post signs and may verbally advise patrons to leave the premises and parking areas in a quiet and peaceful manner.
4. TOST will refuse to admit anyone appearing to be under the influence of alcohol or drugs and will not serve alcohol to anyone appearing to be under the influence of alcohol or any drug.
5. TOST will sign a Trespass Enforcement Authorization contract with the SPD and if requested, and if prevalent among other establishments, will sign a joint trespass contract with other clubs or businesses. No person having previously received a trespass admonishment will be allowed back onto the premises. A list of admonished persons will be maintained and utilized by security personnel. TOST employees will be trained to use the list to exclude from the premises, persons who have been previously admonished.
6. TOST will trespass anyone found to be in possession of drugs, any person entering or attempting to enter the premises with any weapon, and any person presenting or facilitating the presentation of false identification. Proper identification shall be requested in the normal course of business. All false identifications shall be confiscated and turned over to the Liquor Control Board.
7. TOST will trespass from the premises any person who refuses to cooperate with security or any person who causes a disturbance.
8. TOST will provide regular and routine maintenance to the exterior of the premises including window cleaning, keeping shrubbery manicured and keeping the building painted. TOST will immediately remove any graffiti and repair any vandalism damage to the premises.
9. TOST will install and operate security camera(s) and video recording device(s) on the premises with the number (not to exceed four) and placement of such cameras to be negotiated between the City and TOST. Installation and operation of the security cameras must be implemented no later than 90 days after signing this agreement. The security camera recording system must be turned on and operational no later than 8:00 p.m. each evening. Security cameras may be camouflaged, hidden, or disguised as deemed appropriate by TOST. A warning sign or signs shall be placed conspicuously stating words substantially as follows: "Warning! Security cameras in use." The warning may be included as part of the Patron Code of Conduct and may be located as determined appropriate by TOST. All video recordings shall be retained for at least seven (7) days from the date recorded. Any video recording requested by SPD shall be retained until turned over to SPD or TOST is informed by SPD that the tape no longer needs to be retained. Any videotape requested by SPD shall be provided immediately. Audio recording is not required and is excluded from this agreement.
10. TOST will immediately notify SPD of any observed, known, or suspected criminal activity. TOST shall cooperate in any investigation by SPD regarding criminal activity in and around the premises.

11. If an entrance or admission fee is charged, TOST shall maintain a policy of “no re-entry” and will require any patron who leaves the establishment to wait their place in the entry line and to pay a readmission fee equal to no less than one-half the original admission fee. The re-entry fee policy will be implemented no later than September 1, 2005, thus providing adequate notice for patrons of the change in policy.
12. No bonus or salary increase shall be paid to anyone based upon the sale of alcohol.
13. No “Shots” of alcohol or “doubles” will be served after 12:30 a.m. No sales of “roving” shots of liquor will be permitted at any time. Persons placing liquor orders at the bar, unless otherwise consumed at the bar, will be limited to no more than two drinks per person or a single pitcher of beer per service order.
14. Food service shall be available during all hours of alcohol service. Menus, food or appetizer lists shall be adequately distributed or conspicuously posted.
15. TOST shall require that all sound amplification equipment be operated in a manner so that TOST is not in violation of the City’s noise control ordinance or State statute. TOST shall maintain ultimate control over all sound amplification used on its premises. TOST agrees to consult an acoustical consultant to inspect its premises and facilities and to consider the good faith implementation of sound mitigation measures recommended by such consultant, which are not prohibitively expensive.
16. No live amplified music may be played on the exterior of the premises except during the following special events: Fremont Solstice Festival, Fourth of July, Oktoberfest, and any other events that are sponsored or observed by the Fremont community.
17. TOST shall require all employees, and all persons and promoters who hold events at TOST to adhere to this agreement.
18. In order to lessen crowd disturbances caused by preferential treatment, TOST shall not allow or permit “preferred customers” or “VIP Guests” special entry into the general area of the premises for any event or promotion. All customers shall be admitted according to their place in line. Provided however, that guests invited to a separate rented portion of the premises may be admitted to that portion of the premises.
19. TOST will post a code of conduct clearly visible to patrons. Such posting shall clearly state the expectations of persons patronizing the establishment. The posting must include a statement that no criminal or disorderly conduct will be tolerated and that police will be notified in all instances of illegal activity. The posting will also state that persons engaging in disorderly conduct will be trespassing from the premises.
20. Phone numbers of taxi services shall be made readily available through table cards, signs and from employees. All employees will offer to call for taxi service for those persons who may be under the influence.

21. If requested, TOST will join other neighborhood establishments for the purpose of establishing a business association. If neighborhood security is proposed within that organization, TOST agrees to participate.
22. TOST shall use its best efforts to monitor the neighborhood immediately surrounding the premises to remove all trash and garbage on a regular basis.
23. TOST shall require all employees who serve alcohol and all security personnel to attend training by the WSLCB regarding appropriate service of alcohol and recognition of signs of intoxication. TOST agrees to meet routinely with its employees to discuss appropriate alcohol service.
24. TOST acknowledges that compliance with the terms of this Community Good Neighbor Agreement does not by itself, constitute fulfillment of TOST's responsibility to be a good neighbor and its duty to comply with all state and local laws.
25. TOST agrees to work together with the community on crime prevention and reduction efforts. TOST owners and/or management shall be available to meet with representatives of the City of Seattle and community members as may be necessary and upon request, to discuss concerns of the neighborhood and the City regarding security, crowd control, criminal activity, and other issues which may impact the public safety and welfare of the community. Neighborhood groups and representatives may make requests for meetings directly to TOST, or members of the neighborhood may request the City of Seattle to address neighborhood concerns with TOST. The City of Seattle's role in assisting the neighborhood in addressing public safety issues is not limited to requests from members of the neighborhood; the City of Seattle may, at its own initiative, address concerns to TOST. A representative of TOST will make reasonable efforts to attend regularly scheduled meetings of the Fremont Community Council.
26. TOST shall provide and distribute contact numbers to the community to allow community members to reach TOST's personnel at any hour to discuss issues of immediate concern.
27. TOST acknowledges that the City and community's recommendation regarding future renewals of its liquor license is contingent upon but not guaranteed upon full compliance with the terms of this agreement. TOST further acknowledges that the City or community may request the WSLCB consider compliance or non-compliance with this agreement in making any decision on renewal of TOST's liquor license, and that the City or community may address issues of public safety concerns to the WSLCB regarding TOST's liquor license regardless of whether such concerns are or are not addressed by this agreement.
28. In the event TOST transfers ownership of the business or otherwise assigns its liquor license; the terms of this agreement shall be incorporated into any such transfer or assignment agreement. TOST shall notify the City upon such transfer.

29. TOST acknowledges that this is an enforceable agreement and constitutes a condition of its obtaining and keeping the license, and that if any of the foregoing conditions are alleged to have been violated, upon notice from the City, TOST agrees to immediately cease the sale of alcohol. TOST may resume the sale of alcohol only after having submitted an action plan to the City, designed to ensure the violation does not reoccur. Upon acceptance and agreement that the action plan will adequately address the violation, the City will then provide written notice of such, at which time alcohol service may resume under the terms of this agreement. This agreement may be enforced by injunction, damages, or other equitable relief.
30. This agreement is not intended to disadvantage TOST in relation to other similar establishments in the Fremont neighborhood. If TOST has reason to believe that one or more provision in this agreement is resulting in a continuing economic disadvantage in comparison to other nearby similar establishments, the parties agree to meet and discuss the issues and methods to counter such disadvantage which may include modification of the provisions herein. The parties agree that this agreement may be altered, modified, or amended anytime after written agreement, or annually after meeting and negotiation between the parties.
31. Miscellaneous.
- i. The term “trespass” as used herein means to remove from the premises and prohibit from returning.
 - ii. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.
 - iii. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement. In entering into this Agreement, the parties are not relying on any promises or representations of any sort except those set forth in writing herein.
 - iv. The parties may execute this Agreement in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. A fax or copy shall be considered to have the same effect as an original.
 - v. The laws of the state of Washington shall govern this Agreement.
 - vi. Time is of the essence to this Agreement.

- vii. Each person signing this agreement on behalf of TOST acknowledges that they have the authority and capacity to enter into this agreement for, and on behalf of, TOST.
 - viii. TOST and the City each acknowledges that it has had the opportunity to seek legal counsel regarding the terms of this agreement and enters into this agreement voluntarily.
 - ix. TOST agrees that any action contrary to the terms of this agreement or inaction on the part of TOST to comply with the terms of this agreement will be deemed a material breach of this agreement.
32. Based upon the promises of TOST as set forth in this agreement, the City of Seattle will not object to the assumption of the liquor license to C.A.T. Ventures, LLC, for the location at 513 N 36 St., Space #E.

Dated this _____ day of _____, 2005.

By: _____
Christopher Lang, Managing Member C.A.T. Ventures, LLC.

By: _____
Susan McGrath, Member C.A.T. Ventures, LLC.

By: _____
Timothy McGrath, Member C.A.T. Ventures, LLC.

By: _____
Captain Dan Oliver
North Precinct Commander
Seattle Police Department

By: _____
Captain Michael Fann, Vice Unit
Seattle Police Department

Good Neighbor Agreement for Congregations for the Homeless



A product of the Good Neighbor Agreement Advisory Committee

September 3, 2021

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Section 1. GNAAC Overview

In January 2021, Congregations for the Homeless applied for a conditional use permit to build a 100-bed, permanent men's shelter in Eastgate, along with a 125-person day center, and offices for CFH administration on .736 acres. The parcel is part of a larger 10-acre parcel acquired from King County at 13620 SE Eastgate Way. The intent of this shelter and day center is to provide a safe and welcoming environment 24-hours a day for men experiencing homelessness.

Per the city's Land Use Code (LUC), a Good Neighbor Agreement Advisory Committee (GNAAC) was formed to foster communication between the community and CFH, with the goal of forming a good neighbor agreement as its end-product. CFH anticipates that construction will begin in November 2021 with completion estimated in 2022.

The GNAAC met five times between May and September 2021. Each meeting addressed a specific purpose: to build community agreements; review the design; and review the operations of the shelter. During meetings #2-4, the members generated questions to be addressed by the Technical Team, and recommendations to be considered for this agreement. The recommendations can be found in Section #4.

GNAAC meetings were facilitated by Patricia Hughes of Trillium Leadership Consulting in Seattle, who also assembled this report. Because the LUC requires the GNAAC to be formed, the following is an overview of each member by category:

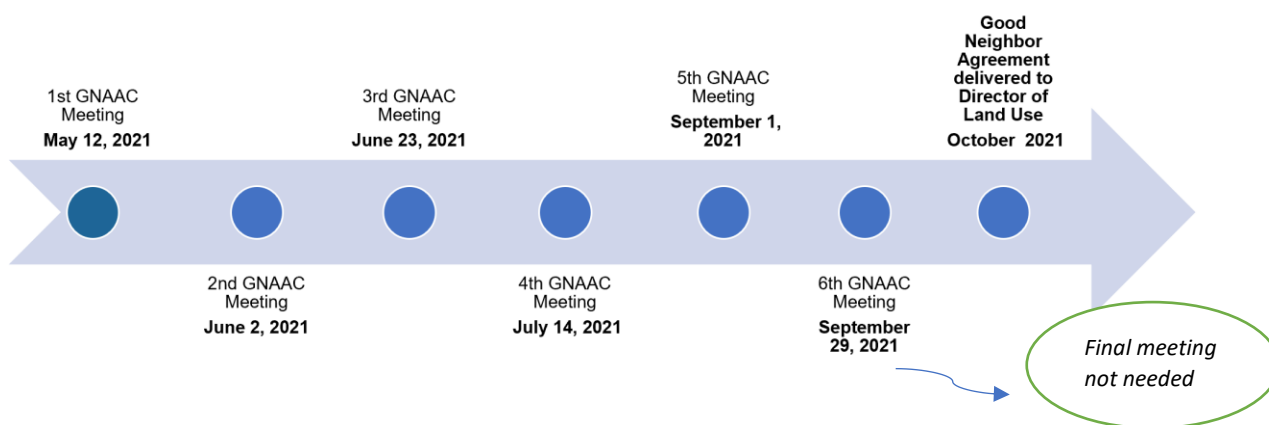
GNAAC Member Composition List

MEMBER NAME and AFFILIATION	CONTACT WITH CFH PREVIOUSLY?	MEETS ONE MILE RADIUS Y/N
Resident Members		
1. Tzachi 'Saki' Litov	Y, Served on CFH Advisory	Y
2. Laurie Wick	Y	Y
3. Susanna Chung	Y, Served on CFH Advisory	Y
4. Julia Tai	Y, Served on CFH Advisory	Y
At Large Members (Council Appointed)		
1. Jason Courter, Honda of Bellevue	N/A	N/A
2. Pete Ryan, Bellevue Essentials Alumni 2020	N/A	N/A
Business Interests		
1. Asenath Polis, Property Manager, CBRE	Y, Served on CFH Advisory	Y
2. Linda Laws, Bright Horizons Daycare	Y	Y

3. Christopher Ross, Seattle Humane	Y, Served on CFH Advisory	Y
Individual Experienced with Homelessness		
Tom Miles, Outreach Coordinator, CFH	N/A	N/A
Human Services Community Representative		
Allen Dauterman, replaced by Troy Drawz, Imagine Housing	N/A	N/A
K-12 Representative		
Melissa Devita, Deputy Superintendent, Bellevue School District	N/A	N/A
Operator Representative		
David Bowling, CFH, Executive Director and Linda Hall, CFH Project Manager	N/A	N/A
Provider Representative		
David Bowling, CFH, Executive Director	N/A	N/A
Funder Representative		
Klaas Nijhuis, ARCH	N/A	N/A
Technical Support Team		
<ul style="list-style-type: none"> • Lieutenant Christopher Marsh, replaced by Captain Troy Donlin, BFD • Captain David Sanabria, BPD • Yi Zhao, Plymouth Housing • Toni Esparza, Bellevue Parks and Community Services • Toni Pratt, CFH Project Manager • Liz Stead, Land Use Director • Patricia Hughes, Facilitator 		

Section 2. GNAAC Project Timeline

During the formation of the GNAAC, the Core Team contemplated the number of meetings and time necessary to discuss the required topics of Context, Design and Operations per the LUC. The time spectrum noted below provides an overview of the numbers of meetings leading up to the delivery of the Good Neighbor Agreement to the Director of Land Use:



Meeting #1: Gain shared understanding of the **GNAAC process and context**, meet each other, and create group agreements for working together

Meeting #2: Gain clarity on **site design**, with a review of work to date by CFH, a review of Master Development Plan by City staff, and a review of Crime Prevention through Environmental Design (CEPTED) by BPD, and offer potential recommendations

Meeting #3: Gain clarity on the **Safety and Security**-related Operations with a review by CFH and BPD, and offer potential recommendations related to Safety and Security

Meeting #4: Gain clarity on Standard Operating Procedures and Performance Metrics for Safety and Security, and offer additional recommendations

Meeting #5: Review draft Recommendation Report, discuss changes and edits, and take consensus demonstration.

Section 3. Request and Project Description

Conditional Use

Congregations for the Homeless (CFH) seeks Conditional Use approval to construct a three-story, 100 bed permanent men's shelter along with a 125-person day center and offices for CFH administration on .736 acres. The intent of this shelter and day center is to provide a safe and welcoming environment 24-hours a day for men experiencing homelessness. Landscaping and parking stalls will be provided. CFH will be located on Lot 2 of a three lot Binding Site Plan and Master Development Plan. CFH anticipates that construction will begin in November 2021 with completion estimated in 2022.



View of Building

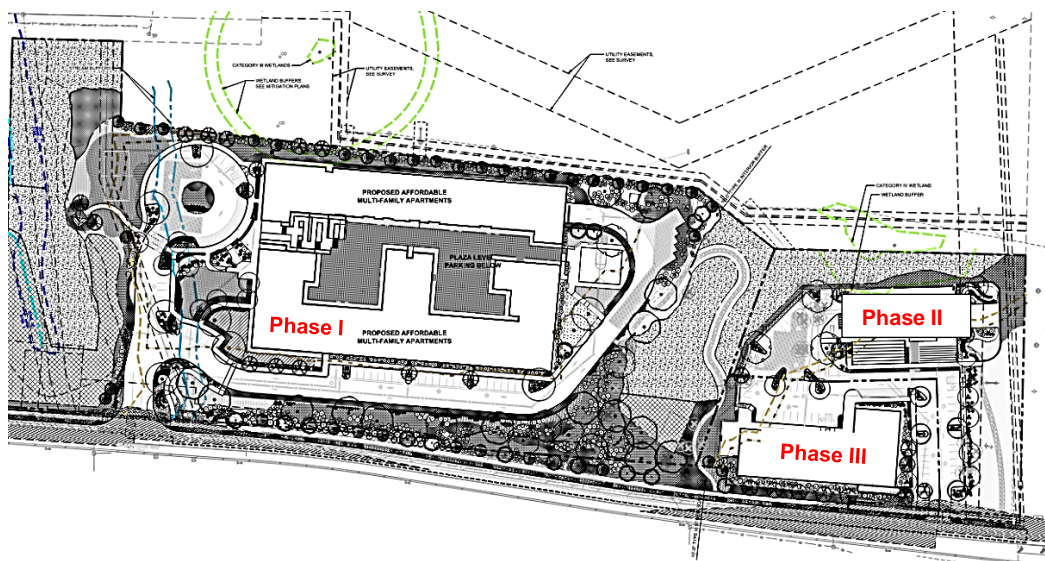
Review Processes and Schedule

Homeless Services Uses applications can be processed in one of two ways: as a Development Agreement or as a Process I Conditional Use application per LUC 20.20.455.H, wherein the Land Use Director makes a recommendation to the Hearing Examiner, and following a public hearing, the Hearing Examiner renders a decision on the submitted proposal. CFH chose the latter process by filing its Conditional Use application for review and approval.

Project Phasing

Development will occur in three phases on the proposed Eastgate Housing Campus as submitted by Polaris @ Eastgate, LLC. The site map below describes each phase.

Eastgate Housing Campus Master Development Plan



Phase I – Polaris @ Eastgate, LLC: The proposed project will include 360 units of affordable housing available to qualifying households earning 60 percent or less of average median income on 7.3 acres.

Phase II – Congregations for the Homeless/CFH Alliance, LLC: The second phase of development will occur on an .736 acre property located at the northeast corner of the campus. Congregations for the Homeless will locate a three-story 20,473 gross square foot permanent men's shelter with 100 beds along with a day center for men experiencing homelessness.

Phase III – Eastgate Housing, LLC (includes Horizon Housing Alliance and Plymouth Housing): The third phase of development will occur on 1.69 acres located at the southeast corner of the campus. Horizon Housing Alliance will construct a four-story residential unit with 95 supportive housing units for residents exiting homelessness.

Site Context and Description



Aerial of King County Solid Waste Site

The King County Solid Waste site is located within the Richards Valley Subarea. It is adjacent to the King County Transfer Station along its north property line, with office development along its west and east property boundaries. The property is bounded to the south by SE Eastgate Way where the primary vehicular site access is located at the southwest corner of the site. There is a secondary site access at the southeast portion of the campus connecting to an unpaved driveway. Historically, this site has been used for overflow parking for auto dealerships. It also was used by King County Health Department for two medical tents in the event that nearby hospitals reached their patient capacities due to COVID-19 hospitalizations. The King County Health Department has not operationalized the site to date, and they have since been removed.

King County Solid Waste completed sale of this site on August 11, 2021 to Polaris at Eastgate, LLC, Eastgate Housing, LLC, and CFH Alliance, LLC, which will now allow the City to issue ancillary permits to each owner of Lots 1 and 3.

Section 4. GNAAC Recommendations

As required by the LUC topics, the GNAAC formulated its recommendations at the conclusion of each of its meetings. To aid this process, the facilitator queried each GNAAC member to obtain their pertinent comments which were divided into three categories: 1) Recommendations for the Conditional Use application, 2) Recommendations outside the scope of the CUP which could be acted upon by others as noted in Section 5, and 3) Recommendations previously evaluated through the Master Development Plan also noted in Section 5.

The GNAAC supports the Conditional Use Permit and the development of the men's shelter, day center, and administration offices. GNAAC members shared a desire for the CFH project to "be the best in the country and a model for others." The following is the compilation of the GNAAC recommendations to the Land Use Director of Development Services for CFH's Conditional Use application. The (#) refers to the GNAAC meeting during which the recommendation was made.

Context Setting

Ways the provider can incorporate context sensitive design into the project, with a focus on unique circumstances that should be considered early in the review process. The GNAAC's discussion during Meeting #1 was robust regarding the unique elements of the surrounding community, i.e., existing open spaces and the Eastgate Park and Ride which culminated in the recommendations below:

Recommendations

Communications:

1. CFH to create a FAQ so people in the community know how to get involved and who to contact under various situations. (#3) The FAQ should be posted on the CFH and City of Bellevue websites, and to be provided in paper form, with phone numbers for:
 - * 911 for emergencies
 - * 211 for Human Service Support at King County
 - * BPD non-emergency number
 - * Congregations for Homeless
 - * City's Outreach Navigator
 - * Sophia's Way Outreach Coordinator
 - * City's Park Dept
2. Establish magnet area boundaries and add Eastgate Park and Ride as a magnet area (#3)
3. Communicate (in tandem with Plymouth Housing) with the neighbors and community effectively, providing resources and accurate information via in-person and on social media (as staffing allows.) (#3)
4. Prioritize the review and refinement regarding performance metrics and ongoing operations with CFH Advisory Committee (after end of GNAAC), posting metrics online annually (#4)

Design Recommendations

These recommendations augment the facility design by overlaying design review through Crime Prevention Through Environmental Design (CPTED) measures so architectural and landscape design may influence the natural and built environments. Since CPTED review is conducted by Bellevue Police Department (BPD), the GNAAC was introduced to the CPTED concepts of Natural Surveillance, Territorial Behaviors and Natural Access Control during Meeting #2, which led to the following recommendations:

Security and Crime Prevention Through Environmental Design (CPTED) Measures

1. Specify length of time for data storage of security cameras at 30 days (#2 and #3)
2. Review parking lot for clear visibility through the site (#2)
3. Provide Signage re: No loitering, no derelict vehicles (#2)

Operations Recommendations

These recommendations augment the provider's Standard Operating Procedures and Safety & Security Plan to address concerns of neighbors while meeting the needs of CFH's clients and partners. Meetings #3 and #4 focused on this topic and resulted in the following recommendations:

Parking and Transportation

1. Monitor parking lot for non-permitted car camping and to limit abandoned vehicles on-site. (#2)
2. Create consistency with campus-wide Transportation Management Plan (TMP) (#2)

Resident Assistance

1. Capture family contact information on intake form/process (if they are willing to provide), and to ask if they would like assistance in reuniting with family (#3)
2. Provide resources about alternate facilities and bus tickets when full. CFH promises that "we won't put someone on the street in the middle of the night") Added to Standard Operating Procedure (#4)

Safety and Security

1. Notify nearby residents, businesses, and King County Metro in the event of an emergency on site, such as a lockdown or lockout (#3)
2. Encourage men to speak up when they see something that isn't right in the magnet area – and this will be added to the Code of Conduct (#4)

Section 5. Appendix I

1. Recommendations for Action by Others

These recommendations were made by GNAAC members and are outside the scope of consideration for this Conditional Use Permit. They have been forwarded to the appropriate bodies for review and potential action.

1. Increased lighting on SE 32ND Street – Transportation Department - Lighting Analysis conducted and found to meet standards - #2
2. Continuous sidewalk to Richards Road – Transportation Department – TFP – Project 247 - #2
3. Bike lanes review for safety analyses– Transportation Department – Review and analyses during MDP – Meeting standards - #2
4. Initial contact was made with KC Metro to raise the issue of re-routing bus #240, which runs from Eastgate P&R to downtown Bellevue - #3
5. Define who neighbors are in Code of Conduct and strengthen expectations around engagement with neighbors and surrounding community by residents. - #3
6. Clarify with other service partners included in the agreement about how appointments will be managed: open door, appointment, drop-in, how to manage that. - #3
7. Recommend that mental health professionals be on site 365/24/7, share with Plymouth. (Caveat: these professionals be licensed, not case managers) - #3
8. Create code of conduct for volunteers - #3
9. Recommend CFH connect with private owners of pieces of the greenbelt and be sure they've given Trespass authority - #4
10. BPD to patrol the green belt (bike patrol) - #4
11. Transparency to share the metrics and trends from the CFH/BPD check-ins - #4
12. GNAAC recommends that the City of Bellevue fund mental health supports. - #5

2. Recommendations Previously Evaluated through the Master Development Plan

These recommendations were made by GNAAC members and were already addressed as part of the Eastgate Housing Campus MDP process which was approved April 1, 2021.

1. Ask city to revisit the traffic estimates and come up with action to minimize impact.
Reviewed with traffic study and analyses during MDP, all phases were found to comply with standard requirements. There is a process for traffic re-assessment once the development is up and running.
2. Neighborhood outreach on safety and traffic. *Public meetings were previously held to gain input during the MDP process*
3. Traffic – At peak times, limit the left turn capability coming out of the facility (not) onto Eastgate create a Center lane. *This possibility was reviewed during the MDP analyses, and traffic conditions did not warrant required left turn lane.*
4. Opportunity to reassess the area if safety concerns arise in the future as the City reserves the right to control access and restrictions on City streets. *Yes*
5. Install secure and tall fences on the boundary of SE 32nd. *Was not required through MDP, as there is no direct access to SE 32nd Street from the site*
6. Request for landscape cover on north side of property. *Is already included*

Section 5. Appendix II

GNAAC Member Experience

Throughout the process, the facilitator asked the members to reflect on their GNAAC experience. Their comments are summarized below.

Meeting #1:	<ul style="list-style-type: none"> • Met expectations • Very good – people were heard +1 • Cautiously optimistic +1 • Very well organized • Inclusive • Well done • On for the journey • Public transportation critical 	<ul style="list-style-type: none"> • Excited to share • Role model for the nation • Great start +1 +1 • Fair and comprehensive • All voices heard +1 • Moving onward • Great team • Optimistically looking forward
Meeting #2:	<ul style="list-style-type: none"> • Efficient and helpful • Grateful • Progress • Receptive 	<ul style="list-style-type: none"> • Amazing community • Onward to operations • Informative
Meeting #3:	<ul style="list-style-type: none"> • Insightful • Productive +1 +1 +1 +1 • Gratitude • Informative • Detailed • Relieved • Appreciative • Thorough +1 	<ul style="list-style-type: none"> • Teamwork • Creating Community • Thoughtful • All Plus one • Sensitivity and compassion • Graceful • Useful
Meeting #4	<p>“What has been meaningful to you about this GNAAC process?”</p> <ol style="list-style-type: none"> 1. Other members’ perspectives+ 2. Level of collaboration and organization is impressive+ 3. Appreciative that it’s happening and we’re learning things 4. Diverse voices have a chance to speak and be heard in a civil fashion ++ 5. Opportunity to engage and something fruitful coming out of this 6. Pat’s facilitation - creating a Gracious Space +++ 7. Impressed with level of engagement and perseverance to come with thoughtful and caring for the good of the community 8. Appreciate engaging with the community in a different way 9. Commitment from City of Bellevue to the process – shows they want it to go well and get in front of it 10. Come to appreciate knowing business neighbors more 	

	11. Our ability to engage, ask questions, realize that the actions we take here will inform how the shelter shapes its operations going forward 12. Impressed with attendance – esp. in summer! Feel heard, respected in this process and people want to be involved 13. Engagement and positive commitments
Meeting #5	1. Thanks to Pat, Liz and Toni for being responsive, Pat for facilitation, Dave & Troy we love our police and fire personnel 2. Confidence that we can have THE BEST SHELTER in the country. I feel very hopeful and happy for how we've come together. It's meaningful; we want to serve the men and the community 3. Thank you for the opportunity to participate and be part of this process 4. Impressed with our compassion and passion, masterfully led by Patricia 5. Hold us (police) accountable to our promises to make this successful 6. Appreciation for everyone coming together and giving of your time, and for the community. Those early investments made a difference. 7. Thank you, Patricia, for facilitating this process.

In addition, the Core Team (composed of Pat Hughes, Liz Stead and Toni Pratt) reached out to members mid-way through the process to check in on their experience and invite additional comment on the process. The check-ins allowed individuals the opportunity to speak further and ensured that all members could be heard. Most members indicated they were satisfied with the process. For those who participated, their comments are below:

Key Themes: The process is going well ++++++ Concerns are followed through on +++ You are engaging diverse and dissenting voices ++ A respectful and productive group doing the best we can +++ Receptive to our input +++ People in the community feel this process is good due diligence +	Concerns Raised: 1. Traffic and sidewalk +++ 2. GNC could/should have started earlier ++ 3. What's "done" look like and who is accountable for follow-through? 4. Can we get further attention on the unsheltered homeless sex offenders 5. Mitigating potential increase in drug dealing, other issues in the vicinity 6. Resident pet ownership – partnering with Humane Society for boarding/care
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16.12.170 “P” definitions.

Parcel. See definition of “lot.”

“Park, public” means a natural, landscaped, or developed area, which may or may not contain structures, that is provided by a unit of government to meet the active or passive, outdoor or indoor, recreational needs of people.

“Parking area” means any area designed and/or used for parking vehicles and other motorized transportation.

“Parking space” means an area which is improved, maintained and used for the sole purpose of temporarily accommodating a motor vehicle that is not in use.

“Parties of record” means:

1. The applicant and any appellant;
2. The property owner, if different than the applicant;
3. The city;
4. Any person or public agency who individually submitted written comments to the city prior to the closing of the comment period provided in a legal notice;
5. Any person or public agency who individually submitted written comments for or testified at a predecision hearing;
6. Any person or public agency who submitted to the city a written request to specifically receive the notice of decision or to be included as a party of record prior to the closing of an open-record predecision hearing.
7. A party of record does not include a person who has only signed a petition. (See MMC 16.80.160.)

“Patio” means a hard surfaced area of the ground beyond a building designed, established and/or installed to provide for outdoor living, cooking and recreation, some sides of which are open and which may or may not have a permanent overhead covering.

“Penthouse, stair and elevator” means an enclosed structure on or above the roof of any part of a building, which is designed or used for ingress and egress by means of stairs or an elevator.

“Permeable interlocking concrete pavements (PICP)” means a type of permeable pavement made with manufactured modular concrete paving units. Pavements constructed with these pavers create joints that are filled with permeable aggregates and installed on an open-graded bedding course to allow water to infiltrate.

“Permeable pavement” means a low impact development best management practice consisting of paving material which is designed to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

“Permanent supportive housing” means one or more subsidized, leased dwelling units with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry that would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident’s health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.

“Permit fee” means a payment of money imposed upon development as a condition of application for or approval of development to cover the costs of processing applications, inspecting and reviewing plans or other information required to be submitted for purpose of evaluating an application, or inspecting or monitoring development activity.

“Person” means, as used in this title, any individual, partnership, association, corporation, unit of government or any other legal entity.

“Personal wireless service facilities” means the same as that phrase is given meaning pursuant to 47 U.S.C. 332(c)(7)(C)(ii).

“Personal wireless services” means the same as that phrase is given meaning pursuant to 47 U.S.C. 332(c)(7)(C)(i).

“Pervious concrete” means a type of permeable pavement made with a rigid pavement similar to conventional concrete with the fine material reduced to form voids between the aggregate and allow water to infiltrate.

“Planned land use development (PLUD)” means the provisions for varying zoning requirements adopted by Ordinance No. 213 and repealed by Ordinance No. 435.

“Plantable area, right-of-way” means the pervious surface portion of the city’s street rights-of-way located between the street surface edge and the adjoining property line. The plantable area also includes the area of any planting strip between the existing sidewalk or pathway and the edge of the street. The plantable area excludes the sidewalk and driveways.

“Planting bed boxes, raised” means a series of walls fit closely together, without a cover, each wall one foot wide or less, used to frame soils elevated above the finished grade for growing plants and built of timber, stone, brick, concrete and similar types of framing materials.

“Plat” means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys, or other divisions and dedications.

“Plat certificate” means a title report or subdivision guarantee that is prepared by a title company for the property contained in a proposed short subdivision, subdivision or binding site plan, to

include, as a minimum, all owners of record, easements and encumbrances affecting said property.

“Plat, final” means the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this chapter and Chapter 58.17 RCW.

“Plat, preliminary” means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements consistent with the requirements of this chapter. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision or short subdivision.

“Plat, short” means the map or representation of a short subdivision.

“Ponds” means areas of open water fed by springs, or fed by natural and enhanced drainage ways, which are so intrinsically associated with a wetland, stream or natural watercourse as to merit protection under the provisions of this chapter.

“Porch” means a structure abutting a main wall of a building having a roof, but with walls that are generally open and unenclosed and with direct access to or from a building. An uncovered porch is similar to an uncovered deck, but provides main access to or from a building. (See “deck” and “veranda.”)

“Porous asphalt” means a type of permeable pavement made with a flexible pavement similar to standard asphalt that uses a bituminous binder with the fine material reduced to form voids between the aggregate and allow water to infiltrate.

“Practical alternative” means an alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, and having fewer impacts to critical areas.

“Premises” means the same as the definition in MMC 8.04.010(D).

“Priority habitat” means habitat type or elements with unique or significant value to one or more species as classified by the Department of Fish and Wildlife. A priority habitat may consist of a unique vegetation type or dominant plant species, a described successional stage, or a specific structural element (WAC 173-26-020(28)).

“Profit” means the value difference in what a building or structure is worth as a result of improvements made to the building or structure, and the cost of replacement of the building or structure. For the purpose of this chapter “profit” shall be an estimate.

“Project permit” or “project permit application” means any land use or environmental permit or license required from the city for a project action, including but not limited to building permits, subdivisions, conditional/special uses, shoreline permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan, tree removal permits, and right-of-way permits, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations.

“Property line” means the legal boundary of a parcel of land.

“Property line, front” means, unless otherwise set forth in this title, the property line contiguous with the street right-of-way.

“Property line, rear” means, unless otherwise set forth in this title, any property line other than the front property line which is parallel to the front property line or within 45 degrees of being parallel to the front property line.

“Property line, side” means any property line that is not a front or rear property line.

“Pruning” means the selective removal of branches and/or trunks following ANSI standards for safety, health, structure, shape, and aesthetics. This definition includes trimming. Except where approved by the city arborist to reduce a hazard, pruning shall be consistent with one of the following methods:

1. Clean: Cleaning a tree shall consist of pruning to remove one or more nonbeneficial parts: dead, diseased, and/or broken branches;
2. Raise: Selective pruning to provide vertical clearance;
3. Reduce: Selective pruning to decrease the height and/or spread of a tree and shall not reduce the foliage crown by more than 25 percent annually (this method is employed to minimize risk of failure, balance the canopy, height and spread reduction, utility clearance or to improve tree aesthetics); or
4. Thin: Selective pruning to reduce the density of small live branches typically in the 10 to 15 percent range of the foliage crown, but not exceeding 25 percent annually.

“Pruning, hazard” means removing hazardous branches throughout a canopy, or in a clearly specified area of the canopy where safety considerations are paramount. Such branches may be broken, exceedingly weighted, or cracked.

“Public meeting” means an informal meeting, hearing, workshop, or other public gathering of persons to obtain comments from the public or other agencies on a proposed project permit prior to the city’s decision. A public meeting does not include an open-record hearing. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the city’s project permit application file.

“Public safety use” means police, fire and similar emergency services provided by a public entity.

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16.12.210 “T” definitions.

“Target,” when used for assessing hazard trees, means people, property or activities that could be injured, damaged, or disrupted by a tree.

“Target, likelihood of impact” means the chance of a target being impacted by a failed part of a tree. The likelihood of impacting a target can be categorized as follows:

1. Very low: the chance of the failed tree or branch impacting the specific target is remote;
2. Low: it is not likely that the failed tree or branch will impact the target;
3. Medium: the failed tree or branch may or may not impact the target, with nearly equal likelihood; or
4. High: the failed tree or branch will most likely impact the target.

In evaluating the likelihood of impacting a target, the occupancy rate of the target and any factors that could affect the failed tree as it falls towards the target shall be used in determining the likelihood of impact.

“Temporary public facility” means a land use and/or facilities owned, operated, and maintained temporarily by a city government agency, a public or nonprofit school, or religious organization.

“Terrace” means a level platform or shelf of earth supported on one or more faces by a wall, bank of turf, stable inclined grades, or the like.

“Title report” means the written analysis of the status of title to real property, including a property description, names of titleholders and how title is held (joint tenancy, etc.), encumbrances (mortgages, liens, deeds of trusts, recorded judgments), and real property taxes due.

“Tract” means an extended area of land reserved exclusively for a special use such as open space, surface water retention, utilities, or access. Tracts reserved for a special use are not considered building sites.

“Transitional housing” means one or more dwelling units owned, operated, or managed by a nonprofit organization or governmental entity in which supportive services are provided to individuals and families that were formerly homeless, with the intent to stabilize them and move them to permanent housing within a period of not more than twenty-four months, or longer if the program is limited to tenants within a specified age range or the program is intended for tenants in need of time to complete and transition from educational or training or service programs.

“Treasurer, county” means the person defined in Chapter 36.40 RCW, or the office of the person assigned such duties under the King County Charter.

“Treatment best management practice” means a facility designed to remove pollutants contained in stormwater. Some methods of pollutant removal include sedimentation/settling, filtration, plant uptake, and bacterial decomposition. Treatment BMPs include, but are not limited to: vegetated filter strips, oil and water separators, biofiltration swales, and linear sand filters. Further information can be found in the stormwater manual adopted under MMC 13.06.020.

“Tree” means a self-supporting woody perennial plant, excluding a bush or shrub.

“Tree, dead” means a tree that is no longer alive, has been removed beyond repair, or is in an advanced state of decline (where an insufficient amount of live tissue, green leaves, limbs or branches exists to sustain life) and has been determined to be in such a state by a certified

arborist during a nondormant or other natural stage of the tree that would minimize the likelihood that the tree would be mistakenly identified as being in such a dead state.

“Tree, hedge” means a row of smaller trees planted close together and growing in a dense continuous line 20 feet in length or longer that form a thicket barrier.

“Tree protection zone” means area identified by the director in which no soil disturbances are permitted and activities are restricted.

“Tree, right-of-way” means a tree with at least two-thirds of its trunk diameter on public right-of-way.

“Tree risk” means the combination of the likelihood of an event and the severity of the potential consequences. In the context of trees, risk is the likelihood of a conflict or tree failure occurring and affecting a target and the severity of the associated consequences: personal injury, property damage, or disruption of activities. Risk is evaluated by categorizing or quantifying both the likelihood (probability) of occurrence and the severity of the consequences.

“Tree species” means group of trees that resemble each other closely and interbreed freely.

“Tree topping” means an inappropriate technique to reduce tree size that cuts through a stem more than two years old at an indiscriminate location.

“Truck gardening” means the same as “market gardens,” which is the small-scale production of fruits, vegetables and flowers, frequently sold directly to consumers.

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16.21.030 Use table.

Table 16.21.030 establishes those uses which are permitted, those uses subject to specific development standards, and those uses requiring special approval and that are prohibited within each zoning district.

Table 16.21.030: Land Use Table

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
Residential Uses						
Accessory Dwelling Units	P	P	P	P	P	P
Accessory Recreational Facilities	A	A	A	A	A	A
Accessory Recreational Facilities – Minor	L	L	L	L	L	L
Accessory Uses – On-Site	P	P	P	P	P	P

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
Accessory Uses – Off-Site	L	L	L	L	L	L
Adult Family Home	L	L	L	L	L	L
Detached, Single-Family Dwelling	P	P	P	P	P	P
Family Day Care Home	L	L	L	L	L	L
Manufactured Home	L	L	L	L	L	L
<u>Permanent Supportive Housing</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>
<u>Transitional Housing</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>
Nonresidential Uses						
Automobile Service Station					L	
Automobile Mechanical Repair					L	
Commercial Horticulture/Truck Gardening/Agriculture, Excluding the Raising of Animals				L		
Clubhouse – Public/Private		SU				SU
Golf Course		SU				SU
Historical Use	H				H	
Home Business	L	L	L	L	P	P
Public and Institutional Uses						
City Government Facilities						CU
Post Office						SU
Public Safety						CU
Public Park	P	P	P	P	P	P
Electrical Power and Utility Substation	SU	SU	SU	SU	SU	SU
Accessory Recreational Facilities – Public	P	P	P	P	P	P
Religious Facility	SU	SU	SU	SU	SU	SU
School – Public/Private (Preschool to Grade 12)						SU
Temporary City Government Facilities	L	L	L	L	P	P
Wireless Communication Facilities	SU	SU		SU	SU	SU
Shoreline Uses						
See Chapter 16.62 MMC for a list of uses within the shoreline jurisdiction.						

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
*See MMC 16.21.020 for explanation of “P,” “L,” “A,” “SU,” “CU,” and “H.”						

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Chapter 16.31

LIMITED USES

Sections:

- 16.31.010 Home business.
- 16.31.020 Adult family homes and family day care homes.
- 16.31.030 Manufactured homes and trailers.
- 16.31.040 Automobile-related service uses.
- 16.31.050 Commercial horticulture, truck gardening, and agriculture uses.
- 16.31.060 Permanent supportive and transitional housing.

16.31.010 Home business.

A. Permissive Use. A home business is permitted within a single-family dwelling provided it meets all the standards and requirements of this section. “Home business” is defined in MMC 16.12.090. Activities not able to meet all the standards and requirements of this section may be performed in nonresidential zone districts of the city if otherwise allowed under the MMC.

B. Standards. Every home business shall meet the following standards:

1. The home business shall be clearly incidental and secondary to the use and function of the single-family dwelling as a residence.
2. All external indications of or impacts from a home business shall be compatible with the residential character and nature of the neighborhood.
3. The home business shall not cause or result in material changes in neighborhood safety, traffic, number or frequency of vehicle trips, parking demand or parking requirements.
4. The following are prohibited in connection with a home business: signs; noise; smoke or odors detectible outside the dwelling; retail trade; pickup and delivery; external structure modifications; and exterior lighting.

C. Requirements. Every home business shall meet the following requirements:

1. The home business shall be located and operated wholly within the single-family dwelling.

2. No more than one person may be employed who is not a family member residing in the residence.
3. Any employee, client(s) and family members shall use off-street parking exclusively.
4. Not more than two vehicles owned or operated by an employee and/or a client shall be parked on the premises at any time.
5. All required local, regional, state, and federal permits and licenses shall have been obtained and shall be current and valid.
6. All required permits and authorizations for the dwelling structure and other attributes of the property and premises shall have been issued by the city and be in current compliance with the Medina Municipal Code.

D. Exclusions. The following activities are not allowed as a home business:

1. Storage, receipt or transfer of equipment, materials, and commodities.
2. Stables, kennels, or husbandry of animals; any activities involving any exotic animal or farm animal; activities that are not permitted by Chapter 6.04 MMC.
3. Agriculture farming and sales activities.
4. Vehicle repair, automobile detailing or automotive servicing activities.
5. Production or storage of any hazardous waste or substance.
6. Any nonconforming use, however or whenever established.
7. Any activity that is prohibited by the Medina Municipal Code.

E. Enforcement. Pursuant to MMC 16.10.040 and 16.10.050, the director shall apply the provisions of this section to the activities of a home business whenever necessary or appropriate to determine whether the home business meets the requirements and standards of the Medina Municipal Code, and shall issue findings and a decision thereon.

16.31.020 Adult family homes and family day care homes.

A. Adult family homes are a permitted use in any zone allowing a single-family dwelling provided the adult family home complies with underlying zoning requirements and the requirements set forth in Chapter 70.128 RCW.

B. Family day care homes are a permitted use in any zone allowing a single-family dwelling provided they have obtained a permit for operation from the city. Permits shall be issued by the city, at no cost, upon proof that the family day care home has obtained all necessary licenses and approvals from the state to operate such a facility.

16.31.030 Manufactured homes and trailers.

A. Manufactured homes are permitted pursuant to RCW 35A.21.312 provided:

1. At the time of installation, the manufactured home is new;

2. The manufactured home is placed upon a permanent foundation, as specified by the manufacturer, and that the space from the bottom of the home to the ground be enclosed by concrete or an approved concrete product which can be either load bearing or decorative;
3. The manufactured home shall comply with all zoning requirements such as structural coverage, lot area, setbacks, and height;
4. The manufactured home is thermally equivalent to the State Energy Code; and
5. The manufactured home meets all other requirements for a designated manufactured home as defined in RCW 35.63.160.

B. Trailers for Temporary Occupancy. The owner of a parcel of land where no single-family dwelling is situated may occupy one trailer as a temporary dwelling during the construction of a new dwelling thereon provided:

1. A valid building permit for construction of a single-family dwelling has been issued and a good faith effort is being made to start construction of said dwelling immediately, and work is pursued with diligence;
2. The trailer is located in a manner so as to not in any way impede egress or ingress to people traveling over joint roads or easements to other properties;
3. All city and state regulations relating to sanitation, garbage and trash disposal, water and other utilities are met to the satisfaction of the city;
4. A temporary use permit is issued pursuant to MMC 16.70.060; and
5. The trailer does not reduce the number of parking spaces below three required for construction vehicles.

C. Construction trailers erected during the construction phase of a project are allowed provided the trailer is removed prior to the completion of the project. Construction trailers may be located within zoning setback areas provided they are screened from abutting properties; however, they are not allowed within shoreline setback areas.

16.31.040 Permanent supportive and transitional housing.

Permanent supportive and transitional housing facilities are permitted uses in any zoning district allowing a single-family dwelling subject to the following criteria:

A. The number of permanent supportive and transitional housing facilities allowed on any given lot shall be no more than the number of standard dwelling units that would be allowed under MMC 16.21.060.

B. Permanent supportive and transitional housing facilities are limited to a maximum of 10 residents at any one time, plus up to four resident staff.

C. It must be a 24-hour a day facility where rooms or units are assigned to specific residents for the duration of their stay.

D. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents and not available for use by non-residents.

E. No permanent supportive housing or transitional housing may be located within half a mile of another property that contains permanent supportive housing or transitional housing, calculated as a radius from the property lines of the site.

F. Prior to the start of operation, an occupancy agreement shall be submitted to the city.

1. Property owners and/or operators shall enter into an agreement with the City on a form that is acceptable to the city.
2. The occupancy agreement shall include but not be limited to the following:
 - a. Names and contact information for onsite staff.
 - b. Description of the services to be provided onsite.
 - c. Description of the staff plan including the following:
 - i. Number of staff supporting residents and operations;
 - ii. Certification requirements;
 - iii. Staff training programs;
 - iv. Staff to client ratios; and
 - v. Roles and responsibilities of all staff.
 - d. Program rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of conduct shall at minimum address the following:
 - i. The use or sale of alcohol and illegal drugs;
 - ii. Threatening or unsafe behavior; and
 - iii. Weapon possession.
 - e. A safety and security plan reviewed and approved by the Medina Police Department including protocols for response to the facility and to facility residents throughout the City. If calls for law enforcement service exceed an agreed upon threshold in any given quarter, the facility operator will work with the City to reduce calls below the threshold level.

- f. A plan for potential impacts on nearby residences including a proposed mitigation approach (for example, a *Good Neighbor Agreement Plan*) that addresses items like noise, smoking areas, parking, security procedures, and litter prior to the start of operations.
- g. Description of eligibility for residency and referral process.
- h. A parking plan acceptable to the City showing there is adequate parking to meet the expected demand from residents, staff, service providers, and visitors. Residents may not park off-site, and all vehicles must be operational.

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