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BEFORE THE HEARING EXAMINER OF THE CITY OF MERCER ISLAND

In re the Appeal of:

No. APL25-006

MELINA LIN,

DECLARATION OF C-N-I Locates Ltd.

Appellant,

v.

CITY OF MERCER ISLAND,

Respondent.

DECLARATION OF C-N-I LOCATES LTD

C-N-I Locates Ltd. declares as follows:

1. C-N-I Locates Ltd. is a private utility locating company with over twenty (20) years of experience providing professional utility locating services throughout Washington State. Our company employs highly experienced, trained, and field-qualified utility locating technicians who perform work in accordance with generally accepted industry standards and best practices.
2. On February 19, 2026, C-N-I Locates Ltd. was hired by Melina Lin to perform private utility locating services related to a waterline leak and utilities easement associated with the property located at 8636 N Mercer Way, Mercer Island, WA 98040 (the "Property"). The scope of work was limited to attempting to locate the private water service serving the neighboring property at 8630 N Mercer Way, using non-invasive locating methods available at the time of service.
3. As part of the locating process, a licensed plumber or maintenance professional retained by the client exposed the water service at the property-side of the water meter and inserted a clean steel fish tape into the water line. C-N-I Locates Ltd. applied an electromagnetic signal to the fish tape and used industry-standard locating equipment to

1 trace the inserted conductor. Using this method, C-N-I Locates Ltd. marked the
2 detectable portion of the water service on the ground surface.

- 3 4. The detectable signal from the inserted fish tape diminished at approximately 215 feet
4 from the point of insertion, near the end of the asphalt driveway. Markings were limited
5 to the extent of detectable signal strength and do not represent a guarantee of the
6 complete or continuous location of the water service beyond that point.
- 7 5. Photographs taken during the February 19, 2026 site visit document surface markings,
8 site conditions, and observable features within the work area, including portions of
9 retaining walls located within or near the utilities easement. These retaining wall
10 structures may impact future access, maintenance, or replacement of subsurface utilities
11 beneath them. See **Exhibit 1** for photos taken at the job site on February 19, 2026; and
12 **Exhibit 2** the waterline marked on a Survey map.
- 13 6. C-N-I Locates Ltd. previously performed similar private utility locating services at this
14 location on November 1, 2021. The scope and general observations from the 2021 work
15 are consistent with the findings observed during the February 19, 2026 site visit. An
16 invoice documenting the 2021 services is available as part of the project records. See
17 Exhibit 3 for invoice for 2021 work.
- 18 7. All services provided by C-N-I Locates Ltd. are subject to the company's standard
19 disclaimers, limitations, and terms and conditions, which are incorporated herein by
20 reference. These documents are available at:
21 • <https://cnilocates.com/disclaimer/> • <https://cnilocates.com/terms-and-conditions-for-services/> and were also provided to the client via email upon completion of services.
- 22 8. This declaration is provided on behalf of C-N-I Locates Ltd. and reflects the company's
23 work, observations, and professional opinions based solely on the scope of services
24 performed. C-N-I Locates Ltd. makes no representations beyond the limitations inherent
25 to private utility locating and the conditions present at the time of service.
26

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge and belief.

Dated this 19th day of February, 2026, at 8630 N Mercer Way Mercer Island, Washington.

C-N-I LOCATES LTD

By:  Mitchell Gasser Authorized Representative C-N-I Locates Ltd.

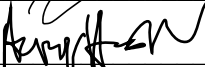
By:  Aaron Hosler Onsite Technician C-N-I Locates Ltd.

EXHIBIT 1





1003.05







1003.08















1003.15





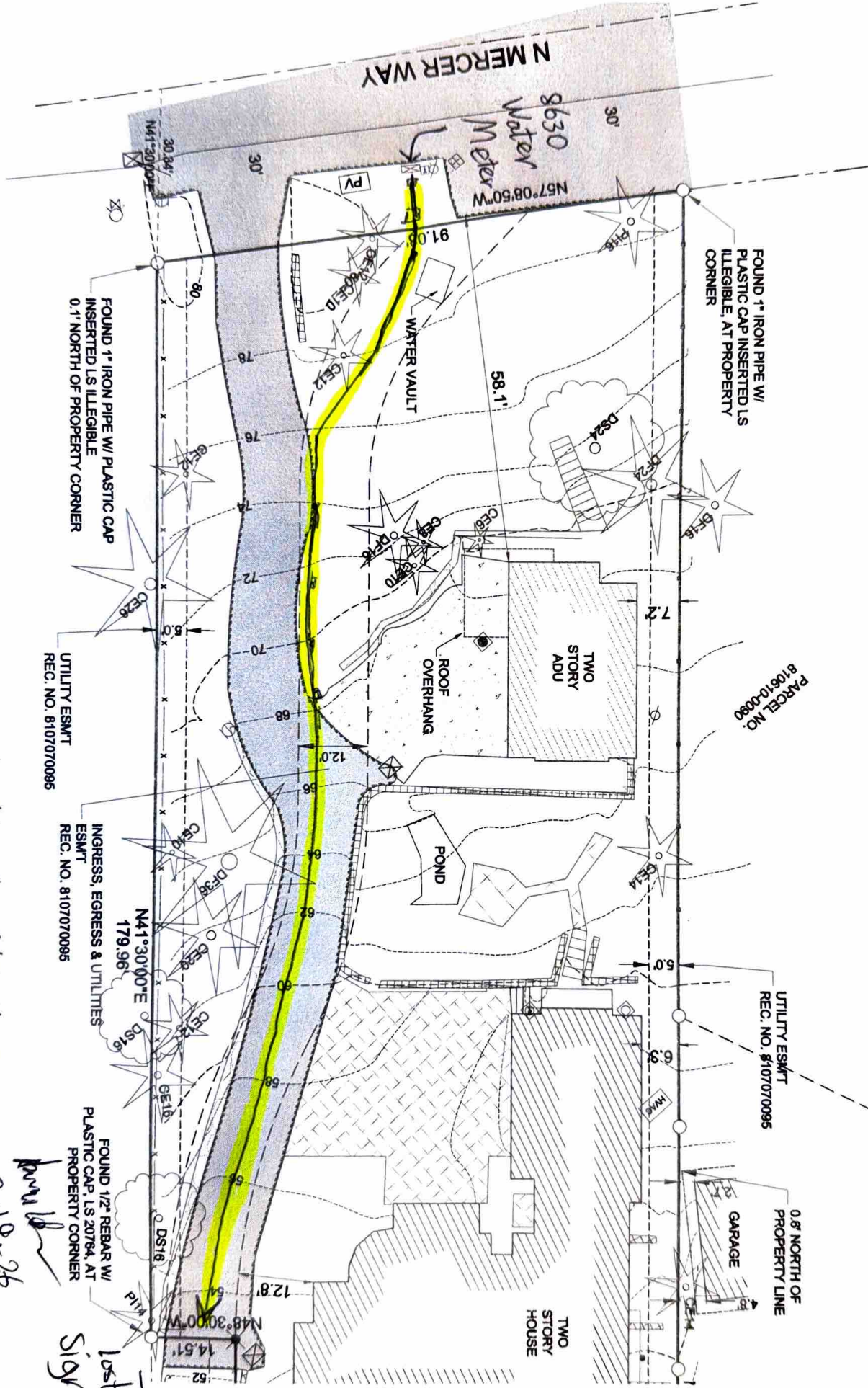




EXHIBIT 2

N MERCER WAY

8630
Water
Meter



FOUND 1" IRON PIPE W/
PLASTIC CAP INSERTED LS
ILLEGIBLE AT PROPERTY
CORNER

FOUND 1" IRON PIPE W/ PLASTIC CAP
INSERTED LS ILLEGIBLE
0.1' NORTH OF PROPERTY CORNER

UTILITY ESMT
REC. NO. 8107070095

INGRESS, EGRESS & UTILITIES
ESMT
REC. NO. 8107070095

UTILITY ESMT
REC. NO. 8107070095

FOUND 1/2" REBAR W/
PLASTIC CAP, LS 207/84, AT
PROPERTY CORNER

0.8' NORTH OF
PROPERTY LINE

Detached water line for 8630 House
(in yellow highlight)

2-19-26

Signal
lost

EXHIBIT 3



C-N-I Locates Ltd.

Melina Lin
 8630 N Mercer Way
 Mercer Island, WA 98040

☎ (206) 355-9468
 ✉ MELINALIN48@GMAIL.COM

INVOICE	#39843
SERVICE DATE	Nov 01, 2021
INVOICE DATE	Nov 01, 2021
DUE	upon receipt
AMOUNT DUE	\$180.00

CONTACT US

P.O. Box 7740
 Bonney Lake, WA 98391

☎ (253) 826-1177
 ✉ admin@cnilocates.com

Service completed by: Aaron Hosler

INVOICE

Services	qty	unit price	amount
METALLIC LINE DETECTION- UTILITIES WITH NO BREAK IN ELECTRICAL CONTINUITY: Utilizing radio frequency electromagnetic transmitters and receivers to tone and locate Electrical, Phone, Gas, TV, Sewer, Water and Storm Lines.	2.0	\$90.00	\$180.00

JOB DESCRIPTION-

Technician hooked up to fish tape, inserted into water line and located best most concise signal within work area. Customer requested additional locates on power and gas, which she was informed she is legally required to also call in 811 for locates. Hooked to power and gas at her house and located along the road up to customer's designated stopping point. Customer requested no additional locates due to budget constraints.

Total **\$180.00**

C-N-I Locates, Ltd will accept all credit cards with a 3% transaction fee for invoices above \$1000.00. Payment for services is due no later than 30 days after billing. Sums remaining owing after 30 days from billing shall bear interest of 1.5% per month. If it becomes necessary to take any action to collect the amount due, client will be liable for all costs of collection, including attorney's fees and costs of suit, collection agency fees, etc. The scope of C-N-I Locates, Ltd., service is limited to those specifically requested by client. Client understands that underground utility locates are performed per client's instructions with information (i.e. maps, records, points of origin or

termination for utility access) provided by client and relied upon C-N-I Locates, Ltd.

C-N-I Locates, Ltd., its employees and technicians have no prior knowledge of existing utilities on clients site and as such cannot guarantee that all underground utilities in the requested area will be designated. C-N-I Locates Ltd, shall not be liable for damages of any kind which may arise due to existence of underground utilities not located or mis-located and client agrees to hold C-N-I Locates, Ltd. Harmless from any such damages.

If conditions and/or circumstances are encountered at the job site which are concealed physical conditions, or unknown physical conditions of an unusual nature, which differ materially from that which is visually ascertained, customer agrees to accept responsibility for such conditions and those circumstances outside the control of contractor and further agrees to pay for any labor or materials, including repair to damaged equipment of contractor caused by such conditions and/or circumstances.

It is the intent of this provision to make the customer responsible for all (1) unforeseen and concealed conditions, and (2) for that which contractor cannot control. Accordingly, customer further agrees to hold contractor harmless and shall indemnify and defend contractor and all its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, consequential damages, arising out or as a result from the performance of contractors work involving, affecting, or relating to such unforeseen or concealed conditions regardless of whether such damages are caused in part by contractor.

Client is responsible for contacting the local one-call center to request public utility locates and for all actions required for compliance with RCW 19.122, ET. Seq. Any liability of C-N-I Locates, Ltd. Shall be limited to an amount not more than the total amount billed by C-N-I Locates, Ltd. For its services for this request.

If utilized-Ground Penetrating Radar (GPR) subsurface utility scanning is not without its limitations, its effectiveness is site specific and varies greatly from place-to-place. The most significant performance limitation of GPR is in high-conductivity materials such as clay soils and soils that are salt contaminated. Performance is also limited by signal scattering in heterogeneous conditions (E.G. Rocky Soils) and responds differently to changes in soil type, density, water, content, as well as many other buried objects; making unique identification of the desired target difficult.

GPR Structural and Concrete Imaging depth of exploration is dependent upon the electrical properties of material(s) inspected and interpretations are opinions based on judgments made from those acquired radar signals and/or other data. GPR cannot distinguish the difference between a single rebar, conduit or post tension cable. It can only detect the center and approximate depth of target. Also, while scanning in congested areas, with upper and lower rebar mat's, conduits and post-tension cables... A 3-D scan to aid in viewing various elements is recommended along with a radio frequency (RF), electromagnetic (EM) and 60 cycle scan (power must be running through these lines) is performed to detect any utilities as a secondary precaution.

At all times during the term of this agreement, and for a period of three (3) years following any termination of expiration thereof, contractor and client agree that they shall not, directly or indirectly, for themselves or on behalf of any person or entity solicit or contact any employees or customer of each other for the purpose of inducing them to terminate their employment or contractual agreements with either of them or to become employees or independent contractors of either of them or such person or entity.