



## MEDINA CITY COUNCIL

Monday, March 14, 2022

**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 CITY COUNCIL MEETING

Virtual/Online

Monday, March 14, 2022 – 4:00 PM

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### AGENDA

**MAYOR** | Jessica Rossman

**DEPUTY MAYOR** | Randy Reeves

**COUNCIL MEMBERS** | Cynthia F. Adkins, Jennifer Garone, Harini Gokul, Mac Johnston, Bob Zook

**INTERIM CITY MANAGER** | Stephen R. Burns

**CITY ATTORNEY** | Scott Missall

**CITY CLERK** | Aimee Kellerman

#### Virtual Meeting Participation

With the passage of the City's Proclamation of Local Emergency, City Hall is closed to the public. Council participation in this meeting will be by teleconference/online only. Members of the public may also participate by phone/online. Individuals wishing to speak live during the Virtual City Council meeting will need to register their request with the City Clerk at 425.233.6411 or email [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.gov) and leave a message before 2PM on the day of the March 14th Council meeting. Please reference Public Comments for March 14th Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3 minute limit.

#### [Join Zoom Meeting](#)

Meeting ID: 832 5227 3105

Passcode: 589036

One tap mobile

+12532158782,,83252273105# US (Tacoma)

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

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

#### 2. APPROVAL OF MEETING AGENDA

#### 3. PUBLIC COMMENT PERIOD

Individuals wishing to speak live during the Virtual City Council meeting will need to register their request with the City Clerk at 425.233.6411 or email [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.gov) and leave a message **before 2PM** on the day of the March 14th Council meeting. Please reference Public Comments for March 14th Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is

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

#### 4. **PRESENTATIONS**

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

Time Estimate: 10 minutes

#### 5. **CONSENT AGENDA**

Time Estimate: 5 minutes

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

- [5.1](#) February 2022 , Check Register

**Recommendation:** Approve.

**Staff Contact:** Anna Zhu, Acting Finance Director

- [5.2](#) Approved January 18, 2022 Park Board Meeting Minutes

**Recommendation:** Receive and file.

**Staff Contact:** Dawn Nations, Deputy City Clerk

- [5.3](#) Approved January 25, 2022 Planning Commission Meeting Minutes

**Recommendation:** Receive and file.

**Staff Contact:** Stephanie Keyser, AICP, Planning Manager

- [5.4](#) Draft February 28, 2022 City Council Meeting Minutes

**Recommendation:** Adopt Minutes.

**Staff Contact:** Aimee Kellerman, CMC, City Clerk

- [5.5](#) Interlocal Agreement with City of Bellevue for Community Advocates for Resource and Education Services (CARES)

**Recommendation:** Approve.

**Staff Contact:** Acting Police Chief Jeffrey R. Sass

- [5.6](#) Confirmation of Appointment to the Medina Planning Commission

**Recommendation:** Confirm appointment.

**Council Contact:** Jessica Rossman, Mayor

#### 6. **LEGISLATIVE HEARING**

None.

#### 7. **PUBLIC HEARING**

- [7.1](#) Permanent Supportive and Transitional Housing  
**Recommendation:** Adopt Ordinance No. 1008.  
**Staff Contact:** Stephanie Keyser, AICP, Planning Manager

Time Estimate: 45 minutes

8. **CITY BUSINESS**

None.

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

Time Estimate: 15 minutes

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

[9.1a](#) ICM Monthly Report

[9.1b](#) Police Monthly Report

[9.1c](#) DS Monthly Report

[9.1d](#) Finance Monthly Report

[9.1e](#) CS Monthly Report

[9.1f](#) PW Monthly Report

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

11. **PUBLIC COMMENT**

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

12. **EXECUTIVE SESSION**

RCW 42.30.140(4)(a)

Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress; and

RCW 42.30.110(1)(g)

To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW **42.30.140(4)**, discussion by a governing body of salaries, wages, and other conditions of employment to be generally

applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

Council may take action following executive session.

13. **ADJOURNMENT**

Next regular City Council Meeting: March 28, 2022 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](http://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, March 28, 2022 - City Council Meeting (4:00 PM)  
Monday, April 11, 2022 - City Council Meeting (4:00 PM)  
Monday, April 25, 2022 - City Council Meeting (4:00 PM)  
Monday, May 9, 2022 - City Council Meeting (4:00 PM)  
Monday, May 23, 2022 - City Council Meeting (4:00 PM)  
**Monday, May 30, 2022 - Memorial Day - CITY HALL CLOSED**  
Monday, June 13, 2022 - City Council Meeting (4:00 PM)  
Monday, June 27, 2022 - City Council Meeting (4:00 PM)  
**Monday, July 4, 2022 - Independence Day - City Hall Closed**  
Monday, July 11, 2022 - City Council Meeting (4:00 PM)  
Monday, July 25, 2022 - City Council Meeting (4:00 PM)  
Monday, August 8, 2022 - City Council Meeting - **Dark No Meeting**  
Monday, August 22, 2022 - City Council Meeting - **Dark No Meeting**  
**Monday, September 5, 2022 - Labor Day - City Hall Closed**  
Monday, September 12, 2022 - City Council Meeting (4:00 PM)  
Monday, September 26, 2022 - City Council Meeting (4:00 PM)  
Monday, October 10, 2022 - City Council Meeting (4:00 PM)  
Monday, October 24, 2022 - City Council Meeting (4:00 PM)  
Monday, November 14, 2022 - City Council Meeting (4:00 PM)  
**Thursday, November 24, 2022 - Thanksgiving Holiday - City Hall Closed**  
**Friday, November 25, 2022 - Day After Thanksgiving Holiday - City Hall Closed**  
Monday, November 28, 2022 - City Council Meeting (4:00 PM)  
Monday, December 12, 2022 - City Council Meeting (4:00 PM)  
**Monday, December 26, 2022 - Day After Christmas Holiday - City Hall Closed**  
Tuesday, December 27, 2022 - City Council Meeting (4:00 PM)

### CERTIFICATION OF POSTING AGENDA

The agenda for Monday, March 14, 2022 Regular Meeting of the Medina City Council was posted and available for review on Friday, March 11, 2022 at City Hall of the City of Medina, 501 Evergreen Point Road, Medina, WA 98039. The agenda is also available on the city website at [www.medina-wa.gov](http://www.medina-wa.gov).

Check Register  
February 2022

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
8X8, Inc.	3301286	CH phones	\$905.35	63431	2/14/2022	001-000-000-518-80-41-50	Technical Services, Software Services
			<b>\$905.35</b>	<b>63431 Total</b>			
911 Supply Inc	INV-2-15773	PD Badges	\$528.77	63432	2/14/2022	001-000-000-521-20-31-40	Police Operating Supplies
			<b>\$528.77</b>	<b>63432 Total</b>			
Alexander Gow Fire Equipment Co.	11636369	CH Clean Agent Inspt	\$655.99	63433	2/14/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			<b>\$655.99</b>	<b>63433 Total</b>			
AT&T Mobility	287287975246X01272022	Patrol Car Connection	\$805.71	63434	2/14/2022	001-000-000-521-20-42-00	Communications (phone,Pagers)
			<b>\$805.71</b>	<b>63434 Total</b>			
AT&T MOBILITY	287290584494X01132022	PW Mobile Phones	\$45.97	63435	2/14/2022	001-000-000-558-60-42-00	Communications
AT&T MOBILITY	287290584494X01132022	PW Mobile Phones	\$229.85	63435	2/14/2022	001-000-000-576-80-42-00	Telephone/postage
			<b>\$275.82</b>	<b>63435 Total</b>			
AWC	93584 Reissue	Elected Officials Training	\$40.00	63436	2/14/2022	001-000-000-513-10-43-00	Travel & Training
AWC	93585 Reissue	Elected Officials Training	\$80.00	63436	2/14/2022	001-000-000-513-10-43-00	Travel & Training
AWC	94114	2022 City Membership	\$1,947.00	63436	2/14/2022	001-000-000-511-60-41-01	Legislative Activities- Regional/Intergovt
			<b>\$2,067.00</b>	<b>63436 Total</b>			
Bellevue City Treasurer - Water	02623004 10/20 - 12/20/21	View Pt Park Irrigation	\$66.60	63437	2/14/2022	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	90107027 10/27 - 12/29/21	View Pt Park irrigation	\$66.60	63437	2/14/2022	001-000-000-576-80-47-00	Utilities
			<b>\$133.20</b>	<b>63437 Total</b>			
Bellevue, City of	41724	2021 ARCH Contribution	\$6,650.00	63438	2/14/2022	001-000-000-551-10-40-00	Public Housing Services - ARCH
			<b>\$6,650.00</b>	<b>63438 Total</b>			
Blueline Group LLC, The	22890	Planning/Zoning Review	\$120.00	63439	2/14/2022	401-000-000-558-60-41-01	Planning Consultant
			<b>\$120.00</b>	<b>63439 Total</b>			
BRC Acoustics & Audiovisual Design	26626	Sound Test Svcs	\$885.53	63440	2/14/2022	401-000-000-558-60-41-08	Sound Testing Consultant
			<b>\$885.53</b>	<b>63440 Total</b>			
Buenavista Services, Inc	8986	Park RR Janitorial Svcs	\$1,158.62	63441	2/14/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	9154	Park RR Janitorial Svcs	\$1,158.62	63441	2/14/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	9155	CH & PO Janitorial Svcs	\$2,037.75	63441	2/14/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	9410	Park RR Janitorial Svcs	\$1,158.62	63441	2/14/2022	001-000-000-576-80-41-00	Professional Services
Buenavista Services, Inc	9411	CH & PO Janitorial Svcs	\$2,037.75	63441	2/14/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			<b>\$7,551.36</b>	<b>63441 Total</b>			
Centurylink	425-451-7838 049B 1/7-2/7/22	CH CC Terminal	\$164.35	63442	2/14/2022	001-000-000-518-10-42-00	Postage/Telephone
Centurylink	425-454-2095 384B 1/-2/8/22	PD Emergency Line	\$130.08	63442	2/14/2022	001-000-000-521-20-42-00	Communications (phone,Pagers)
Centurylink	425-454-8183 070B 1/8 - 2/8/22	PW Shoop Alarm Line	\$129.63	63442	2/14/2022	001-000-000-576-80-42-00	Telephone/postage
Centurylink	425-637-3989 759B 1/17-2/17/22	PD Phone/Fax	\$240.68	63442	2/14/2022	001-000-000-521-20-42-00	Communications (phone,Pagers)
			<b>\$664.74</b>	<b>63442 Total</b>			
Comcast	8498330081741723 2/7-3/6/22	700 LWB Camera	\$250.87	63443	2/14/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	8498330130193223 1/16-2/15/22	NE 24th Camera	\$255.36	63443	2/14/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	8498330130193264 1/16-2/15/22	NE 12th Camera	\$255.36	63443	2/14/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	8498330130193587 1/25 - 2/24/22	PW Shop Internet	\$156.36	63443	2/14/2022	001-000-000-576-80-42-00	Telephone/postage
Comcast	8498330130197935 2/7-3/1/22	1000 LWB Camera	\$245.36	63443	2/14/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
			<b>\$1,163.31</b>	<b>63443 Total</b>			
Crystal And Sierra Springs-Admin	11037150012922	CH Drinking Water	\$56.90	63444	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
			<b>\$56.90</b>	<b>63444 Total</b>			
Crystal And Sierra Springs-Police	5296969 012922	PD Water	\$112.40	63445	2/14/2022	001-000-000-521-20-31-00	Office Supplies
Crystal And Sierra Springs-Police	Feb 3, 2022 Credit	Credit for rtrnd dispenser	(\$48.59)	63445	2/14/2022	001-000-000-521-20-31-00	Office Supplies
			<b>\$63.81</b>	<b>63445 Total</b>			

Check Register  
February 2022

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
Crystal And Sierra Springs-PW	5291929 012922	PW Drinking Water	\$44.25	63446	2/14/2022	001-000-000-576-80-31-00	Operating Supplies
			<b>\$44.25</b>	<b>63446 Total</b>			
CWA Consultants	22-034	Bldg Plan Review Svcs	\$2,200.00	63447	2/14/2022	401-000-000-558-60-41-00	Professional Services
CWA Consultants	22-056	Bldg Plan Review	\$440.00	63447	2/14/2022	401-000-000-558-60-41-00	Professional Services
			<b>\$2,640.00</b>	<b>63447 Total</b>			
Davidson-Macri Sweeping, Inc.	222114	CB & Storm Pipe Maiint	\$2,449.17	63448	2/14/2022	101-000-000-542-40-41-00	Storm Drain Maintenance
			<b>\$2,449.17</b>	<b>63448 Total</b>			
Dude Solutions, Inc.	INV-105516	Asset Essentials Subscrip	\$1,526.66	63449	2/14/2022	101-000-000-594-42-64-00	Street Capital Equipment
Dude Solutions, Inc.	INV-96826	Asset Essentials Subscrip	\$3,412.21	63449	2/14/2022	101-000-000-594-42-64-00	Street Capital Equipment
			<b>\$4,938.87</b>	<b>63449 Total</b>			
FCI - Custom Police Vehicles	14210	3 PD Veh lease, Feb '22	\$2,778.35	63450	2/14/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14210	3 PD Veh lease, Feb '22	\$333.85	63450	2/14/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14211	CAP Veh Lease, Feb '22	\$689.55	63450	2/14/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14211	CAP Veh Lease, Feb '22	\$249.57	63450	2/14/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14212	Srgt Veh Lease, Feb'22	\$807.85	63450	2/14/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14212	Srgt Veh Lease, Feb'22	\$273.23	63450	2/14/2022	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	14213	Chief Veh Lease, Feb '22	\$223.96	63450	2/14/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	14213	Chief Veh Lease, Feb '22	\$769.76	63450	2/14/2022	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
			<b>\$6,126.12</b>	<b>63450 Total</b>			
Granicus, LLC	147936	BangtheTable-Comm Engmnt	\$11,800.00	63451	2/14/2022	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
			<b>\$11,800.00</b>	<b>63451 Total</b>			
Gray & Osborne, Inc.	19412.31 - 22427.03	Grading & Drainage Svcs	\$7,981.02	63452	2/14/2022	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	20597.00-6	NPDES Compliance Svcs	\$2,497.11	63452	2/14/2022	101-000-000-542-30-41-03	NPDES Grant
Gray & Osborne, Inc.	20597.00-6	NPDES Compliance Svcs	\$0.00	63452	2/14/2022	307-000-000-595-30-63-02	Storm Sewer Improvements
Gray & Osborne, Inc.	21441.00-13	2101, NE 12th St Ped Imp.	\$940.28	63452	2/14/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	21575.00-6	Storm Repair Phase 1	\$1,800.07	63452	2/14/2022	307-000-000-595-30-63-02	Storm Sewer Improvements
			<b>\$13,218.48</b>	<b>63452 Total</b>			
Hermanson Company, LLP	8022427	CH HVAC Maint	\$1,987.86	63453	2/14/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			<b>\$1,987.86</b>	<b>63453 Total</b>			
Home Depot Credit Services	3101637	Ice Melt Buckets & Lids	\$115.16	63454	2/14/2022	101-000-000-542-66-41-00	Snow & Ice Removal
Home Depot Credit Services	8213676	Faucet for PD Bathroom	\$142.03	63454	2/14/2022	001-000-000-576-80-31-00	Operating Supplies
			<b>\$257.19</b>	<b>63454 Total</b>			
Horticultural Elements, Inc.	6037	84th median Maint, Feb '22	\$4,490.00	63455	2/14/2022	101-000-000-542-30-41-00	Professional Services
Horticultural Elements, Inc.	6111	84th Median Maint, Feb '22	\$4,490.00	63455	2/14/2022	101-000-000-542-30-41-00	Professional Services
			<b>\$8,980.00</b>	<b>63455 Total</b>			
IACP	0215462	2022 Dues for Gidlof	\$190.00	63456	2/14/2022	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
			<b>\$190.00</b>	<b>63456 Total</b>			
IIMC	30874 1-5-22	IIMC Annual Dues, SM	\$155.00	63457	2/14/2022	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
			<b>\$155.00</b>	<b>63457 Total</b>			
Kamins Construction Inc	PE 2	77th Storm Repair Ph 1	\$90,891.30	63458	2/14/2022	307-000-000-595-30-63-02	Storm Sewer Improvements
			<b>\$90,891.30</b>	<b>63458 Total</b>			
KC Chiefs of Police Assoc	22-024	KCPCSA Dues, 2022	\$50.00	63459	2/14/2022	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
			<b>\$50.00</b>	<b>63459 Total</b>			
KC Dept of Water & Land Resources	112258 Final 2021	WRIA cost share, Final '21	\$1,030.66	63460	2/14/2022	101-000-000-542-30-41-00	Professional Services
			<b>\$1,030.66</b>	<b>63460 Total</b>			
KC Office of Finance	11011168	KC I-Net, Jan '22	\$375.00	63461	2/14/2022	001-000-000-518-80-41-50	Technical Services, Software Services
			<b>\$375.00</b>	<b>63461 Total</b>			
Kirkland Municipal Court	JAN22MED	Filing Fees	\$374.76	63462	2/14/2022	001-000-000-512-50-40-10	Municipal Court-Traffic/NonTrf
			<b>\$374.76</b>	<b>63462 Total</b>			
Konica Minolta Premier Finance	39225748	CH Copier	\$533.61	63463	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies



Check Register  
February 2022

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
			<b>\$533.61</b>	<b>63463 Total</b>			
Konica Minolta Premier Finance	75216835	PW Shop Printer/Copier	\$206.46	63464	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
			<b>\$206.46</b>	<b>63464 Total</b>			
L.N. Curtis & Sons	INV560820	PD Patrol Boots	\$244.01	63465	2/14/2022	001-000-000-521-20-31-40	Police Operating Supplies
			<b>\$244.01</b>	<b>63465 Total</b>			
Law Enforcement Seminars LLC	2022655	Training Gidlof	\$385.00	63466	2/14/2022	001-000-000-521-20-43-00	Travel & Training
			<b>\$385.00</b>	<b>63466 Total</b>			
LexisNexis Risk Management - Account 1011660	1011660-202111231	Investigative Tool	\$116.81	63467	2/14/2022	001-000-000-521-20-41-00	Professional Services
			<b>\$116.81</b>	<b>63467 Total</b>			
Message Watcher, LLC	47138	Email/Media Archiving Jan '22	\$226.00	63468	2/14/2022	001-000-000-518-80-41-50	Technical Services, Software Services
			<b>\$226.00</b>	<b>63468 Total</b>			
Moberly & Roberts, PLLC	1016.	Prosecution Svcs, Jan '22	\$4,000.00	63469	2/14/2022	001-000-000-512-50-41-10	Prosecuting Attorney
			<b>\$4,000.00</b>	<b>63469 Total</b>			
Navia Benefit Solutions	10406486	Jan '22 Fees & Annual Fee	\$680.00	63470	2/14/2022	001-000-000-514-20-49-10	Miscellaneous
			<b>\$680.00</b>	<b>63470 Total</b>			
Otak, Inc.	000012200041	Tree Code Admin	\$3,883.60	63471	2/14/2022	401-000-000-558-60-41-50	Landscape Consultant
			<b>\$3,883.60</b>	<b>63471 Total</b>			
Pitney Bowes Reserve Account, The	1/26/22 Postage Meter Refill	Postage Meter Refill	\$3,000.00	63472	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
			<b>\$3,000.00</b>	<b>63472 Total</b>			
Pro-shred	50171	CH Shredding Service	\$53.00	63473	2/14/2022	001-000-000-518-10-41-00	Professional Services
Pro-shred	50509	CH Shredding Service	\$53.00	63473	2/14/2022	001-000-000-518-10-41-00	Professional Services
			<b>\$106.00</b>	<b>63473 Total</b>			
Prothman Company	Invoice - 2/11/2022 3:38:24 PM	Finance Director Search	\$127.96	63474	2/14/2022	001-000-000-513-10-41-00	Professional Services
			<b>\$127.96</b>	<b>63474 Total</b>			
Puget Sound Clean Air Agency	22-055	2022 Clean Air Assessmnt	\$9,582.00	63475	2/14/2022	001-000-000-553-70-40-00	Pollution Prevention - Puget Sound Clean Air
			<b>\$9,582.00</b>	<b>63475 Total</b>			
Puget Sound Energy	200004844466 12/21/21 - 1/21/22	View Pt Pk Power	\$16.36	63476	2/14/2022	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	200004844698 12/21/21 - 1/21/22	NE 10th Camera	\$38.03	63476	2/14/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	200004844904 12/21/21 - 1/21/22	ODE Camera	\$38.03	63476	2/14/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	200004850133 12/16/21 - 1/14/22	NE 24th Camera	\$25.24	63476	2/14/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	200012316424 12/20/21 - 1/20/22	PW Shop & Medina Pk Pwr	\$1,020.08	63476	2/14/2022	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	200018418620 11/18/21-12/20/21	CH Power	\$1,761.59	63476	2/14/2022	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
Puget Sound Energy	200018418620 12/21/21 -1/20/22	CH Power	\$1,957.74	63476	2/14/2022	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
Puget Sound Energy	200024956076 12/20/21 - 1/20/22	82nd Ave NE Camera	\$51.19	63476	2/14/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	220013665165 1/4 - 2/1/22	Street Light Pwr	\$12.42	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220013665165 12/3/21 - 1/3/22	Street Light Pwr	\$12.42	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220013672732 1/4 - 2/1/22	Street Light Pwr	\$29.19	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220013672732 12/3/21 - 1/3/22	Street Light Pwr	\$29.19	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220014371912 1/4 - 2/1/22	Street Light pwr	\$1,745.52	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220014371912 12/3/21 -1/3/22	Street Light Pwr	\$1,745.52	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220014371946 1/4 - 2/1/22	Street Light Pwr	\$105.46	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	220014371946 12/3/21 - 1/3/22	Street Light Pwr	\$105.46	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	300000000087 12/3/21 - 1/3/22	Street Light Pwr	\$23.61	63476	2/14/2022	101-000-000-542-63-41-00	Street Light Utilities
			<b>\$8,717.05</b>	<b>63476 Total</b>			

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Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
Seattle Times, The	13966	Legal Notices/Recruitment	\$897.00	63477	2/14/2022	001-000-000-518-10-44-00	Advertising
Seattle Times, The	13966	Legal Notices/Recruitment	\$423.70	63477	2/14/2022	401-000-000-558-60-42-00	Communications
			<b>\$1,320.70</b>	<b>63477 Total</b>			
Seattle Times, The (subscriptions)	060613527 1/5/22 - 1/3/23	Seattle Times Subscription	\$660.40	63478	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
			<b>\$660.40</b>	<b>63478 Total</b>			
SHI International Corp	B14579410	Laptop Upgrade PD CW	\$139.90	63479	2/14/2022	001-000-000-521-20-31-01	IT HW,SW Off Equip <\$5K
SHI International Corp	B14686933	2022 Office 365 Licenses	\$9,328.91	63479	2/14/2022	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
SHI International Corp	B14686954	MS Teams/Skype Meetings	\$46.51	63479	2/14/2022	001-000-000-518-80-41-50	Technical Services, Software Services
SHI International Corp	B14687775	2 Microsoft O365 Licenses	\$489.55	63479	2/14/2022	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
			<b>\$10,004.87</b>	<b>63479 Total</b>			
Sound View Strategies, LLC	2592	Consulting SR 520	\$3,000.00	63480	2/14/2022	001-000-000-513-10-41-00	Professional Services
			<b>\$3,000.00</b>	<b>63480 Total</b>			
Spot-On Print & Design	56213.	Staff Business Cards	\$52.36	63481	2/14/2022	401-000-000-558-60-31-00	Operating Supplies
			<b>\$52.36</b>	<b>63481 Total</b>			
Staples Business Advantage	3497652642	Office Supplies	\$46.97	63482	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3497652643	PD Office Supplies	\$14.74	63482	2/14/2022	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3497652644	PD Office Supplies	\$24.62	63482	2/14/2022	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3497652645	Office Supplies	\$63.49	63482	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3497652646	Office Supplies	\$41.83	63482	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3497652647	Office Supplies	\$17.32	63482	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3497652648	Office Supplies	\$174.12	63482	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3497652649	Office Supplies	\$19.48	63482	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3497652650	Office Supplies	\$178.17	63482	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3499181406	Office Supplies	\$102.10	63482	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3499181407	PD Office Supplies	\$24.62	63482	2/14/2022	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3499181408	PD Office Supplies	\$107.85	63482	2/14/2022	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3499181409	PD Office Supplies	\$16.69	63482	2/14/2022	001-000-000-521-20-31-00	Office Supplies
			<b>\$832.00</b>	<b>63482 Total</b>			
Stewart MacNichols Harmell, Inc., PS	1/14/22 Billing	Public Defender, Dec '21	\$250.00	63483	2/14/2022	001-000-000-515-91-40-00	Public Defender
			<b>\$250.00</b>	<b>63483 Total</b>			
Summit Law Group	133650	Sp. Counsel	\$268.00	63484	2/14/2022	001-000-000-515-45-40-00	Special Counsel
			<b>\$268.00</b>	<b>63484 Total</b>			
TIG Technology Integration Group	20221	IT Managed Svcs, Jan '22	\$10,619.78	63485	2/14/2022	001-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group	20221	IT Managed Svcs, Jan '22	\$1,956.94	63485	2/14/2022	401-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group	5441787	New Laptop Osada	\$2,901.14	63485	2/14/2022	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
			<b>\$15,477.86</b>	<b>63485 Total</b>			
Transpo Group Inc, The	27446	2104 Police Traffic Calming	\$5,650.00	63486	2/14/2022	307-000-000-595-30-63-01	Street Improvements, Overlays
			<b>\$5,650.00</b>	<b>63486 Total</b>			
US Bank Voyager Fleet Sys.	8693624262202	PD Fuel	\$1,656.96	63487	2/14/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			<b>\$1,656.96</b>	<b>63487 Total</b>			
Utilities Underground Location Ctr	2010180	Utility Locate Svcs	\$85.14	63488	2/14/2022	101-000-000-542-30-47-00	Utility Services
			<b>\$85.14</b>	<b>63488 Total</b>			
Vedmed, Paul	ENG-GD-19-011, TREE-19-026, PW-ROW-21-037, M-20-014 Refunds	Perform Guarantee Refunds	\$6,915.00	63489	2/14/2022	401-000-000-582-10-00-01	Refund of PGB/CMP Deposits (DS)
			<b>\$6,915.00</b>	<b>63489 Total</b>			
WA Assoc of Sheriffs & Police Chief	DUES 2022-00213	WASPC Dues - Burns	\$120.00	63490	2/14/2022	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
WA Assoc of Sheriffs & Police Chief	DUES2022-00339	WASPC Dues - Gidlof	\$75.00	63490	2/14/2022	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
			<b>\$195.00</b>	<b>63490 Total</b>			
WA ST Auditor's Office	L145982	FYE 12/20 Audit Fees	\$1,187.55	63491	2/14/2022	001-000-000-514-20-42-00	Intergvtml Prof Serv-Auditors
			<b>\$1,187.55</b>	<b>63491 Total</b>			

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Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
WA ST Dept of Transportation	*FB91017007221	Inspections Veh Fuel	\$38.78	63492	2/14/2022	001-000-000-558-60-32-00	Vehicle Expenses-Gas, Oil, Maint
			<b>\$38.78</b>	<b>63492 Total</b>			
WA ST Dept of Transportation, Northwest Region	RE 41 JA7616 L003	Sand/Salt Road Mix	\$816.45	63493	2/14/2022	001-000-000-576-80-31-00	Operating Supplies
			<b>\$816.45</b>	<b>63493 Total</b>			
WAPRO	4252.	Membership Dues, Nations	\$25.00	63494	2/14/2022	001-000-000-518-10-49-20	Dues, Subscriptions
			<b>\$25.00</b>	<b>63494 Total</b>			
Washington Awards, Inc.	71092	Name Plae Dais	\$129.92	63495	2/14/2022	001-000-000-518-10-31-00	Office And Operating Supplies
			<b>\$129.92</b>	<b>63495 Total</b>			
Wide Format Company, The	133897	PRA Copies	\$129.61	63496	2/14/2022	001-000-000-518-10-49-40	Photocopies
			<b>\$129.61</b>	<b>63496 Total</b>			
Willard's Pest Control	377026	PO Rodent Svcs	\$89.53	63497	2/14/2022	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			<b>\$89.53</b>	<b>63497 Total</b>			
911 Supply Inc	INV-2-16411	PD Uniforms-Gidlof	\$351.50	63498	2/23/2022	001-000-000-521-20-22-00	Uniforms
			<b>\$351.50</b>	<b>63498 Total</b>			
Bluebeam Inc.	1406226	Softwre Subscrip, 11/21-11/22	\$2,576.34	63499	2/23/2022	401-000-000-594-60-64-00	DS- IT HW/SW >\$5K Capital Outlay
			<b>\$2,576.34</b>	<b>63499 Total</b>			
Blueline Group LLC, The	22849	Hsng Action Plan	\$5,520.00	63500	2/23/2022	401-000-000-558-60-41-01	Planning Consultant
			<b>\$5,520.00</b>	<b>63500 Total</b>			
Car Wash Enterprises	Acct #59 January 2022	PD Car Washes	\$4.00	63501	2/23/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			<b>\$4.00</b>	<b>63501 Total</b>			
Centurylink	425-451-7838 049B 2/7-3/7/22	CH CC Terminal	\$165.67	63502	2/23/2022	001-000-000-518-10-42-00	Postage/Telephone
Centurylink	425-454-2095 384B 2/8-3/8/22	PD Emergency Line	\$129.45	63502	2/23/2022	001-000-000-521-20-42-00	Communications (phone,Pager)
			<b>\$295.12</b>	<b>63502 Total</b>			
Comcast	8498 33 013 0193223 2/16-3/15/22	NE 24th Camera	\$255.36	63503	2/23/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	8498 33 013 0193264 2/16-3/15/22	NE 12th Camera	\$255.36	63503	2/23/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
			<b>\$510.72</b>	<b>63503 Total</b>			
CWA Consultants	22-059	Bldg Permit Plan Review	\$440.00	63504	2/23/2022	401-000-000-558-60-41-00	Professional Services
			<b>\$440.00</b>	<b>63504 Total</b>			
Eastside Public Safety Communicat'n	10698	Radio Fees, Feb. '22	\$495.39	63505	2/23/2022	001-000-000-521-20-41-20	Dispatch-EPSCA
			<b>\$495.39</b>	<b>63505 Total</b>			
Home Depot Credit Services	3511952	Dryer Outlet (Shop)	\$6.86	63506	2/23/2022	101-000-000-542-30-35-00	Small Tools/minor Equipment
Home Depot Credit Services	Order #WP25012674	Shop Tools	\$234.39	63506	2/23/2022	001-000-000-576-80-31-00	Operating Supplies
			<b>\$241.25</b>	<b>63506 Total</b>			
KC Finance-DCHS, Behavioral Health & Recovery Division	2139771	Subs Abuse Fee 4Q '21	\$228.64	63507	2/23/2022	001-000-000-564-60-40-00	Mental Health Services-KC Substance Abuse
			<b>\$228.64</b>	<b>63507 Total</b>			
Konica Minolta Premier Finance	39413277	CH Copier Lease	\$582.08	63508	2/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
			<b>\$582.08</b>	<b>63508 Total</b>			
LexisNexis Risk Management	1011660-20220131	Investigative Tool	\$116.81	63509	2/23/2022	001-000-000-521-20-41-00	Professional Services
			<b>\$116.81</b>	<b>63509 Total</b>			
Mac Towing	22-02-26769	Investigative Purpose	\$772.90	63510	2/23/2022	001-000-000-521-20-41-00	Professional Services
			<b>\$772.90</b>	<b>63510 Total</b>			
Michael & JJ , LLC	1123.	PD Drycleaning1/1-2/2/22	\$46.26	63511	2/23/2022	001-000-000-521-20-22-00	Uniforms
			<b>\$46.26</b>	<b>63511 Total</b>			

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Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
Ogden Murphy Wallace	859991-859997	Legal Svcs, CC	\$3,575.00	63512	2/23/2022	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	859991-859997	Legal Svcs, Comp Plan	\$292.50	63512	2/23/2022	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	859991-859997	Legal Svcs, CS	\$875.00	63512	2/23/2022	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	859991-859997	Legal Svcs, DS	\$3,552.50	63512	2/23/2022	401-000-000-515-41-40-00	City Attorney, Dev. Serv.
Ogden Murphy Wallace	859991-859997	Legal Svcs, Exec	\$1,592.50	63512	2/23/2022	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	859991-859997	Legal Svcs, Fairweather/PCHB	\$11,758.50	63512	2/23/2022	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	859991-859997	Legal Svcs, ICM/MTP	\$3,250.00	63512	2/23/2022	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	859991-859997	Legal Svcs, Liang St. Vac	\$910.00	63512	2/23/2022	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	859991-859997	Legal Svcs, T-mobile Franch.	\$337.50	63512	2/23/2022	001-000-000-515-41-40-00	City Attorney
			<b>\$26,143.50</b>	<b>63512 Total</b>			
PowerDMS, Inc.	INV-16063	SW/Accreditation 2/22-2/23	\$605.55	63513	2/23/2022	001-000-000-521-20-49-41	Lexipol Manuals
			<b>\$605.55</b>	<b>63513 Total</b>			
Pro-shred	50845	CH Shredding Svc	\$53.00	63514	2/23/2022	001-000-000-518-10-41-00	Professional Services
			<b>\$53.00</b>	<b>63514 Total</b>			
Puget Sound Energy	200004850133 1/14-2/14/22	NE 24th Camera	\$26.31	63515	2/23/2022	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
			<b>\$26.31</b>	<b>63515 Total</b>			
Sound Law Center	2703	Hearing Examiner	\$7,062.50	63516	2/23/2022	401-000-000-558-60-41-02	Hearing Examiner
			<b>\$7,062.50</b>	<b>63516 Total</b>			
Staples Business Advantage	3500187077	Office Supplies	\$151.87	63517	2/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3500187077 Credit for Returned	Returned Hanging Folders	(\$127.67)	63517	2/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	3500187078	Office Supplies	\$82.75	63517	2/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	350187079	Office Supplies	\$26.15	63517	2/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
			<b>\$133.10</b>	<b>63517 Total</b>			
Stewart MacNichols Harmell, Inc., PS	2/12/22	Public Defense, Jan '22	\$250.00	63518	2/23/2022	001-000-000-515-91-40-00	Public Defender
			<b>\$250.00</b>	<b>63518 Total</b>			
TIG Technology Integration Group	20477	IT Managed Svcs, Feb '22	\$10,619.78	63519	2/23/2022	001-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group	20477	IT Managed Svcs, Feb '22	\$1,956.94	63519	2/23/2022	401-000-000-518-80-41-50	Technical Services, Software Services
			<b>\$12,576.72</b>	<b>63519 Total</b>			
Tiki Car Wash	013122-1	PD Car Washes	\$41.77	63520	2/23/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			<b>\$41.77</b>	<b>63520 Total</b>			
WA ST Auditor's Office	L146562	FYE '20 Aud. Fees	\$4,063.50	63521	2/23/2022	001-000-000-514-20-42-00	Intergvtml Prof Serv-Auditors
			<b>\$4,063.50</b>	<b>63521 Total</b>			
Wide Format Company, The	134045	PRA Copies	\$20.37	63522	2/23/2022	001-000-000-518-10-49-40	Photocopies
			<b>\$20.37</b>	<b>63522 Total</b>			
Wood Envir. & Infrastr. Sltns.	S51703127	CH Air Qual Testing	\$5,460.85	63523	2/23/2022	001-000-000-518-10-41-00	Professional Services
Wood Envir. & Infrastr. Sltns.	S51703452	Geotech Review Svcs	\$748.00	63523	2/23/2022	401-000-000-558-60-41-07	Engineering Consultant
			<b>\$6,208.85</b>	<b>63523 Total</b>			
Osada, Ryan	1/25/22 Reimbursement	MS Surface Laptop Items	\$74.13	ACH Payment	2/14/2022	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
US Bank	BURNS 1/4 - 2/1/22	Boots-Gidlof	\$308.28	ACH Payment	2/23/2022	001-000-000-521-20-22-00	Uniforms
US Bank	BURNS 1/4 - 2/1/22	Cancelled trainings	(\$895.00)	ACH Payment	2/23/2022	001-000-000-521-20-43-00	Travel & Training
US Bank	BURNS 1/4 - 2/1/22	Case Gloves, Water Dispensr	\$1,925.32	ACH Payment	2/23/2022	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	BURNS 1/4 - 2/1/22	Clean-up Kit, Traffic Cones	\$74.70	ACH Payment	2/23/2022	001-000-000-521-20-48-10	Repairs & Maint-Automobiles
US Bank	BURNS 1/4 - 2/1/22	COVID Tests, Monitor Battery	\$912.62	ACH Payment	2/23/2022	001-000-000-521-20-31-00	Office Supplies
US Bank	BURNS 1/4 - 2/1/22	EMS Safety Dues-Anderson	\$38.54	ACH Payment	2/23/2022	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
US Bank	BURNS 1/4 - 2/1/22	FBI Dues-Burns	\$115.00	ACH Payment	2/23/2022	001-000-000-521-20-49-40	Dues,Subscriptions,Memberships
US Bank	BURNS 1/4 - 2/1/22	Veh Flare, Leash, Tool, Defib.	\$280.01	ACH Payment	2/23/2022	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
US Bank	CRICKMORE 1/4 - 2/1/22	Ford F-450 Diesel Fuel	\$95.33	ACH Payment	2/23/2022	001-000-000-576-80-32-00	Vehicle Fuel & Lube
US Bank	CRICKMORE 1/4 - 2/1/22	Grease Gun,Planer,Heat Gun	\$585.18	ACH Payment	2/23/2022	101-000-000-542-30-35-00	Small Tools/minor Equipment

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Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
US Bank	CRICKMORE 1/4 - 2/1/22	Pest Mgmt Classes	\$120.00	ACH Payment	2/23/2022	001-000-000-576-80-43-00	Travel & Training
US Bank	CRICKMORE 1/4 - 2/1/22	Uniforms	\$765.13	ACH Payment	2/23/2022	001-000-000-576-80-22-00	Uniforms
US Bank	CRICKMORE 1/4 - 2/1/22	Uniforms	\$477.58	ACH Payment	2/23/2022	101-000-000-542-30-22-00	Uniforms
US Bank	CRICKMORE 1/4 - 2/1/22	Veh Maint Tools, Rain Jacket	\$548.84	ACH Payment	2/23/2022	101-000-000-542-30-31-00	Operating & Maintenance Supplies
US Bank	CRICKMORE 1/4 - 2/1/22	Wood, Batt Holder, Bit Set	\$204.56	ACH Payment	2/23/2022	001-000-000-576-80-31-00	Operating Supplies
US Bank	KELLERMAN 1/4 - 2/1/22	Notary License Renewal	\$30.00	ACH Payment	2/23/2022	001-000-000-518-10-41-00	Professional Services
US Bank	KELLERMAN 1/4 - 2/1/22	Notary Stamp Supplies	\$107.25	ACH Payment	2/23/2022	001-000-000-518-10-31-00	Office And Operating Supplies
US Bank	KETTER 1/4 - 2/1/22	Job Posting-Fin Director	\$199.00	ACH Payment	2/23/2022	001-000-000-514-20-49-00	Misc-Dues,Subscriptions
US Bank	MARXER 1/4 - 2/1/22	Trespass Ltrs, Drain Opener	\$139.24	ACH Payment	2/23/2022	001-000-000-521-20-31-00	Office Supplies
US Bank	NATIONS 1/4 - 2/1/22	Calendar	\$17.61	ACH Payment	2/23/2022	001-000-000-518-80-31-00	IT HW, SW, Operating Supplies
US Bank	NATIONS 1/4 - 2/1/22	Outgoing City Mgr Plaque	\$121.11	ACH Payment	2/23/2022	001-000-000-518-10-49-10	Miscellaneous
US Bank	SASS 1/4 - 2/1/22	Zoom Package	\$165.04	ACH Payment	2/23/2022	001-000-000-521-20-41-00	Professional Services
US Bank	WILCOX 1/4 - 2/1/22	Annual Dues-WA Bldg Off	\$95.00	ACH Payment	2/23/2022	401-000-000-558-60-49-00	Dues, Subscriptions, Memberships
US Bank	WILCOX 1/4 - 2/1/22	Training-DS Coord,Bldg Off	\$500.00	ACH Payment	2/23/2022	401-000-000-558-60-43-00	Travel & Training
			<b>\$7,004.47</b>	<b>ACH Payment Total</b>			
AWC	VOID CHECK#63282	VOID CHECK#63282	(\$120.00)	VOID CHECK#63282	2/11/2022	001-000-000-518-10-43-00	Travel & Training
			<b>(\$120.00)</b>	<b>VOID CHECK#63282</b>			
				<b>Total</b>			
US Bank	ACH, Bank Fees		\$1,892.30	ACH, Bank Fees	2/28/2022	401-000-000-558-60-49-10	Miscellaneous
			<b>\$1,892.30</b>	<b>ACH, Bank Fees Total</b>			
			<b>\$326,772.73</b>	<b>AP Total</b>			
Payroll	February 2022 Payroll	Payroll	\$ 17,693.46	Total	2/28/2022	001-000-000-513-10-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Payroll	29,802.35	Total	2/28/2022	001-000-000-514-20-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Payroll	32,800.68	Total	2/28/2022	001-000-000-518-10-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Payroll	211,577.05	Total	2/28/2022	001-000-000-521-20-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Payroll	21,099.57	Total	2/28/2022	101-000-000-542-30-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Payroll	48,152.09	Total	2/28/2022	001-000-000-558-60-11-00	Salaries, Wages & Benefits
Payroll	February 2022 Payroll	Payroll	31,648.96	Total	2/28/2022	001-000-000-576-80-11-00	Salaries, Wages & Benefits
			<b>\$ 392,774.16</b>	<b>Payroll Total</b>			
			<b>\$ 719,546.89</b>	<b>Period Grand Total</b>			



# MEDINA, WASHINGTON

## PARKS AND RECREATION BOARD MEETING MINUTES

Virtual/Online

Tuesday, January 18, 2022 – 5:00 PM

### MINUTES

#### 1. CALL TO ORDER / ROLL CALL

Deputy City Clerk Dawn Nations called the meeting to order at 5:00 PM and took roll call.

#### PRESENT

Sarah Gray  
Collette McMullen  
Barbara Moe  
Gretchen Stengel  
Rebecca Johnston  
Ben Johnston, Youth Advisor

#### ABSENT

Katie Surbeck  
Penny Martin, Emeritus Member

#### STAFF PRESENT

Ryan Osada, Pat Crickmore, Dawn Nations, Austin Gidlof

#### 2. ELECTIONS

Elections of Officers:

- a) Chair
- b) Vice Chair

Deputy City Clerk Dawn Nations called for nominations of Chair.

**ACTION:** Collette McMullen nominated Sarah Gray.

With no other nominations, the nomination period closed.

**ACTION:** With no objections and by consensus, Sarah Gray was elected Chair.

Chair Sarah Gray called for nominations for Vice Chair.

**ACTION:** Rebecca Johnston nominated Collett McMullen for Vice Chair. McMullen declined the nomination. Johnston withdrew her nomination.

**ACTION:** Sarah Gray/Collette McMullen nominated Barbara Moe for Vice Chair.

With no other nominations, the nomination period closed.

**ACTION:** With no objections and by consensus, Barbara Moe was elected Chair.

### **3. ANNOUNCEMENTS**

Chair Sarah Gray announced the open Park Board position.

### **4. APPROVAL OF PARK BOARD MINUTES**

#### 4.1 Park Board Meeting Minutes of November 15, 2021

**Recommendation:** Adopt minutes.

**Staff Contact:** Dawn Nations, Deputy City Clerk

**ACTION:** Motion made by McMullen, Seconded by Stengel. Carried 5-0  
Voting Yea: Gray, McMullen, Moe, Stengel, Johnston

### **5. PUBLIC COMMENT**

None.

### **6. PARK BOARD BUSINESS**

#### 6.1 Christmas Ships Recap

Rebecca Johnston gave a brief update and reported the event was a huge success and had incredible turn out. The weather held off and the patrons loved the lighted necklaces that were handed out. Johnston thanked the board members for the assistance with the event.

#### 6.2 Medina Park Playground Project Update

**Recommendation:** Update and discussion.

**Staff Contact:** Ryan Osada, Public Works Director

Ryan Osada gave a brief update on the project and reported demo will start at the end of April. Notices will go out 1 month prior regarding the closure and timeline. The tentative installation date is May 9, 2022.

#### 6.3 Youth Advisory Position Outreach Presentation by Ben Johnston, Park Board Youth Advisor

Ben Johnston gave a PowerPoint presentation on how to promote the Youth Advisor position. The Board members thanked him for his efforts. The board discussed the options presented.

#### 6.4 Annual Easter Egg Hunt Discussion

The board discussed possible dates for the Easter Egg Hunt and decided on April 2,

2022. In preparation for the event there will be an Egg stuffing event on March 24<sup>th</sup> at 10am at Medina City Hall. Gray reported she has the plastic eggs and asked board members to bring small, wrapped candy.

6.5 Arbor Day Event - Friday, April 29, 2022

The board discussed the event and decided to start at 10 AM on April 29th. Medina Elementary 1<sup>st</sup> graders will be invited to attend. Osada will order the seedlings to give to the students. Pat Crickmore will bring tree ideas to the February meeting.

**7. OTHER BUSINESS**

None.

**8. PARK REPORTS**

Fairweather & Lid - Stengel reported looks good.

Indian Trail - Stengel reported looks good.

Lake Lane - McMullen reported looks good.

Medina Beach Park – Moe reported the north bathroom door lock is broken.

Medina Park -Gray asked about the hole on the pathway. Public works reported it was fixed. Gray showed park snow pictures.

Viewpoint Park - Moe reported looks good.

**9. ADJOURNMENT**

Meeting adjourned at 5:53 PM.

Meeting Minutes taken by:

*Dawn Nations*

Dawn Nations, Deputy City Clerk





# MEDINA, WASHINGTON

## PLANNING COMMISSION MEETING

Virtual/Online

Tuesday, January 25, 2022 – 4:00 PM

### MINUTES

**COMMISSION CHAIR |**

**COMMISSION VICE-CHAIR |**

**COMMISSIONERS |** Laura Bustamante, David Langworthy, Mark Nelson, Laurel Preston, Mike Raskin, Shawn Schubring

**PLANNING MANAGER |** Stephanie Keyser

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

Development Services Coordinator Rebecca Bennett called the meeting to order at 4:00pm

#### PRESENT

Commissioner Laurel Preston

Commissioner Shawn Schubring

Commissioner Laura Bustamante

Commissioner David Langworthy arrived at 4:11pm

Commissioner Mark Nelson

#### ABSENT

Commissioner Mike Raskin

#### STAFF

Bennett, Burns, Kellerman, Keyser, Miner, Wilcox

#### **2. ELECTIONS**

##### 2.1 Election of the 2022 Chair and Vice Chair

Bennett asked for nominations for Chair. Nelson nominated Preston. Bennett asked for additional nominations. None were heard. Bennett closed nomination period.

Action: Voting for Preston as Chair (Approved 4-0)

Voting Yea: Commissioner Preston, Commissioner Schubring, Commissioner Bustamante, Commissioner Nelson

Chair Preston asked for nominations for Vice Chair. Nelson nominated Schubring. Preston asked for additional nominations. None were heard. Preston closed nomination period.

Action: Voting for Schubring as Vice Chair (Approved 4-0)

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

**3. APPROVAL OF MEETING AGENDA**

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

**4. APPROVAL OF MINUTES**

4.1 Planning Commission Minutes of December 14, 2021

**Recommendation:** Approve Minutes

**Staff Contact:** Rebecca Bennett, Development Services Coordinator

Action: Motion to approve minutes. (Approved 4-0)

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

**5. ANNOUNCEMENTS**

None.

**6. AUDIENCE PARTICIPATION**

No public was in attendance to speak during the audience participation.

**7. DISCUSSION**

7.1 2022 Planning Commission Update

**Recommendation:** Discussion

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

**Time Estimate:** 30 minutes

Keyser presented 2022 Planning Commission Update.

Commissioners discussed and asked questions.

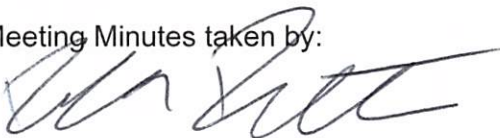
Staff responded.

**8. ADJOURNMENT**

Meeting adjourned at 4:47 PM.

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

Meeting Minutes taken by:



Rebecca Bennett



# MEDINA, WASHINGTON

## MEDINA CITY COUNCIL CITY COUNCIL MEETING

Virtual/Online

Monday, February 28, 2022 – 4:00 PM

### MINUTES

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

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

#### PRESENT

Mayor Jessica Rossman  
Deputy Mayor Randy Reeves  
Councilmember Cynthia Adkins  
Councilmember Jennifer Garone (offline at 5:34 p.m.)  
Councilmember Harini Gokul  
Councilmember Mac Johnston  
Councilmember Bob Zook

#### ABSENT

None.

#### STAFF PRESENT

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

#### 2. APPROVAL OF MEETING AGENDA

Mayor Rossman announced that Agenda Item 8.1 Medina Stormwater Infrastructure Update has moved moved to a future meeting at staff's request to allow for more time additional research.

Mayor Rossman removed Medina Stormwater Infrastructure Update from the agenda, moved Interim City Manager Update Overview as Agenda Item 8.1 and City Management Transition Plan as Agenda Item 8.2.

**ACTION:** Motion Johnston second Adkins and carried by a 7:0 vote, Council approved the meeting agenda as amended.

#### 3. PUBLIC COMMENT PERIOD

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

Mike Raskin commented on the County's plan to locate transient in permanent and supportive transitional housing.

Mayor Rossman closed the public comment period.

**4. PRESENTATIONS**

None.

**5. CONSENT AGENDA**

**ACTION:** Motion Zook second Johnston and carried by a 7:0 vote; Council approved the Consent Agenda.

5.1 Development Services Committee Appointment Confirmation

**Recommendation:** Confirm appointments.

**Staff Contact:** Steven R. Wilcox

**6. LEGISLATIVE HEARING**

None.

**7. PUBLIC HEARING**

None.

**8. CITY BUSINESS**

***This Agenda Item has been moved to the March 28, 2022, City Council meeting.***

8.1 Medina Stormwater Infrastructure Update

**Recommendation:** Discussion and direction.

**Staff Contact:** Ryan Osada, Director of Public Works

8.2 Interim City Manager Update Overview

**Recommendation:** Discussion and direction.

**Staff Contact:** Stephen R. Burns, Interim City Manager

Interim City Manager Steve Burns gave an update city staffing and priorities. Areas of focus for priorities include management transition, public safety, infrastructure, information sharing with the community, employee morale and financial stability. Council asked questions and staff responded.

**ACTION:** Discussion item only; no action taken.

8.3 Management Transition Plan

**Recommendation:** Discussion and direction.

**Staff Contacts:** Personnel Committee: Councilmembers Adkins, Johnston, and Mayor Rossman

Mayor Rossman reported that the Personnel Committee did meet as per the direction at the February 14 City Council meeting and has provided a document for discussion in Executive Session.

Council moved into Executive for up to 30 minutes to discussion the flooring:

RCW 42.30.110(1)(g)

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

Council extended executive session for up to an additional 25 minutes.

Council adjourned executive session back into the regular meeting at 5:35 p.m.

**ACTION:** By consensus, Council directed the Personnel Committee to revisit the Personnel Committee recommendation for a more specific timing of meetings with a schedule to end by May 1, 2022 if possible under the meeting schedule. Council also agrees if additional single purpose meetings are necessary, they may be scheduled.

**9. INTERIM 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, the public comment period was closed.

**12. EXECUTIVE SESSION**

Council moved into executive session for up to 20 minutes to discuss:

RCW 42.30.140(4)(a)

Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

Council adjourned the executive session back into the regular meeting at 6:05 p.m.

**ACTION:** No action was taken following the executive session.

13. **ADJOURNMENT**

By consensus, Council adjourned the regular meeting at 6:05 p.m.

DRAFT



# MEDINA, WASHINGTON

## AGENDA BILL

March 14, 2022

**Subject:** Interlocal Agreement with City of Bellevue for Community Advocates for Resource and Education Services (CARES)

**Category:** Consent

**Staff Contact:** Acting Police Chief Jeffrey R. Sass

### **Summary:**

In early 2021 staff announced to Council that the American Rescue Plan Act has allocated \$918,735 to the City of Medina. 50% of the allocated funds will be distributed to the City in 2021 and 50% in 2022. The 2021 distribution will be on or around June 27, 2021. The deadline for expending all distributed funds is December 31, 2024.

At the September 13, 2021, City Council meeting, city staff noted the five eligible uses of the funding according to the American Rescue Plan Act:

1. Supporting the public health response by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
2. Replace lost public sector revenue to strengthen support for vital public services and help retain jobs.
3. Support immediate economic stabilization for households and businesses.
4. Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations.
5. Investing in infrastructure improvement, repairs, and replacement. Specifically:
  - a. Broadband, targeting rural and remote areas that have minimal access.
  - b. Water systems (our water system is owned and operated by the City of Bellevue).
  - c. Sewer systems, in two subcategories:
    - i. Wastewater (also owned and operated the City of Bellevue).
    - ii. Stormwater.

At that same meeting city staff identified four potential uses for Council to consider:

1. Maintain the City's inventory of personal protective equipment.
2. Indoor air quality testing of City Hall by an Industrial Hygienist and follow-up with the Hygienist recommendations.
3. Contract with Bellevue Fire Department's Bellevue CARES Program to address the medical and behavioral healthcare needs of our community.

Bellevue Fire offered to provide this service for three years (2022, 2023, and 2024) at \$28,000 per year.

Following a brief executive session, Council directed staff to include funding the Bellevue CARES Program contract for the years 2022, 2023, and 2024.

The attached contract is an Interlocal Agreement with City of Bellevue to provide Community Advocates for Resource and Education Services (CARES). The Interlocal Agreement for Bellevue CARES services to include but are not limited to advocates meeting with individuals and assessing their needs, case management, and facilitating the connection of individuals to community resources that may help with their needs.

**Attachment:**

- Interlocal Agreement with City of Bellevue for Community Advocates for Resource and Education Services (CARES)

**Budget/Fiscal Impact:** Budgeted for \$28,000 annually – using American Rescue Plan Act Funding (ARPA).

**Recommendation:** Approve.

**City Manager Approval:**



**Proposed Council Motion:** “I move to approve the Interlocal Agreement (ILA) with the City of Bellevue for Bellevue CARES services and authorize the City Manager to sign the agreement.”



THIS AGREEMENT FOR “CARES” SERVICES (“Agreement”) is made and entered between the CITY OF BELLEVUE, municipal corporation of the State of Washington (“Bellevue”), and the CITY OF MEDINA, a municipal corporation of the State of Washington (“Contracting City”), jointly referred to as the Parties.

WHEREAS, Bellevue’s Fire Department has established and maintains the Community Advocates for Resource and Education Services (hereafter “CARES”), a community outreach and assistance program; and

WHEREAS, the citizens of the Contracting City would benefit from a community outreach and assistance program; and

WHEREAS, Bellevue CARES program is capable, within reasonable limitations, of providing service to the geographical area of the Contracting City; and

WHEREAS, community outreach and assistance services help to reach a population who may otherwise engage first responders helping to keep first responders available for emergency calls; and

WHEREAS, substantial investigation and negotiation have occurred in an effort to determine a service fee which is equitable to both parties now and in the future; and

WHEREAS, the service fee established for the Contracting City and the method by which future service fees will be determined, as described herein, are acknowledged by both parties to be fair and equitable; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act set forth in chapter 39.34 of the Revised Code of Washington as each entity has the authority if it so chooses to establish a community outreach and assistance program;

NOW, THEREFORE, in consideration of the terms and provisions herein, the parties agree as follows:

1. **Service.** Bellevue shall furnish community outreach and assistance services (CARES services, including but not limited to advocates meeting with Contracting City’s residents, assessing their needs, case management, and facilitating the connection of individuals to community resources that may help with their needs. CARES services will be made available between the hours of 0800 and 1730. CARES services provided under this Agreement will be provided as practicable at substantially the same service level as those rendered to Bellevue. Bellevue shall furnish all personnel, training, supervision and facilities as necessary to provide CARES services. Bellevue shall not discontinue service to the Contracting City, except as provided under

this Agreement, unless there are circumstances beyond its control. Bellevue shall not be held liable by the Contracting City if Bellevue is not reasonably able to provide such services in unavoidable circumstances such as natural and/or manmade disasters.

2. Discretion Regarding manner of Providing CARES Services. In rendering CARES services, Bellevue shall have the sole discretion as to the manner and means to provide all CARES services. This shall include, but is not limited to, the personnel that will respond to each call for CARES services, complete discretion as to the order of response to calls, and shall be the sole judge as to the most expeditious, efficient and effective manner of sending advocates to meet Contracting City's residents, provided that the Contracting City shall have equal priority with Bellevue.

3. Dispatching for CARES Services. On behalf of the Contracting City's Police Department, the Northeast King County Regional Public Safety Communication Agency (NORCOM) may request dispatch of the Bellevue CARES 101 team, or equivalent, as available to the Contracting City's jurisdiction. Dispatched CARES services are for crisis assistance and potential follow up CARES services as may be necessary.

4. Fees. The Contracting City shall pay a fixed monthly subscription fee of \$500 to Bellevue for access to CARES services. In addition, the Contracting City shall pay to Bellevue \$913 per dispatched request originating from the Contracting City's Police Department through NORCOM for up to three calls per month. Each dispatched request after the third call each month shall be billed at a flat fee of \$1,163.00 per dispatched request.

After the first year of this agreement, the subscription fee and dispatch fees shall increase by the cost of inflation as calculated by the CPI-W Seattle-Tacoma-Bellevue. Bellevue shall invoice the Contracting City quarterly for the monthly subscription fee and all dispatched responses.

5. Dispute Resolution.

a. Process. The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in the Section 8 of this Agreement. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) calendar days from the date of the notice unless extended by mutual written agreement of the Parties.

b. Mediation. If a dispute cannot be resolved through direct discussions, either Party may request mediation. A mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his/her expertise with the nature of the matter in dispute and ability to facilitate settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.

c. Third Parties. In order for a third party to join in the mediation, such Party must be a city contracting with Bellevue under a contract substantially identical to this Agreement, and must declare its intent to seek mediation of substantially the same issues as the Contracting City, and must agree to share mediation costs in the manner prescribed herein.

d. Other Relief. In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

6. Contract Renewal and Termination. The initial term of this Agreement shall be from March 1, 2022, through December 31, 2022. If the parties agree in writing prior to December 1, 2022, this Agreement may be extended for an additional term of \_\_2\_\_year(s), to December 31, 2024. Either Party may terminate this Agreement by providing written notice of its intent to terminate at least 30 days prior to commencement of the final service year for which the service is to be provided. In the event such written notice is given, this Agreement shall terminate and be of no further force and effect on December 31<sup>st</sup> of such final service year. The Hold Harmless, Defense, and Indemnity provisions in Section Seven of this agreement shall survive termination or expiration of this Agreement.

7. Hold Harmless, Defense, and Indemnity. In performing its obligations under this Agreement, the Contracting City shall protect, defend, indemnify and save Bellevue, its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contracting City, its officers, employees or agents. In performing its obligations under this Agreement, Bellevue shall protect, defend indemnify and save the Contracting City its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Bellevue, its officers, employees or agents. In the event of liability for damages arising out of bodily injury or death to persons or damage to property caused by or resulting from the concurrent negligence of both parties, each Party's liability hereunder shall be only to the extent of each Party's

own negligence. Bellevue and Contracting City each agree that its respective obligation under this section extends to any claim, demand or cause of action brought by or on behalf of any of its employees. For this purpose, Bellevue and Contracting City, by mutual negotiation, hereby waive, as respects the other Party only, any immunity that would otherwise be available against such claim, demand or cause of action under the Industrial Insurance provisions of Title 51 RCW. The provisions of this section shall survive the termination or expiration of this Agreement.

8. This Agreement represents the entire and integrated Agreement between the Parties, hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by the authorized representatives of both Parties hereto.

9. Notice. All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class, postage pre-paid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:

a. Notices to the City shall be sent to:

City of Bellevue  
Fire Department Attn: Fire Chief  
PO BOX 90012  
Bellevue, WA9B009-9012

b. Notices to the Contracting City shall be sent to:

City of Medina  
Attention: Chief of Police  
501 Evergreen Point Road  
Medina, WA 98039

9. Compliance with State Laws. Bellevue and Contracting City shall comply with all applicable state, federal and local laws in carrying out the terms of this Agreement.

10. Assignment. No assignment or other transfer of any right or obligation under this Agreement shall be made by either Party, and any attempt to so assign or transfer such right or obligation shall be a breach of this Agreement and the assignment shall be of no effect.

11. Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected

thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

12. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

13. Effective Date. This agreement shall take effect after the execution of this agreement by the last party to sign.

IN WITNESS whereof, the Parties acting in their official capacities have herby executed this Agreement by affixing thereto the signature of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CITY OF MEDINA

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney



# MEDINA, WASHINGTON

## AGENDA BILL

Monday, March 14, 2022

**Subject:** Confirmation of Appointment to the Medina Planning Commission

**Category:** Consent

**Staff Contact:** Jessica Rossman, Mayor

### **Summary**

On March 3rd, Council Personnel Committee (Councilmember Mac Johnston and Mayor Jessica Rossman) and Planning Commission (Chair Laurel Preston and Vice Chair Shawn Schubring) interviewed three strong candidates for the vacancy of Planning Commission Position 3. The vacancy was created when Deputy Mayor Randy Reeves took office on the City Council.

The interview panel was provided with the MMC 2.28.010 regarding Planning Commission appointments, and Council Guidelines 3.5.2 regarding criteria for commission applicants.

The interview panel unanimously recommends Li-Tan Hsu for appointment to Planning Commission Position 3. The Mayor now asks Council to confirm that appointment, noting the following:

- Ms. Hsu has strong leadership experience in the Medina community, serving as PTA president at both the local elementary school and a local middle school.
- Ms. Hsu has experience with the Development Services Department, having built a house in Medina.
- Ms. Hsu is enthusiastic about the role and committed to attending meetings.
- Ms. Hsu is comfortable assisting with outreach during the Comprehensive Plan process. She believes in personal interactions, and in her PTA roles she has become very used to reaching out to people to understand their concerns. Her PTA experience has also built her a strong local network of people who may share their opinions with her.
- Ms. Hsu hopes to help the city be more inclusive of Mandarin-speaking residents, and also to help Mandarin-speaking residents better understand the city. She spoke in her interview about the importance of people understanding not only the city's rules, but also the purposes behind those regulations. She also described a Chinese cultural perspective on building code issues that is not currently included on Planning Commission.

**Budget/Fiscal Impact:** N/A

**Recommendation:** Confirm appointment.

**City Manager Approval:** 

**Proposed Council Motion:** "I move to approve confirmation of the Medina Personnel Committee's recommendation."



# MEDINA, WASHINGTON

## AGENDA BILL

Monday, March 14, 2022

**Subject:** Permanent Supportive Housing and Transitional Housing

**Category:** Public Hearing

**Staff Contact:** Stephanie Keyser, Planning Manager

### **Summary**

Recently adopted E2SHB 1220 (“Bill”; effective July 25, 2021) impacts cities in two ways: (1) it eliminates zoning barriers related to the provision of certain types of affordable, transitional, supportive and emergency housing in various zoning classifications; and (2) it requires cities to plan for and accommodate these housing types in their next Comprehensive Plan update to the extent applicable to their zoning classifications. Tonight’s Ordinance and Council action concerns and addresses only the first impact as to operation of permanent supportive housing facilities and transitional housing facilities.

Specific to Medina, the Bill requires cities to allow the development and operation of permanent supportive housing (PSH) facilities and transitional housing (TH) facilities in all land use zoning districts where residential dwellings and/or hotels are allowed. Medina does not allow hotels, but does allow residential dwellings in every zoning district. Thus, the State law requirements must be adopted and addressed in the Medina Municipal Code (which is tonight’s action), and later in Medina’s forthcoming Comprehensive Plan update. From the viewpoint of historical precedent, compliance with the Bill is similar to the late 1980’s when State laws were adopted requiring cities to accommodate adult family homes and adult day care homes.

PSH and TH facilities are not walk-up shelters. That type of service is aligned with emergency shelters which are not permitted in Medina. In addition, residents of PSH and TH facilities are pre-screened and referred by their caseworker—they are individuals who are already in the system receiving services and who are deemed capable of paying rent and abiding by a code-of-conduct that can result in eviction if not followed. The purpose of PSH facilities is to provide permanent housing, while the purpose of TH facilities is to enable their residents to subsequently move into permanent housing.

If a PSH or TH facility purchased property in Medina, it would need either to remodel the existing structure on the site or demolish it and rebuild. Both scenarios would require a complete building permit review, analysis and decision, as well as compliance with the underlying zoning district in which it was located (e.g., compliance with setbacks, height, structural coverage, impervious surface coverage, noise, parking, stormwater connection, trees and all other zoning attributes). City staff is not aware of any non-profit or other organization that is considering Medina as a location to site a PSH or TH facility.

At its February 14<sup>th</sup> meeting, Council discussed the draft proposed amendments, asked questions, and gave direction to Staff. The draft presented tonight has been updated with minor

edits for clarification and incorporates new information conveyed to Staff by the Department of Commerce (Commerce) based on its review of the previous draft. The new information obtained from Commerce is summarized below:

- **Issue: Can Medina Reduce the Maximum Number of Residents in any Facility from 8 to 6?** Commerce agreed that it would be reasonable for Medina to reduce the maximum allowed number of residents for any PSH or TH facility to 6. The draft regulations presented tonight have been updated to reflect this.
- **Issue: Can Medina Set a 1,000-Foot Buffer to Keep PSH and TH Facilities Away From Schools?** The City cannot be more restrictive as to PSH and TH facilities than the City is with churches. RCW 35.21.915(1) provides that “A religious organization may host the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings.” St. Thomas Church is on the same parcel as St. Thomas School, and the Church is allowed to host the homeless per the statute just cited; there is no buffer separating it from the School. In addition, adult family (i.e., group) homes and family day cares are also allowed in Medina without any kind of buffer. For these reasons, no buffer is proposed in the draft regulations.
- **Issue: When Will Medina Know How Many PSH/TH Facilities it Must Plan For?** This question arises under amended RCW 36.70A.070(2)(a)(ii) and pertains in large part to the future comprehensive planning aspect of this topic. Staff believes it will likely take until September for Commerce to complete its determination of each county’s housing need, whereupon it will be up to each county to assign to the cities in their jurisdiction the sufficient number of facilities needed to accommodate each city’s projected housing need.

Commerce also commented on the ½ mile distance between PSH and TH facilities that was included in the first set of draft regulations. Commerce recommends removing this requirement from the draft regulations because many housing organizations operate both transitional and permanent supportive housing out of the same building. However, the Bill specifically allows cities to impose “reasonable occupancy, spacing and intensity of use requirements” between PSH and TH facilities within a city (this language is codified at RCW 35A.21.430). A ½ mile distance between facilities is consistent with PSH/TH regulations adopted by other jurisdictions. For these reasons, the ½ mile distance between facilities remains part of tonight’s proposed regulations.

Finally, the proposed draft code with minor amendments is still consistent with Planning Commission’s recommendation. Those amendments have been reviewed by the City Attorney’s Office and are in line with regulations in other jurisdictions.

### **Attachments:**

1. Ordinance 1008 - Permanent Supportive Housing and Transitional Housing
2. Permanent Supportive FAQ’s
3. Good Neighbor Agreement Examples
  - a. Portland, Oregon – Findley Commons
  - b. Portland, Oregon – Transition Projects Shelter
  - c. Oregon – Homeless Leadership Coalition Good Neighbor Agreement Template
  - d. Bellevue, Washington – Congregations for the Homeless



**Budget/Fiscal Impact:** N/A

**Recommendation:** Adopt.

**City Manager Approval:** 

**Proposed Council Motion:** "I move to adopt Ordinance No. 1008."

Time Estimate: 45 minutes

## ATTACHMENT 1

## Ordinance No. 1008

## MEDINA CITY COUNCIL

**AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, AMENDING PORTIONS OF TITLE 16 OF THE MEDINA MUNICIPAL CODE INCLUDING MMC CHAPTERS 16.12, 16.21, AND 16.31 TO IMPLEMENT E2SHB 1220 AND ALLOW PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING FACILITIES IN ALL LAND USE DISTRICTS WHERE RESIDENTIAL DWELLINGS ARE ALLOWED AND MAKING OTHER RELATED CHANGES FOR CONFORMANCE AND CONSISTENCY WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, in 2021, the Washington State Legislature enacted Engrossed Second Substitute House Bill 1220 (E2SHB 1220, effective July 25, 2021), which requires Washington municipalities, including the City of Medina, to (1) implement, allow and regulate the development and operation of permanent supportive housing and transitional housing facilities in all land use districts where residential dwellings are allowed; and (2) to plan for and accommodate various affordable, supportive, transitional and other housing types in the next Comprehensive Plan update to the extent applicable in the municipality's zoning classifications; and

**WHEREAS**, the purpose of this Ordinance is to address the first topic above—development and operation of permanent supportive housing and transitional housing facilities in each of the City's zone districts where residential dwellings are allowed; and

**WHEREAS**, the City of Medina allows residential dwellings in each of the City's zoning districts; and

**WHEREAS**, existing Comprehensive Plan Goal H-G2 directs the City to explore affordable housing opportunities; and

**WHEREAS**, the Medina Planning Commission reviewed and evaluated proposed amendments to the Medina Municipal Code (MMC or Code) that would implement, allow and regulate the development and operation of permanent supportive housing and transitional housing in the City's residential land use districts; and

**WHEREAS**, the City published a legal notice in the Seattle Times on November 22, 2021 for a virtual public hearing before the Planning Commission to solicit and receive public testimony regarding the proposed amendments; and

**WHEREAS**, the Planning Commission duly held a public hearing on December 14, 2021 for that purpose; and

**WHEREAS**, after considering staff recommendations, hearing public comment and reviewing the record, the Planning Commission voted to recommend approval of proposed amendments to the City Council for review in 2022; and

**ATTACHMENT 1**

**WHEREAS**, the City provided a Notice of Intent to Adopt code amendments required by E2SHB 1220 to the Washington State Department of Commerce (Commerce) in accordance with RCW 36.70A.106 and MMC 16.81.070 on December 17, 2021; and

**WHEREAS**, a State Environmental Policy Act (SEPA) environmental checklist was prepared for the proposed amendments and a Determination of Non-Significance (DNS) was issued thereon on December 20, 2021; and

**WHEREAS**, the City Council duly held two public meetings to consider and review the proposed amendments; and

**WHEREAS**, the City published a legal notice in the Seattle Times on February 17, 2022 for a virtual public hearing on March 14, 2022 before the Medina City Council to solicit and receive additional public testimony regarding the Planning Commission's recommendation on the proposed amendments and additional changes and amendments thereto; and

**WHEREAS**, the City Council has considered and reviewed the proposed amendments, City Staff recommendations, and public testimony, and hereby finds that the amendments reflected and set forth herein are consistent with the requirements of E2SHB 1220 and the Medina Comprehensive Plan, will enhance the public health, safety and welfare, and will advance the public interest; and

**WHEREAS**, the City Council therefore desires to amend the existing MMC sections and chapters as set forth in this Ordinance.

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

**Section 1. Findings.** The City Council adopts the foregoing recitals as its findings and conclusions concerning the matters described therein, also intending thereby to provide a record of the facts, issues, and process involved in this consideration.

**Section 2. Amendment to MMC Section 16.12.170.** Section 16.12.170 of the Medina Municipal Code is amended to read as follows:

**16.12.170 "P" definitions.**

"Parcel." See definition of "lot."

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

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

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

## ATTACHMENT 1

“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.

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

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

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

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“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.

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“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:

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

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

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

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

**Section 3.** Amendment to MMC Section 16.12.210. Section 16.12.210 of the Medina Municipal Code is amended to read as follows:

**16.12.210 “T” definitions.**

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

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

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

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

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

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“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.



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

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

**Section 4. Amendment to MMC Section 16.21.030.** Section 16.21.030 of the Medina Municipal Code is amended to read as follows:

**16.21.030 Use table.**

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

**Table 16.21.030: Land Use Table**

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
<b>Residential Uses</b>						
Accessory Dwelling Units	P	P	P	P	P	P
Accessory Recreational Facilities	A	A	A	A	A	A
Accessory Recreational Facilities – Minor	L	L	L	L	L	L
Accessory Uses – On-Site	P	P	P	P	P	P
Accessory Uses – Off-Site	L	L	L	L	L	L
Adult Family Home	L	L	L	L	L	L
Detached, Single-Family Dwelling	P	P	P	P	P	P
Family Day Care Home	L	L	L	L	L	L
Manufactured Home	L	L	L	L	L	L
<u>Permanent Supportive Housing</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>
<u>Transitional Housing</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>
<b>Nonresidential Uses</b>						
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

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Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
Historical Use	H				H	
Home Business	L	L	L	L	P	P
<b>Public and Institutional Uses</b>						
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
<b>Shoreline Uses</b>						
See Chapter 16.62 MMC for a list of uses within the shoreline jurisdiction.						
*See MMC 16.21.020 for explanation of “P,” “L,” “A,” “SU,” “CU,” and “H.”						

**Section 5.** Amendment to MMC Chapter 16.31. Chapter 16.31 of the Medina Municipal Code is amended to add new Section 16.31.060 and read as follows:

**Chapter 16.31**

**LIMITED USES**

Sections:

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

**ATTACHMENT 1****16.31.010. Home business.**

- A. *Permissive use.* A home business is permitted within a single-family dwelling provided it meets all the standards and requirements of this section. Home business is defined in MMC 16.12.090. Activities not able to meet all the standards and requirements of this section may be performed in non-residential zone districts of the city if otherwise allowed under the MMC.
- B. *Standards.* Every home business shall meet the following standards:
1. The home business shall be clearly incidental and secondary to the use and function of the single-family dwelling as a residence.
  2. All external indications of or impacts from a home business shall be compatible with the residential character and nature of the neighborhood.
  3. The home business shall not cause or result in material changes in neighborhood safety, traffic, number or frequency of vehicle trips, parking demand or parking requirements.
  4. The following are prohibited in connection with a home business: signs; noise; smoke or odors detectable outside the dwelling; retail trade; pickup and delivery; external structure modifications; and exterior lighting.
- C. *Requirements.* Every home business shall meet the following requirements:
1. The home business shall be located and operated wholly within the single-family dwelling.
  2. No more than one person may be employed who is not a family member residing in the residence.
  3. Any employee, client(s) and family members shall use off-street parking exclusively.
  4. Not more than two vehicles owned or operated by an employee and/or a client shall be parked on the premises at any time.
  5. All required local, regional, state, and federal permits and licenses shall have been obtained and shall be current and valid.
  6. All required permits and authorizations for the dwelling structure and other attributes of the property and premises shall have been issued by the city and be in current compliance with the Medina Municipal Code.
- D. *Exclusions.* The following activities are not allowed as a home business:
1. Storage, receipt or transfer of equipment, materials, and commodities.
  2. Stables, kennels, or husbandry of animals; any activities involving any exotic animal or farm animal; activities that are not permitted by MMC chapter 6.04.
  3. Agriculture farming and sales activities.
  4. Vehicle repair, automobile detailing or automotive servicing activities.
  5. Production or storage of any hazardous waste or substance.
  6. Any nonconforming use, however or whenever established.

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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.

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

**16.31.040. Automobile-related service uses.**

This section establishes the development criteria that apply to automobile-related service uses, including accessory uses.

- A. The minimum setbacks for buildings and structures shall be as follows:
1. From front property lines: 30 feet;
  2. From rear property lines: 30 feet;
  3. From side property lines: 15 feet, except where the lot abuts a residentially zoned property, then the minimum setback shall be 30 feet.
- B. Requirements for parking.
1. Minimum off-street parking shall be provided as follows:
    - a. One space for each employee on duty at any time; plus
    - b. One space for each 1,000 square feet of the gross floor area of the principal building; and
    - c. Six spaces for vehicle storage, which may be covered or uncovered;
  2. At least one additional off-street parking space per building shall be provided and designated as a load/unload area;
  3. Design standards for parking spaces:
    - a. Spaces may be covered or uncovered;
    - b. Minimum 250 square feet of surface area per parking space;
    - c. Spaces shall be improved with an all-weather surface such as asphalt or concrete, but not gravel, and shall include facilities for surface water runoff;
    - d. Spaces shall be arranged and marked in a manner that does not impede access to the lot;
    - e. For parking design requirements, refer to Chapter 16.39 MMC, Parking.
- C. Minimum landscaping and screening requirements.
1. Where the automobile-related service use abuts along residentially zoned property, either a six-foot in height fence, or solid landscape screening pursuant to MMC 16.30.070 shall be installed such that the service is concealed year-round from the abutting residential lots;
  2. Where the automobile-related service use abuts public street right-of-way, the following shall apply:
    - a. At least 30 percent of the frontage abutting the street shall be vegetated with plantings including shrubs and undergrowth plantings; and
    - b. Frontage plantings shall comprise a minimum of 60 percent native vegetation, or well-adapted drought-tolerant vegetation where site conditions are appropriate for establishment and long-term survival; and
    - c. The height of the vegetation shall be maintained in a manner that does not obscure clear views for traffic safety.
- D. Access requirements.

**ATTACHMENT 1**

1. Access to an automobile-related services use shall be restricted to marked driveways at locations approved by the city engineer as appropriate to ensure safe and efficient traffic movement;
  2. Driveway entrances shall not exceed 35 feet in width for each 60 feet of street frontage.
- E. Allowances for signage shall be pursuant to MMC 16.30.020.
- F. Automobile storage is allowed; provided, that:
1. The use is accessory to a principal automobile-related service use on the same lot;
  2. The number of motor vehicles parked on the property shall be limited to what can be accommodated under cover or in marked off-street parking, or loading spaces;
  3. No motor vehicle shall be parked that is:
    - a. Exposed in a partly disassembled or significantly damaged condition;
    - b. Exposed for more than 30 days unless the exposure time is interrupted by periods of at least ten consecutive days; and
    - c. Parked, including trailers, for display to sell, rent, or as a prize.
- G. Operation and displays shall meet the following requirements:
1. All operation and displays, including those of merchandise, shall be within an approved structure, except those directly required to dispense gasoline, water, air, and motor oil;
  2. No accumulation of tires or other automotive materials outside approved structures is permitted; and
  3. Trade-inducing prizes shall be deemed merchandise.

**16.31.050. Commercial horticulture, truck gardening, and agriculture uses.**

This section establishes the development criteria that apply to commercial horticulture, truck gardening and agriculture uses, including accessory uses.

- A. Structures may include, but are not limited to, such uses as hot houses, greenhouses, storage sheds, heating plants, and similar accessory uses associated with horticulture, truck gardening, and agriculture uses.
- B. Agriculture uses shall exclude farm animals and exotic animals, and shall exclude using, keeping, harboring, breeding, raising or farming any animals, and shall exclude farming of marijuana including the growth of marijuana in a residential medical marijuana cooperative as described in RCW 69.51A.250 and defined in MMC 20.12.140, notwithstanding any state license or other recognition pursuant to RCW Title 69.
- C. Commercial horticulture, truck gardening, and agriculture uses shall exclude marijuana uses, as defined in MMC 16.12.140.
- D. Any retail sales activity arising out of the commercial horticulture, truck gardening and agriculture uses shall be limited to the sale of products, in season, grown upon the property.

**16.31.060 Permanent supportive and transitional housing facilities.**

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

## ATTACHMENT 1

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

B. Permanent supportive and transitional housing facilities are limited to a maximum of six (6) residents at any one time, plus up to four resident staff.

C. Permanent supportive and transitional housing facilities must be a 24-hour-per-day facility where rooms or units are assigned to specific residents for the duration of their stay. Transitional housing facilities shall require a minimum length stay of 72-hours.

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

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

F. Prior to the start of operation for a permanent supportive housing or transitional housing facility, an occupancy agreement shall be submitted to the City meeting the following requirements. The City shall review and determine that the occupancy agreement meets the following requirements to the City's satisfaction before approving the occupancy agreement.

1. Property owners and/or facility operators shall use and enforce the occupancy agreement approved by the City.
2. The occupancy agreement shall include but is not limited to the following:
  - a. Names and contact information for onsite staff. The facility operator shall notify the City of each staff change(s) within seventy-two (72) hours.
  - b. Description of the services to be provided onsite.
  - c. Description of the staffing plan including the following:
    - i. Number, function, and general schedule of staff supporting residents and operations
    - ii. Staff certification requirements
    - iii. Staff training programs
    - iv. Staff to resident ratios
    - v. Roles and responsibilities of all staff

## ATTACHMENT 1

- vi. The name and contact information for at least one organization member located off-site.
- d. Rules and/or code of conduct describing resident expectations and consequences for failing to comply. At minimum, the code of conduct shall be consistent with state law prohibitions and restrictions concerning the following:
  - i. Possession and use of illegal drugs onsite
  - ii. Threatening or unsafe behavior
  - iii. Possession and use of weapons
- e. A fire safety plan reviewed and approved by the Bellevue Fire Department confirming fire department access.
- f. A safety and security plan reviewed and approved by the Medina Police Department including protocols for response to the facility and to facility residents throughout the City. The safety and security plan shall establish a maximum number of permitted Medina Police Department response calls to the facility. Any Medina Police Department call(s) to the facility exceeding the maximum threshold established in the safety and security plan shall be considered a violation of this chapter and the facility operator will be fined in accordance with MMC 1.12.110.
- g. A plan for avoiding potential impacts on nearby residences including a proposed mitigation approach (for example, a *Good Neighbor Agreement Plan*) that addresses items such as noise, smoking areas, parking, security procedures, and litter.
- h. Description of eligibility for residency and resident referral process.

**Section 6. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener and clerical errors, references, ordinance numbering, section/subsection numbering and any references thereto.

**Section 7. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

**Section 8. Effective Date.** This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after such publication.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 14<sup>TH</sup> DAY OF MARCH, 2022 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 14<sup>TH</sup> DAY OF MARCH, 2022.**



**ATTACHMENT 1**

\_\_\_\_\_  
Jessica Rossman, Mayor

Approved as to form:  
Ogden Murphy Wallace, PLLC

Attest:

\_\_\_\_\_  
Scott M. Missall, City Attorney

\_\_\_\_\_  
Aimee Kellerman, City Clerk

PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.:



## Frequently Asked Questions<sup>1</sup>: Permanent Supportive Housing and Transitional Housing Proposed Amendments

### Background

#### **Q: Why is the City amending the code?**

A: In 2021, **E2SHB 1220** was signed by the Governor. This bill eliminated certain zoning barriers related to the provision of emergency housing. Specifically, *cities shall not prohibit transitional housing or permanent supportive housing in any zones in which residential units or hotels are allowed* (35A.21 RCW; 35.21 RCW). While Medina does not allow hotels, residential units (houses) are allowed in every zoning district.

#### **Q: Must the City amend the code?**

A: E2SHB 1220 amended the state code. Even if Medina chose not to adopt any amendments, these facilities are allowed in the city right now. At minimum, the City needs to update the use table ([MMC 16.21.030](#)) and add definitions. Although this provision is still new, staff has reviewed what other cities are doing (those that have already adopted something) and have proposed a new code section to provide protection for existing residents while not going beyond the intention of the new law.

#### **Q: What is Permanent Supportive Housing and Transitional Housing?**

A: Permanent Supportive Housing and Transitional Housing pairs subsidized housing with case management and supportive services. These programs are a proven solution to chronic homelessness. It has been shown to help people experiencing chronic homelessness not only achieve long-term housing stability, but also improve their health and well-being. These facilities have helped decrease the number of chronically homeless individuals nationally by eight percent since 2007. They offer wrap around services to foster housing stability, which may include case management, counseling, behavioral health supports, medical services, and meals; the types of services an individual receives will vary.

#### **Q: What is the difference between these and homeless shelters?**

A: Permanent Supportive Housing and Transitional Housing provide the safety and stability of a place to call home. Privacy. A door that locks. Their own bed to sleep in every night. A bathroom. A shower that doesn't require signing up for a time slot. Ready access to health and behavioral health treatment and services and a case manager to help navigate community systems. Studies show these elements create a base to begin to rebuild lives. Persons referred to these facilities will also have been screened and assessed to aid in their housing placement, and persons who are referred to housing have often undergone some amount of stabilization whereas persons

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<sup>1</sup> This FAQ sheet is a combination of Medina-specific questions and information from King County's Health Through Housing FAQ

entering shelter may be coming directly from an institution like a hospital and will not always have been screened prior to seeking shelter.

### **General**

***Q: I've heard about what's happening in Kirkland with King County's purchase of La Quinta Inn. Is this going to happen in Medina?***

A: It's helpful to remember that Kirkland is a larger, traditional city with residential, office, commercial, institutions, industrial, and parks zoning districts. To address chronic homelessness on a countywide scale, King County has been identifying potential properties for their Health Through Housing (HTH) program. They have specifically been looking at hotels because the hospitality industry was one of the hardest hit financially from COVID. The hospitality industry still has not rebounded and hotels are for sale at lower-than-normal prices. This has allowed King County to take advantage of the moment to acquire properties both for immediate use and as future development properties. Kirkland's La Quinta Inn is an existing structure that can quickly be renovated to meet the needs of King County's program. There are no existing hotels in Medina, nor can a hotel ever be built here.

***Q: How many facilities will Medina be required to have?***

A: While the law requires cities to site a sufficient number of permanent supportive housing and transitional housing, we don't know what Medina's number is yet. The Department of Commerce will establish county-wide totals, likely by fall of 2022. It will then be up to the county to assign each city their number.

***Q: What will these facilities look like?***

A: They are residential facilities, so they will look like a house. The zoning code will restrict the height, size, and setbacks of any facility.

***Q: Can we require a 1,000-foot buffer away from schools?***

A: It is again helpful to remember that the area of Medina is over four times smaller than Kirkland and over seven times smaller than Bellevue. Imposing a buffer of 1,000-feet severely limits the availability of siting one of these facilities, which would put the city at risk of being noncompliant with the state law. Additionally, the City is unable to be more restrictive with these facilities than with churches. [RCW 36.01.290](#) allows churches to host the homeless. St. Thomas Church is on the same lot as St. Thomas School; therefore, we cannot create a buffer that would be in violation of RCW 36.01.290.

***Q: What about sex offenders, the mentally ill, and drug addicted?***

A: There are already state requirements for sex offenders living within close proximity to schools. Mental illness and drug addiction are not limited to the homeless. Outside of what's already in the state law, cities are unable to place limitations on the type of individuals that reside in these facilities.

***Q: Who would run these facilities?***

A: Non-profit organizations

***Q: Are you aware of any of these facilities that want to come into the City now?***

A: No. The purpose of adopting this code is not only to be in conformance with the new state law, but to be proactive and have something in place in the event one of these facilities does come into the City. Just as adult family homes and family day care homes are permitted in Medina, now too are permanent supportive housing and transitional housing.

**Resident Roles and Responsibilities*****Q: What are the residents' responsibilities?***

A: Each prospective resident receives an individual assessment prior to placement. Each resident must sign a code of conduct agreement, not dissimilar from a lease agreement in that it spells out the rules and obligations for tenancy. Each resident will pay a portion of their income, whether social security, disability, or veterans' benefits. Given that all tenants are very low-income, payment of a portion of their income represents a substantial investment in their housing.

***Q: Will there be rules for behavior for residents?***

A: Rules will vary by provider, but in general, these sites have a code of conduct that is agreed upon at the time of entry. Residents are required to comply with the terms of the agreement or risk eviction. These cover expectations for things such as rent responsibility, visitors, interpersonal behavior, etc. The rules are balanced with the recognition that people experiencing chronic homelessness will often require support as they transition into housing and adjust to a living situation with rules. The core principle behind housing first is that stable housing creates the foundation that makes it possible to address other needs.

**Operations*****Q: Is the onsite staffing plan?***

A: The facilities will have 24/7 staffing. The actual staffing plan will be dependent upon the service provider but will include onsite case management and access to health and behavioral health treatment and services.

***Q: How long can a resident stay?***

A: Permanent Supportive Housing facilities have no limit on the length of stay while Transitional Housing facilities are limited to 24-months, however that may be extended if the program is limited to tenants of a specific age range, or the program is intended for tenants in need of time to complete and transition from educational or training services. There will be onsite services, including housing counseling, so that residents who are able and want to move-on to other permanent housing receive the support to do so, opening up their unit for another person to use.

***Q: Will residents have restrictions on access to come and go from the facility?***

A: These facilities are intended to be their home and they will come and go as anyone would from their own home. Access by non-residents of the facility may be limited or restricted by the operator's guest policy.

***Q: What about guests or couch surfing?***

A: Residents can invite family and friends to visit their home. There will likely be a guest policy in place however residents cannot invite others to move in. Staff will know who lives there and who does not. Only those who have been assessed and approved for residency will be allowed to live there.

***Q: How will you keep residents and businesses safe?***

A: Safety of residents and surrounding neighbors is critically important. Living unsheltered and outside is life-threatening, and one of the most important functions of these facilities is to bring at-risk and chronically homeless residents into safer places. To be clear, King County does not subscribe to stereotypes that depict persons experiencing homelessness as dangerous. Do some people who are homeless use or abuse substances? Yes, but so do millions of people across the country who struggle with addiction in the privacy of their own homes. The same is true for people experiencing a mental illness or living with some sort of life trauma. These challenges by no means are restricted only to those who are homeless. For these tenants, the expectation is that residents will abide by the code of conduct and if they can't or won't, they will have to leave.

***Q: What will be enforcement strategies from illegal activities in units or the surrounding area?***

A: The code of conduct pertains to the individual unit, the shared spaces in the housing project and the immediate vicinity of the housing site. Regarding the surrounding area, the onsite operator will be responsible for ensuring there are no illegal activities in the surrounding premises by residents. Failure to abide by the code of conduct and the rules governing the housing means the resident will lose their apartment. The Good Neighbor Agreement will also likely include some discussion around expectations for the surrounding area.

***Q: What services will be provided to residents asked to leave/lose their apartments?***

A: Transition services will be provided to any tenant needing a different housing or shelter option. The operator will work with the County to identify an appropriate alternative placement.

***Q: Will there be security?***

A: All facilities will have 24/7 staffing. Permanent supportive housing buildings elsewhere in the county all have staff awake, alert and on duty around-the-clock.

***Q: Will drug and/or alcohol use be permitted in the individual units?***

A: Substance use that is legal in anyone's home will be legal in these homes. The onsite agency staff will directly engage anyone exhibiting problem behaviors due to substance use and offer treatment services. The provider will have the goal of preserving housing stability while offering immediate access to treatment and clear direction as to what is and isn't acceptable behavior. However, anyone who is unable to abide by the code of conduct and continuously

disrupts housing for the other residents is at risk of expulsion. If that becomes necessary, case managers would work directly with the tenant to try to find a different housing situation that might be a better fit.

***Q: Is this a safe injection site?***

A: No. Permanent Supportive Housing and Transitional Housing facilities create homes; they are not safe injection sites.

***Q: Are there background checks on the tenants in the facilities?***

A: It is important to note that the individuals moving in to one of these facilities are all enrolled in the Homeless Management Information System (HMIS). Some will also be enrolled in the Veterans data system. Some will be enrolled in the Behavioral Health information system. They are not strangers to housing and human services. No one walks up and gets assigned a room and there are no walk-ins, ever. The assessment between case manager and prospective tenant will determine the most appropriate location. Any state or local laws, requirements, or restrictions in place for tenants in nearby houses in the same area will pertain to these facilities' residency as well. This would include sex offender registration and any exclusions to tenancy required in law. The goal is for the tenants to be successful in housing and for the housing to fit in the neighborhood.

***Q: If the goal is to help people transition into stability, what is the pathway to this goal?***

A: Housing stability is defined as not returning to homelessness. Therefore, if individuals move from chronic homelessness into these facilities, the program will have achieved success on that goal. As appropriate or as requested, onsite case managers will work with residents who want to move on to another type of housing once they have achieved improved health and stability. An example might be a person who stabilizes in a HTH hotel (such as what is being proposed in Kirkland) who wants to move to an apartment with a kitchen. As the program name emphasizes, access to healthcare is a key component of a person's overall health and wellness, and we know that people who do not have housing are profoundly challenged in accessing and benefiting from healthcare. This program will house people and then provide onsite and accessible services to help them gain health and stability.

***Q: Do you anticipate a high turnover rate?***

A: No, because this is creating homes, not shelter. For comparison, during 2020, according to the King County Regional Homelessness Authority System Performance data, 97 percent of households remained in permanent supportive housing.

## Attachment 3a

## Findley Commons Good Neighbor Agreement

### 1. Background

- a. This Good Neighbor Agreement (GNA or Agreement) was developed with the following parties/stakeholders: Joint Office of Homeless Services (JOHS), Do Good Multnomah (DGM), St. Mark's Evangelical Lutheran Church (SMELC) and South Tabor Neighborhood Association (STNA).
- b. The Good Neighbor Area is the area comprising the Findley Commons housing development (FC), located at the north end of the parking lot of the Saint Mark's Evangelical Lutheran Church, 5415 SE Powell Boulevard and the adjacent neighborhood encompassing Powell Boulevard to the south, Woodward Street to the north, 52nd Avenue to the west and 56th Avenue to the east. A map is included as part of this Agreement for reference.
- c. Findley Commons is a key component of the A Home for Everyone Strategy adopted by the Multnomah County Board of Commissioners & the City of Portland and implemented by the Joint Office of Homeless Services, with the goal of reducing homelessness in Multnomah County.
- d. Services at the FC will include permanent, supportive multi-dwelling residential housing for underserved Veterans, including Veterans of color, women, and extremely low-income Veterans, as well as on-site clinical, case management and peer support services staffed by at least four (4) full-time staff employees.
- e. Participants to this Agreement include the residents and staff of the FC and all nearby residential neighbors, including those represented by the STNA, and the staff and members of the SMELC. Any future tenant of the currently vacant adjacent business located at 5441 SE Powell (formerly An Dong Asian Market), also will be invited to be a participant to this Agreement.
- f. Participants in this Agreement may experience unintended impacts due to this housing development. The purpose of this Agreement is to identify ways for community stakeholders to work together to address those impacts as well as to be good neighbors in support of residents and guests. However, this Agreement is not expected to resolve all issues facing the local community.
- g. Inherent in this Agreement is the assumption of certain basic rights. These include:
  - i. All residents, businesses, agencies, and property owners within the Good Neighbor Area (neighbors), residents, and FC staff have a right to personal

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safety.

- ii. All neighbors, residents, and FC staff have a right to safe and quiet enjoyment of their properties and public spaces.
- iii. Participants in this Agreement specifically support the rights and success of residents to be safe, to access services, and to meet their basic needs.

**h. Legal status of Agreement**

- i. All participants are committed to maintaining the safety and livability of the area. It is to this end that all participants signing below enter into this Good Neighbor Agreement. All participants understand that this Agreement is NOT a legally binding contract and is not intended to be by the participants. Further, all participants acknowledge that they have been advised and given time to present this document to independent counsel for review.

**2. Goals****a. Participants hope to work together toward the following goals:**

- i. Initiate and maintain open and transparent communications and understanding among the parties in order to be proactive and ready to respond if concerns arise.
- ii. Develop clear expectations and procedures for resolving problems.
- iii. Enhance neighborhood safety and livability and promote access to services.
- iv. Foster positive relationships between residents and staff of FC and its neighbors, either directly or through the STNA.
- v. Welcome people into the community.

**3. All-party agreements**

- a. Participate in the Agreement
- b. Jointly and directly address immediate issues that arise in the Good Neighbor area as quickly as possible through collaborative problem-solving. The first line of communication will be one-on-one via in-person conversation, telephone call, or



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email with the designated FC point of contact as noted in section 7.a below.

- c. Maintain and enhance the good working relationships that already exist between the JOHS, DGM, and community members.
- d. Use and promote direct, respectful, and civil communication.
- e. Encourage a sense of safety, welcome, and investment in the neighborhood.
- f. Report suspected criminal or suspicious activity occurring on FC property to the DGM contact person on duty, unless the situation involves an emergency that poses an immediate threat to public safety, in which case call 911.
- g. Report suspected criminal or suspicious activity within the Good Neighbor Area to either the police non-emergency number or 911 if the situation involves an emergency that poses an immediate threat to public safety. If the source of the problem is a person who appears to be in mental distress, is intoxicated or drug affected, is without an apparent weapon, is not behaving violently or threatening violence to others or is suicidal, consider requesting assistance from Portland's Street Response Team, if available.

**4. Do Good Multnomah agreements**

- a. Provide adequate services, staffing and property management support for residents of Findley Commons seven (7) days a week.
- b. Provide participants in this Agreement with updated contact information if there are any changes to key staff or organizational leadership.
- c. Establish and maintain a 24/7 phone number that community members can use to directly communicate questions and/or concerns relating to Findley Commons.
- d. Provide residents of Findley Commons with access to supportive services to help support and educate residents on tenant rights and following lease and Good Neighbor Agreement expectations. Work with neighbors, STNA, residents and property management to address any issues affecting the Good Neighbor Area.
- e. Encourage residents to be good neighbors by keeping the FC property free from litter.
  - i. Provide education and resources to FC residents to prevent littering and encourage recycling as much as possible.

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- ii. Provide opportunities such as voluntary litter patrols (possibly through the “Adopt One Block” program) for residents to assist in reducing litter around the perimeter of FC, including the nearby sidewalks.
  - iii. Assign staff to pick up litter around the perimeter of FC if voluntary opportunities are not sufficient to keep the area free from litter, including cigarette butts.
  - iv. Provide adequate, secure trash disposal and recycling containers on-site as needed.
- f. Minimize the impact on nearby neighbors of smoking by residents, volunteers, and staff.
  - i. Provide and enforce smoking of all substances only in the designated smoking area located on south side of the building that will have the least impact on residents and neighbors.
  - ii. Encourage and incentivize smoking in areas as far away as possible from neighboring properties. (For example, provide comfortable seating and fireproof cigarette disposal containers only in these designated areas.)
  - iii. Post “No Smoking” signs in conspicuous locations at/near other outdoor gathering areas where smoking is not allowed.
- g. Minimize the impact on nearby neighbors by parking in designated parking spots in front of the building whenever possible. Overflow parking on nearby streets (primarily 54th and 55th Avenues) must comply with the City of Portland’s regulations detailed in Portland City Code Chapter 16.20 “Public Right of Way Parking.”
- h. Observe City of Portland noise ordinances for all Do Good supported events as detailed in City Code Chapter 18 in all respects, with particular emphasis on permissible noise levels between 10 PM and 7 AM.
- i. Minimize the impact on nearby neighbors by discouraging the use of harmful herbicides and encouraging the use of ecologically safe products by those who will be providing landscape maintenance of the FC property.
- j. Encourage FC residents to have a sense of ownership in the community.
  - i. Support positive interactions between residents and other neighbors and encourage residents to share information about FC, its purpose and the

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services provided there.

- ii. Advise residents of the GNA and its intention to provide a framework for positive relationships between FC and nearby neighbors.
  - iii. Create opportunities for FC residents to provide feedback and changes to the GNA.
  - iv. Encourage FC residents to attend STNA meetings.
- k. Encourage FC staff to build connections and working relationships with neighbors.
- i. Attend the monthly meetings of the South Tabor Neighborhood Association.
  - ii. Host occasional neighborhood events, such as an open house.
- l. Provide regular updates to neighbors on the successes, status, and volunteer opportunities available at Findley Commons.

**5. Joint Office of Homeless Services agreements**

- a. Ensure that FC is run in full accordance with all relevant federal, state, and local laws, regulations, and policies.
- b. Ensure DGM is held to the standards outlined in its contract with the Joint Office of Homeless Services.
- c. Provide mediation resources when necessary, in accordance with Section 7 of this agreement.

**6. South Tabor Neighborhood Association agreements**

- a. Serve as a point of contact for residents of the South Tabor neighborhood for questions and concerns that arise from Findley Commons.
- b. Serve as a point of contact for FC residents to address questions and concerns related to the Good Neighbor Area.
- c. Direct in an efficient and timely way the questions and/or comments received by community members to relevant parties and ensure those questions/comments are followed up on in a timely manner.

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- d. Inform appropriate representatives of FC and DGM of the dates/times of its regular meetings and invite them to attend said meetings.

**7. Communication structure**

- a. Any issues, questions, or concerns arising from FC shall first be addressed via one-on-one communication (telephone, email, or in-person) between the reporting entity and the designated FC point of contact. For issues of immediate concern, a substantive response should be expected within 48 hours after initial contact is made.
- b. Any issue, question, or concern that cannot be addressed or resolved within two (2) weeks shall be brought to the attention of DGM's Director of Housing by the manager of Findley Commons.
- c. After the notification outlined in Section 7(b), if any issue, question, or concern cannot be addressed or resolved within two (2) weeks, it shall be brought to the attention of the contract manager at JOHS by the Director of Housing.
- d. After the notification outlined in Section 7(c) if any issue, question, or concern cannot be addressed or resolved within two (2) weeks, the JOHS shall make arrangements for a third-party mediation program and sustain that program until the issue, question, or concern is resolved.

**8. Administration**

- a. The original signed Good Neighbor Agreement will be kept by the Joint Office of Homeless Services
- b. Changes to this Good Neighbor Agreement may be made by consensus of all interested parties/stakeholders. The JOHS shall ensure that all signatories to this GNA are provided with up-to-date copies of the GNA.
- c. Any change in the Findley Commons' service provider shall necessitate a review and/or renewal of this GNA.
- d. The JOHS shall maintain up-to-date contact information for all signatories of this GNA. All signatories of this GNA shall be responsible for ensuring the JOHS is informed of any changes to leadership or contact information in their organization.

Attachment 3a

- e. This Good Neighbor Agreement will begin upon the opening of the Findley Commons and will remain in effect until the closure of the Findley Commons or until all participants reach consensus to dissolve this Good Neighbor Agreement.

**Exhibits Attached:**

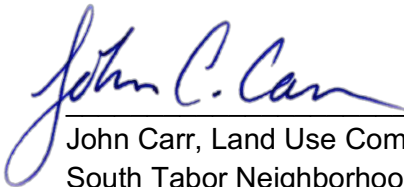
1. Map of Good Neighbor Area
2. Findley Commons Site Design Plans
3. List of Parties Involved in GNA Negotiations

DocuSigned by:

*Chris Aiosa*

1/20/2022

BAF-B85634A97417...  
 Chris Aiosa, Executive Director  
 Do Good Multnomah



1/20/2022

John Carr, Land Use Committee Chair  
 South Tabor Neighborhood Association (STNA)

DocuSigned by:

*Jeanne Anderson*

1/23/2022

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 Jeanne Anderson, Council President  
 St. Mark's Evangelical Lutheran Church

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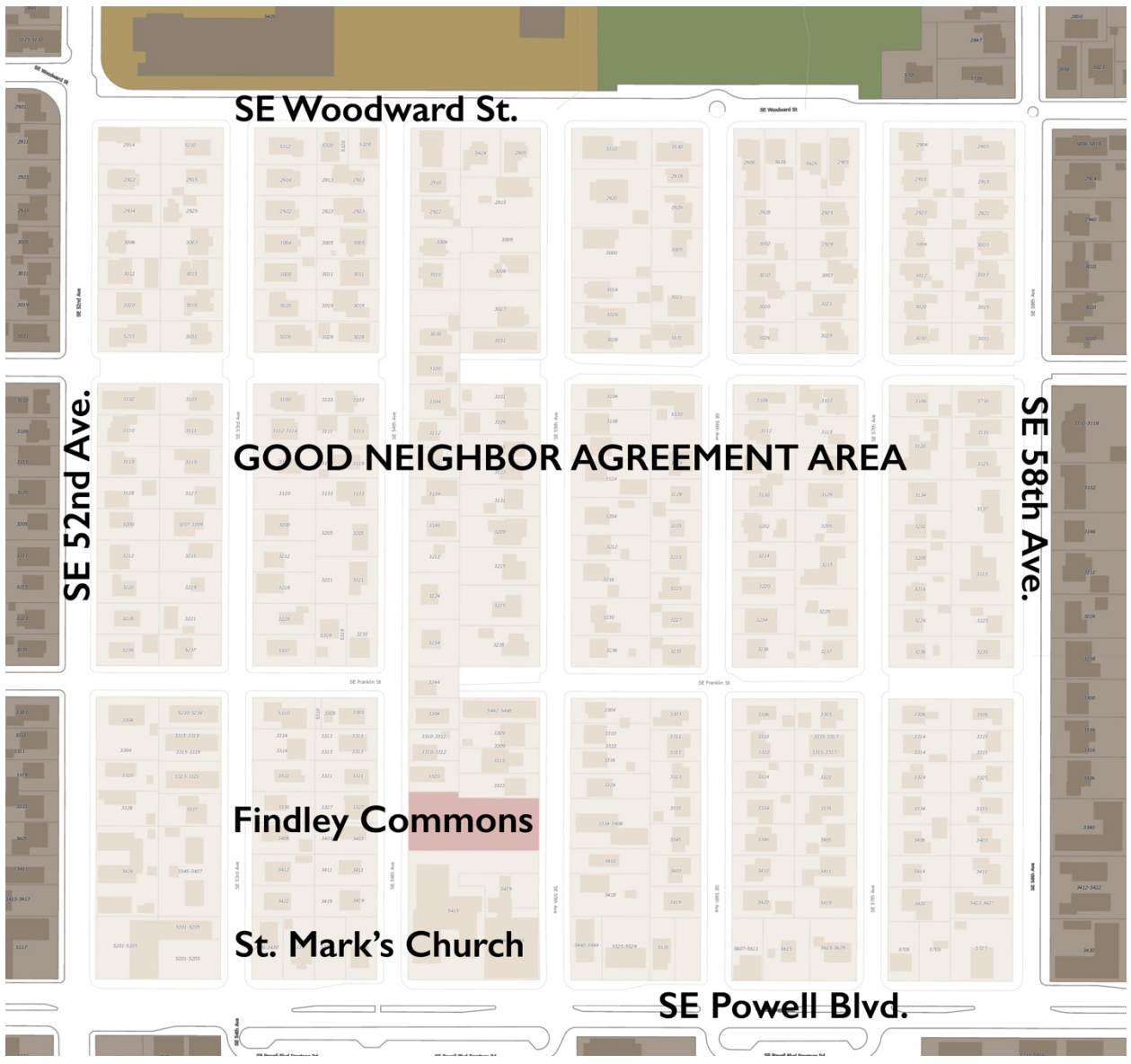
*Christopher Sage*

1/24/2022

1DC0FBAEF9E640F...  
 Christopher Sage  
 Joint Office of Homeless Services

Attachment 3a

ADDENDUM #1: Map of Good Neighbor Area





Attachment 3a

**ADDENDUM #3: Parties Involved in GNA Negotiations**

Chris Aiosa, Executive Director, Do Good Multnomah  
caiosa@dogoodmultnomah.org

Jess Gibly, Director of Permanent Supportive Housing, Do Good Multnomah  
jgibly@dogoodmultnomah.org

Ben Pray, Owner & Financing Director, HomeFirst Development Partners  
ben@hfdpartners.com

John Carr, Land Use Chair, South Tabor Neighborhood Association  
jcarrpdx@gmail.com

Joanne Austin, Member, South Tabor Neighborhood Association  
mojont@comcast.net

Kristin Heying, Member, South Tabor Neighborhood Association  
kristinheyng@gmail.com

Jeanne Anderson, Board Member, St. Mark's Evangelical Lutheran Church  
whjeanne@gmail.com



## Good Neighbor Agreement

### Transition Projects Shelter - 6144 SE Foster Road

#### 1. Background

- a. This Good Neighbor Agreement (GNA or Agreement) was developed by the Foster Steering Committee and in partnership with the following stakeholders (participants): Joint Office of Homeless Services (JOHS), Transition Projects [as shelter provider] (TPI), Portland Police Bureau (PPB), SE Uplift, Mt. Scott-Arleta Neighborhood Association (MSANA), Mount Scott Learning Center (MSLC), 7-11, Assembly Brewing Company, and the Foster Area Business Association (FABA).
- b. The boundaries of this agreement (GNA Area) are all spaces within 1000 feet of the shelter site (located at 6144 SE Foster Rd).
  - i. A map of the GNA area shall be included as an addendum to this GNA.
- c. The Foster Shelter (shelter or facility) is a key component of the A Home for Everyone Strategy adopted by the Multnomah County Board of Commissioners & the City of Portland and implemented by the Joint Office of Homeless Services, with the goal of reducing homelessness in Multnomah County.
- d. The shelter has been developed with input and advice provided by the Foster Shelter Steering Committee, a body made up of neighbors, nearby businesses, local nonprofits, and other key stakeholders.
- e. Services at this facility will include: shelter for people experiencing homelessness with on-site services designed to help transition guests to permanent housing.
- f. Participants to this Agreement include: businesses and residential neighbors living around the shelter site {as represented by their neighborhood association, business association, neighborhood coalition,

## Attachment 3b

- or other specified representative} (neighbors); JOHS (funder); TPI (shelter provider); PPB; guests of the shelter (guests); and staff of the facility.
- g. Participants to this Agreement may experience unintended impacts due to this facility. The purpose of this Agreement is to identify ways for community stakeholders to work together to address those impacts as well as to be good neighbors in support of residents and guests. However, this agreement is not expected to resolve all issues facing the local community.
  - h. Inherent in this Agreement is the assumption of certain basic rights. These include:
    - i. All residents, businesses, agencies, and property owners within the Good Neighbor Area (neighbors), guests, and facility staff have a right to personal safety.
    - ii. All neighbors, guests, and facility staff have a right to safe and quiet enjoyment of their properties and public spaces.
    - iii. Participants in this agreement specifically support the rights and success of guests to be safe, to access services, and to meet their basic needs.
  - i. **LEGAL STATUS OF AGREEMENT**
    - i. All participants are committed to maintaining the safety and livability of the area. It is to this end that all participants signing below enter into this Good Neighbor Agreement. All participants understand that this Agreement is NOT a legally binding contract and is not intended to be by the participants. Further, all participants acknowledge that they have been advised and given time to present this document to independent counsel for review.

## 2. Goals

- a. Participants hope to work together toward the following goals:

## Attachment 3b

- i. Initiate and maintain open and transparent communications and understanding among the parties in order to be proactive and ready to respond if concerns arise.
- ii. Develop clear expectations and procedures for resolving problems.
- iii. Enhance neighborhood safety and livability and promote access to services. Such opportunities may include:
  1. Fostering positive relationships between the shelter and neighbors and.
  2. Reduce crime and the fear of crime in the neighborhood.
  3. Prioritize outreach to individuals experiencing homelessness who are referred to the designated point of contact for the shelter by signatories to this GNA.

**3. All-party agreements**

- a. All participants agree to:
  - i. Participate in the agreement.
  - ii. Participate in collaborative problem solving around issues that arise in the Good Neighbor Area.
  - iii. Maintain and enhance the good working relationships that already exist between the JOHS, TPI, and community members.
  - iv. Use and promote direct, respectful, and civil communication.
  - v. Encourage a sense of safety, welcome, and investment in the neighborhood.
  - vi. Report crime and suspicious activity in the neighborhood to the police.
  - vii. Jointly and directly resolve problems as quickly as possible. The first line of communication will be one-on-one via in-person conversation, telephone call, or email.

## Attachment 3b

1. Provide participants in this agreement with updated contact information if there are any changes to key staff or organizational leadership.
2. Use the communication procedures outlined in section 13 whenever further planning, problem solving, or conflict resolution are necessary.

**4. TPI agreements**

## a. Transition Projects agrees to:

- i. Provide adequate services and staffing support 24/7 for guests of the shelter.
- ii. Establish and maintain a 24/7 shelter phone number which community members can use to directly communicate questions and/or concerns relating to the shelter.
- iii. Field questions and concerns brought to shelter staff by neighbors, guests, or other members of the public.
- iv. Establish clear expectations and rules for shelter guests.
  1. A copy of TPI's code of conduct shall be attached as an addendum to this GNA.
- v. Clearly articulate to shelter guests that the Mount Scott Learning Center is a school, not a church; and that it is private property and guests, and members of the general public, should not be on that property without permission.
- vi. Promote guest and community safety.
  1. Hold shelter guests responsible for their actions, including exclusion from services. In some cases, depending on the severity of the situation, a person may be excluded from multiple programs or from the entire shelter for up to six months.

## Attachment 3b

2. When an individual is excluded from the program, provide them with assistance to the fullest extent possible in locating other shelters and services, as well as provide the individual with a bus ticket to those services.
  3. Encourage guests to be good neighbors by accessing the shelter via approved and legal crosswalks and sidewalks without jaywalking or trespassing on or through neighborhood property or rights of way. Provide visual aids as needed, such as a diagram of crosswalks. Provide rules against trespassing.
- vii. Encourage guests to be good neighbors by reducing litter.
1. Provide rules against littering.
  2. Provide opportunities (voluntary litter patrols) for guests to assist in reducing litter around the perimeter of the shelter, which includes the sidewalk around the building.
  3. Assign staff to pick up litter around the exterior footprint of the shelter campus.
  4. Provide secure trash disposal on-site as needed.
- viii. Discourage large groups from gathering in public areas.
1. Share with guests the potential for large groups to be disruptive in the neighborhood, and encourage them to be good neighbors.
  2. Maximize guests' use of the courtyard space.
- ix. Minimize the impact on neighbors of smoking by guests, volunteers, and staff.
1. Designate smoking areas in the courtyard that will have the least impact on guests and neighbors.
  2. Post a sign at the exit(s) reminding guests to be good neighbors.

## Attachment 3b

3. Prohibit smoking at business entrances. Stay in full compliance with all federal, state, and local laws and rules.
- x. Encourage guests to have a sense of ownership in the community.
1. Encourage guests to reach out to people on the sidewalk and other neighbors to share information about the shelter system.
  2. Encourage and support positive interactions between guests and other neighbors.
  3. Provide information to guests to help them understand potential and unintended impacts of the shelter on the surrounding neighborhood (with the understanding that guests, like any community members, also have the right to use public spaces).
- xi. Invite neighbors to build connections and working relationships with the facility.
1. Attend the monthly meetings of the Mt.Scott-Arleta Neighborhood Association (MSANA) and the Foster Area Business Association (FABA).
    - a. Provide regular updates to neighbors on shelter success, status, and volunteer opportunities at the monthly MSANA meetings. These updates will include: program status reports, addressing issues concerning the shelter or its residents that have arisen, and requests for community support at the shelter.
  2. Prior to the opening of the shelter, host a meeting for interested community members to learn about the shelter, the Good Neighbor Agreement, and ask questions.

## Attachment 3b

3. For the first 12 months after the opening of the shelter, host a quarterly meeting that is open to all members of the community to share information on the status of the shelter, successes and challenges faced, and provide an opportunity for members of the community to share questions and concerns.
  4. Host occasional neighborhood events, such as an open house.
- xii. Maintain cleanliness within and around the shelter.
    1. Ensure routine garbage collection.
  - xiii. Provide regular updates to neighbors on shelter success, status, and volunteer opportunities.
    1. Regular updates shall take place at the monthly MSANA meetings. These updates will include: program status reports, addressing any issues concerning the shelter or its residents that have arisen, and requests for community support at the shelter.

**5. JOHS agreements**

- a. The Joint Office of Homeless Services agrees to:
  - i. Ensure the shelter is run in full accordance with all relevant federal, state, and local laws, regulations, and policies.
  - ii. Ensure TPI is held to the standards outlined in its contract with the Joint Office of Homeless Services.
  - iii. Provide mediation resources when necessary in accordance with Section 13 of this agreement.
  - iv. Notify community members in advance of any service provider changes or population served by the shelter changes.

**6. SE Uplift agreements**

- a. Southeast Uplift agrees to:

## Attachment 3b

- i. Serve as an “umbrella” organization for all community members and neighborhood associations within the GNA area that are not separate signatories to this Good Neighbor Agreement.
- ii. Provide community members with a publicly-accessible avenue for sharing questions and/or concerns that arise from the Foster shelter.
- iii. Direct in an efficient and timely way the questions and/or comments received by community members to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.

**7. MSANA agreement**

- a. The Mount Scott-Arleta Neighborhood Association agrees to:
  - i. Serve as the main point of contact for residents of the Mt. Scott-Arleta neighborhood for all questions and concerns that arise from the Foster shelter.
  - ii. Direct in an efficient and timely way the questions and/or comments received by community members to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
  - iii. Welcome representatives of the shelter to its monthly Neighborhood Association meetings and provide them with an opportunity to offer their regular update.

**8. MSLC agreement**

- a. The Mount Scott Learning Center agrees to:
  - i. Serve as the main point of contact for students, staff, volunteers, parents, and other members of the MSLC community for all questions and concerns that arise from the Foster shelter.
  - ii. Direct in an efficient and timely way the questions and/or comments received by students, staff, volunteers, parents, and other members



## Attachment 3b

of the MSLC community to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.

- iii. Immediately report to the shelter provider any issues which arise relating to the proximity of the MSLC to the shelter.

**9. 7-11 agreement**

- a. The 7-11 located at 6144 SE Foster Road agrees to:
  - i. Serve as the main point of contact for staff and customers of the 7-11 located at 6144 SE Foster Rd. for all questions and concerns that arise from the Foster Shelter.
  - ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of the 7-11 to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
  - iii. Immediately report to the shelter provider any issues which arise relating to the physical and/or structural aspects of the shared building and/or the immediate surrounding areas.
  - iv. Immediately report any issues arising from known guests of the shelter to the shelter provider.

**10. Assembly Brewing Co. agreement**

- a. Assembly Brewing Company agrees to:
  - i. Serve as the main point of contact for staff and customers of Assembly Brewing Company for all questions and concerns that arise from the Foster Shelter.
  - ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of the Assembly Brewing Company to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
  - iii. Immediately report to the shelter provider any issues which arise relating to the physical and/or structural aspects of any shared or

## Attachment 3b

connected spaces between the shelter and Assembly Brewing Company.

- iv. Immediately report any issues arising from known guests of the shelter to the shelter provider.

**11. Foster Area Business Association agreement**

- a. The Foster Area Business Association agrees to:
  - i. Serve as the main point of contact for staff and customers of businesses within the GNA Area for all questions and concerns that arise from the Foster Shelter.
  - ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of businesses in the GNA Area to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
  - iii. Welcome representatives of the shelter to its monthly meetings.

**12. PPB agreement**

- a. The Portland Police Bureau agrees to:
  - i. Maintain lines of communication with neighbors, TPI, and JOHS.
  - ii. Provide work schedules and business hour contact information for the East Precinct Neighborhood Response Team.
  - iii. Respond to emergency situations following all applicable laws and policies.
    1. Emergency situations should still be reported by calling 911.
  - iv. Provide education about their role if needed.

**13. Communication structure**

- a. Any issues, questions, or concerns arising from the Foster shelter shall first be addressed via one-on-one communication (telephone, email, or in-person) between the reporting entity and the shelter provider.

## Attachment 3b

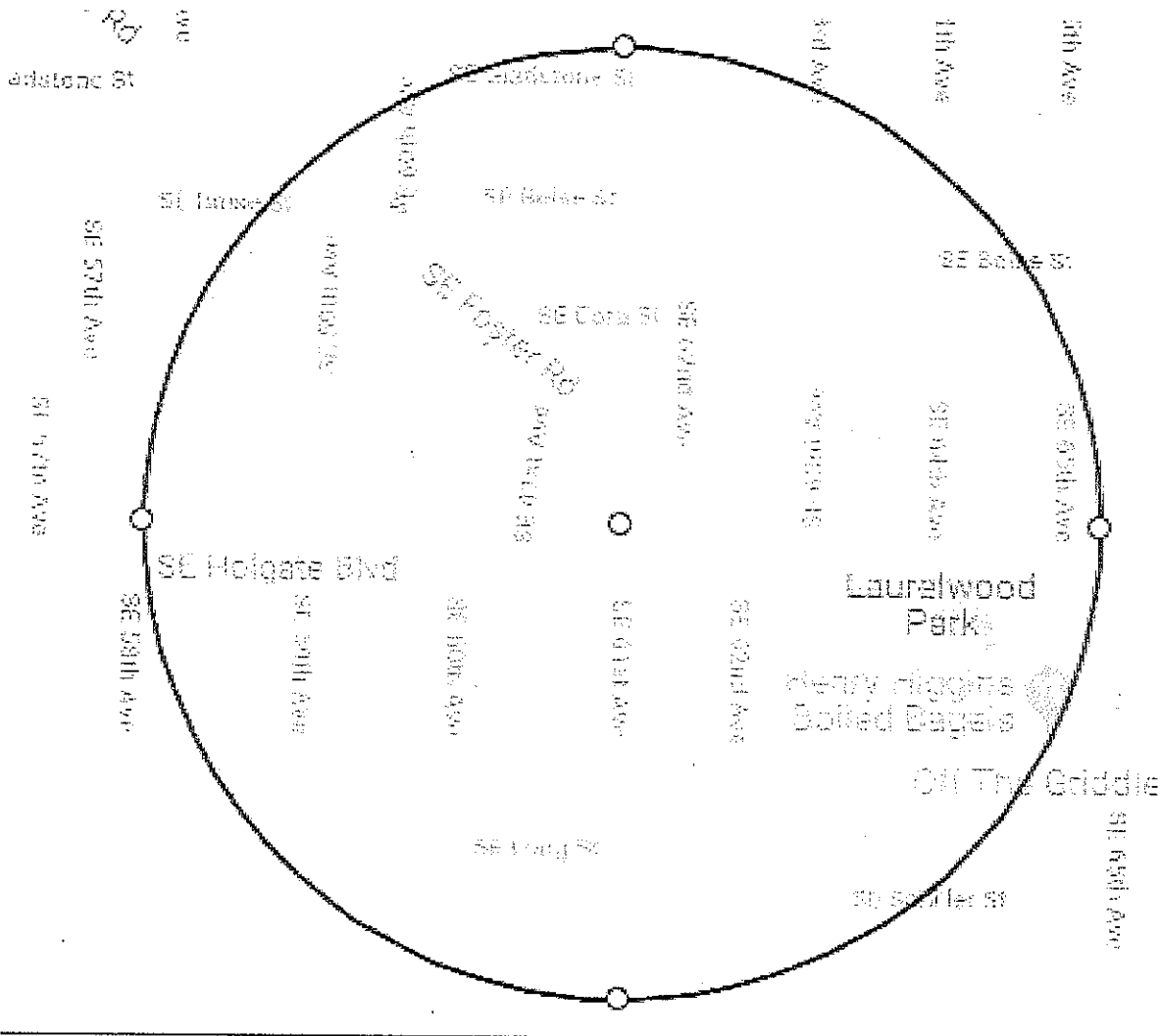
- b. Any issue, question, or concern which is not addressed or resolved within one (1) week shall be brought to the attention of TPI's Senior Director of Programs by the manager of the shelter.
- c. After the notification outlined in section 13 (b), if any issue, question, or concern is not addressed or resolved within two (2) weeks, it shall be brought to the attention of the contract manager at the Joint Office of Homeless Services by the Senior Director of Programs.
- d. After the notification outlined in section 13 (c) if any issue, question, or concern is not addressed or resolved within two (2) weeks, the JOHS shall make arrangements for a third-party mediation program and sustain that program until the issue, question, or concern is resolved.

**14. Administration**

- a. The original signed Good Neighbor Agreement will be kept by the Joint Office of Homeless Services.
- b. Changes to this Good Neighbor Agreement may be made by consensus of all interested participants.
  - i. The JOHS shall ensure that all signatories to this GNA are provided with up-to-date copies of the GNA.
- c. Any change in shelter service provider shall necessitate a review and/or renewal of this GNA.
- d. The JOHS shall maintain up-to-date contact information for all signatories of this GNA.
  - i. All signatories of this GNA shall be responsible for ensuring the JOHS is informed of any changes to leadership or contact information in their organization.
- e. This Good Neighbor Agreement will begin upon the opening of the Foster shelter, and will remain in effect until the closure of the Foster shelter or until all participants reach consensus to dissolve this Good Neighbor Agreement.

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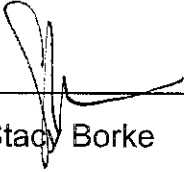
Addendum 1: GNA Area



## Attachment 3b

## Addendum #2: Signatories Contact Information

<b>Transition Projects</b> Stacy Borke <i>stacy@tprojects.org</i>	<b>JOHS</b> April Rohman <i>april.rohman@multco.us</i>	<b>SE Uplift</b> Muzammil Afzal <i>muz@seuplift.org</i>
<b>Mt. Scott-Arleta NA</b> Gus Kroll <i>gus.homepdx@gmail.com</i>	<b>Mt. Scott Learning Center</b> Tom DeJardin <i>tom@mtscott.org</i>	<b>7-11</b> Trevin Bryson <i>trevin.bryson@7-11.com</i>
<b>Assembly Brewing Co.</b> Adam Dixon <i>adam@assemblybrewingco.com</i>	<b>Foster Area Business Association</b> Matthew Mičetić <i>matthew@redcastlegames.com</i>	<b>Portland Police Bureau</b> Sgt. Randy Teig <i>randy.teig@portlandoregon.gov</i>



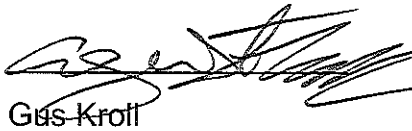
Stacy Borke  
Transition Projects



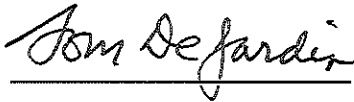
April Rohman  
Joint Office of Homeless Services



Muzammil Afzal  
Southeast Uplift

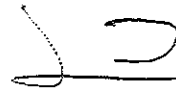


Gls Kroll  
Mt. Scott-Arleta Neighborhood Association

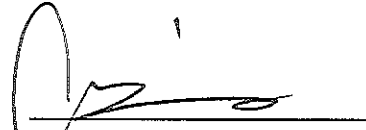


Tom DeJardin  
Mt. Scott Learning Center

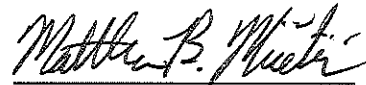
Date: 10/9/18



Trevin Bryson  
7-11



Adam Dixon  
Assembly Brewing Co.



Matthew Mičetić  
Foster Area Business Association



Dave Golliday  
Acting Commander  
Portland Police Bureau

Attachment 3b

# Be Respectful:

- . Be a good neighbor - in and out of the program
- . Disruptive, threatening, and disrespectful behavior will not be tolerated
- . **This is a safe space and place:** racism, sexism, homophobia, transphobia, and hate speech are not welcome here

# Be Safe:

- . No smoking or nicotine/tobacco use inside
- . No onsite possession or use of alcohol, drugs, or weapons
- . No sex or overtly sexual behavior

# Be Kind:

- . Please don't steal or destroy property
- . Pick-up after yourself
- . Please don't litter in or around the facility



## Good Neighbor Agreement Template

**Background:** This Good Neighbor Agreement Template (referred to in this document as agreement) was developed by [Homeless Leadership Coalition](#) and community stakeholders to provide a strategy to address neighbor concerns that often arise when new resources to support those experiencing homelessness are developed or expanded within a community.

**Parties to the agreement:** Parties to this agreement include business and residential neighbors living around the *[named shelter/facility]* and as represented by their neighborhood association, business association and other key stakeholders.

- *NAME Neighborhood Association*
- *NAME Service Providers*
- *NAME area businesses or business associations or chambers of commerce*
- *NAME Other stakeholders such as schools, churches, Parks and Recreation etc*

**Boundaries of this agreement:**

*[Describe area w/ geographic border, and/or attach map]*

**Legal Status of Agreement:** Parties to this agreement are committed to maintaining safety and livability of the area; it is to this end they enter into this agreement. All participants understand this agreement is not a legally binding contract, nor is it intended to be. Further, all parties acknowledge that they have been advised and given time to review and present this document to independent counsel.

**Purpose, Assumptions, & Goals:** The purpose of this agreement is to identify ways for community stakeholders to work together to address potential impacts of *[named shelter/facility]* as well as be good neighbors in support of clients/residents/guests of the shelter/ facility and to formalize the goodwill and positive working relationships between stakeholders for the benefits of all neighbors. Discussion of this agreement can be a tool to clarify the best ways to address neighborhood concerns.

Inherent in this agreement is the assumption that all parties have certain basic rights; these include:

- All neighbors have the right to feel safe and welcome.
- All neighbors have the right to safe and quiet enjoyment of their properties and public spaces.
- All neighbors have the right to access available community resources, services and public facilities to meet their needs.



## Attachment 3c

## Goals:

- Initiate and maintain open communications and understanding among all parties
- Encourage all parties to be proactive and ready to respond to concerns that may arise
- Develop procedures or protocols for resolving concerns and problems
- Enhance neighborhood safety while promoting access to services
- Reduce crime and fear of crime and nuisance complaints within the neighborhood

## All parties agree to:

- Participate in this agreement
- Participate in collaborative problem solving around issues that arise within the boundaries of this agreement
- Develop, maintain and enhance good working relationships between the above named parties
- Use and promote direct, respectful, and civil communications while promoting responsiveness to community concerns by
  - Resolving problems quickly and as directly as possible
  - Encouraging first line communications occur one-one via in person, phone or video communication or email.
  - Providing participants in this agreement with updated contact information if there are key leadership changes (Addendum contains contact list)
  - Reserve email for productive purposes such as information, planning, logistics, reminders or confirming prior conversations
  - Encourage neighbors or other community members to contact **(agency)** directly regarding questions or concerns as they relate to the shelter property or the local Neighborhood Association
- Enhance neighborhood safety and livability and promote access to services by
  - Fostering positive relationships between the shelter/facility and neighbors
  - Encouraging a sense of safety, welcome and investment in the neighborhood among all community members
  - Reporting crime and suspicious activity in the neighborhood to law enforcement

Service Provider Agreements **(would include named shelter/facility/group of providers):**

- Offer ongoing services that support clients/residents in achieving long-term personal goal that contribute to their self-sufficiency
- Train staff to address client needs with a trauma informed approach, motivational interviewing, de-escalation skills, conflict resolution skills
- Encourage clients/residents to be good neighbors by abiding by the facility/shelter code of conduct or trespassing through neighboring properties or rights of way
- Livability
  - Encourage clients/residents to reduce litter and provide opportunities for litter patrol
  - Assign staff or residents to pick up litter in the perimeter on a regular schedule
  - Provide regular trash disposal

## Attachment 3c

- Ensure that client/resident belongings are not left on sidewalks
- Designate smoking and outdoor space provided on facility/shelter property
- Designate parking and outdoor space provided on facility/shelter property
- Encourage residents to have a sense of ownership in the neighborhood and pride in their residence
- Hold clients/residents responsible for their actions. *A code of conduct may be attached as an addendum to this agreement.*
- Prioritize outreach to individuals experiencing homelessness who are referred to the designated point of contact for the shelter/facility by signatories to this agreement

**Neighborhood Association Agreements:**

- Neighborhood Association board serves as a point of contact for residents of the neighborhood when they have questions and concerns that arise from the shelter/facility.
- Elevate neighbor concerns to the appropriate party in a timely manner
- Educate neighborhood on the existence of this agreement and the best ways to positively resolve concerns
- Invite and welcome service providers and shelter residents to attend neighborhood association meetings and offer opportunities for regular updates on the successes of the facility
- Engaging in ongoing problem solving with parties to this agreement to maintain clear lines of communication and an orientation to problem solving

**Business/ Business Association Agreements:**

- Maintain lines of open communication with parties to this agreement
- Communicate concerns of unneighborly behavior when they may relate to known clients/shelter guests
- Direct in an efficient and timely way questions/comments received by staff and customers to the shelter provider
- Immediately report to the shelter provider/facility any issues which arise relating to the physical or structural aspects of shared or adjacent spaces

**Law Enforcement Agreements:**

- Maintain lines of communication open with parties to this agreement
  - Note: Emergency situations should always be reported by calling 911 and Non-emergency situations can be addressed by calling the non-emergency phone number *(list for county)*
- Enforce laws according to policies and resources
- Provide education about the role of law enforcement as it relates to the homeless crisis

**Communication Protocol:**

1. Communicate directly and with respect and civility to the individual, shelter, business, or applicable association or service provider whenever possible

Attachment 3c

- 2. Meet approximately 90 days after shelter/facility opening to review agreements and problem solve issues that may have arisen
- 3. Create an opportunity for service providers and residents to speak at upcoming neighborhood association meeting
- 4. Livability issues should be addressed by associated parties to this agreement as soon as possible once notified via email, phone or in person communications
- 5. When issues or concerns related to this agreement are not resolved, participants agree to seek mediation services with the support of the **neighborhood association** prior to pursuing other remedies.

**Signatories**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Suggested Attachments**

- 1. Contact Lists
- 2. Code of Conduct
- 3. Map
- 4. Glossary of terms

**Glossary of Terms**

Neighbor: residents, business owners, agencies and property owners, clients, residents and facility staff

Service Provider: an agency usually a nonprofit or government service that is provided for the health, well-being or self-sufficiency of an individual or group of individuals.

# 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

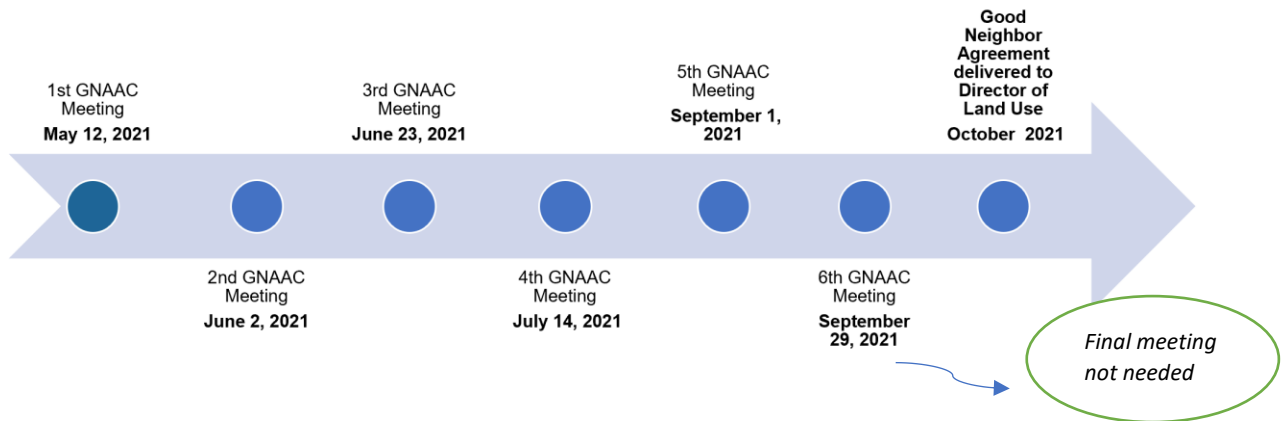
MEMBER NAME and AFFILIATION	CONTACT WITH CFH PREVIOUSLY?	MEETS ONE MILE RADIUS Y/N
<b>Resident Members</b>		
1. Tzachi 'Saki' Litov	Y, Served on CFH Advisory	Y
2. Laurie Wick	Y	Y
3. Susanna Chung	Y, Served on CFH Advisory	Y
4. Julia Tai	Y, Served on CFH Advisory	Y
<b>At Large Members (Council Appointed)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

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

## 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**

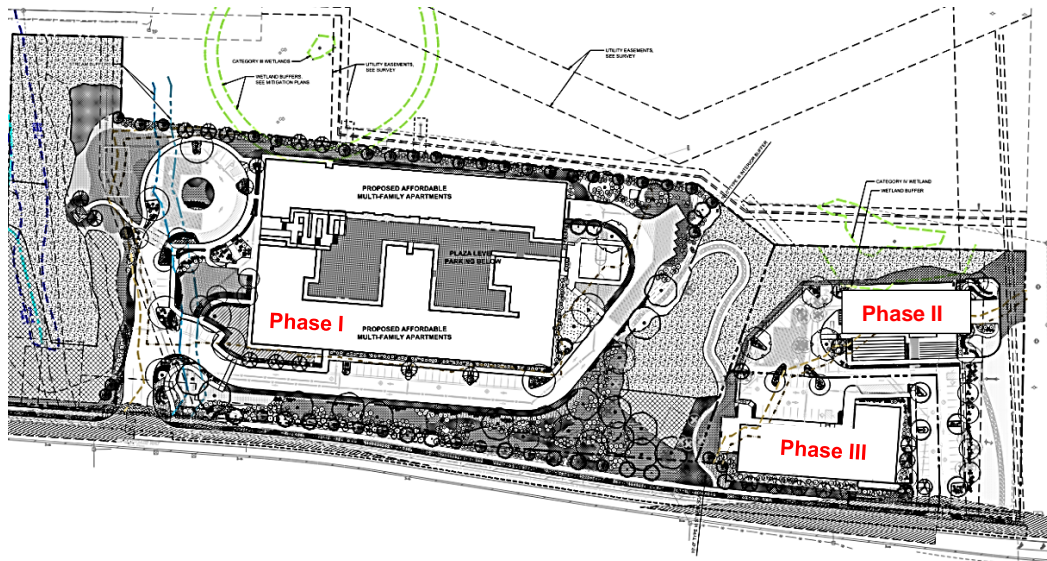
### Review Processes and Schedule

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 32<sup>ND</sup> 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 32<sup>nd</sup>. *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"> <li>• Met expectations</li> <li>• Very good – people were heard +1</li> <li>• Cautiously optimistic +1</li> <li>• Very well organized</li> <li>• Inclusive</li> <li>• Well done</li> <li>• On for the journey</li> <li>• Public transportation critical</li> </ul>	<ul style="list-style-type: none"> <li>• Excited to share</li> <li>• Role model for the nation</li> <li>• Great start +1 +1</li> <li>• Fair and comprehensive</li> <li>• All voices heard +1</li> <li>• Moving onward</li> <li>• Great team</li> <li>• Optimistically looking forward</li> </ul>
Meeting #2:	<ul style="list-style-type: none"> <li>• Efficient and helpful</li> <li>• Grateful</li> <li>• Progress</li> <li>• Receptive</li> </ul>	<ul style="list-style-type: none"> <li>• Amazing community</li> <li>• Onward to operations</li> <li>• Informative</li> </ul>
Meeting #3:	<ul style="list-style-type: none"> <li>• Insightful</li> <li>• Productive +1 +1 +1 +1</li> <li>• Gratitude</li> <li>• Informative</li> <li>• Detailed</li> <li>• Relieved</li> <li>• Appreciative</li> <li>• Thorough +1</li> </ul>	<ul style="list-style-type: none"> <li>• Teamwork</li> <li>• Creating Community</li> <li>• Thoughtful</li> <li>• All Plus one</li> <li>• Sensitivity and compassion</li> <li>• Graceful</li> <li>• Useful</li> </ul>
Meeting #4	<p><b>“What has been meaningful to you about this GNAAC process?”</b></p> <ol style="list-style-type: none"> <li>1. Other members’ perspectives+</li> <li>2. Level of collaboration and organization is impressive+</li> <li>3. Appreciative that it’s happening and we’re learning things</li> <li>4. Diverse voices have a chance to speak and be heard in a civil fashion ++</li> <li>5. Opportunity to engage and something fruitful coming out of this</li> <li>6. Pat’s facilitation - creating a Gracious Space +++</li> <li>7. Impressed with level of engagement and perseverance to come with thoughtful and caring for the good of the community</li> <li>8. Appreciate engaging with the community in a different way</li> <li>9. Commitment from City of Bellevue to the process – shows they want it to go well and get in front of it</li> <li>10. Come to appreciate knowing business neighbors more</li> </ol>	



Attachment 3d

	<ol style="list-style-type: none"> <li>11. Our ability to engage, ask questions, realize that the actions we take here will inform how the shelter shapes its operations going forward</li> <li>12. Impressed with attendance – esp. in summer! Feel heard, respected in this process and people want to be involved</li> <li>13. Engagement and positive commitments</li> </ol>
Meeting #5	<ol style="list-style-type: none"> <li>1. Thanks to Pat, Liz and Toni for being responsive, Pat for facilitation, Dave &amp; Troy we love our police and fire personnel</li> <li>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</li> <li>3. Thank you for the opportunity to participate and be part of this process</li> <li>4. Impressed with our compassion and passion, masterfully led by Patricia</li> <li>5. Hold us (police) accountable to our promises to make this successful</li> <li>6. Appreciation for everyone coming together and giving of your time, and for the community. Those early investments made a difference.</li> <li>7. Thank you, Patricia, for facilitating this process.</li> </ol>

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:

<p><b>Key Themes:</b></p> <hr/> <p>The process is going well ++++++</p> <hr/> <p>Concerns are followed through on +++</p> <hr/> <p>You are engaging diverse and dissenting voices ++</p> <hr/> <p>A respectful and productive group doing the best we can +++</p> <hr/> <p>Receptive to our input +++</p> <hr/> <p>People in the community feel this process is good due diligence +</p>	<p><b>Concerns Raised:</b></p> <ol style="list-style-type: none"> <li>1. Traffic and sidewalk +++</li> <li>2. GNC could/should have started earlier ++</li> <li>3. What’s “done” look like and who is accountable for follow-through?</li> <li>4. Can we get further attention on the unsheltered homeless sex offenders</li> <li>5. Mitigating potential increase in drug dealing, other issues in the vicinity</li> <li>6. Resident pet ownership – partnering with Humane Society for boarding/care</li> </ol>
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A white key and a green tag with a heart cutout are pinned to a corkboard. The key is on the left, and the tag is on the right. The background is a textured corkboard.

# PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING AMENDMENTS



Medina City Council  
Monday, March 14<sup>th</sup> @ 4pm

## Background – E2SHB 1220



1. Eliminated zoning barriers related to certain types of affordable, transitional, supportive and emergency housing in various zoning classifications
2. Requires cities to plan for affordable housing in the next Comprehensive Plan update



## Background – Emergency Shelters

- Walk-ups; indoor or outdoor
- Can be temporary pop-ups to provide safety from hazardous weather extremes (cooling or heating facilities)
  - Permitted in any zoning district that allows hotels
  - Emergency shelters are not permitted in Medina



# Background – Permanent Supportive Housing and Transitional Housing

- Allowed in any zoning district that allows residential dwellings or hotels
- Residential dwellings are allowed in every zoning district
- Cannot prevent one of these from coming into the city



# Background – Permanent Supportive Housing and Transitional Housing

- Are not walk-up facilities
- Residents are referred and are pre-screened
- Residents pay rent and must abide by a code-of-conduct
- Run by state licensed organizations





## Background – Why Update the Code?

- The Use Table does not reflect the current State law
- Sets the City and organization up for future success



## Background – Historical Precedent and Perspective

- Late 1980's State laws adopting requiring cities to accommodate adult family (group) homes and adult day care homes
- Although allowed, there are none in Medina





# UPDATES SINCE FEBRUARY 14TH



**Issue:** Can we reduce the maximum number of residents from 8 to 6?

# UPDATES SINCE FEBRUARY 14TH



**Issue:** Can we reduce the maximum number of residents from 8 to 6?

**Answer:** Yes, Commerce agreed that would be reasonable.

# UPDATES SINCE FEBRUARY 14TH



**Issue:** Can we set a 1,000-foot buffer away from schools?

# UPDATES SINCE FEBRUARY 14TH



**Issue:** Can we set a 1,000-foot buffer away from schools?

**Answer:** No. We cannot be more restrictive on these facilities than we are with churches. RCW 35.21.915(1) allows religious organizations the right to host the homeless on their property.

# UPDATES SINCE FEBRUARY 14TH



**Issue:** How many of these facilities must the City plan for?

# UPDATES SINCE FEBRUARY 14TH



**Issue:** How many of these facilities must the City plan for?

**Answer:** Commerce *should* complete the determination for each county's need in September; it will then be up to each county to assign a number to each of their cities.

# UPDATES SINCE FEBRUARY 14TH



**Issue:** Commerce recommends removing the ½ mile distance between PSH and TH facilities.

# UPDATES SINCE FEBRUARY 14TH



**Issue:** Commerce recommends removing the  $\frac{1}{2}$  mile distance between PSH and TH facilities.

**Answer:** The Bill allows cities to impose reasonable spacing and a  $\frac{1}{2}$  mile distance between facilities is consistent with the regulations that have been adopted by other jurisdictions.



PROPOSED  
AMENDMENTS



Amend MMC  
16.12.170 –  
“P” Definitions

- Adding definition for Permanent Supportive Housing
- Correcting alphabetical order for Permeable Interlocking Concrete Pavements and Permeable Pavement



Amend MMC  
16.12.210 –  
“T” Definitions

- Adding definition for Transitional Housing



Amend MMC  
16.21.030 –  
Use Table

- Adding Permanent Supportive Housing and Transitional Housing as limited uses (“L”)
- Limited uses are permitted by right, however they have additional requirements



New Section  
MMC 16.31.060 –  
Permanent  
Supportive and  
Transitional  
Housing Facilities

- Allowed in any zoning district that allows SFRs
- No more than 1 dwelling unit – unless authorized under MMC 16.21.060
- Limited to 6 residents, plus up to 4 staff
- 24-hour facility with assigned rooms
  - Transitional housing has minimum length of stay of 72-hours
- On-site services limited to residents
- No facility located within ½ mile of another facility



New Section  
MMC 16.31.060 –  
Permanent  
Supportive and  
Transitional  
Housing Facilities

Occupancy Agreement

- Names and contact info for onsite and offsite staff
- Description of services
- Description of staff plan
- Program rules and code of conduct
- Fire safety plan approved by Bellevue Fire
- Security plan approved by Medina Police
- Plan for potential impacts – Good Neighbor Agreement
- Description of eligibility for residency





# Discussion History

## Planning Commission

- Discussed the draft in November and December (2021)
- Public Hearing was held December 14, 2021
  - Voted 7-0 to recommend **Approval** of the draft

## City Council

- Discussed the draft on February 14<sup>th</sup>



An open book is shown from a top-down perspective, with the pages fanned out. The central gutter of the book is where two pages are folded inward to form a heart shape. The word "Questions?" is printed in white, sans-serif font across the center of this heart. The background is dark and out of focus.

Questions?





# CITY OF MEDINA

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

**Date:** March 14, 2022

**To:** Honorable Mayor and City Council

**From:** Stephen R. Burns, Interim City Manager

**Subject:** Interim City Manager Report

1. City Management Transition – On January 4<sup>th</sup>, I started my role as interim city manager and have continued to work with department directors and staff to make an efficient transition. I continue to meet routinely with directors to ensure projects and programs stay on track. In addition, I have met with individual staff to gain better understanding of their roles, responsibilities, perspective, and address any concerns. The transition is moving in a positive direction.
2. Medina Finance Director – we continue to recruit for the Finance Director position. Medina Assistant Finance Director Anna Zhu continues to serve as the Interim Finance Director. We have hired a temporary finance person to assist Zhu until a permanent person is hired.
3. State Route 520 Expansion Joint – University of Washington is doing a high-speed test at the PACCAR technical center track in Mount Vernon on March 11. Once they get the results from the test, they will provide us an update.

In addition, the Legislature released its compromise transportation budget on Wednesday, March 9 and it increases the noise mitigation funding for the remainder of this biennium. One change was the due date for the final report was pushed back to December 31, 2022. Although this is later than originally requested, it will be helpful to ensure there is a full analysis of the pilot project. The Legislature is expected to pass the compromise budget as presented so there won't be any anticipated changes.

4. Mask Mandate – The City of Medina will be following the King County COVID mask mandate guidance. Starting March 12 masks will not be required when in city facilities. This does not prevent people from wearing a mask if they desire.

*Taken from King County Public Health – “Based on current downward hospitalization and case rates, the review of CDC’s guidance, and state’s action, King County’s local indoor mask order will end concurrently with the state’s order–after March 11, 2022. In addition, King County will not be extending a local mask order for schools and childcares beyond the state’s order.”*

5. Medina Days – I met with a potential organizer a second time to continue planning for Medina Days 2022. It is anticipated that Medina Days events will occur during the week of August 8<sup>th</sup>, 2022.



## MEDINA POLICE DEPARTMENT

**DATE:** March 14, 2022  
**TO:** Interim City Manager Stephen R. Burns  
**FROM:** Acting Chief Jeffrey R. Sass  
**RE:** Police Department Update – February 2022

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

**Bear Scouts Police Department Tour:** On Monday, February 7<sup>th</sup>, Officer Brady Halverson, and Acting Chief Jeff Sass met with the local scouts group. Officer Halverson worked with the group and explained how fingerprints are taken and how they are used to help solve crimes. The scouts were given a tour of the office as well as the police officer cars and Officer Halverson spoke with the scouts about his job and what it takes to become a police officer. The scouts had lots of questions for Officer Halverson, and he did a fantastic job answering all of them. The scout master grew up here in the community and was very pleased with the tour.



**Solar-Powered Digital Radar Speed Signs:** Solar powered digital radar speed signs were installed throughout the city during the month of February. Two signs were installed on NE 24<sup>th</sup> Street, one on NE 12<sup>th</sup> Street and one on Lake Washington Boulevard NE. We have received numerous positive comments and after talking with the residents, they believe that they have been helpful in reducing speeds in these areas.



**Police Scenario Training Simulator:** The Coalition of Small Police Agencies has a computerized training simulator that puts officers into life-threatening scenarios to help them understand how to respond if they are in a similar situation. The Medina Police Department had use of the training simulators which were set up in the Council Chambers. Officers Brady Halverson and Tyler Glenn trained the Police Department and City Hall staff in situational awareness and de-escalation techniques. The simulator provided City Hall staff a glimpse into the split-second decisions officers are required to make while on patrol.



Medina Police Department  
February 2022

**Save the Date:** Spring is just around the corner. Get a head start on your spring cleaning, gather your paper for shredding, your electronics for recycling and your unused prescription medication and save the date Saturday, April 23<sup>rd</sup> for our Shredder/Drug-Take-Back/E-recycle from 9A-12N at Medina Park.





# MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police (Acting)

City of Medina



## February 2022 - Monthly Report

CRIMES	Current Month	YTD 2022	YTD 2021	Year-End 2021
Burglary	0	1	2	13
Vehicle Prowl	1	3	2	13
Vehicle Theft	1	3	0	2
Theft (mail & all other)	0	1	2	15
ID Theft/Fraud	1	3	3	11
Malicious Mischief (Vandalism)	0	1	1	6
Domestic Violence/Violation of No Contact Order	0	1	1	10
Disturbance, Harassment & Non-DV Assault	0	2	5	17
<b>TOTAL CRIMES</b>	<b>3</b>	<b>15</b>	<b>16</b>	<b>87</b>

COMMUNITY POLICING	Current Month	YTD 2022	YTD 2021	Year-End 2021
Drug Violations - Referrals to Treatment	0	0	0	1
Community Assists	10	23	16	116
House Watch Checks	69	108	90	548
School Zone	18	48	25	304
Mental Health	3	5	3	49
<b>TOTAL ENFORCEMENT</b>	<b>100</b>	<b>184</b>	<b>134</b>	<b>1018</b>

TRAFFIC	Current Month	YTD 2022	YTD 2021	Year-End 2021
Collisions				
Injury	0	0	0	0
Non-Injury	2	2	3	18
Non-Reportable	0	0	N/A	N/A
Traffic Stops				
Citations/Infractions/Parking	27	51	15	171
Warnings	145	261	53	1808
Directed Patrol	16	31	72	488
<b>TOTAL TRAFFIC</b>	<b>190</b>	<b>345</b>	<b>143</b>	<b>2485</b>

CALLS FOR SERVICE	Current Month	YTD 2022	YTD 2021	Year-End 2021
Animal Complaints	1	8	2	33
Residential Alarms	18	36	28	242
Missing Persons	1	1	2	9
Suspicious Activity/Area Checks	13	34	28	304
Medical Call/Assist Fire Department	3	4	11	47
Juvenile (underage party, substance use, etc.)	0	1	1	11
<b>TOTAL CALLS FOR SERVICE</b>	<b>36</b>	<b>84</b>	<b>72</b>	<b>646</b>

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



**TOWN OF HUNTS POINT**  
*Jeff Sass, Acting Chief of Police*



**MONTHLY SUMMARY**  
**FEBRUARY 2022**

**FELONY CRIMES**

**Nothing to report.**

**MISDEMEANOR CRIMES**

**Nothing to report.**



# MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police (Acting)

Town of Hunts Point



## February 2022 - Monthly Report

CRIMES	Current Month	YTD 2022	YTD 2021	Year-End 2021
Burglary	0	0	0	1
Vehicle Prowl	0	0	0	1
Vehicle Theft	0	0	0	2
Theft (mail & all other)	0	1	0	3
ID Theft/Fraud	0	0	1	1
Malicious Mischief (Vandalism)	0	0	0	2
Domestic Violence/Violation of No Contact Order	0	0	2	2
Disturbance, Harassment & Non-DV Assault	0	2	1	1
<b>TOTAL CRIMES</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>13</b>

COMMUNITY POLICING	Current Month	YTD 2022	YTD 2021	Year-End 2021
Drug Violations - Referrals to Treatment	0	0	0	0
Community Assists	0	1	1	11
House Watch Checks	11	15	15	66
Mental Health	0	0	3	5
<b>TOTAL ENFORCEMENT</b>	<b>11</b>	<b>16</b>	<b>19</b>	<b>82</b>

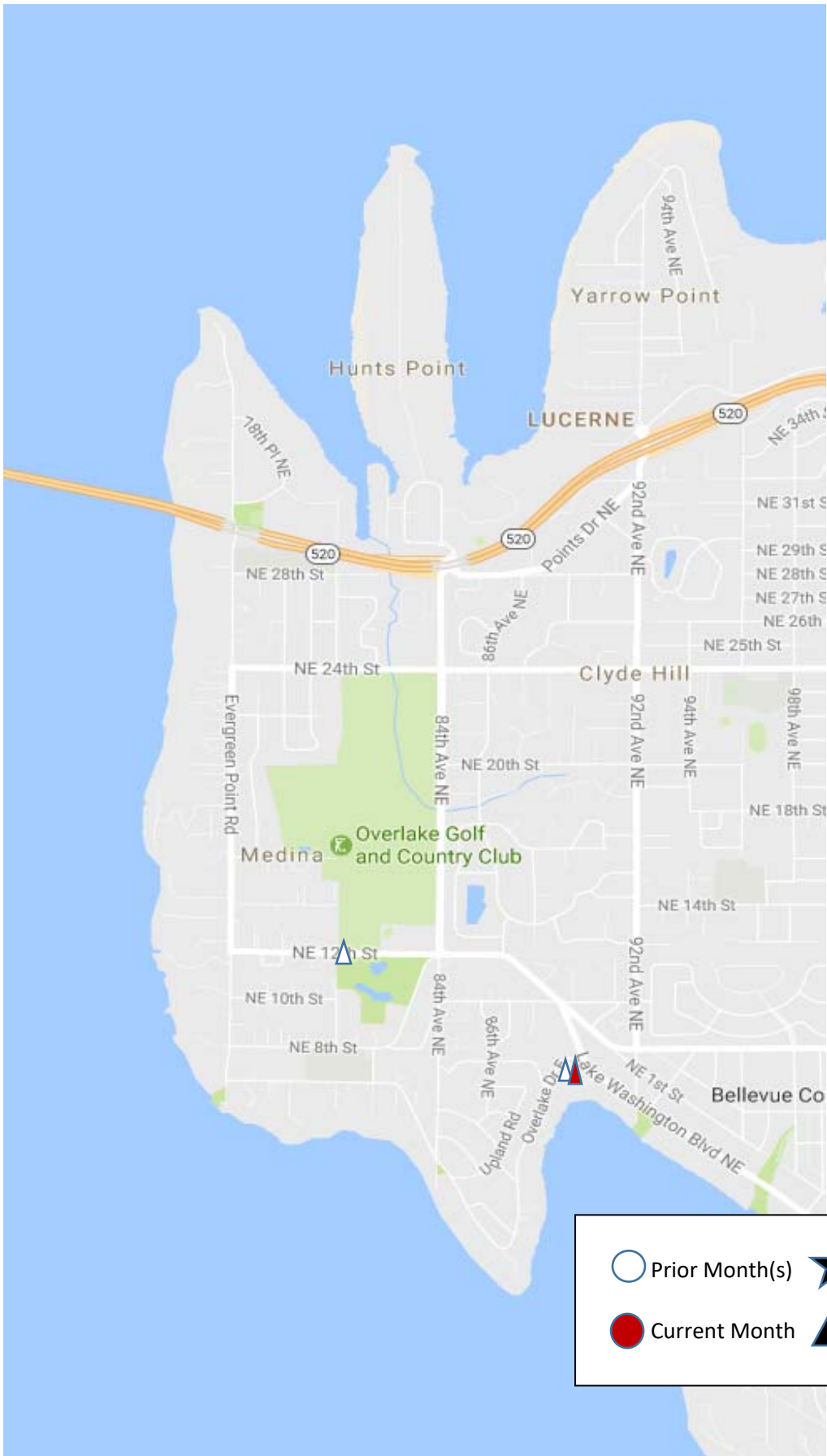
TRAFFIC	Current Month	YTD 2022	YTD 2021	Year-End 2021
<b>Collisions</b>				
Injury	0	0	0	0
Non-Injury	0	0	0	1
Non-Reportable	0	0	0	0
<b>Traffic Stops</b>				
Citations/Infractions/Parking	7	10	0	28
Warnings	26	44	9	187
<b>Directed Patrol</b>	<b>6</b>	<b>8</b>	<b>11</b>	<b>38</b>
<b>TOTAL TRAFFIC</b>	<b>39</b>	<b>62</b>	<b>20</b>	<b>254</b>

CALLS FOR SERVICE	Current Month	YTD 2022	YTD 2021	Year-End 2021
Animal Complaints	1	1	0	5
Residential Alarms	2	8	3	24
Missing Persons	0	0	0	0
Suspicious Activity/Area Checks	0	4	4	33
Medical Call/Assist Fire Department	0	0	1	2
Juvenile (underage party, substance use, etc.)	0	0	0	1
<b>TOTAL CALLS FOR SERVICE</b>	<b>3</b>	<b>13</b>	<b>8</b>	<b>65</b>

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



# 2022 Burglaries & Vehicle Prowls Medina & Hunts Point





# CITY OF MEDINA

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

**Date:** March 14, 2022  
**To:** Honorable Mayor and City Council  
**Via:** Stephen R. Burns, Interim City Manager  
**From:** Steven R. Wilcox, Development Services Department Director  
**Subject:** Development Services Department Monthly Report

## Permit Activity

Permit applications to Development Services are slow. This time of year is typically very busy as projects are prepared to start construction in spring or summer. Our staff remain very busy with permits, but this is primarily work that has been on-going. Activity in 2022 had been predicted to be about the same as 2021 and the current downwards trend may change. A comparison of Construction Activity Permit Open Houses between 2021 and 2022 for the first two months of this year show a dramatic decrease in activity. We held 8 open houses in January and February 2021 and only 2 for the same period in 2022. Permit applications are down as well.

Local construction industry professionals remain busy which is a positive indicator of future work for Development Services. But, construction has the appearance of slowing in 2022 based on some indicators.

Since 2007 we have seen that construction permitting in Medina can lead residential permit activity in our local area. While some jurisdictions with primarily residential construction follow the economy, Medina has been ahead.

We are watching construction activity carefully as it has direct effect on our workload and department budgeting. We have some early indicators for 2022 activity now, but it will not be until June or July that we know where the year is going.

## Planning Commission

By Stephanie Keyser

In February, Planning Commission began discussing alternatives to original grade (work plan item #5). The discussion included ensuring a new process does not create unintentional consequences such as the ability for a builder to create a 50-foot façade. Commissioners discussed houses they have seen on Lake Washington Blvd or in Mercer Island that have been able to construct massive walls/façades and the consensus was to ensure Medina's code prevented this. The Commission asked Staff to bring back more examples illustrating what average grade would look like on various lot topographies, as well as a draft code for the March meeting.

The Washington State Department of Ecology has offered the City a seat in an upcoming pilot of a new shoreline permitting course. The course will provide a framework for implementing the no-net-loss requirement of Medina's Shoreline Master Program (SMP) and the Shoreline Management Act. The course will cover Ecology's new draft implementation guidance, which is something that will be a more significant part of the next SMP update. Staff will participate in this all-day training at the end of March.

In December, the Washington State Department of Natural Resources (DNR) Urban and Community Forestry Program (UCF) began accepting applications for grant funding to help improve urban forests statewide. The available funds total \$550,000, which is the largest amount offered by UCF for a single grant cycle. On March 1<sup>st</sup>, Development Services and Public Works submitted a joint grant application to inventory all City trees in the right-of-way. Having an inventory of these trees will provide the City with an accurate picture of species diversity, details on tree health, and information on how to care of existing and future trees. The last inventory was conducted in 2002 and only included properties north of SR-520, accounting for approximately 700 trees. This is a matching grant and if selected, Public Works will provide a match of \$9,928 from their tree fund line item. The total city-wide tree inventory cost is \$19,856.

### **Development Services Committee**

Council recently approved the establishment of a new Development Services Committee. This committee is made up of three Councilmembers and three Planning Commissioners. The purpose of the committee is to assist the Planning Commission through the Comprehensive Plan Update over the next two years by providing advice to the Development Services Director. The Development Services Director is the Chair of the committee.

The committee has no input or authority within the decision making of the Planning Commission. The committee will provide advice to the Development Services Director regarding certain administrative aspects of the Comprehensive Plan Update. Process, scheduling, and reviews of draft presentations of completed Planning Commission work prior to submittal to Council are the general areas of involvement by the new committee.

Initial topics for the committee include discussion of a scope of work, and status of the 2021 Tree Code amendments and the process for the topic return to Council. In early meetings the committee will discuss process, Comprehensive Plan Update scheduling, use of a consultant to assist our Planning Manager, and consultant costs.

The first "DSC" meeting is scheduled for Wednesday March 16<sup>th</sup>.

### **Tree Management Code Consultant**

We are continuing to work with two arborist companies on completing draft contracts. It is expected that we will have finalized agreement on work scopes and fee schedules quite soon. There is a balance between service and cost and getting the best of both has taken some time. Our costs will increase beyond what we were paying for Tom Early through Otak and what was budgeted for 2021, but we have worked at assuring that those increases are mitigated. Working with two companies allows us to use the best skills of each at rates which reflect the qualification and level of the work they will do for us. I expect that both companies will give us exceptional service. Having two arborists working for a jurisdiction is common.

### **Permit Tracking and Portal**

We continue to work with our permit software vendor to assure the best service possible. We continue to have several technical issues. Because of the unresolved technical issues we are exploring other vendor options.

The best course is to continue to work with our current vendor towards their perfection of the product we use. Changing vendors is an option and might need to happen. Changing vendors would be time consuming and expensive. Likely about 2-years and over \$200,000 to change vendors. We want to avoid changing our permitting vendor if at all possible.

Our permit software is called "SmartGov". SmartGov has been owned and provided to Medina through three owners just since we began working with our public portal 3-years ago. These changes in ownership have not helped with getting the service we need.

### **Code Enforcement**

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

Earlier this year we began a new approach to investigating construction parking. Discovering if a vehicle is actually associated with permitted construction, and then finding out which project is involved can be time consuming and very difficult to do. Below is a new Warning Notice that we are using. Our Deputy Building Official places these on suspected construction vehicles which are parking in the public right of way. This has been helping. Last month this Notice was applied to vehicles parked in the Park & Ride that we suspected were associated with a construction project. The vehicles did not return after having reportedly been in the Park & Ride each day for some time.



# The City of Medina

DEVELOPMENT SERVICES DEPARTMENT

501 Evergreen Point Road  
Medina, WA 98039

## WARNING NOTICE

No construction project related vehicles are allowed to park outside of private property boundaries except where signed on NE 12th St.

Continued violations will result in a Stop Work Order for your project per Medina Municipal Code 1.15.070

If you have questions or concerns, contact Rob Kilmer, Deputy Building Official for the City of Medina, at (425) 233-6413

We are currently investigating what appears may be a significant deviation from an issued permit. A Tree Activity permit issued for a 3-lot short plat that is under construction appears to be out of conformance with its permits in several aspects. A field investigation resulted in a list of issues which will now need to be addressed. Fines, fees, re-planting all may be a part of this.

### **St. Thomas School**

St. Thomas has been adding onto their school and renovating other portions. The work has been over the past 3-years and in 3-phases.

Phase three is now complete. Phase three involved interior renovations. The project is now done with a new Certificate of Occupancy issued.



# Monthly Issued Permit Report

February, 2022

Page 1 of 1  
Report run on: 03/01/2022 12:54 PM

Construction Value:	February 2022	February 2021	2022 YTM	2021 YTM	Difference
Accessory Structure	-	-	-	-	\$0.00
Addition / Alteration	\$20,000.00	\$20,000.00	\$895,035.00	\$523,000.00	\$372,035.00
Fence / Wall	\$75,000.00	\$5,000.00	\$78,500.00	\$9,000.00	\$69,500.00
New Construction	\$4,745,306.00	-	\$7,645,306.00	\$2,364,659.00	\$5,280,647.00
Repair / Replace	-	-	-	-	\$0.00
Wireless Comm. Facility	-	-	-	-	\$0.00
<b>Total Value:</b>	<b>\$4,840,306.00</b>	<b>\$25,000.00</b>	<b>\$8,618,841.00</b>	<b>\$2,896,659.00</b>	<b>\$5,722,182.00</b>

Permits Issued:	February 2022	February 2021	2022 YTM	2021 YTM	Difference
New Construction	2	-	3	1	2
Permit Extension	3	7	6	9	(3)
Accessory Structure	-	-	-	-	0
Addition / Alteration	1	1	2	5	(3)
Construction Activity Permit	5	-	7	2	5
Demolition	2	1	3	2	1
Fence / Wall	2	1	3	2	1
Grading / Drainage	2	-	3	1	2
Mechanical	7	5	17	15	2
Other - Moving	-	-	-	-	0
Plumbing / Gas	5	5	11	18	(7)
Repair / Replace	-	-	-	-	0
Reroof	-	-	-	-	0
Right of Way Use	6	9	12	15	(3)
Tree Mitigation	6	1	13	6	7
Wireless Comm. Facility	-	-	-	-	0
<b>Total Permits:</b>	<b>41</b>	<b>30</b>	<b>80</b>	<b>76</b>	<b>4</b>

Inspections:	February 2022	February 2021	2022 YTM	2021 YTM	Difference
Building	105	90	172	142	30
	17	14	27	34	(7)
Engineering/Other	2	5	11	7	4
Tree	2	-	5	1	4
<b>Total Inspections:</b>	<b>126</b>	<b>109</b>	<b>215</b>	<b>184</b>	<b>31</b>

## Monthly Applications Submitted

02/01/2022 – 02/28/2022

Permit Type	Submitted Date	Permit Number	Total Valuation	Address
ADDRESS ASSIGNMENT	02/16/2022	ADDRESS-22-001		
<b>TOTAL ADDRESS ASSIGNMENT:</b>	<b>1</b>		<b>\$0.00</b>	
ADVANCE DEPOSIT	02/08/2022	DEP00163		3234 78TH PL NE
ADVANCE DEPOSIT	02/08/2022	DEP00164		7626 NE 10TH ST
<b>TOTAL ADVANCE DEPOSIT:</b>	<b>2</b>		<b>\$0.00</b>	
B-ADD/ALT	02/18/2022	B-21-131	\$360,000.00	500 86TH AVE NE
B-ADD/ALT	02/28/2022	B-22-027	\$2,500.00	7545 NE 28TH PL
<b>TOTAL B-ADD/ALT:</b>	<b>2</b>		<b>\$362,500.00</b>	
B-DECK	02/02/2022	B-22-021	\$315,079.00	8905 GROAT POINT DR
<b>TOTAL B-DECK:</b>	<b>1</b>		<b>\$315,079.00</b>	
B-DEM	02/02/2022	D-22-002		632 EVERGREEN POINT RD

B-DEM	02/24/2022	D-22-003		2436 82ND AVE NE
<b>TOTAL B-DEM:</b>	<b>2</b>		<b>\$0.00</b>	
B-FENCE	02/07/2022	B-22-015	\$50,000.00	1637 77TH AVE NE
B-FENCE	02/08/2022	B-22-023	\$25,000.00	2053 77TH AVE NE
<b>TOTAL B-FENCE:</b>	<b>2</b>		<b>\$75,000.00</b>	
B-GAS	02/02/2022	G-22-004		8235 NE 8TH ST
B-GAS	02/22/2022	G-22-008		2221 77th Ave NE
B-GAS	02/23/2022	G-22-009		7914 NE 26TH ST
B-GAS	02/25/2022	G-22-010		3244 76TH AVE NE
<b>TOTAL B-GAS:</b>	<b>4</b>		<b>\$0.00</b>	
B-LIFT	02/01/2022	B-22-020		3223 EVERGREEN POINT RD
<b>TOTAL B-LIFT:</b>	<b>1</b>		<b>\$0.00</b>	



B-MECHANICAL	02/02/2022	M-22-019		624 81ST AVE NE
B-MECHANICAL	02/09/2022	M-22-022		3217 78TH PL NE
B-MECHANICAL	02/15/2022	M-22-023		2036 EVERGREEN POINT RD
B-MECHANICAL	02/18/2022	M-22-024		810 84TH AVE NE
B-MECHANICAL	02/22/2022	M-22-025		8398 NE 12TH ST
<b>TOTAL B-MECHANICAL:</b>	<b>5</b>		<b>\$0.00</b>	
B-PLUMBING	02/23/2022	P-22-010		7914 NE 26TH ST
<b>TOTAL B-PLUMBING:</b>	<b>1</b>		<b>\$0.00</b>	
B-TELE	02/09/2022	B-22-024	\$70,000.00	8398 NE 12TH ST
<b>TOTAL B-TELE:</b>	<b>1</b>		<b>\$70,000.00</b>	
CAP - CONSTRUCTION ACTIVITY PERMIT	02/28/2022	CAP-22-007		500 86TH AVE NE
<b>TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:</b>	<b>1</b>		<b>\$0.00</b>	

ENG-GRADING/DRAINAGE	02/24/2022	ENG-GD-22-004		2436 82ND AVE NE
<b>TOTAL ENG-GRADING/DRAINAGE:</b>	<b>1</b>		<b>\$0.00</b>	
P-ADMIN SPECIAL USE	02/11/2022	P-22-008		550 OVERLAKE DR E
<b>TOTAL P-ADMIN SPECIAL USE:</b>	<b>1</b>		<b>\$0.00</b>	
P-NON ADMIN VARIANCE	02/16/2022	P-22-009		607 86TH AVE NE
<b>TOTAL P-NON ADMIN VARIANCE:</b>	<b>1</b>		<b>\$0.00</b>	
P-SEPA/SUBSTANTIAL DEV	02/01/2022	P-22-006		8925 GROAT POINT DR
<b>TOTAL P-SEPA/SUBSTANTIAL DEV:</b>	<b>1</b>		<b>\$0.00</b>	
PW-RIGHT OF WAY	02/01/2022	PW-ROW-22-008		2226 79TH AVE NE
PW-RIGHT OF WAY	02/03/2022	PW-ROW-22-010		8160 NE 24TH ST
PW-RIGHT OF WAY	02/03/2022	PW-ROW-22-011		632 EVERGREEN POINT RD
PW-RIGHT OF WAY	02/04/2022	PW-ROW-22-013		7747 OVERLAKE DR W

PW-RIGHT OF WAY	02/07/2022	PW-ROW-22-014		442 87TH AVE NE
PW-RIGHT OF WAY	02/08/2022	PW-ROW-22-015		8000 NE 16TH ST
PW-RIGHT OF WAY	02/08/2022	PW-ROW-22-017		2019 79th Ave NE
PW-RIGHT OF WAY	02/09/2022	PW-ROW-22-018		8845 OVERLAKE DR W
PW-RIGHT OF WAY	02/10/2022	PW-ROW-22-019		2226 79TH AVE NE
PW-RIGHT OF WAY	02/14/2022	PW-ROW-22-020		508 UPLAND RD
PW-RIGHT OF WAY	02/16/2022	PW-ROW-22-021		2019 79th Ave NE
PW-RIGHT OF WAY	02/22/2022	PW-ROW-22-022		8845 OVERLAKE DR W
PW-RIGHT OF WAY	02/25/2022	PW-ROW-22-025		1525 79th place ne
<b>TOTAL PW-RIGHT OF WAY:</b>	<b>13</b>		<b>\$0.00</b>	
TREE-ADMIN ROW TREE REMOVAL	02/01/2022	TREE-22-016		2205 78TH AVE NE
<b>TOTAL TREE-ADMIN ROW TREE REMOVAL:</b>	<b>1</b>		<b>\$0.00</b>	

TREE-RESTORATION	02/03/2022	TREE-22-018		8417 NE 10TH ST
<b>TOTAL TREE-RESTORATION:</b>	<b>1</b>		<b>\$0.00</b>	
TREE-WITH BUILDING/DEVELOPMENT	02/24/2022	TREE-22-021		2436 82ND AVE NE
<b>TOTAL TREE-WITH BUILDING/DEVELOPMENT:</b>	<b>1</b>		<b>\$0.00</b>	
<b>Total # of Permits</b>	<b>43</b>		<b>\$822,579.00</b>	

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-015	GENERAL	COMPLETED	Rob Kilmer	2890 Evergreen Point Road	<p>Description: Complaint received of overcrowding at Park &amp; Ride due to construction-project related vehicles</p> <p>Action Taken: Created notices and placed them on each vehicle that appeared to be construction related. Followed up during the next day and did not find 3 of the 5 vehicles of that notices had been placed upon. Did not find additional vehicles that looked obviously construction related.</p>
CC-2022-016	GENERAL	COMPLETED	Rob Kilmer	7545 NE 28TH PL	<p>Description: Complaint regarding construction noise</p> <p>Action Taken: Investigated and determined a building permit was not needed for the project's scope of work. Advised the project manager regarding construction work hours and construction noise hours in Medina. Project manager agree to limit percussive noise to the permitted hours.</p>
CC-2022-017	GENERAL	COMPLETED	Rob Kilmer	8401 NE 7TH ST	<p>Description: Report of storm water issue</p> <p>Action Taken: Visited site and spoke with reporting homeowner. Followed up with further information in answer to homeowner's questions.</p>
CC-2022-018	GENERAL	OPENED	Rob Kilmer	8658 NE 7TH ST	<p>Description: Report of work performed without permit.</p> <p>Action Taken: Visited site to gather facts. Investigation ongoing.</p>
CC-2022-019	GENERAL	COMPLETED	Rob Kilmer	508 UPLAND RD	<p>Description: Apparently construction related vehicle parked along ROW.</p> <p>Action Taken: Investigated and found that the vehicle was unrelated to construction activities. The owner is a routine home maintenance worker.</p>
CC-2022-020	GENERAL	COMPLETED	Rob Kilmer	227 UPLAND RD	<p>Description: Potentially construction related vehicles parked along ROW.</p> <p>Action Taken: Left warning notices on each vehicle.</p>

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-021	GENERAL	COMPLETED	Rob Kilmer	8000 NE 16TH ST	<p>Description: Report of a commercial sign displayed in ROW</p> <p>Action Taken: Sign was removed by owner prior to any action needing to be taken.</p>
CC-2022-022	GENERAL	COMPLETED	Rob Kilmer	8400 NE 7TH ST	<p>Description: Potentially construction related vehicle parked along ROW.</p> <p>Action Taken: Left warning notice on vehicle.</p>
CC-2022-023	INITIAL WARNING	COMPLETED	Rob Kilmer	7619 NE 22ND ST	<p>Description: Potentially construction related vehicle parked along ROW.</p> <p>Action Taken: Left warning notice on vehicle.</p>
CC-2022-024	INITIAL WARNING	COMPLETED	Rob Kilmer	1635 77TH AVE NE	<p>Description: Potentially construction related vehicle parked along ROW.</p> <p>Action Taken: Left warning notice on vehicle.</p>
CC-2022-025	GENERAL	COMPLETED	Rob Kilmer	1400 EVERGREEN POINT RD	<p>Description: Report of tree cutting taking place</p> <p>Action Taken: Scope of work found to be hedge pruning only</p>
CC-2022-026	GENERAL	COMPLETED	Rob Kilmer	2221 77TH AVE NE	<p>Description: Work performed without obtaining the correct permit</p> <p>Action Taken: Instructed the contractor on how to bring the project into compliance</p>
CC-2022-027	SIGN VIOLATION	COMPLETED	Rob Kilmer	8000 NE 16TH ST	<p>Description: Report of a commercial sign displayed in ROW</p> <p>Action Taken: Sign was removed prior to being found. Extra attention is now being paid to this location to see when the sign gets placed/removed.</p>
CC-2022-028	GENERAL	COMPLETED	Rob Kilmer	2631 EVERGREEN POINT RD	<p>Description: Voicemail received regarding potential tree cutting having occurred. Caller requested to speak with City Manager or Police.</p> <p>Action Taken: Provided caller's voicemail to City Manager who provided it to Police Department. Visited site with Officer Glenn and determined that this was not a permit issue. Officer Glenn followed up with the homeowner.</p>



# Code Enforcement for February

Report run on: 02/28/2022 02:48 PM

Case Number	Case Type	Case Status	Assigned To	Address	Case Text
CC-2022-029	GENERAL	OPENED	Rob Kilmer	3444 EVERGREEN POINT RD	<p>Description: Work performed without all necessary permits.</p> <p>Action Taken: Advised applicant of requirement to obtain a mechanical permit in addition to their approved gas permit.</p>
CC-2022-030	ROW VIOLATION	COMPLETED	Rob Kilmer	8426 OVERLAKE DR W	<p>Description: Neighborhood residents reported construction-related vehicles parked along ROW. Previously these vehicles had been associated with non-construction related activity.</p> <p>Action Taken: Notified Agent for the implicated construction site that the vehicles are required to be removed if they belong to any worker on that site. The vehicles were no longer present when I revisited the area.</p>



# CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144  
TELEPHONE 425-233-6400 | [www.medina-wa.gov](http://www.medina-wa.gov)

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Date: March 14, 2022

To: Future Finance & HR Director, Staff, Mayor and City Council

From: Julie Ketter, out-going Finance & HR Director

Re: Update report on Levy Lid Lift ballot measure of 2019, new developments

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I am taking this opportunity to thank the entire Medina City team and community for the support they gave me over the last 8 years.

In an effort to capture the institutional memory I have amassed regarding the City's levy lid lift ballot measure of November 2019 and property taxes, I have assembled this memo to help the team going forward. The City is currently half-way through their 6-year, voter approved levy lid lift. There are a few updates that I would like to outline. This document is arranged chronologically; the new developments and their implications will be found starting on the bottom of page 4.

## **Background:**

Since the passage of Initiative 747 in 2001 Medina, like many other jurisdictions in the state, struggled to maintain the level of service residents expect with its major source of revenue for these services unable to grow at the same pace of rising costs.

I-747 limited annual increases to property tax levies by local taxing jurisdictions to only 1%. By 2018, the City was at a financial crossroads. The cost of providing basic services had been growing faster than the available revenue streams—expenses had risen an average of 4-5% per year while revenue was only growing at an average of 2.5% per year. The City Council had previously been able to balance the budget through aggressive cost-saving measures, identifying additional revenue sources and dipping into reserves. But the City could no longer find efficiencies without impacting service delivery and its sources of reserves were nearly depleted. The City was projected to have a \$500,000 budget deficit by 2020 and a \$3.3 million cumulative deficit by 2025.

In 2018, Council & Staff began studying solutions for a long-term financial plan. While many ideas for additional revenue sources, cost-recovery directions and expense trimming were discussed; they were small. Cumulatively they lacked the impact to correct the City's financial trajectory without also a significant reduction of core service levels, an idea which the Council was uncertain the community would embrace. A more impactful solution, sale of public property was also discussed but Council felt it was also an idea which the community wouldn't embrace. I-747 does allow for an increase to property tax levies beyond the 1% limit, if proposed to the voters and it is approved by a

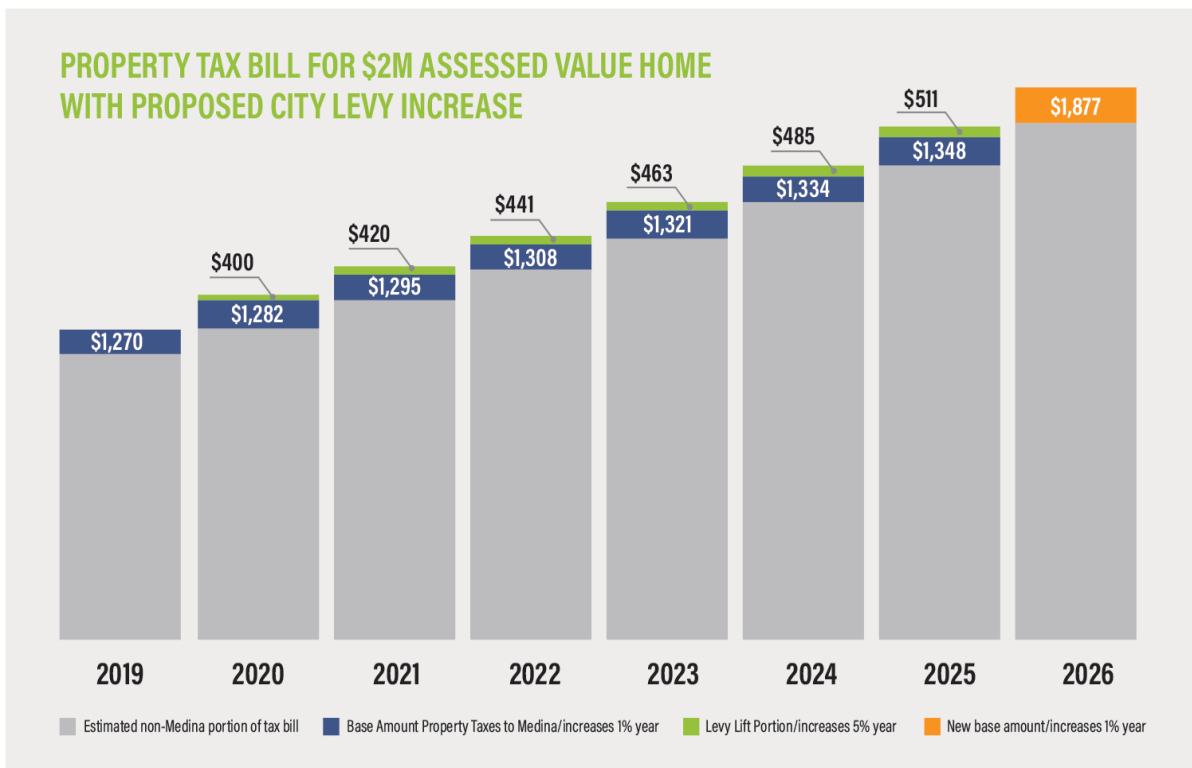


majority. March 11<sup>th</sup>, 2019, the Council approved Ordinance 970 which directed a measure to be placed on the November 5<sup>th</sup> ballot.

The ballot measure (Proposition 1) was crafted around the following goals:

- Maintain the same service levels provided in 2019
- Create a 10-year solution for financial stability

The City decided on a multi-year, permanent levy. The initial “bump” would add \$0.20 per \$1000 AV in 2020; increasing the tax bill on a \$2M tax assessed home, for example, by \$400. The additional overall amount generated from this would be approximately \$900K, would turn the City away from deficit spending and start restoring financial health. Years 2-6 of the levy period would see this amount increased by 5% each year (approximately \$945K, \$992K, etc.). This would keep revenues moving with expense inflation, plus an additional amount to transfer to a Levy Stabilization Fund. This would fill the budget gaps that would arise once the term of the levy measure expired, allowing the City to continue balancing its budget through its goal of 10 years (2029). Once the 6-year levy period was over, the amount collected its final year (2025) would roll into the City’s regular (statutory) levy to create a new base that would then only increase by 1% each year as allowed by law.

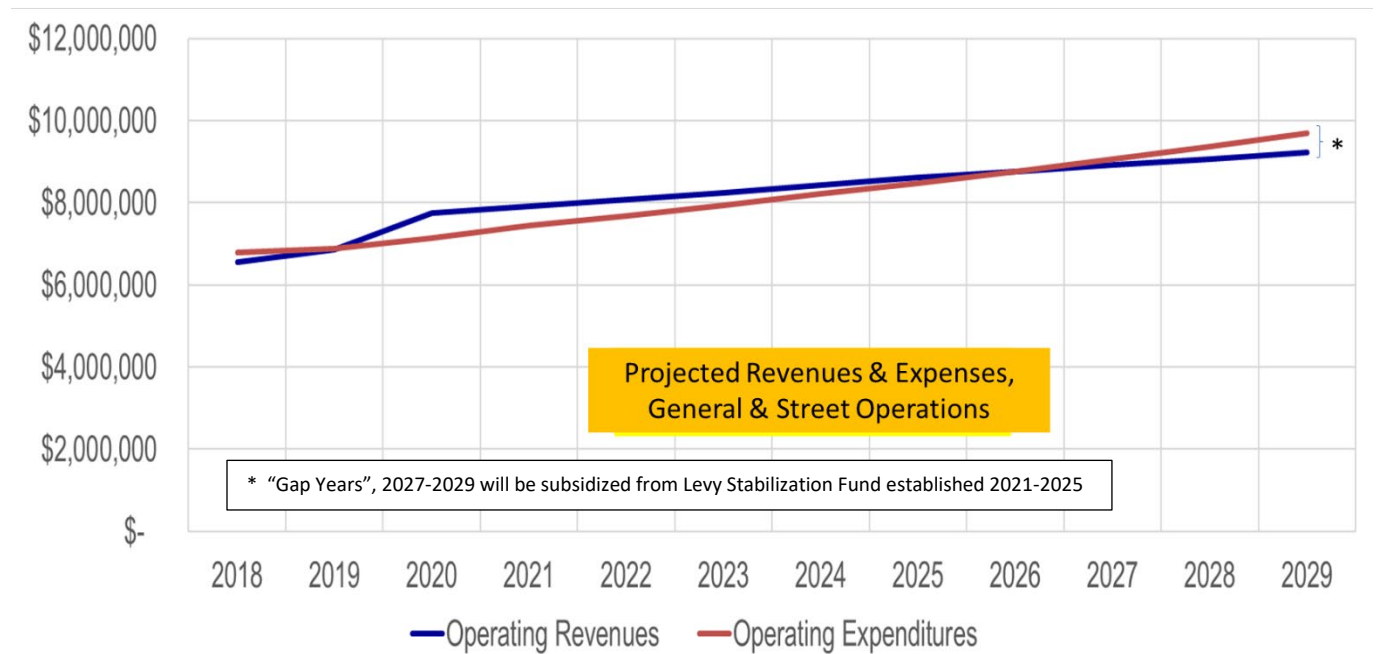


While this structure created challenges in explaining how it would work to residents, it was important to the City not to create a 10-year solution that required a bigger increase

all in one year, just to sit on a large amount of taxpayer money for nearly a decade; but rather to ease in the need over the longest period allowed.

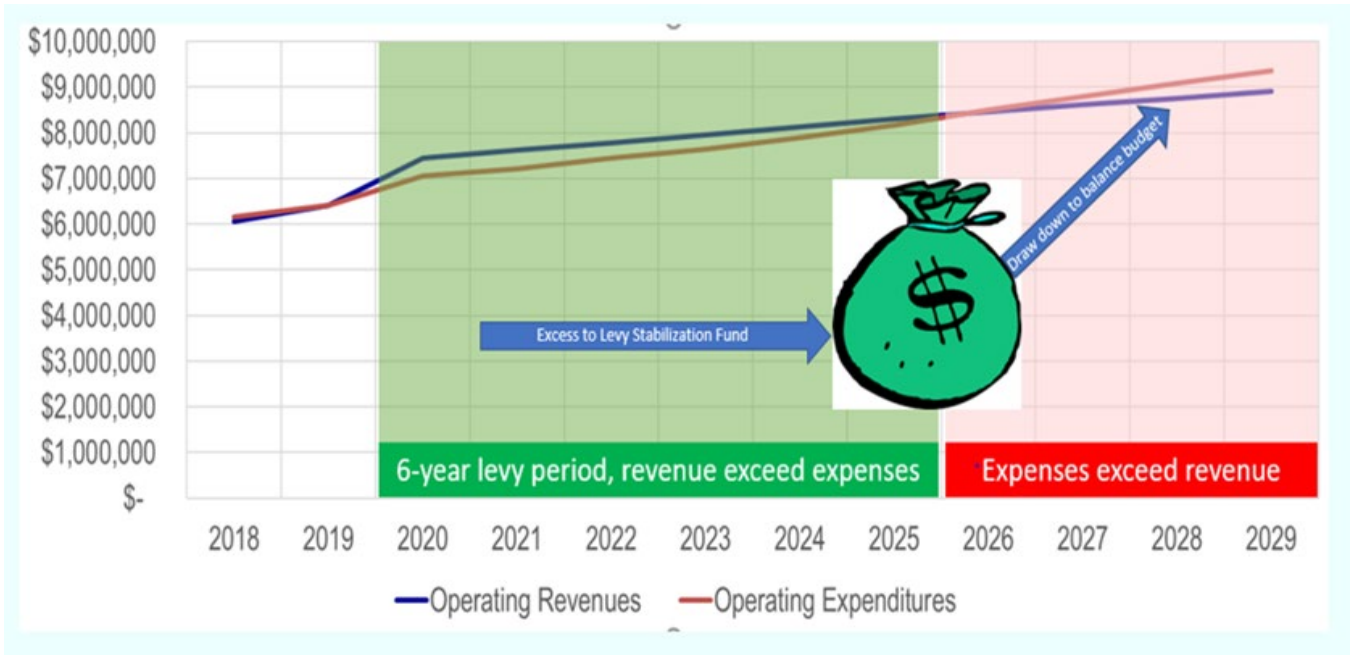
A record voter turnout for an off-season election, nearly 60% was received. During the 3-week period the vote was being counted, from election day to when the results were required to be finalized, the measure remained too close to call. Ultimately the measure passed, 51% to 49%.

**Revenues Compared to Expenses Reflecting Passing of Levy Lid Lift:**



**Making 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 an operating reserve to draw on for at least another 4 years. 2021’s budget reflects a \$500K transfer into this fund. See illustration on following page.



**Other promises made to the voters:**

**-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.

**AFTER THE BALLOT MEASURE PASSED, WHAT HAPPENED NEXT?**

Late November prior to a tax year, the King County Assessor’s office requires taxing districts to submit the amounts of their requested levy, up to the maximum available. Typically, the amount requested is the maximum, which is calculated by the Assessor reflecting the prior

year's total amount + the 1% increase as allowed by law and adjustments made for new construction, utility value & prior year refunds. A taxing district is not required to request the full amount if they do not need it all to meet their budget's needs. Any amount deferred will be available in future years and is called "banked capacity". Since banked capacity are amounts the taxing district is already entitled to, it can be drawn partially or in full by the entity's governing board (Council) as part of the annual budgeting process, despite the fact it makes a total tax levy increase that year exceed 1%. It should not be a surprise that in this era of a 1% increase cap on cities major source of funding, property taxes, it is rare to find a City with banked capacity.

**Year 1 (2020):**

November 25<sup>th</sup>, 2019, Staff submitted the required documents to the KC Assessor's office to receive in 2020 the maximum levy available based on last year's amount (see italicized in above paragraph). Also, the additional \$0.20 per assessed \$1K valuation outlined in the approved levy lid lift measure was included. That generated an additional \$942,833 of revenue for the City. This is the permanent bump described in the levy materials that would increase each of the remaining years (2-6), by 5% and then roll into the original base levy to go forward with the same 1% increase limitations. See chart at the bottom of page 3. The large gray part of the bars represents all the other taxing districts homeowners pay---schools, county, transit, etc. The small colored sections go to Medina, the only part they can control. The blue is the City's regular, legacy levy amount that is limited to only the 1% increase. The green is the new addition approved by the voters that increases 5% each year until the end of the measures' term. Once it is over, starting in 2026 they comingle (orange on the chart) and become the City's regular levy, limited to 1% increases each year unless voted on (again) by the people.

The additional amounts to be added to the budget as a result of the levy lid lift measure, during the period of 2020-25 are:

	<u>Amount of Increase</u>	<u>Total</u>	
2020	\$ 942,833	\$ 942,833	Initial "bump"
2021	\$ 47,142	\$ 989,975	} +5% each year
2022	\$ 49,499	\$ 1,039,473	
2023	\$ 51,974	\$ 1,091,447	
2024	\$ 54,572	\$ 1,146,019	
2025	\$ 57,301	\$ 1,203,320	

**Year 2 (2021):**

Autumn of 2020, staff & Council prepared the 2021 budget and set the property tax amount to request, as outlined above. The KC Assessor's office responded to our submission, wanting to know where the additional \$989,975 came from. They didn't have in their records any indication that the "bump" was permanent and also did have that in levy years 2-6 the original base levy would be able to increase 5%. This effectively, would erase most of the intent of the original ballot measure as explained to the public.

I'd like to digress for a paragraph at this point to add in some details that will give context to what happened next. December 2017, staff launched a long-term financial planning process to help educate the Council and community as to the problems the City was facing. Since nobody on staff or Council had ever been involved in something like this before, especially when it became obvious that the Levy Lid Lift option was the only solution that would repair the damage done with nearly two decades of revenues held below inflation; consultants & experts were brought in at key steps along the way. FCS Group verified in-house calculations and Lund Faucett helped create educational materials for the community to clearly explain the problem and a rather complex solution. As required by law, the City Attorney drafted the ballot title and measure, both of which require precise language that is tightly restricted by challenging word count limits. We had discussions along the way with the State Auditor's Office, MRSC, AWC and fellow cities who had experience. *A key piece of advice we had gotten from multiple sources was followed: before finalizing the ballot title and measure, run it through the **KC Assessor's office** and the **WA Dept of Revenue**. They came back to us with an OK, looks good.* Now fast-forward to after the measure passed and sometime in the first half of 2020: a key-contact, long-time employee with the KC Assessors office retired. Like most agencies during COVID, they had difficulties filling the void caused by the loss.

So, while the issue with the KC Assessor's office was distressing it was not terribly surprising. The City Attorney drafted a letter stating the City's position. KC stepped back from their initial response, referred to themselves as just an Administrator to property taxes and passed the issue to the WA Dept of Revenue as the Interpreter they defer to. Eventually, the State's ruling came back with an unexpected twist. In addition to reinstating the 2020 increase to permanent status, they now said that they interpret the language of the ballot, which voters approved, to mean that the 5% increase allowance for years 2-6 extends to the entire City's levy, both the "bump" portion and legacy portion! (New Finance Director: There is a more detailed, colorful account of all this saved in the I:drive and a hard copy in the "King County-Tax Roll" binder in your office.)

Since the 2021 budget was already set based on the originally anticipated revenue from the property tax levy determined well before all this drama, the City went ahead with its submission as planned. The City ignored the newly increased maximum levy allowed, letting the difference become banked capacity. Although the WA Dept of Revenue indicated the determination was final, it happened so suddenly and felt somewhat capricious, so staff felt it

best to wait until the cycle came around again before addressing the long-term picture of what this might mean for the City's future finances.

### **Year 3 (2022):**

Autumn of 2021 arrived and along with it the worksheets from the KC Assessor's office outlining the City's maximum property tax levy allowed. Aside from a significant transposition error in their internal calculations, which was easy to point out to them and get corrected, the effect of reinterpretation of the ballot measure by the WA Dept of Revenue remained. Final was, indeed, final. As with the previous year, Staff and Council had worked up the 2022 budget prior to receiving the Assessor's materials. The budget and property tax levy amount required fell in line with the City's original intention for the Levy Lid Lift. It has been stated often in recent years that the City's budget was essentially written for the next ten years when the levy measure passed. Those budgets are guided by a basic framework or promises made to the voters:

- No change in service levels compared to 2019.
- Apply the 2020 increase to maintain those levels, absorbing impacts of inflation and filling the hole left from years of deficit spending.
- Amounts received 2021-25 in excess of funds needed to continue same service levels would be held in a separate fund. Once the 6-year levy period is over, inflation will begin to out-pace revenues. This fund will be used to fill revenue gaps for a minimum of 4 years, the last of part of the "ten years of financial stability" promise. Although current projections indicate that the fund could possibly fill revenue gaps for a bit longer than that.

With this in mind, staff went forward as they did in the prior year; the status-quo budget was adopted and the excess amount of available property tax levy was ignored, letting it sit as banked capacity.

### **Year 4-6 (2023-25) and the future:**

Currently the City has \$317,755 of banked capacity available that can be drawn on in future years to increase revenues. By the end of the 6-year levy lid lift period, if the City continues to bank this excess in the same manner, the total banked capacity available going into 2026 will be approximately \$800K. While that sounds significant, keep in mind that it is less than the 2020 bump of \$943K which only increased, for example, the median valued home in the City tax bill by approximately \$400 a year. Also keep in mind going into 2026, this begins the period outlined in the long-term financial planning when the City would be drawing on the Levy Stabilization Fund to fill budget gaps caused by revenues not being able to keep up with inflation's effect on expenses. It would likely be unnecessary to address the banked capacity until at least 2030, or later depending on how long it takes to deplete the Levy Stabilization Fund. After that, would be the point in the long-term financial plan that was identified as when the City would need to talk about the newly evolving difficulties balancing the budget within revenue restraints. Déjà vu, December 2017, only with that lingering banked capacity likely still hanging out there.

Ultimately, what the City wants to do with its banked capacity falls entirely within the discretion of the Council; even if they want to draw it all in next year, ignore until the end of days, or something in between. As mentioned earlier, banked capacity is looked upon by the law as deferred revenue the City is entitled to. While it may sit awkwardly based on how it came about versus the initial intention, it isn't going to go away. A part of me is disappointed to be retiring and missing out on the fun of helping Council tackle this interesting quandary.

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# CITY OF MEDINA

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

**Date:** March 14, 2022  
**To:** Honorable Mayor and City Council  
**Via:** Stephen R. Burns, Interim City Manager  
**From:** Aimee Kellerman, City Clerk  
**Subject:** Central Services Department Monthly Report

## MARCH AND APRIL PUBLIC MEETINGS AND EVENTS

<b>Event</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
Park Board Meeting	Mar 21	5:00 pm	Teleconference/Online
Planning Commission Meeting	Mar 22	4:00 pm	Teleconference/Online
City Council Meeting	Mar 28	4:00 pm	Teleconference/Online
City Council Meeting	Apr 11	4:00 pm	Teleconference/Online
Park Board Meeting	Apr 18	5:00 pm	Teleconference/Online
Shredder/Drug-Take Back/E-cycling Day	Apr 23	9:00 am – 12:00 pm	Medina Park Parking Lot
City Council Meeting	Apr 25	4:00 pm	Teleconference/Online
Joint CC/PC Meeting	Apr 26	4:00 pm	Teleconference/Online

*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 February, the City issued 17 bulletins amounting to a total of 44,691 bulletins delivered to subscribers; approximately 11.8% were opened. See **Attachment 1**.

As of February 28, the City had 12,509 subscribers (change in total subscribers **+171**), with a combined total of 122,212 subscriptions (change in total subscriptions **+1,394**).

## RECORDS REQUESTS

As of February 28, 6 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 Rate	Wireless Recipients
Comparisons:						
February, 2022	17	48,354	44,691	4,260	11.80%	10,350
January, 2022	25	101,589	94,429	10,651	14.20%	23,288
December, 2021	32	193,448	180,037	18,165	13.10%	49,149
November, 2021	27	100,179	93,226	7,593	10.20%	22,569
October, 2021	37	124,366	118,068	9,230	8.60%	21,579
September, 2021	25	86,280	80,364	6,546	10.10%	18,846
August, 2021	21	98,271	92,022	9,193	12.40%	21,013
July, 2021	17	46,230	43,222	4,020	10.80%	7,435
June, 2021	23	80,050	75,120	6,629	10.40%	13,924
May, 2021	31	120,746	113,370	10,176	10.70%	21,364
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
Date Sent	Top 10 Most Read Bulletins During February			Emails Opened	Email Open Rate	
02/01/2022 03:47 PM PST	Community E-lert® - DIGITAL SPEED SIGNS			934	29%	
02/04/2022 11:44 AM PST	Medina Finance Committee Agenda - Tuesday, February 8, 2022 at 11AM (on-line)			192	9%	
02/08/2022 04:15 PM PST	February 10, 2022 - Civil Service Commission Meeting Agenda Packet (online)			131	7%	
02/10/2022 10:16 AM PST	East Link Connections: Metro and Sound Transit Seek Feedback on Proposed Bus Changes as Link Light Rail Expands			1,061	14%	
02/11/2022 12:00 PM PST	Park Board Agenda Packet - Tuesday, February 15, 2022 at 5PM (on-line)			147	8%	
02/17/2022 12:33 PM PST	Notice of Hearing - Permanent Supportive and Transitional Housing - March 14, 2022 at 4pm			200	9%	
02/18/2022 01:35 PM PST	City Hall Closed on Monday, 2/21 - Presidents Day			961	13%	
02/18/2022 04:00 PM PST	February 22, 2022 Medina Planning Commission Special (On- line) Meeting Agenda Packet			179	9%	
02/24/2022 12:02 PM PST	February 28, 2022 Medina City Council Regular Meeting (on- line) Agenda			1,058	14%	
02/24/2022 12:38 PM PST	Notice of Hearing and Determination of Nonsignificance - March 22, 2022 at 2pm			148	8%	

**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](http://www.medina-wa.gov)

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DATE: March 14, 2022  
TO: Mayor and City Council  
From: Aimee Kellerman, City Clerk  
Subject: February 2022, Public Records Request Tracking

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In February 2022, Central Services staff received **6** new public records requests, **1** ongoing public records request. These requests required approximately **5 hours** of Central Services staff time and **.4 hours** of consulting time with the City Attorney. The overall February cost, which includes staff hourly rate plus benefits and City Attorney fees is approximately **\$390**.

In addition, the police department receives public records requests specific to police business that require records research and information distribution. In February 2022, the Police Department received **11** new records requests. These requests required approximately **1.5 hours** of staff time and **0 hours** of consulting time with the City Attorney. The overall February cost, which includes staff hourly rate plus benefits is approximately **\$98**. The requests are from outside law enforcement agencies, insurance carriers, the public and persons involved in the incidents.

# February 2022 Monthly PRR Report

Run Date: 03/07/2022 3:17 PM

## ATTACHMENT 2

Assigned Dept	Create Date	Reference No	Request Type	Required Completion Date	Summary	Customer Full Name	PRR - Type of Records Requested	Public Record Desired	Assigned Staff
Central Services	2/9/2022	<a href="#">P002326-020922</a>	Public Records Request	2/18/2022	Public Records Request	Tom Nanevicz	Building	Site address: 802 Evergreen Point Road (King County APN 252504-9048) Records as follows: • Permit summary (date, type of permit, applicant/tenant) or available permits from construction to present • Permits of environmental concern (petroleum storage tanks, septic systems, oil/water separators) • Record of any Activity Use Limitations (AULs) • Records regarding hazardous materials usage/storage/incidents or known environmental concerns/contamination • Records regarding aboveground or underground storage tanks	Dawn Nations
Central Services	2/9/2022	<a href="#">P002327-020922</a>	Public Records Request	3/14/2022	Public Records Request	Sarah (Sally) Zyfers	Public Works	I would like to request the names and emails of all of the people who have complained about the hedge in front of my house (corner of NE 10th Street and 86th). Per the City's request, and in follow-up to conversations with Ryan Osada and Pat Crickmore, I have made arrangements to replace/trim this hedge (work starting on 02/23/22). This hedge has been here for approximately 20 years and has never been a problem, so I am quite perplexed by these requests. I have made every effort to maintain this hedge and to replace diseased portions in keeping with the original design. I am quite concerned because we risk losing the hedge altogether due to such severe pruning - not to mention the investment in maintaining my landscape since I moved to this home in 2007. But trying to comply. Thank you.	Dawn Nations
Central Services	2/10/2022	<a href="#">P002328-021022</a>	Public Records Request	2/28/2022	Public Records Request	Braden Mineer	Building	Requesting a report of all issued and pending building permits for residential & commercial properties from 1/1/2022 to 1/31/2022. Report to include if possible: permit number, issue date, site addresses, valuation of project, description of work, contractor information and owner name. If a report is unavailable, then copies of the original permits would be more than adequate.	Aimee Kellerman
Central Services	2/15/2022	<a href="#">P002331-021522</a>	Public Records Request	2/25/2022	Public Records Request	Dylan Crawford	Building	We are a landscape architecture firm working with Douglas Eisner on his new property at 7545 NE 28th Pl in Medina. We would like the civil drawings for this property as well as the survey drawings if available.	Dawn Nations
Central Services	2/24/2022	<a href="#">P002339-022422</a>	Public Records Request	3/7/2022	Public Records Request	Janitor Michele Ray	Human Resources	It about the benefits every month! Retired!	Aimee Kellerman
Central Services	2/25/2022	<a href="#">P002341-022522</a>	Public Records Request	3/8/2022	Public Records Request	Bruce Milligan	Building	pool construction permits and all associated contractors for 1637 77th Ave Medina who are on record for the swimming pool and equipment install. Interest in the timeline from excavation, gunnite, plaster and tile as well as equipment fire off. Thank you	Dawn Nations



# CITY OF MEDINA

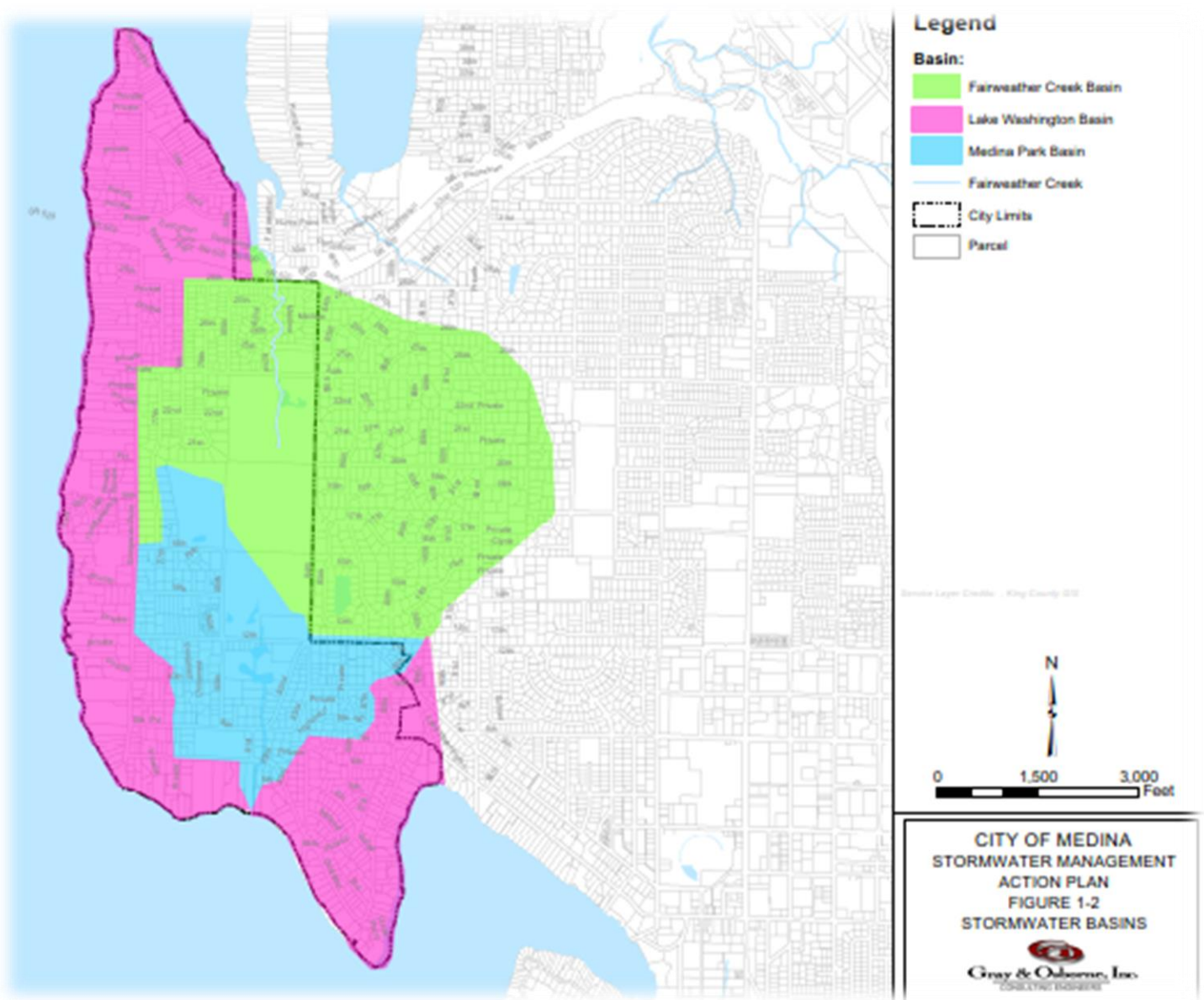
501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144  
TELEPHONE 425-233-6400 | www.medina-wa.gov

**Date:** March 14, 2022  
**To:** Honorable Mayor and City Council  
**Via:** Stephen R. Burns, Interim City Manager  
**From:** Ryan Osada, Public Works Director  
**Subject:** Public Works Monthly Report

- 1. 77TH AVENUE NE STORM REPAIR** – Kamins was finally able to complete the underground pipe installation and connections. The asphalt restoration was also completed last month, however the concrete strike has delayed pouring curb and sidewalk. Currently, concrete is scheduled for delivery the second week in March which will allow the contractor to complete the restoration along 77<sup>th</sup> Ave NE.



**2. STORMWATER MANAGEMENT ACTION PLAN (SMAP)** – The SMAP is one of many compliance requirements for Medina’s stormwater permit which is updated annually. However, there is a major update requirement due in 2023 which includes mapping and assessment of the stormwater basins within the city. This map is based on land use designations and will eventually become a major component for future stormwater requirements.



**3. SOLAR SPEED SIGNS** – Due to supply chain issues this project was delayed for several months. We were finally able to install four Solar Speed Signs at strategic locations around the city. The units will provide valuable data for the police department regarding speed. So far, the initial response has been positive and there is discussion to install more in the future.



**4. MAINTENANCE UPDATES** – The Public Works crew was able to finish most of the clean up work associated with recent rain events. They were finally able to do miscellaneous projects such as pothole repairs and clearing the Medina Park Pond outlets. With warmer temperatures and less rain, the crew can get back to mowing the regular park maintenance tasks.



## 5. PROJECT UPDATES –

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

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

**Medina Park Playground Improvements** – Public Works is in possession of the playground equipment. This project is scheduled to start April 25<sup>th</sup>.

**Post Office Floor Replacement** – Due to potential subfloor issues, the city has hired a contractor to evaluate the post office building and provide an assessment of the structure.

**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 Traffic Calming Solar Speed Signs** – completed

**2022 Hazardous Tree Removal** – in review

**NE 12th Street Sidewalk Improvements & Undergrounding** – finalizing 90% construction drawings. Waiting for Comcast and Lumen to finish their drawings

**77<sup>th</sup> Ave NE Stormwater Repair** – concrete and restorations still needs to be completed

**TIB\_NE 7th Street Overlay – 84th Ave NE to Overlake Dr** – stormwater improvements are being reviewed.

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

**2022 Localized Repair\_Stormwater** – in review

**2022 City Hall Repairs – Miscellaneous** – in review