



MEDINA CITY COUNCIL

Monday, March 10, 2025

5:00 PM – STUDY SESSION
6:00 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 STUDY SESSION AND REGULAR MEETING

Hybrid - Virtual/In-Person
Medina City Hall – Council Chambers
501 Evergreen Point Road, Medina, WA 98039
Monday, March 10, 2025 – 5:00 PM

AGENDA

MAYOR | Jessica Rossman

DEPUTY MAYOR | Randy Reeves

COUNCIL MEMBERS | Joseph Brazen, Harini Gokul, Mac Johnston, Michael Luis, Heija Nunn

CITY MANAGER | Stephen R. Burns

CITY ATTORNEY | Jennifer S. Robertson

CITY CLERK | Aimee Kellerman

Hybrid Meeting Participation

The Medina City Council has moved to hybrid meetings, offering both in-person and online meeting participation. Medina City Council welcomes and encourages in-person public comments. To participate in person, please fill out a comment card upon arrival at City Hall and turn it in to the City Clerk. To participate online, please register your request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message before 2PM on the day of the Council meeting; please reference Public Comments for the Council meeting on your correspondence. The City Clerk will call you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3-minute limit. The city will also accept written comments to Council@medina-wa.gov at any time.

Join Zoom Meeting

<https://medina-wa.zoom.us/j/81961696176?pwd=WjRuK3ErVy9jdmittelAvek1VeHkzUT09>

Meeting ID: 819 6169 6176

Passcode: 689036

One tap mobile

+1 253 205 0468, 81961696176# US

1. **STUDY SESSION**

[1.1](#) City Council Retreat Planning

Contacts: Mayor Jessica Rossman, Councilmembers Joseph Brazen, Councilmember Heija Nunn, City Manager Steve Burns and City Clerk Aimee Kellerman

Study Session: 60 minutes

The Regular Meeting will be at 6:00 PM

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

Council Members Brazen, Gokul, Luis, Johnston, Nunn, Reeves, Rossman

3. **APPROVAL OF MEETING AGENDA**

4. **PUBLIC COMMENT PERIOD**

Individuals wishing to speak live during the Virtual City Council meeting may register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message **before 2PM** on the day of the Council meeting. Please reference Public Comments for the 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.

5. **PRESENTATIONS**

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

Time Estimate: 10 minutes

6. **CITY MANAGER'S REPORT**

Time Estimate: 30 minutes

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

[6.1a](#) City Manager Monthly Report

[6.1b](#) Police Monthly Report

[6.1c](#) Development Services Monthly Report

[6.1d](#) Finance Monthly Report

[6.1e](#) Central Services Monthly Report

[6.1f](#) Public Works Monthly Report

7. **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.

7.1 February 2025, Check Register

Recommendation: Approve.

Staff Contact: Ryan Wagner, Finance/HR Director

7.2 Draft City Council Meeting Minutes of February 10, 2025

Recommendation: Adopt minutes.

Staff Contact: Aimee Kellerman, CMC, City Clerk

7.3 Collective Bargaining Agreement – City of Medina and Teamsters

Recommendation: Approve.

Staff Contacts: Stephen R. Burns, City Manager and Finance/HR Director Ryan Wagner

7.4 Updated Eastside Transportation Partnership Agreement

Recommendation: Approve.

Staff Contact: Stephen R. Burns, City Manager

7.5 City Manager Recruitment

Recommendation: Approve.

Staff Contacts: Ryan Wagner, Finance/HR Director and Charlotte Archer, Assistant City Attorney

8. **LEGISLATIVE HEARING**

None.

9. **PUBLIC HEARING**

None.

10. **CITY BUSINESS**

10.1 Middle Housing Update

Recommendation: Discussion only; no action needed.

Staff Contacts: Jonathan G. Kesler, AICP – Planning Manager and Kirsten Peterson, Senior Project Manager, SCJ Alliance

Time Estimate: 10 minutes

[10.2](#) Business License Discussion
Recommendation: Discussion and approval.
Staff Contact: Ryan Wagner, Finance & HR Director

Time Estimate: 30 minutes

[10.3](#) Proposed Donation for Medina Park – Timber Framed Pavilion
Recommendation: Discussion and direction.
Staff Contacts: Ryan Osada, Director of Public Works and Stephen R. Burns, City Manager

Time Estimate: 20 minutes

11. REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE

- a) Requests for future agenda items.
- b) Council round table.

12. PUBLIC COMMENT

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

13. EXECUTIVE SESSION

Time Estimate: 25 minutes

RCW 42.30.110(1)(i)

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

Time Estimate: 15 minutes

RCW 42.30.110(1)(b)

To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price

Council may take action following the Executive Session.

14. ADJOURNMENT

Next regular City Council Meeting: March 24, 2025, at 5 PM.

ADDITIONAL INFORMATION

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

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

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

UPCOMING MEETINGS AND EVENTS

Monday, March 24, 2025 - City Council Meeting (5:00PM)
Monday, April 14, 2025 - City Council Meeting (5:00PM)
Monday, April 28, 2025 - City Council Meeting (5:00PM)
Monday, May 12, 2025 - City Council Meeting (5:00PM)
Monday, May 26, 2025 - Memorial Day - City Hall Closed
Tuesday, May 27, 2025 - City Council Meeting (5:00PM)
Monday, June 9, 2025 - City Council Meeting (5:00PM)
Thursday, June 19, 2025 - Juneteenth - City Hall Closed
Monday, June 23, 2025 - City Council Meeting (5:00PM)
Friday, July 4, 2025 - Independence Day - City Hall Closed
Monday, July 14, 2025 - City Council Meeting (5:00PM)
Monday, July 28, 2025 - City Council Meeting (5:00PM)
Monday, August 11, 2025 - City Council Meeting - Dark No Meeting
Monday, August 25, 2025 - City Council Meeting - Dark No Meeting
Monday, September 1, 2025 - Labor Day - City Hall Closed
Monday, September 8, 2025 - City Council Meeting (5:00PM)
Monday, September 22, 2025 - City Council Meeting (5:00PM)
Monday, October 13, 2025 - City Council Meeting (5:00PM)
Monday, October 27, 2025 - City Council Meeting (5:00PM)
Monday, November 10, 2025 - City Council Meeting (5:00PM)
Tuesday, November 11, 2025 - Veterans Day - City Hall Closed
Monday, November 24, 2025 - City Council Meeting (5:00PM)
Thursday, November 27, 2025 - Thanksgiving Holiday - City Hall Closed
Friday, November 28, 2025 - Day After Thanksgiving Holiday - City Hall Closed
Monday, December 8, 2025 - City Council Meeting (5:00PM)
Monday, December 22, 2025 - City Council Meeting (5:00PM)
Thursday, December 25, 2025 - Christmas Day - City Hall Closed

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, March 10, 2025, Regular Meeting of the Medina City Council was posted and available for review on Thursday, March 6, 2025, 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.



MEDINA, WASHINGTON

AGENDA BILL

March 10, 2025

Subject: City Council Retreat Planning

Category: Pre-Meeting Workshop

Contacts: Mayor Jessica Rossman, Councilmembers Joseph Brazen, Councilmember Heija Nunn, City Manager Steve Burns and City Clerk Aimee Kellerman

The Council will gather at 5:00 p.m. to discuss the upcoming retreat. Food will be provided. The regular meeting will begin at 6:00 p.m.

Councilmembers Joseph Brazen and Heija Nunn have interviewed candidates to facilitate the 2025 City Council Retreat. They expect to receive one or more proposals to share with Council on Monday.

If there is time beyond what's needed to advance retreat planning, Council may informally discuss big picture priorities as pre-work for the retreat. What does it mean to "keep the Medina in Medina"? What would be top priorities to achieve that vision? What would be your dream for Medina?



CITY OF MEDINA

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

Date: March 10, 2025

To: Honorable Mayor and City Council

From: Stephen R. Burns, City Manager

Subject: City Manager Report

- The Medina City Council is planning a strategic retreat in 2025, bringing together council members and key staff for focused discussions on city priorities, goals, and initiatives. To ensure a productive and engaging session, the council and staff are in the process of selecting an experienced facilitator to guide the retreat. Details regarding the date and location are still being finalized.
- The City of Medina has been actively working with WSDOT and the state legislature to address ongoing noise concerns caused by the SR 520 expansion joints—an issue that has affected residents since the new bridge opened in 2016.

To secure funding for noise reduction improvements, the City has partnered with Sound View Strategies to advocate for legislative approval. See **Attachment 1** - Sound View Strategies Work Plan

- At the March 25 Council Meeting, the Council approved the 2024/2025 Council Work Plan. The plan lays out Council priorities and projects through 2025 and provides staff direction to ensure these get met. Council was provided with an update at the January 27, 2025, Council Meeting. See **Attachment 2** for current project status.
- 2025 City Council Calendar – see **Attachment 3**.
- Bellevue Fire Report – see **Attachment 4**.

Points Communities Government Relations 2025 Workplan

Legislative Session Activities (January-May)

- Proposed Housing Legislation
 - Work to include an amendment in any Transit Oriented Development legislation to mitigate impacts on Points Communities
 - Work to change any provisions in proposed legislation regarding lot-splitting or parking that negatively impacts Points Communities
- Coordinate conversations with the Department of Commerce to discuss concerns related to interpretations of previous legislation on middle housing and accessory dwelling units
- Expansion Joint Noise Study
 - Submit funding request
 - Meet with Chair Fey & Chair Lias regarding the funding request
 - Check-in with WSDOT to determine if they are expressing any concerns with the funding request
- SR 520 Maintenance Funding
 - Support SR 520 tolling discussions that include lid maintenance funding
- Schedule virtual check-ins with Points Mayors on a recurring basis during the legislation session
- Distribute weekly legislative update

After Legislative Session (May-December)

- Provide End of Legislative Session Report
- Schedule in-person meeting with Mayors to discuss interim activities and legislative priorities
- Meet with legislators from the 48th and 41st legislative delegations
- Meet with relevant legislators based on 2026 legislative priorities

Medina City Council 2024/2025 Work Plan

* indicates task is over 1 year old

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
CITY MANAGER					
Right-of-Way Policies (ROW)	Street Vacation Code Update	<p>12/11/2023 - Regular Meeting</p> <p>Council directed staff to prepare a workplan as to issues and options for right-of-way management for future Council review and discussion and prepare a final workplan for review and adoption prior to April 23, 2024.</p> <p>Council directed staff to take into consideration comments from resident Rosalie Gann. (12/11/23 minutes). "On a process level, she suggested that the City Council create requirements to increase transparency and timely communications with neighbors. Residents should not have to submit a public records request to find out about an issue that has the potential to impact their neighborhood. She asked Council to consider a similar process to construction proposals that are sent out via direct mail and placards onsite. On a policy level, she requested that Council consider before selling Medina-owned land, that Council seriously and meticulously anticipate adverse, long-term, and unintended consequences of the city's sale of collective land."</p>	<p>February 26, 2024 Council Meeting, City Attorney Jennifer Robertson updated Council on moratorium.</p> <p>Council directed staff to prepare a workplan and set the public hearing for April 8.</p> <p>Public Hearing and Workplan scheduled for April 8 Council Meeting.</p> <p>April 8, 2024 City Council Meeting: Council extended moratorium to October 8.</p>	<p>4/8/2024 - City Business</p> <p>5/13/2024 - Work Plan</p> <p>7/8/2024 - Work Plan Follow-up</p> <p>9/9/2024 - Consent</p>	
	*SR-520 Lid: Discussions with WSDOT	<p>SR-520 Lid Maintenance</p> <hr/> <p>SR-520 Joints Noise Mitigation</p>	<p>Points Communities have retained Jack McCullough as our representative for mediation with WSDOT. Mediator selection and scheduling are ongoing in discussions between McCullough and WSDOT.</p> <p>Mediation likely to occur in May 2023, considering mediator availability.</p> <hr/> <p>3/13/23 - Regular Meeting</p> <p>Project update by UW prof Per Reinhall and WSDOT engineer Evan Grimm. Positive technical progress reported.</p> <p>State legislature did not fund continuation of joint noise mitigation study. Project suspended pending funding source.</p>	<p>First mediation held May 8 and 9, 2024. On June 3 WSDOT did a walkthrough of the Lids with Points Communities representatives to explain maintenance requirements and process. A charrette will be held between the WSDOT and Points Communities representatives on June 27. Another mediation date is trying to be set up in July.</p> <p>Council updated on 3/11/24</p> <p>Council updated on 5/13/24 - ES</p> <hr/> <p>Working with State of Washington to get funding for the University of Washington Phase 3 testing. Washington State 2024 Transportation Budget did not include this funding. Staff is continuing to work with lobbyists to identify other funding possibilities.</p> <p>Council updated on 3/11/24</p> <p>City Lobbyists from Soundview Strategies will give Council Updates Quarterly.</p> <p>6/10/2024 - Council approved the SR-520 Communication and staff will send out communications quarterly.</p>	<p>Update 1/13/2025 - CM Report</p> <hr/> <p>2/10/2025</p> <p>Lobbyist Update</p>

	Communication	2/10/24 - City Council Retreat Develop a plan on how to keep the community informed of status.	Communication Plan will be presented at June 10, 2024 Council Meeting. CM to coordinate with lobbyist on city communication plan. 6/10/2024 - Council approved the SR-520 Communication and staff will send out communications quarterly.	6/10/2024 - City Business	6/10/2024
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
*Solid Waste	Weekly Recycling and Compost Pick-ups	11/13/23 - Regular Meeting City Manager Steve Burns gave an update on moving to weekly recycling, including composting. Staff will invite Wendy Weiker from Republic Services to give a presentation to Council as well as work on a survey to send out to the community the first quarter of 2024.	Working with Republic Services to get cost estimates for added service to residents. A survey to go out to receive input from residents to gage the level of importance for adding the service. Survey set for April 1 through April 28, 2024 5/13/24 CC Meeting: Item is tabled and staff will conduct another survey later this year or early 2025.	4/14/2025 - City Business	
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Annual City Manager Review	Wrap-Up of 2023 Review	Council directed only one specific action for follow-up by City Manager: "To accelerate his learning of city management policy and process, we ask Steve to create a learning plan that reflects this feedback and share it with Council." (S Burns Annual Review, 11/14/23) "The Personnel Committee will schedule some time to review this with you (Burns)." Executive session meeting between S Burns and Gokul, Johnston, Reeves, & Rossman expected to finalize and close out 2023 process	Personnel Committee to schedule meeting for wrap-up of 2023 review. City Clerk is working with Personnel Committee to set wrap-up of 2023 CM Review for May 2024. (3/25/24) Personnel Committee met with CM on 5/30/24 and will give a report out to Council on 6/10/24 in ES.	6/10/24 ES	6/10/2024
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Resident Welcome Packet		Goals: to help new residents have comfortable transition to Medina; to improve neighbor relations by establishing shared expectations; to improve emergency preparedness; to market Medina's high quality residential character and attract people drawn to it Potential inclusions: # to call before cutting down a tree, garbage bin rules, noise code quiet hours, construction and landscaping work times, parking, housewatch program, emergency preparedness committee/resources, etc. 2/10/24 - City Council Retreat Council directed staff to look at Resident Welcome Packet and come to Council with a plan.	City of Medina "Community" page New Residents - adding "Need to Know" resource box to include # to call before cutting down a tree, garbage bin rules, noise code quiet hours, construction and landscaping work times, parking, housewatch program, emergency preparedness committee/resources, etc. New resident webpage went live August 27, 2024. Staff is preparing a letter from the City addressing Medina specific issues to be aware of as well as contact resources. First Review for Council will be in June 2024. 6/24/2024 - City staff has developed a draft and will be sending to Council for review and feedback TENTATIVELY on Friday, June 28, 2024.	9/9/2024 - CM Report	9/9/2024
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Council Goals & Work Plan Visible and Trackable Online, including status, current calendar expectations, and links to relevant staff work			Tabled until Work Plan is adopted. 3/25/24 City Council Meeting - Work Plan accepted as presented and leadership staff will track on monthly basis. City staff is working on a City Council Work Plan page for the 2024/2025 City Council Work Plan under the City Council webpage and will update after every meeting where changes are made. Estimated Completion is 7/26/2024	To be reviewed and adjusted in January 2025 - City Business	
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:

Short-term Rentals		<p>10/23/23 - Regular Meeting</p> <p>Council requested that the City Attorney and staff look at... business licenses for short term rentals. Council will continue their independent research including in more detail the city of Leavenworth code as it pertains to short term rentals."</p> <p>Re vacant homes and issues regarding lack of maintenance and inability to contact owners/managers when a problem is found, Council requested that the City Attorney and staff look at current code, specifically right of way cost recovery and the city's existing nuisance code...</p> <p>There was also significant discussion regarding whether/how City could require registration of an agent or other contact if a home is to be left unoccupied for some period of time, in response to issues raised by Chief Sass.</p>	<p>Staff to work with City Attorney to determine when to bring to Council. Businesses Licenses moved to Finance/HR added at July 8, 2024 Presentation. (3/25/24 Meeting)</p> <p>Initial conversation to take place in Middle Housing during Joint CC/PC meeting on January 8, 2025.</p>	Tentative May 27, 2025	
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Vacant Houses		<p>10/23/23 - Regular Meeting</p> <p>Vacant homes and issues regarding lack of maintenance and inability to contact owners/managers when a problem is found, Council requested that the City Attorney and staff look at current code, specifically right of way cost recovery and the city's existing nuisance code...</p> <p>There was also significant discussion regarding whether/how City could require registration of an agent or other contact if a home is to be left unoccupied for some period of time, in response to issues raised by Chief Sass.</p>	<p>Staff to work with City Attorney to determine when to bring to Council. Initial conversation to take place in Middle Housing during Joint CC/PC meeting on January 8, 2025.</p>	Tentative May 27, 2025	

DEVELOPMENT SERVICES

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Comprehensive Plan	Community Design Element	Council First Review on 11/27/23	Element has been drafted by the City. Ready for DSC Review in April 2024 Ready for PSRC and Commerce review.	10/28/2024 Final to be presented to Council - 11/12/2024 Public Hearing and possible Council approval	Adopted 11/25/2024
	Housing Element	Council First Review on 1/22/24	Element has been drafted by the City. Ready to send to PSRC and Commerce for Review. 3/25/2024 CC Meeting: Council forwarded to PC's 4/3/2024 Meeting for their review and comments. 4/23/24 PC Meeting: Planning Commission Second Review and approved amendments and forwarded to City Attorney and Council Review.	10/28/2024 Final to be presented to Council - 11/12/2024 Public Hearing and possible Council approval	Adopted 11/25/2024
	Utilities		Started 3/11/2024 3/11/2024 CC Meeting: Council approved to send to PSRC and DOC for their review.	10/28/2024 Final to be presented to Council - 11/12/2024 Public Hearing and possible Council approval	Adopted 11/25/2024
	Land Use		Started 3/11/2024	10/28/2024 Final to be presented to Council - 11/12/2024 Public Hearing and possible Council approval	Adopted 11/25/2024
	Natural Environment (with Shoreline Sub-Element)		Estimated to start in April.	10/28/2024 Final to be presented to Council - 11/12/2024 Public Hearing and possible Council approval	Adopted 11/25/2024
	Transportation & Circulation		Estimated to start in April.	10/28/2024 Final to be presented to Council - 11/12/2024 Public Hearing and possible Council approval	Adopted 11/25/2024

	Parks and Open Spaces		Estimated to start in April. Reviewed by Park Board on 4/15/2024 4/22/2024 CC Meeting: Council pulled for further changes and discussion. 5/2/2024 DSC Meeting: DSC reviewed and forwarded to Council.	10/28/2024 Final to be presented to Council - 11/12/2024 Public Hearing and possible Council approval	Adopted 11/25/2024
	Capital Facilities		4/22/2024 CC Meeting: Council approved to send to PSRC and DOC for their review.	10/28/2024 Final to be presented to Council - 11/12/2024 Public Hearing and possible Council approval	Adopted 11/25/2024
	Stormwater Management	Council & Planning Commission have been asked to consider implications of increased impervious surface area as a result of development [Staff to DSC]	Will go on Planning Commission's 2025 Work Plan to determine level of priority at the November 2024 CC Meeting. Presented at 11/25/2024 Meeting. To be brought back to Council at the 12/9/2024 Council Meeting.	12/9/2024 TBD	

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Zoning	Comp Plan	5/22/23 - Regular Meeting As part of the Comprehensive Plan update, Council directed staff to work with Planning Commission to look at reconfiguring parts of R-16, creating a smaller zoning district and applying it to lots that more appropriately fit that standard, allowing the City greater nuance with zoning controls in the future. DSC discussed and agreed on possible approach based on common understandings within the city, which also included adjustments to boundaries of adjoining zoning districts.	Planning Manager Jonathan Kesler to include in 2025 Planning Commission Workplan to be presented to Council at the November 2024 Council Meeting. Council and staff to wait until the completion of Comp Plan to determine if additional action or direction is needed. (3/25/24 Meeting)	See Status Note	

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Lot Coverage		5/22/23 - Regular Meeting Council also directed staff to work with Planning Commission to look at decreasing impervious surface and structural coverage per staff recommendation	Planning Manager Jonathan Kesler to include in the Planning Commission Workplan to be presented at the November 25, 2024 Medina Council Meeting. Presented at 11/25/2024 Meeting. To be brought back to Council at the 12/9/2024 Council Meeting. Discussions will be part of the Middle Housing and Planning Commission Work Plan - Ongoing	12/9/2024	

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Implementation of HB 1110 Middle Housing and HB 1337 ADU/DADU	Grant Funding	9/11/23 - Regular Meeting Council approved staff to apply for the middle housing grant in the amount of \$35,000 with help of Mayor & staff as needed.	Development Services Director Steve Wilcox to provide update to Council on April 8 at City Manager/Department Directors Report. 6/10/2024 - As part of the Middle Housing Engagement Plan Council Adopted Resolution No. 444 with the first deliverables going to Commerce by June 30, 2024.	4/8/2024 - DS Report 6/10/2024 - City Business	6/10/2024
	Council Consideration of Hiring Specialized Experts	11/13/23 - Regular Meeting Council directed staff to come back to Council at the December meeting with... potential options, in addition of hiring a planner, to include the cost savings or increase for use of a land use attorney and consultants.	Hired new Planning Manager, Jonathan Kesler Hired new City Attorney, Jennifer Robertson Hired new Planning Consultants, LDC		Completed
	Education for Council and PC re: state legislative requirements	Initial planning discussions expected at DSC Q1 of 2024.	City Attorney Jennifer Robertson will update Council at the June 24 Council Meeting.	6/24/2024 - Retreat	6/10/2024
	Frontage Fees and Impact Fees	Council directed staff to add Undergrounding Utilities (frontage fees and impact fees) to Middle Housing Work Plan. (2/10/24 Retreat)	Council directed to merge HB 1337 with HB 1110 and add frontage fees and impact fees as a subpart of HB1110. (3/25/24 meeting)	6/24/2024 - Retreat	
	Middle Housing Public Engagement and Communication Plan		6/10/2024 - As part of the Middle Housing Engagement Plan Council Adopted Resolution No. 444 with the first deliverables going to Commerce by June 30, 2024.	5/28/2024 6/10/2024	6/10/2024
	Middle Housing Consultant		Interviews scheduled for July. Hired in September 2024	5/28/2024	9/13/2024
				7/8/2024 - DS Report	

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Wireless Facility Regulations		In Spring 2023, Council discussions relating to T-Mobile proposal that was unacceptable to community raised questions about whether current wireless facility code is sufficiently protective of community interests and character. When code was adopted, Council was assured that it was as protective as could be within limitations of federal law. That's no longer clear, given T-Mobile experience. Interest expressed in updating and strengthening code with this experience in mind, to prevent recurrence as best possible.	Telecom Law Firm can update Medina' Wireless Facility Regulation for a flat rate of \$12,350. They will prepare and deliver the Small Wireless Facilities policy and Permit Application Form. Not included in 2024 budget - can include in 2025 budget. Budget option for 2024 - use City Attorney funding. Staff to present to Council for discussion and direction.	Apr-25	

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Nonadministrative Variances Policy		2/10/24 - City Council Retreat Council directed staff to review and amend the non-administrative variance policy.	Staff to clarify with Council as task assigned during the Council Retreat Follow-up in March 2024. 4/22/24 CC Meeting - Council forwarded proposed revisions to Planning Commission for review and processing. On Planning Commission Agenda for Discussion in September 2024	10/14/2024 Consent Calendar	10/14/2024

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
CAP Minor Code Amendment		Amendment to Construction Activity Permit to require sign for project down private lane be visible to public, as consistent with sign's notice purpose.	4/22/24 CC Meeting - Council forward proposed revisions to Planning Commission for review and processing. On Planning Commission Agenda for Discussion in September 2024	City Business TBD	10/14/2024

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Tree Code	Violations Section	7/10/23 - Regular Meeting Council directed staff to include "special treatment for legacy and landmark trees in the draft ordinance. 9/11/23 - Regular Meeting Staff will send the proposed changes to the Department of Commerce for review. Following the Department of Commerce review, staff will bring an ordinance to the Council at a future meeting for discussion, direction and action.	Development Services Director Steve Wilcox to send proposed changes to DSC for review and discussion at a future DSC Meeting. Placed on the September Planning Commission Meeting for discussion and approval.	12/9/2024 - City Business	12/9/2024
	Updates	1/23/23 - Regular Meeting Motion Reeves to direct city staff to prepare for Council consideration draft amendments to the Medina Municipal Code Chapter 16.52 Tree Management Code according to the six (6) "Short-term Solutions" bullet points as presented at the 1/23/23 meeting by our tree code consultants. This was seconded by Zook and carried by a 6:1 (Garone dissented) vote. Motion Reeves to direct staff to prepare for Council consideration a plan for a comprehensive review of the Medina Municipal Code Chapter 16.52 Tree Management Code. This was seconded by Johnston and carried by a 6:1 (Garone dissented) vote.	Wilcox to provide a status update at the April 8 Council Meeting during the City Managers/Department Directors Report.	4/8/2024 - DS Report	4/8/2024

FINANCE/HR

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
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Property Tax Levy Planning	Future Planning	<p>Current levy lid lift was a 10 year plan, intended to provide financial stability through at least 2029. According to the 2024 adopted budget memo, "crossover to deficit spending is still on track for 2027 with the Levy stabilization amount predicted to supplement the general fund until at least 2031."</p> <p>2/10/24 - City Council Retreat</p> <p>Council moved Property Tax Levy Planning to the Budget Retreat in June of 2024.</p>	<p>Agenda item will be on the 2024 second quarter Finance Committee Meeting.</p> <p>Ongoing to be readdressed at the June 23, 2025 Budget Retreat.</p>	7/22/24 - Budget Retreat June 23, 2025	
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TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
HR Lifecycle and Personnel Manual Updates	HR System	<p>10/24/22 - City Council Retreat</p> <p>Implement a full HR system that covers employee lifecycle" was identified as one of "priorities for staff to work on in 2023</p>	<p>Finance/HR Director Wagner gave an update on the HR Manual at the March 11 Council Meeting.</p> <p>Personnel Committee will discuss at their Mar 26, 2024 Meeting</p>	9/9/2024 - Finance Report 12/9/2024 - Consent	12/9/2024
	Revised & Updated Personnel Manual	<p>Staff reported intent to work with outside vendor to update and streamline personnel policy manual, while keeping existing Medina-specific policies intact. Council to review and approve new product after staff work complete.</p>	<p>Finance/HR Director Wagner to give update on HR Manual at March 11 Council Meeting.</p> <p>Will go to Personnel Committee for review in July 2024.</p>	9/9/2024 - City Business 12/9/2024 - Consent	12/9/2024
	Adopt process for manual & HR policy revisions that includes City Manager and Council		<p>Finance/HR Director Wagner to give update on HR Manual at March 11 Council Meeting.</p> <p>Will be included as part of the Personnel Manual</p>	9/9/2024 - City Business 12/9/2024 - Consent	12/9/2024
	Updated City Job Descriptions		<p>Will refer to Personnel Committee to clarify what action Council wants taken on this item.</p> <p>In progress.</p>	9/9/2024 - City Business	9/9/2024
	Clear Process for Staff Departure and Related Expectations		<p>Staff needs further clarification from Council on this topic at Retreat Follow-up Meeting. (Exit Interview???)</p> <p>In progress.</p>	TBD	

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Business License		Business License	<p>The City is currently on the waiting list. Approved by Council to move forward with Business Licenses at 9/23/24 Council Meeting - Wagner to work with DOR to set up and bring back to Council in 2025.</p> <p>9/23/2024 CC Meeting</p> <p>Mayor Rossman gave a quick introduction of the Business License discussion, highlighting that Council would need to make a decision tonight on whether to proceed with implementing a business license program for the city that would begin in the summer of 2025. She noted that further decisions, including coverage parameters and the fee structure model, will be addressed in spring 2025.</p> <p>Director of Finance and HR Ryan Wagner reiterated three main points: 1. Is the city interested in a business license program, and should we initiate the process? 2. Who should be included under the program? 3. Should we impose fees, and if so, how much?</p>	3/10/2025 - City Business	

PUBLIC WORKS

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
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*Right of Way Policies	Privately Maintained ROW	12/11/23 - Regular Meeting Council directed "staff to prepare a workplan as to issues and options for right-of-way management for future Council review and discussion and prepare a final workplan for review and adoption prior to April 23, 2024.	Based on discussion at the February 26 Council Meeting, Staff and City Attorney propose to make this Phase 2 in handling the ROW polices. Phase 1 would be to address the <i>Street Vacation Code Update</i> in 2024 and then handle Phase 2 of <i>Privately Maintained ROW and City ROW Policies</i> in 2025.	2/10/2025	
	City ROW Policy	2/10/24 - City Council Retreat Create Street ROW Policy to include large lots Add clarity to "Allowable Parking" to ROW Policy	Staff recommends combining this with Privately Maintained ROW. Based on discussion at the February 26 Council Meeting, Staff and City Attorney propose to make this Phase 2 in handling the ROW polices. Phase 1 would be to address the Street Vacation Code Update in 2024 and then handle Phase 2 of Privately Maintained ROW and City ROW Policies in 2025.	2/10/2025	
	Hedge Reimbursement	Former City Manager Michael Sauerwein presented Council with a "Hedge Trimming Policy" in September 2019 with the recommendation to create a formal process to include billing property owners if the City does the work. Council Action - Council directed staff to work with residents by providing notice of hedge overgrowth and give them the option to trim themselves or the city will trim and bill the resident for cost recovery.	No further action has been taken. * Staff could work with the City Attorney to create an ordinance that allows the City to be reimbursed for the cost of performing the work to clear the right-of-way, either by Public Works or hiring an independent vendor to perform the work.	6/9/2025	

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
*Stormwater Management	Infrastructure	3/28/22 - Regular Meeting Council directed staff to create a roadmap with priorities tentatively by the end of the year that will include maintenance as well as Capital projects. Public Works will work in tandem with Development Services on major construction projects to determine any impact fees or any up front requirements for approvals. 11/14/22 - Regular Meeting Council directed staff to include for future presentations and agenda items to include... discussion of storm drainage....	Council is provided a yearly CIP that covers capital projects. Stormwater projects are broadly listed. The Public Works Project List provides specific projects for the current calendar year. Costs and details are covered during the January Council Meeting. Storm water projects are covered specifically in the Project List and are presented to Council at the January Meeting. Project List will be included in Public Works Director monthly report.	Updates to be provided twice annually: January and June	6/10/2024 - CIP/TIP/Non-TIP Adoption
	Funding	4/24/23 - Regular Meeting Council directed staff to move forward with funding stormwater infrastructure using capital reserves.	CURRENTLY COMPLETED: BUDGETED ACCORDING TO THIS DIRECTION IN 2024. 2024 budget and 6-year CIP/TIP/non-TIP plans call for stormwater infrastructure funding from REET.		11/13/2023 Budget Adoption
	In Connection with Comp Plan and Housing - See Comp Plan under DS				

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
77th Ave NE		10/10/22 - Regular Meeting Council removed a construction plan & contract for the north end of the 77th sidewalk from the consent agenda and "directed staff to come back with alternative new design options. At January 2024 meeting, Council discussed new driveway and plantings apparently permitted by city at the end of the paved sidewalk in the same location. Council discussion tabled to future meeting after staff has had further opportunity to consult & consider.	Staff will provide Council with options and take feedback from Council on 77th sidewalk at the March 25 Council Meeting. Council directed staff to proceed with Option 2 from the March 25, 2024 City Council meeting. (3/25/24 CC Meeting)	3/25/2024 - City Business	9/30/2024

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Buildings/Facilities Management Planning		3/13/23 - Regular Meeting Council directed staff to report back to Council with a list of improvements for both city hall and the post office. The list of improvements should be in priority order and noted where in the budget they are funded.	Staff will present to the Council at the March 11 Council Meeting addressing the priority list of improvements - this cover the two sections below for City Hall and Post Office.	3/11/2024 - City Business	3/11/2024
	City Hall	10/9/23 - Regular Meeting Council also requested that staff add a future agenda item to discuss City Hall and how we are currently using the building and how we see using the building in the future as a public resource. Improvements per CIP/TIP: 2024: Repaint exterior, excluding trim 2025: Repaint interior 2026: Reroof building Improvements expected per 2024 Capital Fund Preliminary Project List: City Hall Carpet Replacement	Council also requested that staff add a future agenda item to discuss City Hall and how we are currently using the building and how we see using the building in the future as a public resource. 7/8/2024 - Council directed staff to move to revisit the topic at the end of 2025.	9/8/2025 - City Business	
	Post Office	Improvements expected per CIP/TIP: 2024: Repaint exterior 2025: Repaint interior 2027: Reroof building Improvements expected per 2024 Capital Fund Preliminary Project List: HVAC	Staff will present to the Council at the March 11 Council Meeting addressing the priority list of improvements - this cover the two sections below for City Hall and Post Office.	3/11/2024 - City Business	3/11/2024
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Park Memorials Policy	Park Memorial Policy	Expected request from Department of Parks & Public Works for simple policy to govern memorials in Medina Park (who can request, is there a limit on how many we want in park, how long staff will be expected to maintain plaques, etc.). 2/10/23 - City Council Retreat Council referred to Park Board	Osada to work with Park Board on the policy. On Park Board Agenda for discussion at their March 18, 2024 Meeting. Osada to prepare draft policy to present at Park Board meeting on May 20, 2024 Added to Park Board Work Plan. 10/14/2024 ACTION: Motion Reeves to approve the Park Board Work Plan as presented. This was seconded by Johnston and carried by a 5:1 (Gokul dissented) vote. ACTION: Motion Gokul to schedule joint visioning and planning session with the Park Board to determine prioritization and success metrics for the proposed plan. This was seconded by Reeves carried by a 5:1 (Johnston dissented) vote. Additionally, Council further directed staff that prior to setting up any joint meeting with the Park Board to return to Council in order to establish goals for the joint meeting.	10/14/2024 - City Business 1/27/2025 - City Business	
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Parks Management	Tennis Courts	7/10/23 - Regular Meeting Council directed staff to keep status quo, not to add pickleball striping on existing tennis courts except to extent already done (at Fairweather), & not to spend more time discussing. REMOVE AS COMPLETED UPON CONFIRMATION that pickleball conversion is no longer in CIP/TIP/non-TIP, city budget, or other workplan	Will be removed for approval at the adoption of the updated 6-year CIP/TIP and Non-TIP in July.	6/10/2024 - CIP/TIP/Non-TIP 7/8/2024 - CIP/TIP/Non-TIP	6/10/2024

	Points Loop Trail	7/10/23 - Regular Meeting Replacement signs in budget (2024 Capital Fund Preliminary Project List); Ryan Osada reports intent to coordinate with other Points Communities for consistency; Council wants updated map & make available on website.	Osada to report to Council at the June 10 Meeting about the status on the signs.	11/12/2024 Director Report 12/9/2024 - Director Report 1/13/2025 - Director Report	
	Park Board	2/10/24 - City Council Retreat Council would like Park Board to develop a Work Plan to include a policy for off-leash and on-leash areas.	Staff will work with Park Board to develop draft work plan. An update will be provided to Council at the July Council Meeting. Revised plan to be reviewed and possible adopted at September Park Board Meeting. Park Board approved draft work plan at the September 16 Park Board Meeting - staff will be presenting it at the October 14 Council Meeting. 10/14/2024 ACTION: Motion Reeves to approve the Park Board Work Plan as presented. This was seconded by Johnston and carried by a 5:1 (Gokul dissented) vote. ACTION: Motion Gokul to schedule joint visioning and planning session with the Park Board to determine prioritization and success metrics for the proposed plan. This was seconded by Reeves carried by a 5:1 (Johnston dissented) vote. Additionally, Council further directed staff that prior to setting up any joint meeting with the Park Board to return to Council in order to establish goals for the joint meeting.	10/14/2024 - City Business 1/27/2025 - City Business	

TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:
Undergrounding Power Lines		4/24/23 - Regular Meeting Council requested that staff create an informational page on the city's website with updated FAQs. Direction followed presentation demonstrating costs of city-wide undergrounding, including to individual homeowners with older homes. Council discussed desires to inform residents and empower individual neighborhoods to understand what undergrounding would entail for them and consider Local Improvement Districts if desired. Consider wrap-up report to confirm what action has been taken to comply with Council's direction	Completed in 2023 - see https://www.mediawa.gov/publicworks/page/faq-utility-undergrounding-mediawa		12/1/2023

CENTRAL SERVICES					
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:

POLICE					
TASK:	SUBPARTS:	Council Meeting Date and Notes/Direction:	Status:	Council Calendar:	Completion Date:



MEDINA CITY COUNCIL
 2025 AGENDA/ACTION CALENDAR
 Meetings scheduled for 5:00 pm, online (unless noticed otherwise).

JANUARY 13, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	Police Officer Roman Scott - Professional Excellence Award - 15 Minutes	Sass			
Presentation	Introduction of Rob Kilmer as the City's Building Official.	Wilcox			
Presentation	Legislative Update and Check-in by Soundview Strategies - 20 Minutes	Burns			
Consent Agenda	December 2024, Check Register	Wagner			
Consent Agenda					
Consent Agenda	Draft 12/09/2024 CC Minutes	Kellerman			
Consent Agenda	Legislative Priority Agenda	Burns			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business	Middle Housing				
City Business					
City Business					
City Business	NE 12th Street Landscaping Update - 30 minutes	Osada			
City Business	Council Retreat Planning Discussion	Burns			
Executive Session					
JANUARY 27, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					

Legislative Hearing					
Public Hearing					
City Business					
City Business	City Council Work Plan Review and Update	Burns/Kellerman			
City Business	Park Board Goal Setting for Joint Meeting	Burns/Osada			

FEBRUARY 10, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	January 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 01/13/2025 & 01/27/2025 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business	Republic Services Update - 10 Minutes	Burns			
City Business	Private and City ROW Policy Discussion	Burns/Robertson/Osada	Discussion and Direction		
City Business	Complete Streets Ordinance Discussion	Osada	Discussion and Direction		
City Business	View Point Parking Stall Discussion - 30 Minutes	Burns/Sass			
Executive Session					

FEBRUARY 24, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					

Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					

MARCH 10, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	February 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 02/10/2024 & 02/24/2025 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business	Wireless Facilities Regulations Update	Burns/Wilcox			
City Business					
City Business					
City Business	Business License Program Update	Wagner			
City Business	Weekly Recycling and Compost Update	Burns			
Executive Session					

MARCH 24, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					

Public Hearing					
City Business					
City Business					
City Business					

APRIL 14, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	March 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 03/10/2025 & 02/24/2025 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					
City Business					
City Business	Hedge Reimbursement Policy	Burns/Osada			
Executive Session					

APRIL 28, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					

MAY 12, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	April 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 04/14/2025 & 04/28/2025 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					
City Business					
City Business					
Executive Session					

MAY 27 (TUESDAY), City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business	Short-term Rentals - Tentative	Burns			
City Business	Vacant Houses - Tentative	Burns			
City Business					

JUNE 9, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	May 2025, Check Register	Wagner			
Consent Agenda					

Consent Agenda				
Consent Agenda	DRAFT 05/12/2025 & 05/27/2025 CC Minutes	Kellerman		
Consent Agenda				
Consent Agenda				
Consent Agenda				
Consent Agenda				
Consent Agenda				
Consent Agenda				
Legislative Hearing				
Public Hearing	DRAFT Six-Year CIP/TIP/Non-TIP Plan	Osada	First Hearing	
City Business				
City Business				
City Business				
City Business				
City Business				
Executive Session				

JUNE 23, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business	2026 Budget Retreat	Wagner			
City Business					
City Business					

JULY 14, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	June 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 06/09/2025 & 06/23/2025 CC Minutes	Nations/Kellerman			
Consent Agenda					
Consent Agenda					

Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing	DRAFT Six-Year CIP/TIP/Non-TIP Plan	Osada	Adopt		
City Business					
City Business					
City Business					
City Business					
City Business					
Executive Session					

JULY 28, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					

AUGUST 11, City Council DARK

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice

AUGUST 25, City Council DARK

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice

SEPTEMBER 8, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	July/August 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 07/14/2025 & 07/28/2025 CC Minutes	Kellerman			
Consent Agenda					

Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing	2026 Preliminary Budget Hearing	Wagner			
City Business					
City Business					
City Business					
City Business					
City Business	City Hall Resource Usage Update	Burns/Osada			
Executive Session					

SEPTEMBER 22, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business	2026 Preliminary Budget - Deep Dive	Wagner			
City Business					
City Business					

OCTOBER 13, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	September 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 09/08/2025 & 09/22/2025 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					

Consent Agenda					
Legislative Hearing					
Public Hearing	2026 Preliminary Budget Hearing	Wagner			
City Business					
City Business					
City Business					
City Business					
City Business					
Executive Session					

OCTOBER 27, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					

NOVEMBER 10, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	October 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 10/13/2025 & 10/27/2025 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing	2026 Final Budget and Salary Schedule	Wagner			
Public Hearing	2026 Property Tax Resolution	Wagner			

City Business					
City Business					
City Business					
City Business					
City Business					
Executive Session					

NOVEMBER 24, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					

DECEMBER 8, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	November 2025, Check Register	Wagner			
Consent Agenda					
Consent Agenda					
Consent Agenda	DRAFT 11/10/2025 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					
City Business					
City Business					
Executive Session					

DECEMBER 22, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					

Filter statement

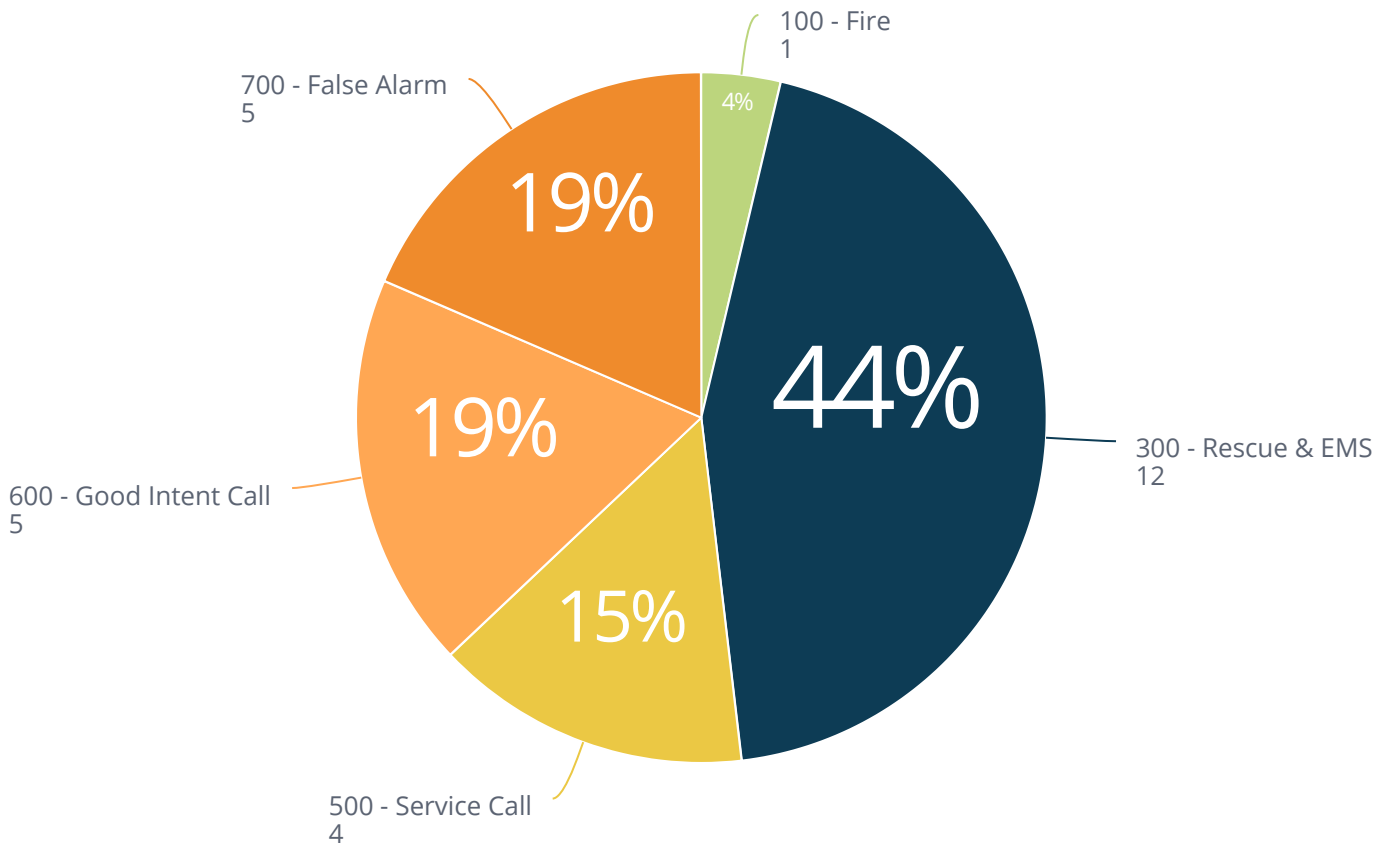
Filters Alarm Date Range Last Month | Is Locked true | Is Active true | Location City MEDINA, Medina

Fire and EMS Summary

Count of Total Incidents

27

Percentage of Incident Type (with count)



Contract City Incident Summary (Medina) Mar 3, 2025 7:57:53 AM

Filter statement

Filters **Alarm Date Range** Last Month | **Is Locked** true | **Is Active** true | **Location City** MEDINA, Medina

Count of Incidents by Type

Incident Type Group	Incident Type	Type Code	Count
100 - Fire	Fuel burner/boiler malfunction, fire confined	116	1
300 - Rescue & EMS	EMS Call, Medical	3211	10
	EMS Call, Other Accident/Trauma	3210	1
	Patient Assist	3111	1
300 - Rescue & EMS Total			12
500 - Service Call	CARES 101 PD Assist	5511	1
	Service Call, other	500	2
	Water or steam leak	522	1
500 - Service Call Total			4
600 - Good Intent Call	Dispatched & canceled en route	611	2
	Dispatched & cancelled en route - EMS	6111	1
	Good intent call, other	600	1
	Smoke scare, odor of smoke	651	1
600 - Good Intent Call Total			5
700 - False Alarm	Alarm system activation, no fire - unintentional	745	2
	Smoke detector activation due to malfunction	733	1
	Smoke detector activation, no fire - unintentional	743	2
700 - False Alarm Total			5
Count			27



MEDINA POLICE DEPARTMENT

DATE: March 10th, 2025

TO: Stephen R. Burns, City Manager

FROM: Jeffrey R. Sass, Chief of Police

RE: Police Department Update – February, 2025

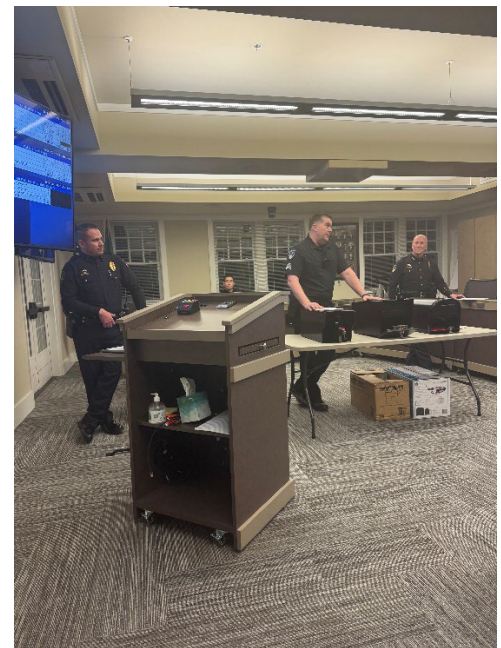
The following is a summary highlighting some of the Medina Police Department activity in February, 2025.

Follow up:

Nothing to report.

Community Forum:

On February 5th, community members were invited to join most of the Police Department personnel for a presentation by the Chief, Captain and Sergeants on safety resources, crime trends and statistics, a question-and-answer session and an overall “State of the City” discussion. This event was held in the evening in hopes of garnering more attendance from community members who may be unavailable during the day.





Coffee with the Chief Event:

On February 19th, community members were invited to have coffee with Chief Sass and his team at Medina City Hall. The topics were similar to those that were discussed at the Community Forum but in a much less formal setting. Several community members came to the event and engaged in discussions with the Chief, Captain, Sergeant and Police Office Manager. This event was held earlier in the morning in hopes of garnering more attendance by community members who are unavailable in the afternoon and evening hours.



Marine Patrol:

Nothing to report.



MEDINA POLICE DEPARTMENT
Jeffrey R. Sass, Chief of Police
MONTHLY SUMMARY
FEBRUARY 2025



FELONY CRIMES

MISDEMEANOR CRIMES

OTHER

Warrant Arrest **2025-00000734** **02/01/2025**
 Officers conducted a traffic stop on a vehicle and ultimately arrested the driver for an outstanding misdemeanor warrant out of the Bellevue Police Department for Theft in the Third Degree.

Marine Incident **2025-00001179** **02/25/2025**
 Officers were dispatched to the 8800 block of Groat Point Drive for a report of a boat owner struggling to tie down his 45-foot vessel. On-duty officers responded to the area and assisted the owner in securing the vessel.

Found Child **2025-00001202** **02/28/2025**
 Officers were dispatched to the area of the 8200 block of NE 24th Street for a report of an approximately 10-year-old child wandering the area and walking into the roadway. Upon contact, the child was unable to communicate with officers due to a disability. Bellevue C.A.R.E.S. was requested and responded to the scene but were also unable to communicate with the child. Child Protective Services was then contacted and were enroute when a call was made to 911 reporting a missing child. Officers on scene were able to determine this was the same child as the one that was reported missing and were able to return the child to their residence and family.

Missing Juvenile **2025-00001203** **02/28/2025**
 A report of a missing juvenile was made to 911 from the 2400 block of Evergreen Point Road. This juvenile was determined to be the same juvenile who was currently with on-duty officers under incident #2025-00001202.



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

MONTHLY REPORT



FEBRUARY, 2025

CRIMES	Current Month	YTD 2025	YTD 2024	Year-End 2024
Burglary	0	0	0	6
Vehicle Prowl	0	0	7	17
Vehicle Theft	0	0	0	1
Theft (mail & all other)	0	0	4	31
ID Theft/Fraud	0	0	1	14
Malicious Mischief (Vandalism)	0	1	4	9
Domestic Violence	0	0	1	15
Disturbance, Harassment & Non-DV Assault	0	1	4	15
TOTAL	0	2	21	108

COMMUNITY POLICING	Current Month	YTD 2025	YTD 2024	Year-End 2024
Drug Violations	0	0	0	1
Community Assists	72	163	51	474
Marine	1	1	0	10
House Watch Checks	62	168	133	955
School Zone	18	48	60	258
Behavioral Health	0	0	2	13
TOTAL	153	380	246	1711

TRAFFIC	Current Month	YTD 2025	YTD 2024	Year-End 2024
Collisions				
Injury	0	0	1	2
Non-Injury	0	0	0	5
Non-Reportable	0	0	0	3
TOTAL	0	0	1	10
Traffic Enforcement				
Criminal Citations	2	5	8	28
Infractions	19	34	45	418
Warnings	206	358	283	2175
TOTAL	227	397	336	2621

LICENSE PLATE READER EVENTS	Current Month	YTD 2025	YTD 2024	Year-End 2024
LPR alerts that were recovered	1	1	1	13
LPR alerts that were not located	10	19	5	77
LPR alerts that were located, not apprehended	0	0	1	4
TOTAL	11	20	7	94

CALLS FOR SERVICE	Current Month	YTD 2025	YTD 2024	Year-End 2024
Animal	2	3	4	29
Residential Alarms	16	34	32	221
Missing Person	1	1	0	3
Suspicious Activity/Area Checks	41	107	115	639
TOTAL	60	145	151	892

ADMINISTRATIVE	Current Month	YTD 2025	YTD 2024	Year-End 2024
Public Disclosure Requests Received	3	14	8	72
Concealed Pistol License Applications Processed	5	5	10	25
TOTAL	8	19	18	97

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



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

MONTHLY SUMMARY



FEBRUARY, 2025 (through 02/27/2025)

FELONY CRIMES

MISDEMEANOR CRIMES

OTHER



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police



MONTHLY REPORT

FEBRUARY, 2025 (through 02/27/2025)

CRIMES	Current Month	YTD 2025	YTD 2024	Year-End 2024
Burglary	0	0	0	0
Vehicle Prowl	0	0	1	2
Vehicle Theft	0	0	0	1
Theft (mail & all other)	0	0	0	2
ID Theft/Fraud	0	0	0	3
Malicious Mischief (Vandalism)	0	0	0	3
Domestic Violence	0	0	0	11
Disturbance, Harassment & Non-DV Assault	0	0	1	5
TOTAL	0	0	2	27

COMMUNITY POLICING	Current Month	YTD 2025	YTD 2024	Year-End 2024
Drug Violations	0	0	0	0
Community Assists	13	25	5	76
Marine	0	1	0	1
House Watch Checks	8	26	7	65
Behavioral Health	0	0	0	1
TOTAL	21	52	12	143

TRAFFIC	Current Month	YTD 2025	YTD 2024	Year-End 2024
Collisions				
Injury	0	0	0	0
Non-Injury	0	0	0	1
Non-Reportable	0	0	0	1
TOTAL	0	0	0	2
Traffic Enforcement				
Citations	0	0	3	9
Infractions	6	10	7	73
Warnings	48	69	90	467
TOTAL	54	79	100	549

LICENSE PLATE READER EVENTS	Current Month	YTD 2025	YTD 2024	Year-End 2024
LPR alerts that were recovered	0	0	0	1
LPR alerts that were not located	1	2	0	5
LPR alerts that were located, not apprehended	0	1	0	1
TOTAL	1	3	0	7

CALLS FOR SERVICE	Current Month	YTD 2025	YTD 2024	Year-End 2024
Animal	0	0	4	13
Residential Alarms	7	8	5	61
Missing Person	0	0	1	2
Suspicious Activity/Area Checks	8	12	16	82
TOTAL	15	20	26	158

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



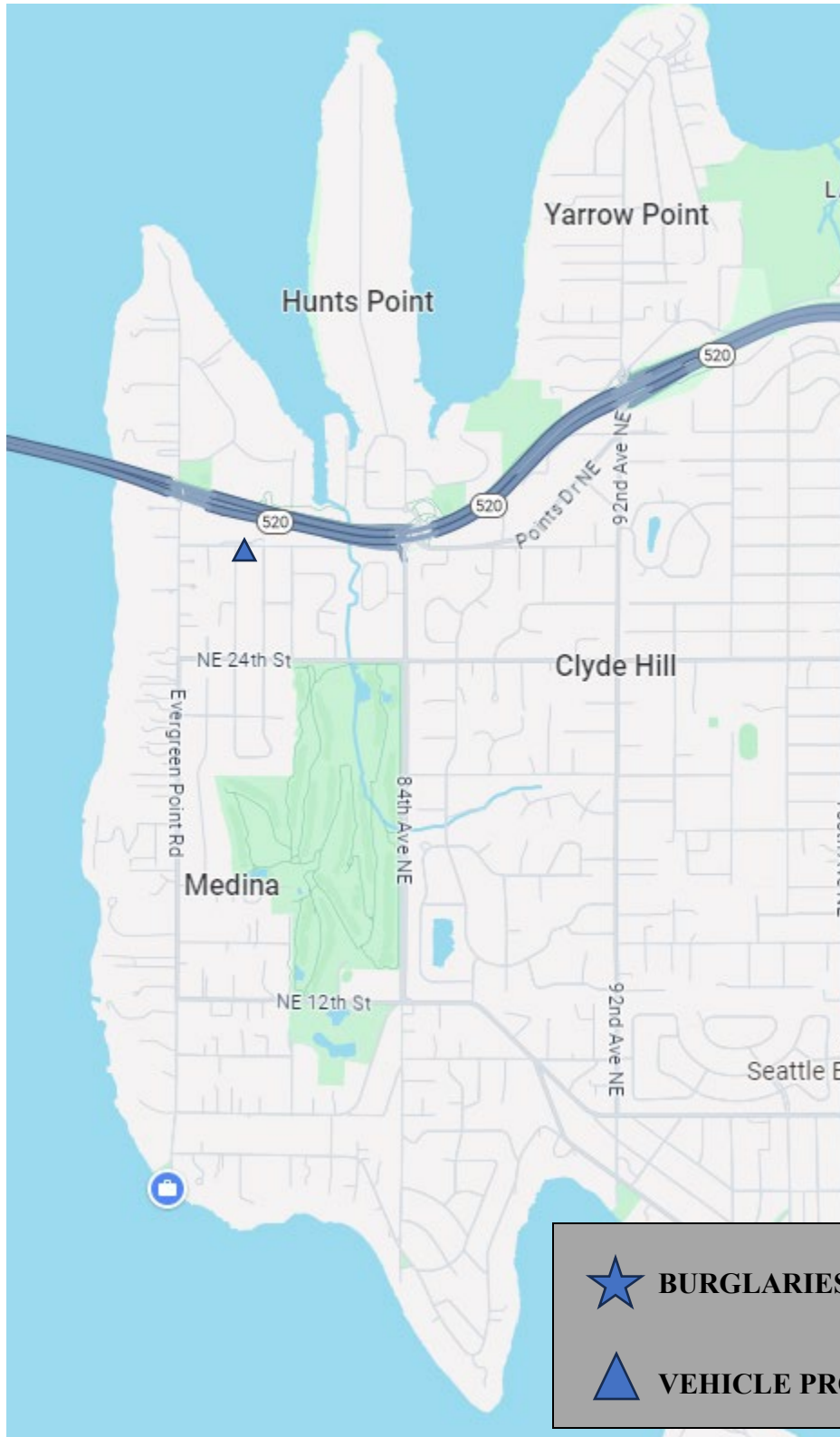
MEDINA POLICE DEPARTMENT

BURGLARY & MOTOR VEHICLE PROWL

INCIDENT MAP



FEBRUARY YEAR-TO-DATE





MEDINA POLICE DEPARTMENT

MONTHLY REPORTING STANDARDS



CATEGORY	DETAILS
Burglary	Includes: <ul style="list-style-type: none"> • Burglary (all degrees) • Residential Burglary
Vehicle Prowl	All degrees of Motor Vehicle Prowl.
Vehicle Theft	Includes: <ul style="list-style-type: none"> • Motor vehicle theft • Taking a motor vehicle without permission • Car jacking
Theft	Includes: <ul style="list-style-type: none"> • Possession of stolen property • Theft (all degrees) • Theft of mail
ID Theft/Fraud	Includes: <ul style="list-style-type: none"> • Identity theft • Fraud
Malicious Mischief	Includes: <ul style="list-style-type: none"> • Arson • Malicious Mischief (vandalism)
Domestic Violence	Includes: <ul style="list-style-type: none"> • DV Assault (all degrees) • Violation of Domestic Violence Court Order • DV Harassment (all degrees) • Custodial Interference • Order Service • DV Rape & Sex Offenses
Disturbance/Harassment /Non-DV Assault	Includes: <ul style="list-style-type: none"> • Disturbance • Telephonic Harassment • Harassment (all degrees) • Assault (all degrees) • Adult Protective Services (APS) investigations • Child Protective Services (CPS) investigations • Abuse investigations • Extortion • Kidnapping • Non-DV Rape & Sex Offenses • Robbery
Drug Violations	Includes all Violations of the Uniformed Controlled Substances Act
Community Assists	Includes: <ul style="list-style-type: none"> • Civil matters • Community Policing • Non-suspicious Death Investigations

	<ul style="list-style-type: none"> • Assisting the Fire Department/EMS • Found Child • Found Property • Special Events
Marine	Includes all incidents within our jurisdiction on the waterways.
House Watch Checks	Total number of visits to residences on house watch within the reporting period.
School Zone	Total number of school zone patrols conducted at all three elementary schools within the reporting period.
Behavioral Health	Calls for service involving individuals experiencing a behavioral or mental health episode. The call may have resulted in anything ranging from no police action and an involuntary commitment to a medical facility for treatment.
Traffic Collisions	<p>Includes:</p> <ul style="list-style-type: none"> • Injury collisions involve medical treatment to at least one of the involved parties, either by on-scene EMS evaluation/treatment and/or transportation to a medical facility for treatment. These collisions require a police case report by law. • Non-injury collisions involve a collision in which there is property damage amounting to at least \$1,000 but no involved parties were injured. These collisions require a police case report by law. • Non-reportable collisions involve a collision under any of the following circumstances: <ul style="list-style-type: none"> ○ Collision on private property with no injuries. ○ Collision on public right of way with no injuries and any property damage did not amount to at least \$1,000.
Traffic Enforcement	<p>Citations:</p> <ul style="list-style-type: none"> • Any criminal traffic citation, to include Driving With Suspended License, Reckless Driving, DUI, etc. <p>Infractions:</p> <ul style="list-style-type: none"> • Any non-criminal traffic stop that resulted in the issuance of a civil infraction (ticket) to the driver. <p>Warnings:</p> <ul style="list-style-type: none"> • Any traffic stop that resulted in a verbal warning to the driver.
License Plate Reader (LPR) Events	<p>Stolen license plates/vehicles that alerted the LPR system and were recovered.</p> <p>Stolen license plates/vehicles that alerted the LPR system and were not located.</p> <p>Stolen license plates/vehicles that alerted the LPR system and were located but fled from law enforcement attempts to apprehend the vehicle.</p>
Animal	<p>Includes:</p> <ul style="list-style-type: none"> • Found animal call for service • Lost animal call for service • Welfare check involving an animal • Noise complaints or nuisance calls for service involving an animal
Residential Alarms	House alarms that are triggered and the alarm company contacts 911 for a police response. These calls for service do not include alarm calls that become a burglary investigation upon police arrival.
Missing Person	Calls for service where a missing person report is taken, or the assistance of law enforcement is requested to search for a missing person. These calls include adults as well as juveniles.

<p>Suspicious Activity/Area Checks</p>	<p>Includes:</p> <ul style="list-style-type: none"> • Noise complaints • Suspicious person/activity reports • Field contacts made by officers on patrol • Loud party calls, juveniles • Reports of dangerous driving • Weapons Complaints • Soliciting • Welfare Check • Prowler
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**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.*



CITY OF MEDINA

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

Date: March 10, 2025
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Steven R. Wilcox, Development Services Department Director
Subject: Development Services Department Monthly Report

Permit Activity

Please see the permit reports provided. Permit activity has been heavier than this time last year, although the valuations shown in the report reflect the opposite. This discrepancy has to do with a bust late 2023 where permits were submitted to us, but not deemed complete until after January 1, 2024. This skews the data.

Planning Manager Report

Jonathan G. Kesler, AICP, Planning Manager

Results have been tabulated for the Middle Housing Survey that SCJ Alliance (SCJ) did. The response rate was very high, just as attendance was high at the two public forums in January (71 at St. Thomas Episcopal Church and 25 in-person and 50 virtually at City Hall). **When the survey closed, 199 responses were received online.** The completion rate was 72.4%, with 144 surveys fully completed and 55 partially completed. Four (4) paper surveys were completed and submitted to City staff, **for a total of 203 surveys submitted.** A report on the results, along with the data was provided to the Council in the packet and is being made available on the Medina Middle Housing page.

Upcoming discussions will focus on any additional subjects to the Middle Housing Ordinance, issuing the SEPA (with a 30-day comment period) and reviewing and preparing the Ordinance to send to Commerce for its mandatory 60-day review. Public Hearing schedules for April and May will be discussed in the upcoming Council meeting, also.

Tree Activity Report

We do not have a tree activity report from our arborist this month. There were no tree activity permit applications. This is unusual. We do expect to see permit applications as Spring approaches.

Development Services Professional Services Contracts

With help from Jennifer Robertson, I have been working with consultants on contract renewals, and new contracts.

CWA

CWA has been supporting us with building code compliance review services for several years. We recently renewed the CWA contract. Our goal is to use less of CWA as our new Building Official takes more of the work.

Coffman Engineers

We are currently working with Coffman Engineers on renewal of a contract to provide us with sound testing services.

Tree Frog

This is our arborist Andy Crossett's company. We recently completed the renewal of this contract.

SCJ Alliance

SCJ currently is assisting Medina with the Middle Housing project. I am talking with SCJ about the possibility of their assisting us with specific planning project reviews.

Facet

We recently completed a new professional services contract with Facet (formerly Watershed Co). Medina has worked with Facet/Watershed on several projects over the years, but we have never had anything other than a project-by-project relationship. We now can use Facet for environmental reviews as needed. Additionally, Facet will be our lead for the state mandated Critical Areas Ordinance Update, and a city-wide tree canopy study all during 2025. The Facet contract model is one we may use in the future for other contracts where we have a professional services contract, then use task orders for individual projects.

Other Professional Services Contracts

Development Services has a small staff, but we have large projects that we have responsibility for assuring code compliance. Since I listed the contracts. we are establishing and renewing I thought I would list other consultants we regularly work with.

LDC assists us with both current and long-range planning. Permit reviews and the Comprehensive Plan are examples. LDC is new to Medina starting in January 2024.

Grette is our critical area consultant. Grette is based near Tacoma and is fairly new to Medina. Grette reviews work such as no net loss related to shorelines replanting, steep slope critical areas reviews, etc.

WSP is a Kirkland company we have worked with for several years. WSP has changed names over the years having been bought twice recently. WSP reviews geotechnical reports for us. Typically, WSP is involved with steep slope engineering for stability review.

Telecom is our telecommunications specialist. This is a Southern CA based company with skilled attorneys on staff who are current on telecommunications laws. We engage Telecom in permit applications that have complexities. Telecom recently guided Medina through a new franchise agreement with American Tower Co.

Permit Applications of Interest

This section of my report is simply intended to be another update for you regarding three projects of interest to the community.

Last month in my staff report I mentioned that American Tower Co. had applied for permits to modify antennas on 10-existing poles within the Medina public right of way. This application is under the recently approved franchise agreement. Included with the application are new proposed electric meters mounted on posts near each of the 10-existing poles. Our telecommunications consultant has reviewed the meter proposal and produced an opinion which is now under review with our City Attorney.

The permit application for modifications to the existing T-Mobile site on Bellevue School District property at Evergreen Point Road and approx. NE 28th St. continues to be processed. This is the project which involves T-Mobiles monopine concealment proposal. Since my last staff report T-Mobile provided us with additional information showing options to the monopine in photo simulations. We now have photo simulations of a monopine proposal for pole and antenna concealment, an antenna with a barrel concealment, and a pole with antenna which has no concealment. I expect we will have a public hearing on this project in mid-late April.

As mentioned in my previous staff report, Overlake Golf and Country Club has submitted an application for a driving range fence height variance. This variance application will have its staff report approved by our City Attorney, and our attorney will present this to the hearing examiner. Hearing date is not yet scheduled.

Tree Inventory

Our 2025 budget includes funds for a portion of a city-wide tree inventory. This is a 2-year project and there will be a budget request for completing the project in 2026.

The inventory is the first step to effective management of city-controlled trees. Basically, any trees not located on private property are a part of this inventory.

In 2025 we will have an inventory of right-of-way trees along city streets. In 2026 the inventory will be completed in our parks and public spaces.

As part of the inventory budget, we purchased software which will be used to track each tree by GIS location, size, species and health. This information will be available to the public on our website.

Construction Activity Permit

This topic may be brought to Council by a resident, so I am giving you some general background through a summary of the CAP.

The CAP is a formal way for Medina to apply construction mitigation rules such as work hours and construction parking locations. Every building permit is issued with at least the prescriptive CAP rules. There are two types of CAP's which require the formality of noticing. The noticing and the documents we receive are different between the two CAP types. What I am writing is intended as an overview to describe code intent, not detailed process.

For reference, please see the provided CAP ordinance found in the Medina Municipal Code Chapter 16.75. – Construction Activity Permit. The entire Chapter 16.75 is provided, but I highlighted the two types of CAP's I am referencing for you to find easier.

Section 16.75.070 describes the most common form of CAP we see and is also the most visible to Medina residents. This section is associated with projects having a permit value (city assigned value) of \$500,000 and above. These large projects have notice requirements and must conduct an open house. These CAP's use a city provided CAD template where the applicant imports their own site plan detailing the required minimum mitigations. This site plan on the city template is used with the open house and is available for anyone to view it without the need for a public records request. Medina posts these mitigation site plans on our website for public view during the notice period. No other permit application documents are presented to the public without using the public records request process.

Section 16.75.080 is the other form of CAP. This section is for projects with permit value below \$500,000 that require a building permit, and also require construction access via a private lane or joint use driveway. The concept is that neighbors who share access to their properties should be notified when one of the properties on that access will be constructing under a Medina issued building permit. Construction parking on private property is not regulated by Medina, and potential access blockage, deliveries etc. in often narrow property access are issues this code section is addressing. Permit applicants with projects under MMC 16.75.080 are required to provide notice of application to all neighbors whose primary access is via the private lane or joint use driveway. No more than 21-days following determination of a complete permit application, the applicant must distribute the notices with the information as listed in the CAP ordinance. The 21-day period is not a comment period, but rather a method of assuring timeliness of notification. This form of CAP under 16.75.080 does not use the city provided CAD template so there are no construction mitigation documents held by Medina which could be reviewed by neighbors. The only permit documents that Medina has are related to the construction which may be viewed through a public records request. The public records request process is easily found on our Medina website.

Neither of the two CAP processes has the intention of collecting comments and neither has a comment period. As this ordinance was being drafted, Council and Planning Commission were both involved and each had much input. The CAP ordinance language was drafted by our City Attorney. The intention by Council and staff regarding the required two forms of noticing is simply to inform residents about a construction project that may impact them. Then, through the CAP process, impacted neighbors who are now aware of pending projects have the opportunity to engage with the permit applicant towards additional mitigations beyond Medina requirements if they chose to.

From time-to-time ordinances must be amended. Chapter 16.75 has been amended once previously. There are several minor updates currently needed to the CAP including a Council directed notice posting change with associated sign code update. I will be packaging all CAP updates for a single Council review with request for approval.

February 2025 Permit Applications Received

Permit Type	Submitted Date	Permit Number	Total Valuation	Address
B-ACCBLD	02/11/2025	B-25-012	\$1,200,000.00	7649 NE 14th St
TOTAL B-ACCBLD:	1		\$1,200,000.00	
B-ADD/ALT	02/05/2025	B-25-011	\$500.00	1230 80TH PL NE
TOTAL B-ADD/ALT:	1		\$500.00	
B-DEM	02/11/2025	D-25-003		7649 NE 14TH ST
B-DEM	02/21/2025	D-25-004		8048 NE 8TH ST
TOTAL B-DEM:	2		\$0.00	
B-FENCE	02/04/2025	B-25-009	\$22,243.00	2525 Medina Cir
TOTAL B-FENCE:	1		\$22,243.00	
B-GAS	02/06/2025	G-25-004		3241 78th PI NE
B-GAS	02/10/2025	G-25-005		2213 EVERGREEN POINT RD
TOTAL B-GAS:	2		\$0.00	
B-MECHANICAL	02/03/2025	M-25-008		3241 78th PI NE
B-MECHANICAL	02/06/2025	M-25-009		7702 NE 22ND ST
B-MECHANICAL	02/10/2025	M-25-011	\$12,000.00	2213 Evergreen Point Road

B-MECHANICAL	02/10/2025	M-25-010		8457 MIDLAND RD
B-MECHANICAL	02/14/2025	M-25-012	\$11,100.00	619 84th Ave NE
B-MECHANICAL	02/19/2025	M-25-013		2560 MEDINA CIR
B-MECHANICAL	02/24/2025	M-25-014		2461 78TH AVE NE
TOTAL B-MECHANICAL:	7		\$23,100.00	
B-PLUMBING	02/06/2025	P-25-004		619 84TH AVE NE
B-PLUMBING	02/17/2025	P-25-006		7621 NE 10TH ST
TOTAL B-PLUMBING:	2		\$0.00	
B-SFR	02/04/2025	B-25-010	\$1,500,000.00	7838 NE 14th ST
B-SFR	02/19/2025	B-25-013	\$1,500,000.00	2431 76TH AVE NE
B-SFR	02/21/2025	B-25-014	\$1,200,000.00	8048 NE 8TH ST
TOTAL B-SFR:	3		\$4,200,000.00	
B-WALL	02/27/2025	B-25-015	\$75,000.00	1829 EVERGREEN POINT RD
TOTAL B-WALL:	1		\$75,000.00	
CAP - CONSTRUCTION ACTIVITY PERMIT	02/04/2025	CAP-25-009		2409 EVERGREEN POINT RD
CAP - CONSTRUCTION ACTIVITY PERMIT	02/04/2025	CAP-25-010		7838 NE 14th ST

CAP - CONSTRUCTION ACTIVITY PERMIT	02/06/2025	CAP-25-011		2525 Medina Cir
CAP - CONSTRUCTION ACTIVITY PERMIT	02/11/2025	CAP-25-012		7649 NE 14th St
CAP - CONSTRUCTION ACTIVITY PERMIT	02/26/2025	CAP-25-013		2431 76TH AVE NE
TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:	5		\$0.00	
ENG-GRADING/DRAINAGE	02/04/2025	ENG-GD-25-004	\$100.00	2409 EVERGREEN POINT RD
ENG-GRADING/DRAINAGE	02/11/2025	ENG-GD-25-005		7649 NE 14TH ST
ENG-GRADING/DRAINAGE	02/27/2025	ENG-GD-25-006		8048 NE 8TH ST
TOTAL ENG-GRADING/DRAINAGE:	3		\$100.00	
P-ADMIN VARIANCE	02/23/2025	P-25-007		7651 NE 16TH ST
TOTAL P-ADMIN VARIANCE:	1		\$0.00	
P-CODE INTERP	02/07/2025	P-25-005		1201 EVERGREEN POINT RD
TOTAL P-CODE INTERP:	1		\$0.00	
PW-RIGHT OF WAY	02/04/2025	PW-ROW-25-005		619 84th Ave NE
PW-RIGHT OF WAY	02/12/2025	PW-ROW-25-007		2409 EVERGREEN POINT RD
PW-RIGHT OF WAY	02/06/2025	PW-ROW-25-006		8601 NE 12th St.
PW-RIGHT OF WAY	02/13/2025	PW-ROW-25-009		3621 Evergreen Pt Rd.

PW-RIGHT OF WAY	02/13/2025	PW-ROW-25-008		8436 Midland Rd.
PW-RIGHT OF WAY	02/17/2025	PW-ROW-25-010		1033 84th Ave NE
PW-RIGHT OF WAY	02/21/2025	PW-ROW-25-011		8425 RIDGE RD
PW-RIGHT OF WAY	02/27/2025	PW-ROW-25-012		530 Upland Rd
PW-RIGHT OF WAY	02/27/2025	PW-ROW-25-013		3332 78TH PL NE
PW-RIGHT OF WAY	02/28/2025	PW-ROW-25-014		7535 NE 28TH PL
TOTAL PW-RIGHT OF WAY:	10		\$0.00	
TREE-ADMIN ROW TREE REMOVAL	02/11/2025	TREE-25-009		7649 NE 14TH ST
TOTAL TREE-ADMIN ROW TREE REMOVAL:	1		\$0.00	
TREE-HAZARD EVALUATION	02/14/2025	TEST10		501 EVERGREEN POINT RD
TOTAL TREE-HAZARD EVALUATION:	1		\$0.00	
TREE-NON ADMIN TREE ACTIVITY PERMIT	02/27/2025	TREE-25-010		1829 EVERGREEN POINT RD
TOTAL TREE-NON ADMIN TREE ACTIVITY PERMIT:	1		\$0.00	
TREE-WITH BUILDING/DEVELOPMENT	02/05/2025	TREE-25-008		2409 79TH AVE NE
TOTAL TREE-WITH BUILDING/DEVELOPMENT:	1		\$0.00	
Total # of Permits	44		\$5,520,943.00	



February 2025 Issued Permits

Report run on: 3/5/25 09:07 AM

Construction Value:	February 2025	February 2024	2025 YTM	2024 YTM	Difference
Accessory Structure	-	-	-	-	\$0.00
Addition / Alteration	\$75,000.00	\$2,641,115.00	\$1,227,084.42	\$5,076,980.83	(\$3,849,896.41)
Fence / Wall	\$22,243.00	\$321,000.00	\$22,243.00	\$356,174.00	(\$333,931.00)
New Construction	-	\$5,284,086.00	-	\$16,134,086.00	(\$16,134,086.00)
Repair / Replace	-	-	-	-	\$0.00
Wireless Comm. Facility	-	-	-	-	\$0.00
Total Value:	\$97,243.00	\$8,246,201.00	\$1,249,327.42	\$21,567,240.83	-\$20,317,913.41
Permits Issued:	February 2025	February 2024	2025 YTM	2024 YTM	Difference
New Construction	-	3	-	4	(4)
Permit Extension	1	5	6	10	(4)
Accessory Structure	-	-	-	-	0
Addition / Alteration	1	3	4	7	(3)
Construction Activity Permit	2	8	6	11	(5)
Demolition	-	2	-	2	(2)
Fence / Wall	1	3	1	5	(4)
Grading / Drainage	1	5	1	6	(5)
Mechanical	4	9	12	22	(10)
Other - Moving	-	-	-	-	0
Plumbing / Gas	3	5	7	10	(3)
Repair / Replace	-	-	-	-	0
Reroof	-	-	-	-	0
Right of Way Use	3	9	5	15	(10)
Tree Mitigation	2	7	4	11	(7)
Wireless Comm. Facility	-	-	-	-	0
Total Permits:	18	59	46	103	(57)
Inspections:	February 2025	February 2024	2025 YTM	2024 YTM	Difference
Building	92	85	177	171	6
Engineering/Other	14	22	36	31	5
	4	-	6	2	4
Tree	1	1	4	8	(4)
Total Inspections:	111	108	223	212	11



February 2025 Code Enforcement Report

Case Number	Case Type	Assigned To	Address	Case Text	Fine Amount
CC-2025-008	STOP WORK ORDER	Rob Kilmer	2432 78TH AVE NE	Description: Observed construction vehicles parked along the City right-of-way despite prior warnings. Action Taken: Issued Stop Work Order	\$200
CC-2025-009	GENERAL	Rob Kilmer	2439 78TH AVE NE	Description: Sump-pump water from site was observed by City staff to have left the site and run onto neighboring lots. Action Taken: Issued order to cease pumping until a solution is submitted and approved as part of the Grading and Drainage permit.	N/A
CC-2025-010	CITATION	Rob Kilmer	7657 NE 14TH ST	Description: Observed construction vehicles parked along right-of-way despite prior warnings. Action Taken: Directed site workers to move vehicles. Issued Notice of Citation.	\$200
CC-2025-011	GENERAL	Rob Kilmer	8050 NE 8TH ST	Description: Observed boring equipment partially obstructing right-of-way Action Taken: Investigated and determined that the work was being performed on an emergency basis to restore water to residence. Worked with the workers to mitigate risk along the roadway and informed Public Works department of what has happening, location, and contractor's information. -	N/A
CC-2025-012	GENERAL	Rob Kilmer	3263 EVERGREEN POINT RD	Description: Received concern regarding pathway lighting. Action Taken: Advised project Agent to address the issue with the neighbor. Informed the neighbor that the Agent had been advised to contact them.	N/A
CC-2025-013	GENERAL	Rob Kilmer	3444 EVERGREEN POINT RD	Description: Observed work related vehicles along right-of-way. Action Taken: Investigated and observed that trees and power lines had fallen across roadway. Walked area, spoke with Public Works, confirmed that PSE had been contacted. Informed City Arborist of location of fallen and damaged trees	N/A
CC-2025-014	GENERAL	Rob Kilmer	7661 NE 14TH ST	Description: Observed fallen tree in rear yard of property. Tree fell from 7661 NE 14th St., across fence, and onto property at 7657 NE 14th St. Action Taken: Investigated scope of damage. Informed City Arborist.	N/A

CC-2025-015	STOP WORK ORDER	Rob Kilmer	2439 78TH AVE NE	Description: Received reports of continued pumping of water from site onto neighboring property. Action Taken: Issued Stop Work Order. A Citation with financial penalty will be paired with this.	\$400
CC-2025-016	GENERAL	Rob Kilmer	3319 EVERGREEN POINT RD	Description: Received concern regarding hedge along property boundary Action Taken: Investigated situation. Spoke with both property owners. Advised primary owner about options. Advised adjacent property owner to speak with their neighbor to resolve the concern.	N/A
CC-2025-017	GENERAL	Rob Kilmer	8422 NE 10TH ST	Description: Received concern regarding tree on neighboring property. Action Taken: Provided contact information to City Arborist to do a hazard tree investigation	N/A
CC-2025-018	TREE INVESTIGATION	Rob Kilmer	7751 and 7777 OVERLAKE DR E	Description: Received report of tree work occurring over weekend at unknown location "between 7751 and 7777" on Overlake Drive West. Action Taken: Worked with City Arborist to investigate. No evidence of cutting requiring a permit was found. Observed evidence of hedge pruning.	N/A
CC-2025-019	TREE INVESTIGATION	Rob Kilmer	232 OVERLAKE DR E	Description: Received concern via SeeClickFix that a tree had been cut without a permit. Action Taken: Investigated and observed that the tree had fallen due to natural causes. Responded to and closed the SeeClickFix report with this information.	N/A

Past Code Enforcement Cases Still Open					
Case Number(s)	Case Type	Assigned To	Address	Case Text	Fine Amount
CC-2023-152	NOTICE OF VIOLATION	Rob Kilmer	7838 NE 8TH ST	Description: During an inspection at a neighboring property, a structure was observed to have been built within the rear-yard setbacks of 7838 NE 8th Street. The structure appears to require both an approved variance and building permit. Action Taken: Issued a Notice of Violation Estimated Penalty: Structure must be removed or approved variance and building permit(s) must be obtained. Financial penalties will apply if required actions are not initiated by 11/2/23. Status: Working through variance process	To be determined based upon compliance

CC-2024-067	STOP WORK ORDER	Rob Kilmer	1636 73rd Ave NE	Description: Clearing, grading, and construction occurring on site within a steep slope critical area.	To be determined based upon compliance
CC-2024-075	NOTICE OF VIOLATION			Action Taken: Stop Work Order issued and project owner instructed to set up an application meeting. Work can only resume once required permits are approved and issued. Estimated Penalty: Doubling of building permit fees per 16.40.070. - Work commencing before permit issuance. To be reviewed for Notice of Violation penalty per MMC 1.15.200. - Notice of violation. Status: Working through permitting process.	
CC-2024-070	STOP WORK ORDER	Rob Kilmer	8711 Ridge Road	Description: Observed stairway structure being erected on roof of garage up to roof of second story.	To be determined based upon compliance
CC-2024-072	NOTICE OF VIOLATION			Action Taken: Issued Stop Work Order and required a permit pre-application meeting to be scheduled.	
CC-2024-080	NOTICE OF FINAL ORDER			Estimated Penalty: Doubling of permit fees per MMC 16.40.070. - Work commencing before permit issuance. To be reviewed for Notice of Violation penalty per MMC 1.15.200. - Notice of violation. Status: Pending Resolution	
CC-2024-101	GENERAL	Rob Kilmer	7664 NE 14TH ST	Description: Met onsite with homeowner to discuss a sport court that had been installed.	To be determined based upon compliance
CC-2024-114	NOTICE OF VIOLATION			Action Taken: Directed homeowner that permits are required for a sport court. Estimated Penalty: Cost of zoning and building permits. Status: Working through zoning process	
CC-2024-128	STOP WORK ORDER	Rob Kilmer	7620 NE 24th Street	Description: Observed construction work occurring without required permits.	Doubling of Permit Fees
CC-2024-129	NOTICE OF VIOLATION			Action Taken: Issued Stop Work Order. Estimated Penalty: See associated Notice of Violation Status: Working through permitting process	

CHAPTER 16.75. - CONSTRUCTION ACTIVITY PERMIT

16.75.010. - Purpose.

The purpose of the construction activity permit is to provide a method for citizens to participate in reducing the impacts of neighboring construction projects while applying a standardized mitigation policy so as to not unreasonably interfere with permit applicants' development rights. Additional purposes of this chapter include:

- A. Minimizing potential adverse visual and aesthetic impacts of construction.
- B. Establishing objective standards for the mitigation of construction projects.
- C. Encouraging public participation in the mitigation evaluation process.

(Code 1988 § 20.75.010; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.020. - Applicability.

- A. Any applicant seeking a building permit from the city is subject to the provisions of this chapter; provided, that:
 1. Proposed projects with a combined permit value at or below \$499,999.00 are exempt from the requirements of MMC 16.75.070 and 16.75.080.
 2. Proposed projects with a combined permit value at or above \$500,000.00 shall comply with the additional requirements in MMC 16.75.070.
 3. Proposed projects with a combined permit value at or below \$499,999.00 having construction access on a private lane or joint-use driveway shall comply with the additional requirements in MMC 16.75.080.

(Code 1988 § 20.75.020; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.030. - Definitions.

For the purpose of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. Words not otherwise defined shall have their common and ordinary meaning:

- A. *Applicant* means the person, persons, or entity who owns the property where the construction under the building permit is located, or the agent of the person, person, or entity who owns the property where the construction under the building permit is located.
- B.

Building permit means formal authorization by the city allowing construction activity to occur and includes any construction activity regulated under permit by the Washington State Building Code as amended by the City of Medina.

- C. *City* means the City of Medina, Washington.
- D. *Combined permit value* means the city-approved value of all work to be performed.
- E. *Construction access* means the entrance and exit points for construction vehicles to reach the project site.
- F. *Construction activity* means work performed in association with private development projects performed under a building permit including but not limited to construction, deliveries to the site, employee arrivals and departures, and heavy trucking.
- G. *Construction activity permit* means the permit issued by the city pursuant to this chapter.
- H. *Construction activity site plan* means a site plan which identifies all construction activity associated with the building permits through standard graphics and notation.
- I. *Construction best management practice (BMPs)* means best management practices used in the control of silt runoff and dust control to help achieve water and air quality goals. Construction BMPs include both measures to prevent pollution and measures to mitigate pollution.
- J. *Construction limits* means an area with established boundaries typically defined by a border consisting of temporary construction fencing which is installed for the purpose of defining the location of critical areas, shorelines, tree protection, and low impact development in addition to any other area where construction activity is prohibited.
- K. *Construction parking* means the stopping of any vehicle associated with construction activity on private or public rights-of-way for a period of greater than 15 minutes; provided, that those vehicles owned by city staff, city consultants, public utility vehicles, or private property owners are exempt from this definition.
- L. *Crane—fixed* means a tower crane which is affixed to the ground and is certified and regulated by the Washington State Department of Labor and Industries.
- M. *Crane—mobile* means a mobile construction crane which is typically affixed to a vehicle and that is certified and regulated by the Washington State Department of Labor and Industries.
- N. *Director* means the City of Medina development services director or designee.
- O. *Joint-use driveway* means a privately or publicly owned access road without city-assigned street designation used for vehicle access and for use by more than one property.
- P. *Heavy truck* means vehicles having a gross vehicle weight of 26,000 pounds or greater, and truck-trailer combinations having a length over 30 feet.
- Q. *Permit holder* means a person or entity that has been issued a construction activity permit.

- R. *Private lane* means a privately owned access road with city-assigned street designation that provides primary access to properties and the premises identification.
- S. *Public right-of-way* means all public streets and property granted or reserved for, or dedicated to, public use for streets and all public utilities therein, including easements in favor of the city, together with public property granted or reserved for, or dedicated to, public use for curbs, gutters and walkways or sidewalks, whether improved or unimproved, including the air rights, subsurface rights and all easements in favor of the city related thereto.
- T. *Road* means any thoroughfare or route used by vehicles including but not limited to public rights-of-way, joint-use driveways, and private lanes.
- U. *Visual barrier* means a temporary fence, landscaping, or other structure or feature that is opaque, six feet high, and reduces the sight line between the construction and neighboring properties.
- V. *Work hours* means the hours within which construction activity is permitted pursuant to Chapter 8.06 MMC.

(Code 1988 § 20.75.030; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.040. - Permit commencement and conclusion.

- A. Construction activity may not begin until a construction activity permit is issued, and the permit holder has attended a preconstruction meeting with the city.
- B. Construction activity must cease when the permit holder receives the final inspection approval by city staff.

(Code 1988 § 20.75.040; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.050. - Application requirements.

- A. A completed construction activity permit application shall be submitted to the director at the intake meeting pursuant to MMC 16.80.060(B).
- B. A complete construction activity permit application is required and shall contain the following:
 1. Construction activity permit application.
 2. Legal description of the property.
 3. Proof of ownership in the form of one of the following documents:
 - a. Current purpose and sale agreement;
 - b. Title;
 - c. Deed; or
 - d. Bill of sale.
 - 4.

Declaration of agent form.

5. Applications shall include the actual costs incurred by the city in reviewing and processing the construction activity permit as required by Chapter 16.14 MMC.
 6. A sworn statement by the property owner(s), agent and the general contractor acknowledging responsibility for compliance with the construction activity permit.
 7. A right-of-way use permit application pursuant to MMC 12.08.010, if applicable.
- C. In addition to the requirements outlined above, the director may require a construction activity site plan, drawn at one inch equals ten feet or one-eighth inch equals one foot, or another legible scale as approved by the director, and identifying the following as applicable:
1. Property boundaries and significant land, and other features including but not limited to bodies of water.
 2. Location and dimension to the property boundary of minimum required zoning setbacks.
 3. Location of all proposed structures and structures to remain.
 4. Adjacent public rights-of-way, private lanes, and joint-use driveways.
 5. Location of construction entrance.
 6. Location and swing radius of crane.
 7. The estimated duration of crane use.
 8. Location of vehicle off-site staging including but not limited to material and equipment deliveries and other uses of the public rights-of-way.
 9. Location of portable toilet a minimum of ten feet from property boundaries.
 10. Location of covered trash container a minimum of ten feet from property boundaries.
 11. Location of construction limits through the location of all critical areas, tree protection, shorelines, and low impact development BMPs.
 12. Location of outdoor tile cutting a minimum of ten feet from property boundaries.
 13. The estimated duration of outdoor tile cutting.
 14. Location of barge.
 15. The estimated duration of barge use.
 16. Any proposed utility service disruptions to neighboring properties.
 17. The estimated duration of disrupted utility service.

(Code 1988 § 20.75.050; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.060. - Permit conditions.

The construction activity permit site plan cover sheet shall contain the following conditions:

- A. *Work hours.*

1. Permitted pursuant to MMC 8.06.160.
 2. Construction activity is prohibited prior to, or after, the allowed work hours subject to MMC 8.06.160(B), Exceptions.
- B. *Construction parking.*
1. Construction parking is prohibited outside of the project's property boundary, unless specifically permitted including but not limited to where signed along NE 12th Street.
 2. Construction entrance to property and on-site construction parking areas shall be stabilized as a construction BMP.
- C. *Site maintenance.*
1. Permit holder shall install or maintain a visual barrier along the project's property boundary adjacent to other properties.
 2. Project site shall contain an appropriately sized covered trash container.
 3. Project site shall be kept clean of trash including but not limited to construction debris and food wrappers.
 4. Construction materials shall be stored in a safe, secure, and orderly manner.
- D. *Noise.*
1. Noise shall not exceed the permitted limits identified in Chapter 8.06 MMC.
 2. Site workers shall endeavor to limit the sound of radios and voices from traveling across property boundaries.
 3. Idling vehicles are prohibited.
- E. *Utility disruption.*
1. If the proposed project will disrupt utility service for any neighboring properties, the permit holder shall provide at least seven days' written notice to all affected neighbors by delivering a city-issued door-hanging flyer at each affected home that includes the following information:
 - a. Contact information of the owner or agent for the permitted project which is causing the disruption.
 - b. The emergency contact information including name, phone number and email address for the utility contractor doing the work.
 - c. The date and duration that the service will be affected.
- F. *Road closure.* Complete closure of roads is prohibited except in an emergency.
- G. *Road obstruction.* Obstruction of roads is prohibited unless the applicant receives a right-of-way use permit pursuant to MMC 10.72.040.
- H.

Director discretion. The director may modify the construction permit conditions meeting the requirements within this chapter at any time if additional construction impacts are identified or conditions change.

(Code 1988 § 20.75.060; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.070. - Notice and open house requirements for projects at or above \$500,000.00.

- A. Projects with a combined permit value at or above \$500,000.00 shall comply with the requirements of this section.
- B. Projects subject to provisions of this section are required to:
 - 1. Post a notice of application; and
 - 2. Hold an open house.
- C. The city shall provide a notice of application within 21 days after the determination of a complete application. The content of the notice of application shall include the following information:
 - 1. The file number assigned to the project permit.
 - 2. The date of the determination of a complete application, and the date the notice of application was mailed.
 - 3. A description of the proposal.
 - 4. A list of the requested and necessary approvals and actions required for the proposal.
 - 5. The location where the application can be reviewed.
 - 6. A statement that the public comments shall be accepted through the date of the open house.
 - 7. The date, time, and place of the open house.
 - 8. A statement of the rights of any person to comment on the application, receive notice of any hearings, and request a copy of the decision once made.
 - 9. Any other information determined appropriate by the director.
- D. The applicant shall be responsible for the notice distribution as required by this section. No later than 21 days from the date of the determination of complete application, the applicant shall provide to the director an affidavit attesting that each required method of notification was carried out in conformance with the regulations in this chapter. This affidavit shall include verification that the applicant provided notice to the intended recipients consistent with the notice requirements of this section. If the affidavit of mailing is not filed as required, any scheduled date by which the public may comment on an application shall be postponed, if necessary, in order to allow compliance with the notice requirements of this and other applicable chapters.
- E. The notice of application shall be distributed in the following methods:
 - 1. *Mailed.*
 - a. Mailed to all property owners within 500 feet of the property boundary line, in all cardinal directions.

b. Notice mailed to persons at their known address shall be judged to have been received by those persons if those persons and their addresses are named in a declaration of mailing. The failure of any person to actually receive the notice shall not invalidate any permit or approval.

c. Notice forms shall be provided by the city.

2. *Posted.*

a. Notice boards shall be placed by the applicant in the following manner:

i. At the midpoint of each abutting street frontage of the site;

ii. No more than five feet inside the street property line;

iii. With the top of the notice board between four and five feet above grade; and

iv. Completely visible and accessible to both drivers and pedestrians.

b. Notice boards shall be provided by the city, maintained in clean and readable condition by the permit holder.

c. Notice boards shall be removed by the permit holder within seven days after the date of the open house.

F. The open house shall:

1. Be held no earlier than 14 days after the notice of application is issued but no later than 60 days after the date of the notice of application is issued.

2. Be located at Medina City Hall.

3. Be in an electronic format as determined by the director.

3. Be led by the project applicant or assigned agent and include participation by the general contractor.

4. Provide an opportunity for citizens to offer public input on the applicant's proposed construction mitigation.

(Code 1988 § 20.75.070; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.080. - Notice requirements for projects with construction access via a private lane or joint-use driveway.

A. Projects at or below \$499,999.00 that require a building permit and require construction access via a private lane or joint-use driveway shall comply with the requirements of this section.

B. Projects subject to provisions of this section are required to provide notice of application to all neighbors whose primary access is via a private lane or joint-use driveway.

C. Within 21 days of a determination of a complete application, the applicant shall provide a notice of application, pursuant to this section. The content of the notice of application shall include the following information:

1.

The file number assigned to the project permit and the contact information for the property owner or agent.

2. The date of the determination of a complete application, and the date of the notice of application.
 3. A description of the proposal.
 4. A list of the requested and necessary approvals and actions required for the proposal.
 5. The location where the application can be reviewed.
 6. A statement that any comments or questions shall be directed exclusively to the property owner or agent on file.
 7. Any other information determined appropriate by the director.
- D. The applicant shall be responsible for all notice distribution as required by this section. No later than 21 days from the date of the determination of complete application, the applicant shall provide to the director an affidavit attesting that the required method of notification was carried out in conformance with the regulations in this section. This affidavit shall include verification that the applicant provided notice to the intended recipients consistent with the notice requirements of this section. The construction activity permit shall not be issued until the affidavit is filed with the city pursuant to this section.
- E. The notice of application shall be distributed via hand delivery, a door-hanger, or an equivalent method as approved by the director on the front door, or other primary entrance as appropriate, of all properties whose primary access is via the private lane or joint-use driveway shared by the project site.
- F. The notice forms shall be provided by the city.

(Code 1988 § 20.75.080; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.090. - Review and approval procedure.

- A. Construction activities permits shall be processed as a Type 1 decision. The director's decision is appealed pursuant to MMC 16.80.220.
- B. The director shall review the application for compliance with this provision of this chapter and other applicable ordinances and regulations as they currently exist or are hereafter amended and shall approve or deny the permit application in conformance with this chapter.

(Code 1988 § 20.75.090; Ord. No. 995 § 3 (Exh. A), 2021)

16.75.100. - Enforcement.

Violations of any provisions of this chapter shall be subject to the enforcement provisions and penalties set forth in Chapters 1.15 and 16.16 MMC.

(Code 1988 § 20.75.100; Ord. No. 995 § 3 (Exh. A), 2021)



CITY OF MEDINA

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

Date: March 10th, 2025
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Ryan Wagner, Finance & HR Director
Subject: 2025 January and February Financial Report

The 2025 report includes:

- January and February Key Revenue and Expenditures:
- Potential 2025 Budget Amendment Items
- February Cash Statement
- February Financial Summary
- February 2025 AP Check Register Activity Detail

January and February Key Revenue

- \$316K Utility and Franchise Fees/Taxes
- \$313K Local Sales and Use Tax
- \$175K REET – Retail Excise Tax (December/January Sales)
- \$142K Investment Earnings
- \$112K Building Permit Revenue
- \$89K Hunts Point Police Contract
- \$18K Criminal Justice Funding

January and February Key Expenditures

- \$250K AWC – 2025 City Liability Insurance
- \$70K Kamins Construction – Storm Improvements
- \$47K LEAF – Vrail City Servers
- \$26K LDC – Long Range Planning
- \$28K Inslee Best – January Attorney Services
- \$26K LDC – Planning and Permitting Work

2025 Potential Budget Amendment Items

1) City Manager Recruitment - \$25K Estimate

In January of this year, City Manager Burns announced his retirement after over 10 years working for the City of Medina. The City has signed a contract with the recruiting firm GMP Consultants, totaling \$19,500. With assumed additional costs associated with the recruiting/hiring process, the estimate has been increased by \$5,500.

2) City Manager Cashout - \$45K Estimate

Per Medina policy, found within the Employee Handbook, the City Manager is eligible for a cashout of all unused vacation time upon departure. After 10 years of service with the City, the City Manager is also eligible for a cashout of 25% of all accrued sick time up to 180 hours as well.

3) Teamsters CBA Contract - \$25K Estimate

The Teamsters collective bargaining agreements for the Clerical and Public Works Unions are on consent for the March 10th meeting. The estimated cost increase over the 2025 budget is \$25K. While the negotiated increase to salary and longevity are set, the “estimate” comes from potential budget impacts to overtime and on call rates.

2025 Cash Position and Investment Summary

<u>2025 Cash Balance, 1/31/2025</u>		<u>2025 Cash Balance, 2/28/25</u>	
<u>TOTAL CASH & INVESTMENTS</u>		<u>TOTAL CASH & INVESTMENTS</u>	
Period Ending: 1/31/25		Period Ending: 2/28/25	
WA ST INV POOL	\$ 10,790,199	WA ST INV POOL	\$ 10,509,145
OTHER INVESTMENTS*	4,813,371	OTHER INVESTMENTS*	4,813,371
CHECKING	562,968	CHECKING	237,160
	\$ 16,166,538		\$ 15,559,676
		Outstanding Checks	\$508,296
			\$ 15,051,380

\$1M bond (Dec 2024)
5/15/2028
\$500K bond (Mar 2020)
3/25/2025
\$500K bond (June 2022)
12/31/2025
\$1.15M bond (Jan 2023)
6/30/2026
\$1M bond (Aug 2024)
7/8/2027
\$1M bond (Nov
11/15/2027

February 2025 Financial Summary

REVENUES:	FEB ACTUAL	YTD ACTUAL	2025 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET
General Fund					
Property Tax	\$94,897	\$101,640	\$4,608,359	2.21%	\$4,506,719
Sales Tax	\$168,584	\$313,265	\$1,964,450	15.95%	\$1,651,185
Affordable & Sup. Housing	\$0	\$91	\$0	--	(\$91)
Criminal Justice	\$10,096	\$18,407	\$111,099	16.57%	\$92,692
B & O Tax: Utility & Franchise Fee	\$4,736	\$316,511	\$978,219	32.36%	\$661,708
Leasehold Excise Tax	\$0	\$0	\$2,000	0.00%	\$2,000
General Government (includes Hunts Point)	\$98,057	\$104,065	\$406,868	25.58%	\$302,803
Passports, General Licenses & Permits	\$167	\$202	\$5,900	3.42%	\$5,698
Fines, Penalties, Traffic Infr.	\$4,166	\$6,542	\$18,000	36.34%	\$11,458
Misc. Invest. Facility Leases	\$25,904	\$109,334	\$262,166	41.70%	\$152,832
Disposition of Capital Assets	\$0	\$0	\$0	--	\$0
General Fund Total	\$406,607	\$970,056	\$8,357,061	11.61%	\$7,387,005
Development Services Fund Total	\$36,080	\$122,069	\$915,500	13.33%	\$793,430.52
Development Services Fund Transfers In from GF	\$0	\$0	\$0	--	\$0.00
Street Fund Total	\$3,722	\$7,724	\$118,085	6.54%	\$90,446
Street Fund Transfers In	\$45,000	\$90,000	\$540,000	16.67%	\$200,764
Tree Fund Total	\$0	\$0	\$3,075	0.00%	\$3,075
Contingency Fund Total	\$0	\$0	\$0	#DIV/0!	\$0
Capital Fund Total	\$95,534	\$227,834	\$1,535,000	14.84%	\$1,307,166
Levy Stabilization Fund Total	\$0	\$0	\$0	--	\$0
Levy Fund Transfers In GF	\$23,750	\$47,500	\$285,000	16.67%	\$237,500
NonRevenue Trust Funds Total	\$2,893	\$4,981	\$0	--	(\$4,981)
Master Investments Total	\$500,000	\$1,000,000	\$0	--	(\$1,000,000)
Total (All Funds)	\$544,835	\$1,332,665	\$10,928,721	12.19%	\$9,596,056
Total (All Funds) Transfers In	\$68,750	\$137,500	\$825,000	16.67%	\$687,500

EXPENDITURES:	FEB ACTUAL	YTD ACTUAL	2025 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET
General Fund					
Legislative	\$8,596	\$10,874	\$83,000	13.10%	\$72,126
Municipal Court	\$0	\$1,565	\$15,000	10.43%	\$13,435
Executive	\$25,406	\$47,813	\$308,736	15.49%	\$260,923
Finance	\$48,322	\$287,113	\$614,051	46.76%	\$326,938
Legal	\$30,571	\$32,771	\$468,000	7.00%	\$435,230
Central Services	\$85,692	\$214,943	\$1,186,277	18.12%	\$971,334
Police Operations	\$245,500	\$520,849	\$2,931,655	17.77%	\$2,410,806
Fire & Medical Aid	\$0	\$0	\$950,544	0.00%	\$950,544
Public Housing, Environmental & Mental Health	\$204	\$13,736	\$55,966	24.54%	\$42,230
Fees					
Recreational Services	\$0	\$0	\$48,500	0.00%	\$48,500
Development Services	\$6,954	\$36,984	\$315,222	13.93%	\$542,533
Parks	\$37,068	\$87,822	\$630,355	13.93%	\$604,167
General Fund Subtotal	\$488,313	\$1,254,470	\$7,607,306	16.49%	\$6,352,836
General Fund Transfers Out	\$60,417	\$120,833	\$725,000	16.67%	\$604,167
General Fund Total	\$548,730	\$1,375,304	\$8,332,306	16.51%	\$6,957,002
Development Services Fund Total	\$89,028	\$212,246	\$1,208,063	17.57%	\$995,817
City Street Fund Total	\$40,875	\$73,481	\$647,696	11.34%	\$574,215
Tree Fund Total	\$0	\$0	\$30,000	0.00%	\$30,000
Capital Fund Total	\$76,999	\$76,999	\$750,000	10.27%	\$673,001
Capital Fund Transfers Out	\$8,333	\$16,667	\$100,000	16.67%	\$83,333
NonRevenue Trust Funds Total	\$92	\$92	\$0	0.00%	(\$92)
Master Investments Total	\$500,000	\$1,000,000	\$0	0.00%	(\$1,000,000)
Total (All Funds)	\$1,195,308	\$2,617,289	\$10,243,065	25.55%	\$7,625,776
Total (All Funds) Transfers Out	\$68,750	\$137,500	\$825,000	16.67%	\$687,500



CITY OF MEDINA

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

Date: March 10, 2025
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Aimee Kellerman, City Clerk
Subject: Central Services Department Monthly Report

APRIL AND MAY PUBLIC MEETINGS AND EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Park Board Meeting	Mar 17	5:00 pm	In-Person/Online
City Council Meeting	Mar 24	5:00 pm	In-Person/Online
Planning Commission Meeting	Mar 25	6:00 pm	In-Person/Online
City Council Meeting	Apr 14	5:00 pm	In-Person/Online
Spring Shredder/E-cycling and Drug Take Back Day	Apr 19	9:00 am – 12:00 pm	Medina Park – 8301 NE 12 th St.
Planning Commission Meeting	Apr 22	6:00 pm	In-Person/Online
City Council Meeting	Apr 28	5:00 pm	In-Person/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 20 bulletins amounting to a total of 228,450 bulletins delivered to subscribers; approximately 15% were opened. See **Attachment 1**.

As of February 28, the city had 20,751 subscribers (change in total subscribers **-120**), with a combined total of 188,002 subscriptions (change in total subscriptions **-352**).

RECORDS REQUESTS

During the month of February, 17 public records requests were 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, 2025	20	257,214	228,450	21,848	15.00%	99,834
January, 2025	25	242,268	214,852	20,893	14.90%	90,903
December, 2024	32	350,956	311,634	29,373	14.70%	134,905
November, 2024	24	187,537	167,321	16,364	14.50%	65,730
October, 2024	30	282,844	252,380	24,188	14.50%	102,850
September, 2024	21	188,362	167,673	15,322	13.80%	68,343
August, 2024	25	212,439	189,942	18,274	14.30%	59,517
July, 2024	13	94,658	84,329	8,360	14.50%	32,234
June, 2024	13	114,839	102,709	9,751	14.20%	40,902
May, 2024	19	160,753	143,855	13,815	14.20%	56,413
April, 2024	33	272,560	244,326	22,981	14.00%	97,242
March, 2024	26	155,690	136,634	15,275	16.30%	52,425
February, 2024	20	95,632	84,205	9,221	15.80%	31,340
January, 2024	11	34,035	29,587	3,241	14.90%	9,635
Date Sent	Top 10 Most Read Bulletins During February			Emails Opened	Email Open Rate	
02/05/2025 08:18 AM PST	UPDATE - Republic Services - Garbage Services for February 5, 2025			2,128	16%	
02/06/2025 08:18 AM PST	UPDATE - Republic Services - Garbage Services for February 6, 2025			2,013	15%	
02/07/2025 01:37 PM PST	SR 520 Expansion Joint Noise Update			2,151	16%	
02/10/2025 01:00 PM PST	Community Bulletin - Save the Date - Coffee with the Chief and Mayor Sabey - February 26th			2,302	16%	
02/17/2025 01:00 PM PST	Community Bulletin - Reminder - Coffee with the Chief - February 19th			2,277	16%	
02/24/2025 01:00 PM PST	Community Bulletin - Reminder - Coffee with the Chief and Mayor Sabey - February 26th			2,303	16%	
02/24/2025 05:13 PM PST	Community Bulletin - High Wind Advisory & Potential for Power Outages			2,573	18%	
02/25/2025 09:39 AM PST	Community Bulletin - Windstorm Aftermath & Road Closures			2,682	17%	
02/25/2025 12:48 PM PST	CANCELLATION NOTICE - Planning Commission Meeting Canceled for February 25, 2025			1,595	14%	
02/25/2025 03:36 PM PST	Community Bulletin - Update - Windstorm Aftermath & Road Closures			2,338	16%	

**ATTACHMENT 2**

501 EVERGREEN POINT ROAD • P.O. BOX 144 • MEDINA, WA 98039-0144
TELEPHONE (425) 233-6400 • FAX (425) 451-8197 • www.medina-wa.gov

DATE: March 10, 2025

TO: Mayor and City Council

From: Aimee Kellerman, City Clerk

Subject: February 2025, Public Records Request Tracking

In February 2025, Central Services staff received **17** new public records requests. These requests required approximately **9 hours** of Central Services staff time and **1 hour** of consulting time with the City Attorney. The overall February cost, which includes staff hourly rate plus benefits and City Attorney fees, is approximately **\$850**.

In addition, the police department receives public records requests specific to police business that require records research and information distribution. In February 2025, the Police Department received **2** new records requests. These requests required approximately **9.5 hours** of staff time and **1 hour** of consulting time with the City Attorney. The overall February cost, which includes staff hourly rate plus benefits, is approximately **\$1020**. The requests are from outside law enforcement agencies, insurance carriers, the public and persons involved in the incidents.

ATTACHMENT 2

February 2025 Monthly PRR Report

Ref. #	Public Records Request	Requester Name	Request Date	Dept.	Assigned Staff
25-47	Is it possible to see the approved plan set for the home at 252504-9013 (1127 EVERGREEN POINT RD)? King County notes the home was built in 2000, but I cannot find associated permit numbers? Also, were there any permits issues for a man-made cove construed in the 1970s on this property?	Marianne Stover	2/28/2025	Development Services	Aimee Kellerman
25-44	Request for approved SFR building permit and approved permit files (incl. plan set, critical areas reports, etc.) for the following parcels: 242504-9086 252504-9222	Marianne Stover	2/19/2025	Development Services	Aimee Kellerman
25-43	I am writing to request a site map of my property located at 2461 78th Ave NE Medina. I am a new homeowner at this address and I am planning to build a fence on the west side of my property and replace the existing fence on the south side. In order to ensure that my plans comply with all local regulations and property boundaries, I would greatly appreciate it if you could provide me with a detailed site map of my property. This map will help me accurately determine the property lines and ensure that my fence construction project is within the permitted boundaries. Thank you for your time and assistance with this matter. I look forward to receiving the site map at your earliest convenience.	ZHIJUN MA	2/18/2025	Development Services	Aimee Kellerman
25-42	I am requesting all information pertaining to File Number: City of Medina ENG-GD-25-004 & CAP-25-009 Project address per the filing: 2409 79th Avenue NE, Medina WA. Please note, the street designation in the filing is incorrect. It should be designated as 2409 76th Avenue NE, Medina WA. Filer: Daniel Pence	Wady Milner	2/18/2025	Development Services	Aimee Kellerman

ATTACHMENT 2

25-41	<p>This is Michael A. Ayele sending this message though I now go by W and I prefer to be referred to as such. I am writing this letter for the purpose of filing a request for records with your office. [i] The basis for this records request is the decision of the United States government to commemorate Black History Month.[ii] 1) Requested Records What I am requesting for prompt disclosure are records in your possession detailing your discussions about [1] Black History Month as an event that (i) began in 1915, “half a century after the Thirteenth Amendment abolished slavery in the United States;” (ii) was officially recognized by the federal government of the United States of America (U.S.A) in 1976 after President Gerald Ford called upon the public to “seize the opportunity to honor the often neglected accomplishments of Black Americans in every area of endeavor;” (iii) is “dedicated to researching and promoting achievements by Black Americans and other people of African descent;”</p>	Michael A. Ayele (a.k.a) W	2/14/2025	Human Resources	Aimee Kellerman
25-40	<p>Hello, I'd like the interior floorplans, including structural for the home at 1465 Evergreen Point Road, Medina, when permits were submitted.</p>	Galya Kirstine	2/12/2025	Development Services	Aimee Kellerman
25-39	<p>Please provide copies of all documents and materials submitted in connection with Variance P-24-079, including all Exhibits referenced in and to the permit application. Thanks very much.</p>	Peter Berger	2/12/2025	Development Services	Aimee Kellerman
25-38	<p>Permit number PW-ROW-24-090 Right-of-way</p>	Eric Hokanson	2/11/2025	Public Works	Aimee Kellerman
25-37	<p>To whom it may concern, We are requesting the building permit application's architectural drawings for 3313 Evergreen Pt Rd, Medina. We would like to understand the planned elevation and compare that to the city code.</p>	Sarah	2/10/2025	Central Services	Aimee Kellerman

ATTACHMENT 2

25-36	Requesting a report of all issued and pending building permits for residential & commercial properties from 1/1/2025 to 1/31/2025. 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.	Braden Mineer	2/10/2025	Development Services	Aimee Kellerman
25-35	Permit drawings for CAP-25-001, Construction Activity Permit, Building Permit, and Tree Activity Permit for 3313 Evergreen Point Road.	Nevet Basker	2/7/2025	Development Services	Aimee Kellerman
25-34	I'm working on the civil for the subject line address project (demo and construction new SFR). This is the first time I work on a project in City of Medina and so it's new to me. Does the city mandatory requires a detention flow control for any new SFR projects and doesn't matter how much proposed impervious surface area? Another question is that I saw 2420 Evergreen Point Dr project (B-22-109 & ENG-GD-22-020) which is just 2 houses away from this site and construction was completed last year and I was wondering if I can get a copy of the buiding permit civil drawings.	Han Phan	2/6/2025	Development Services; Public Works	Aimee Kellerman
25-33	Parcel 302530-0065 / Permit B-23-063 / 7816 NE 12th St, 252504-9065 / B-23-010 / 1013 84th Ave NE 252504-9092 /B-22-013 / 7626 NE 19th St 242504-9125 /B-23-024 / 3655 Evergreen Pt. Rd 242504-9186 /(no permit found) / 3421 Evergreen Pt. Rd	David McCourt	2/6/2025	Development Services	Aimee Kellerman
25-32	Looking for the building plans for the address of 1465 Evergreen Point Rd Medina WA 98039	Megan Lambert	2/4/2025	Development Services	Aimee Kellerman
25-31	Request copies of the public comments related to P-24-079 Overlake Golf & Country Club/Variance Application.	Terrance Danysh	2/4/2025	Development Services	Aimee Kellerman

ATTACHMENT 2

25-29 Hi, I'm interested in obtaining the archived architectural plans for the property at 1465 Evergreen Point Road, Medina, WA 98039. Would you be able to assist me in retrieving them?

Galya Kirstine 2/3/2025 Development Services Aimee Kellerman

25-28 Thank you for sending me the original design of 7623 NE 24th St, Medina. I noticed some differences between the original design and my current floor plan. Could you please verify if any expansions or modifications were made after the house was built in 2003? If there are updated design documents available, I would appreciate it if you could send them to me. I need these documents to provide to the contractors for a new construction project. Thank you for your help!

Ying Lei 2/3/2025 Development Services Aimee Kellerman



CITY OF MEDINA

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

Date: March 10, 2025
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Ryan Osada, Public Works Director
Subject: Public Works Monthly Report

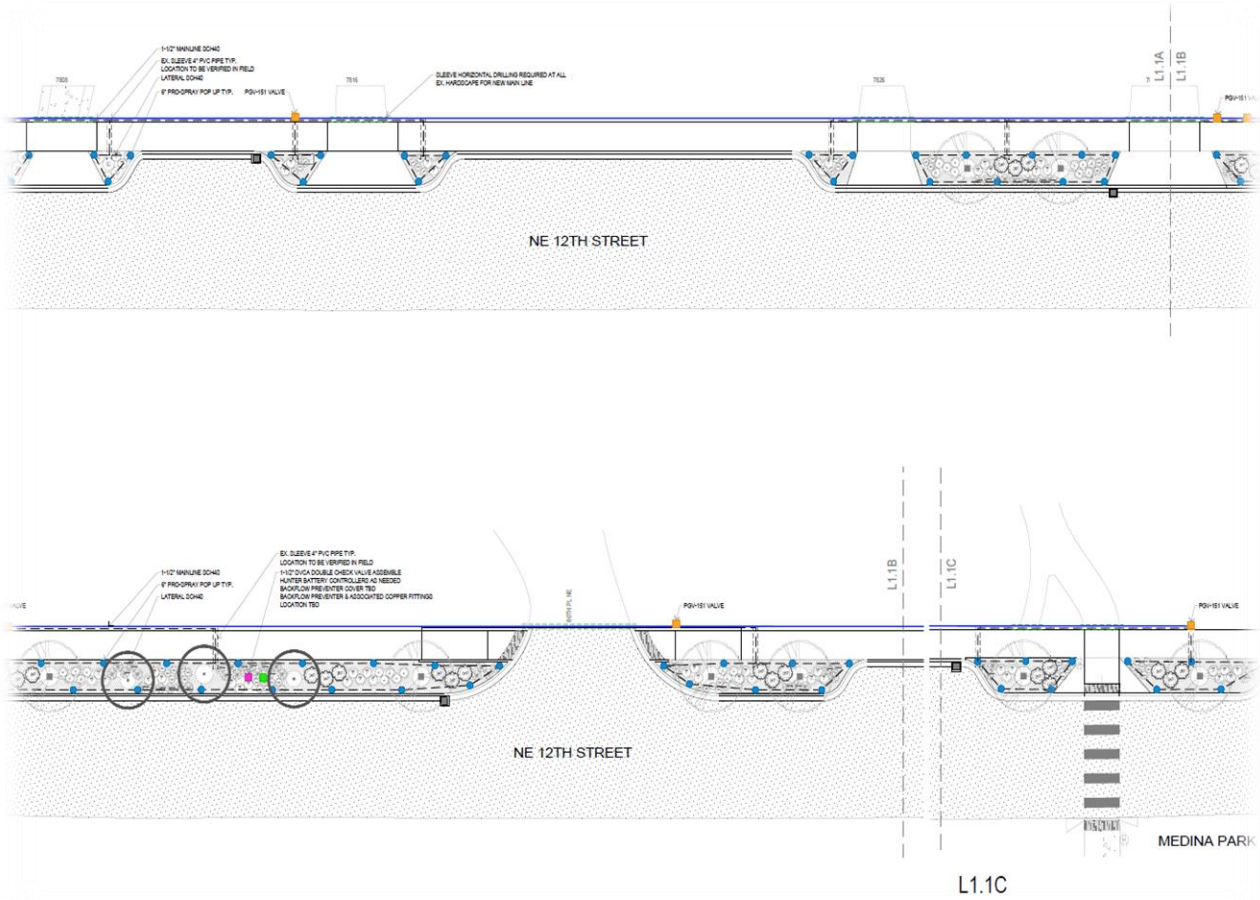
-
- 1. FEBRUARY 24TH WINDSTORM** – On Monday February 24th, the city and surrounding areas experienced power outages after an overnight windstorm hit the region. Wind gusts up to 60 mph knocked down trees and power lines and caused significant damage to the Puget Sound area. The coastal region was also heavily impacted, which led to high surf warnings. Public Works staff were on call during the storm and dispatched early Tuesday morning to clear fallen debris off the local roadways.



2. **EARLY FEBRUARY SNOW** – In early February, temperatures in the region experienced a sharp cooling trend. Several areas received lowland snow which caused significant disruptions on the roadways. The Public Works department was on call during the forecasted snow events and plowed the roads at the first signs of accumulation. Whenever freezing temperatures are expected, the Public Works Department will spray the roadways with a pre-treat deicing material to reduce the likelihood of black ice.



3. **12TH STREET LANDSCAPE IRRIGATION** – Last month, an initial review of irrigation needs and connections was done for the NE 12th Street planter areas. The plan will be to tap the existing private irrigation if the system already exists. For those that do not have existing systems, a tap off the meter would be necessary. Coming from the meter will be more involved due to the added equipment such as a backflow preventer. There are also two areas that will require asphalt pavement removal to access the planters.



4. **PUBLIC WORKS MAINTENANCE** – Public Works continues to clean and scope the city’s stormwater system and identify areas that require updating. Every year the city budgets for storm improvement projects to help mitigate localized flooding during rain events. For 2025, there are currently four locations that will require updating. These projects typically go out for AD in the spring with construction season starting early summer.



5. PROJECT UPDATES -

Medina Beach Park Tree Replanting – Phase III tree planting

2024 Localized Stormwater Imp_NE 2nd Pl, 78th Ave NE, 82nd Ave NE, PO – Two locations waiting for utility relocation.

SROF_Medina Park Stormwater Pond Imp. – permitting

Citywide Stormwater System Mapping & Evaluation – Ongoing CCTV and assessment for future improvements & drainage easements analysis.

City Hall Deck Repair – waiting for final painting

City Hall & Post Office Exterior Painting – design

2025 Hazardous Tree Removal – as needed

Points Loop Trail Signs – in progress

87th Ave NE_86th Ave NE to NE 10th St Overlay – design

Evergreen Point Rd Sidewalk Improvements_NE 12th to NE 16th St – postponed

Tennis Court Resurfacing – design

Fairweather Nature Preserve Goats – scheduled for July

2025 Stormwater Improvements – design

City Hall Interior Painting – design

Public Works Carport Canopy – design

US Bank	Feb 2025 Kellerman US Bank Credit Card	Flight for LaserFiche Conference/Training	\$342.60	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-518-10-43-00	Travel & Training	2025 - February - Manual Run
US Bank	Feb 2025 Kellerman US Bank Credit Card	Annual Dues-Dcc	\$160.00	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-518-10-49-20	Dues, Subscriptions	2025 - February - Manual Run
US Bank	Feb 2025 Nations US Bank Credit Card	Fed Ex credit	(\$46.08)	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-518-10-49-30	Postcard, Public information	2025 - February - Manual Run
US Bank	Feb 2025 Nations US Bank Credit Card	Materials/posters for middle housing open house	\$1,379.90	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-518-10-49-30	Postcard, Public information	2025 - February - Manual Run
US Bank	Feb 2025 Kellerman US Bank Credit Card	Public Storage	\$413.00	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-518-30-45-00	Facility Rental	2025 - February - Manual Run
US Bank	Feb 2025 Kellerman US Bank Credit Card	Public Storage	\$413.00	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-518-30-45-00	Facility Rental	2025 - February - Manual Run
US Bank	Feb 2025 Osada US Bank Credit Card	CH Restroom Lock Batteries	\$113.45	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg	2025 - February - Manual Run
US Bank	Feb 2025 Kellerman US Bank Credit Card	Zoom Storage	\$40.00	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-576-80-41-50	Technical Services, Software Services	2025 - February - Manual Run
US Bank	Feb 2025 Crickmore US Bank Credit Card	Electrical cords & Rubber bands	\$302.17	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-576-80-31-00	Operating Supplies	2025 - February - Manual Run
US Bank	Feb 2025 Crickmore US Bank Credit Card	Fertilizer Sander	\$207.97	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-576-80-31-00	Operating Supplies	2025 - February - Manual Run
US Bank	Feb 2025 Crickmore US Bank Credit Card	Pesticide License Renewal	\$50.00	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-576-80-43-00	Travel & Training	2025 - February - Manual Run
US Bank	Feb 2025 Crickmore US Bank Credit Card	Service Fee	\$1.50	EFT Payment 3/3/2025 11:26:58	2/28/2025	001-000-000-576-80-43-00	Travel & Training	2025 - February - Manual Run
US Bank	Feb 2025 Crickmore US Bank Credit Card	6" Battery Pruning Saw	\$214.86	EFT Payment 3/3/2025 11:26:58	2/28/2025	101-000-000-542-30-35-00	Small Tools/minor Equipment	2025 - February - Manual Run
US Bank	Feb 2025 Crickmore US Bank Credit Card	Battery Blower	\$385.69	EFT Payment 3/3/2025 11:26:58	2/28/2025	101-000-000-542-30-35-00	Small Tools/minor Equipment	2025 - February - Manual Run
US Bank	Feb 2025 Wilcox US Bank Credit Card	Code enforcement notice mailing	\$9.68	EFT Payment 3/3/2025 11:26:58	2/28/2025	401-000-000-558-60-42-00	Communications	2025 - February - Manual Run
US Bank	Feb 2025 Wilcox US Bank Credit Card	Code enforcement notice mailing	\$9.68	EFT Payment 3/3/2025 11:26:58	2/28/2025	401-000-000-558-60-42-00	Communications	2025 - February - Manual Run
US Bank	Feb 2025 Wilcox US Bank Credit Card	Annual Membership Dues	\$842.59	EFT Payment 3/3/2025 11:26:58	2/28/2025	401-000-000-558-60-49-00	Dues, Subscriptions, Memberships	2025 - February - Manual Run
US Bank	Feb 2025 Wilcox US Bank Credit Card	Annual Membership Dues	\$75.00	EFT Payment 3/3/2025 11:26:58	2/28/2025	401-000-000-558-60-49-00	Dues, Subscriptions, Memberships	2025 - February - Manual Run
US Bank	Feb 2025 Wilcox US Bank Credit Card	Annual Membership Dues	\$109.00	EFT Payment 3/3/2025 11:26:58	2/28/2025	401-000-000-558-60-49-00	Dues, Subscriptions, Memberships	2025 - February - Manual Run
			\$8,741.60					
Valvoline, Inc.	115149	PD Oil Changes	\$136.71	66480	2/6/2025	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash	2025 - February - First Run
			\$136.71					
Vision Municipal Solutions, LLC	09-15202	2025 Vision Support	\$9,178.00	66507	2/12/2025	001-000-000-514-20-41-01	Professional Services	2025 - February - First Run
			\$9,178.00					
Voyager Systems	8.69362E+12	PD Fuel	\$1,610.62	EFT Payment 2/18/2025 9:32:56	2/10/2025	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash	2025 - February - First Run
			\$1,610.62					
Washington State Patrol	I2503925	Temp Background Check	\$11.00	66508	2/12/2025	631-000-000-589-30-02-00	WA ST Patrol-Gun-Fbi	2025 - February - First Run
			\$11.00					
Western Display Fireworks	25-6789	Medina Days	\$6,562.50	66509	2/12/2025	001-000-000-511-60-49-10	Medina Days	2025 - February - First Run
			\$6,562.50					
Willard's Pest Control	451263	Reset beaver traps	\$192.85	66481	2/6/2025	001-000-000-576-80-41-04	Professional Services-Misc	2025 - February - First Run
			\$192.85					
WSP Global Inc	40142574	Site Dev Soils Eng Review	\$3,036.00	66510	2/12/2025	401-000-000-558-50-41-50	Arborist	2025 - February - First Run
WSP Global Inc	40148072	Geotechnical Eng Svcs	\$3,500.00	66530	2/19/2025	401-000-000-558-50-41-07	Engineering Consultant	2025 - February - Second Run
WSP Global Inc	40148941	Geotechnical Eng Svcs	\$3,143.00	66530	2/19/2025	401-000-000-558-50-41-07	Engineering Consultant	2025 - February - Second Run
WSP Global Inc	40148073	Geotechnical Eng Svcs	\$3,500.00	66530	2/19/2025	401-000-000-558-50-41-07	Engineering Consultant	2025 - February - Second Run
			\$13,179.00					
Zumar Industries, Inc.	49979	street signs and posts	\$5,052.68	66482	2/6/2025	101-000-000-542-64-41-00	Traffic Control Devices	2025 - February - First Run
			\$5,052.68					
			297456.41	AP Total				
Payroll	Feb 2025 Payroll	Payroll	\$22,406.49		1/31/2025	001-000-000-513-10-11-00	Salaries, Wages & Benefits	
Payroll	Feb 2025 Payroll	Payroll	\$25,234.43		1/31/2025	001-000-000-514-20-11-00	Salaries, Wages & Benefits	
Payroll	Feb 2025 Payroll	Payroll	\$39,326.60		1/31/2025	001-000-000-518-10-11-00	Salaries, Wages & Benefits	
Payroll	Feb 2025 Payroll	Payroll	\$245,289.62		1/31/2025	001-000-000-521-20-11-00	Salaries, Wages & Benefits	
Payroll	Feb 2025 Payroll	Payroll	\$7,049.55		1/31/2025	001-000-000-558-60-11-00	Salaries, Wages & Benefits	
Payroll	Feb 2025 Payroll	Payroll	\$39,665.21		1/31/2025	001-000-000-576-80-11-00	Salaries, Wages & Benefits	
Payroll	Feb 2025 Payroll	Payroll	\$26,443.45		1/31/2025	101-000-000-542-30-11-00	Salaries, Wages & Benefits	
Payroll	Feb 2025 Payroll	Payroll	\$43,961.77		1/31/2025	401-000-000-558-60-11-00	Salaries, Wages & Benefits	
			\$449,377.12	Payroll Total				
Grand Total			\$746,833.53	Grand Total				



MEDINA, WASHINGTON

MEDINA CITY COUNCIL REGULAR MEETING

Hybrid – Virtual/In-Person
Medina City Hall – Council Chambers
501 Evergreen Point Road, Medina, WA 98039
Monday, February 10, 2025 – 5:00 PM

MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Rossman called the regular meeting to order in the Medina Council Chambers at 5:00 PM.

PRESENT

Mayor Jessica Rossman
Deputy Mayor Randy Reeves
Councilmember Joseph Brazen
Councilmember Harini Gokul
Councilmember Mac Johnston
Councilmember Michael Luis
Councilmember Heija Nunn

ABSENT

None

STAFF

Burns, Robertson, Kesler, Sass, Osada, Wilcox, Wagner, Kellerman

2. APPROVAL OF MEETING AGENDA

Mayor Rossman announced that Executive Session 1 regarding RCW 42.30.140 (4)(a) was removed from the agenda.

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

3. PUBLIC COMMENT PERIOD

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

Alex Tsimertman commented on the impacts of the Indian community in Bellevue, expressing concerns about crime and cultural differences.

William Reeves commented on a permitted project allowing the removal of four healthy legacy trees. He urged the city to compare current canopy cover with the 2015 study to assess net loss. He suggested that the City Council consider requiring at least 20% tree preservation on-site, incentivizing the protection of large trees outside the building envelope, removing dwarf cultivars from the approved tree list, and strengthening replacement requirements, as saplings don't offset the loss of mature trees. He also suggested incentives for homeowners to preserve large trees and groves, emphasizing the need for stronger protection against deforestation.

Heija Nunn urged the council to create meaningful opportunities for residents to feel heard and encouraged council members to actively elevate community voices in everyday conversations.

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

4. PRESENTATIONS

4.1 Legislative Update and Check-in by Soundview Strategies by Jennifer Ziegler

Jennifer Ziegler, a consultant with Soundview Strategies, presented an overview of the legislative session, highlighting key changes and insights from the 2024 election. She addressed the state's budget outlook, noting a significant general fund shortfall and the governor's directive for 6% agency budget cuts. Ziegler also outlined challenges in the transportation budget, including a billion-dollar deficit and rising project costs due to inflation. Additionally, she reviewed housing legislation, such as lot-splitting and transit-oriented development bills, and raised concerns about the Department of Commerce's guidance on implementing the middle housing and accessory dwelling unit bills.

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

Director of Public Works Ryan Osada reported that the Park Board has finalized its 2025 event calendar, including scheduling the annual Easter Egg Hunt for the Saturday before spring break. He will provide the Council with the full calendar of events.

Planning Commission Chair Laura Bustamante reported that the commission met on January 28. SCJ Alliance provided an update on the community forums and preliminary survey results. City Attorney Jennifer Robertson introduced proposed code revisions for unit lot subdivisions and zero lot line ordinances. Planning Manager Jonathan Kesler highlighted key priorities for the year, including updates to the critical areas ordinance and development code revisions tied to the Comprehensive Plan, in addition to ongoing discussions on middle housing.

Emergency Preparedness Chair Rosalie Gann reported that the committee met on January 22nd. The meeting featured two guest speakers from Puget Sound Energy, who provided insights into the recent cyclone bomb. They discussed their response process, prioritization strategies, and answered questions from the committee.

Mayor Rossman reported that the Personnel met to discuss the City Manager recruitment but deferred further details to Agenda Item 9.1 for efficiency. She also expressed appreciation for Ryan Wagner's leadership in the Finance Committee, which began

reviewing salary structures to better understand the compensation landscape for the recruitment process. Additionally, the committee initiated discussions on the Comprehensive Plan, budget overages, and requested further information, scheduling follow-up meetings for a more in-depth review.

5. **CITY MANAGER'S REPORT**

Director of Development Services Steve Wilcox reported that American Tower Co. has submitted permit applications to modify antennas on ten existing poles within the Medina public right-of-way. Notably, ATC is also seeking to install new electric meter posts adjacent to each of these poles. The city is currently reviewing this request in accordance with the Municipal Code.

Director of Finance and HR Ryan Wagner provided an update on the city's financial status, highlighting key expenditures from the 13th month, the unaudited year-end 2024 financials, and investment earnings.

Director of Public Works Ryan Osada provided an update on two ongoing projects. The first, a stormwater project, is currently awaiting Puget Sound Energy (PSE) to relocate their service lines before the city can proceed with connecting the storm pipes. The second project, the City Hall deck replacement, is fully usable, but the final painting will be completed once the weather improves, likely in April.

Medina Police Chief Sass provided an update on the recent community forum with the police department. While attendance was lower than expected, he expressed appreciation to Mayor Rossman and Councilmember Nunn for attending and livestreaming the event. The forum provided an opportunity to engage with the community, answer questions, and clarify key topics. Chief Sass also announced that *Coffee with the Chief* is scheduled for Wednesday, February 19, at 7:00 AM at City Hall.

City Manager Steve Burns provided an update on scheduling the City Council retreat and the process of selecting a facilitator. He noted that most facilitators he spoke with require approximately eight weeks to prepare a comprehensive presentation. Councilmembers Brazen and Nunn have been appointed to conduct facilitator interviews and will present a recommendation to the Council upon completion.

6. **CONSENT AGENDA**

ACTION: Councilmember Reeves moved to approve the Consent Agenda as presented. The motion was seconded by Councilmember Gokul and passed unanimously with a 7-0 vote.

- 6.1 January 2025 Check Register
Recommendation: Approve.
Staff Contact: Ryan Wagner, Finance Director
- 6.2 13th Month - Check Register
Recommendation: Approve.
Staff Contact: Ryan Wagner, Finance/HR Director

- 6.3 Approved Park Board Meeting Minutes of November 18, 2024
Recommendation: Receive and file.
Staff Contact: Dawn Nations, Deputy City Clerk
- 6.4 Approved Planning Commission Meeting Minutes of January 16, 2025
Recommendation: Receive and file.
Staff Contact: Rebecca Bennett, Development Services Coordinator
- 6.5 Draft City Council Meeting Minutes of:
a) January 13, 2025; and
b) January 27, 2025.
Recommendation: Adopt minutes.
Staff Contact: Aimee Kellerman, CMC, City Clerk
- 6.6 Medina Council Legislative Priorities Agenda
Recommendation: Adopt.
Staff Contact: Stephen R. Burns, City Manager
7. **LEGISLATIVE HEARING**
- None.
8. **PUBLIC HEARING**
- None.
9. **CITY BUSINESS**
- 9.1 City Manager Recruitment
Recommendation: Discussion and direction.
Staff Contacts: Ryan Wagner, Finance/HR Director and Charlotte Archer, Assistant City Attorney

Director of Finance and Human Resources Ryan Wagner gave a presentation on the City Manager recruitment process, outlining the timeline, the selected recruitment firm, and the next steps. The personnel committee chose GMP Consulting as the recruiting firm, and over the next week, Wagner, the committee, and GMP will work on finalizing the recruitment ad to be published as soon as possible. Future meetings will address key aspects of the process, including approving the job description and conducting public outreach. Council members asked questions, and staff responded.

ACTION: Presentation and discussion only; no action taken.

- 9.2 Middle Housing Update
Recommendation: Discussion only; no action needed.
Staff Contact(s): Jonathan G. Kesler, AICP – Planning Manager and Kirsten Peterson, Senior Project Manager, SCJ Alliance

Planning Manager Jonathan Kesler provided a brief introduction to the Middle Housing update, followed by SCJ Alliance consultant Kirsten Peterson, who shared an update on

the community survey. SCJ Alliance will present the Council with a complete set of responses to the open-ended survey questions, along with a summary of key findings.

Peterson also noted that SCJ Alliance is assisting the city in navigating the adoption process for the middle housing ordinance, ensuring compliance with state regulations. The survey results are expected to help identify key topics closely related to the ordinance. City staff, consultants, and the city attorney continue working toward the June 30 deadline. Council asked questions, and staff responded.

ACTION: Update and discussion only; no action taken.

9.3 City Right of Way Policy Discussion

Recommendation: Discussion and direction.

Staff Contacts: Mayor Jessica Rossman, Ryan Osada, Public Works Director, Stephen R. Burns, City Manager, and Jennifer Robertson, City Attorney

City Attorney Jennifer Robertson gave an overview of the City Right of Way Policy discussion. The presentation included a plan to create a vision and a process that staff estimates to take approximately 18 to 24 months to do all of the work. Council was asked to provide input on both the process and the key issues. Council discussed, asked questions, and staff responded.

ACTION: By consensus, Council directed staff to move forward with the "What is" phase. Additionally, Council directed staff to pause the Evergreen Point Road sidewalk project, pending this work.

9.4 NE 12th Street Landscape Options

Recommendation: Discussion and direction.

Staff Contact: Ryan Osada, Public Works Director

Director of Public Works Ryan Osada presented four options for landscaping NE 12th Street, including costs for plantings, irrigation, and maintenance. Council discussed the options, asked questions and staff responded.

ACTION: Councilmember Nunn moved that the city provide plantings and a water connection. The motion was seconded by Councilmember Johnston.

ACTION: Councilmember Nunn withdrew the motion.

ACTION: Councilmember Nunn moved that the city present Option 2 to the homeowners on NE 12th Street. Under this option, the city would install the plantings in time for the spring growing season and assist homeowners in connecting to their water system. Homeowners would agree to water the plants according to a recommended schedule. The motion was seconded by Councilmember Johnston.

ACTION: Councilmember Nunn introduced a substitute motion for the city to provide plantings to the homeowners on NE 12th Street. The motion was seconded by Councilmember Johnston.

ACTION: Councilmember Brazen moved to amend the motion, directing staff to meet with homeowners to discuss plant selection and maintenance responsibilities and bring the

matter back to the Council for final approval. The motion was seconded by Councilmember Johnston.

ACTION: Council approved the overall motion by a vote of 7-0.

Council took brief 10-minute break.

ACTION: Councilmember Johnston moved to defer items 9.5 and 9.6 to the March meeting. The motion was seconded by Councilmember Gokul and approved by a 7-0 vote.

9.5 Viewpoint Park Parking Stalls

Recommendation: Discussion and direction.

Staff Contacts: Jeff Sass, Police Chief and Stephen R. Burns, City Manager

9.6 Medina Park Memorial Donation

Recommendation: Discussion and direction.

Staff Contacts: Ryan Osada, Director of Public Works and Stephen R. Burns, City Manager

10. REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE

- a) Requests for future agenda items.
- b) Council round table.

None.

11. PUBLIC COMMENT

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

Mark Nelson noted that Mercer Island referred to its Middle Housing Code as the "Interim Middle Housing Code" and suggested that Medina could adopt a similar approach. This would give the city time to evaluate what is working, identify any gaps, and make necessary adjustments before finalizing the code. Nelson also commented on the mailboxes along Evergreen Point Road, observing that they appear to be placed randomly. He expressed a desire for more consistency in their design.

With no other speakers, public comments was closed.

12. EXECUTIVE SESSIONS

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.~~

The Council entered Executive Session at 8:55 p.m. for an estimated 15 minutes and will adjourn directly afterward.

RCW 42.30.110(1)(b)

To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

ACTION: No action was taken following the Executive Session.

13. ADJOURNMENT

Council adjourned at 9:03 p.m.

DRAFT



MEDINA, WASHINGTON

AGENDA BILL

March 10, 2025

Subject: Collective Bargaining Agreement – City of Medina and Teamsters

Category: Consent

Staff Contacts: Stephen R. Burns, City Manager and Finance/HR Director Ryan Wagner

Summary

The City of Medina has come to a tentative agreement with the Public, Professional, and Office – Clerical and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters.

Medina has two bargaining units with Teamsters – one consisting of the City clerical staff and one consisting of City public works employees.

Attached are the two contracts – one clean version and one redlined to identify the changes from the previous agreement.

“Collective Bargaining Agreement – City of Medina and Teamsters” meets and supports Council’s priorities 1 and 3.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character and Community Building

Attachment

- City of Medina Public Works 2025-2027 Collective Bargaining Agreement - redlined
- City of Medina Office/Clerical Collective Bargaining Agreement redlined
- City of Medina Public Works 2025-2027 Collective Bargaining Agreement - clean version
- City of Medina Office/Clerical 2025-2027 Collective Bargaining Agreement - clean version
- Financial Impacts Analysis Breakdown – 2025 Operating Budget

Budget/Fiscal Impact: For 2025 General Fund an additional \$25,000.

Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: “I move to approve the two collective bargaining agreements between the City of Medina and Teamsters Local Union No. 763, covering the Public Works and Office/Clerical employees.”

AGREEMENT
 by and between
 CITY OF MEDINA, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Public Works Employees)
 January 01, 2025 through December 31, 2027

THIS AGREEMENT is by and between the CITY OF MEDINA, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

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January 1, 2025 through December 31, 2027

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ARTICLE I **RECOGNITION**

- 1.1 Recognition - The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, which shall include all full-time, and regular part-time, maintenance employees; excluding supervisors, confidential employees and all other employees of the Employer. "Supervisors" excluded by this agreement shall not include the Maintenance Supervisor who shall be included in the bargaining unit. All maintenance employees who would qualify as employees under the presumptions provided by WAC 391-35-350 as the same exist or is hereafter amended shall be included in the unit, provided that nothing herein shall be interpreted to include employees engaged in activities other than maintenance to be members of the bargaining unit. By way of illustration and not limitation, lifeguards are not maintenance employees included within this bargaining unit.
- 1.2 Regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall receive pro-rated benefits under this contract calculated upon the relationship of the hours regularly scheduled to work per week to forty (40) hours.

ARTICLE II **NON-DISCRIMINATION**

- 2.1 No employee shall be discriminated against for upholding lawful Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or marital status, or the presence of any physical, mental or sensory disability, or age, except as such may be a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities, except as such may be a bona fide occupational qualification. Disputes regarding this Article may be handled through either the grievance procedure and/or the applicable regulatory agency.
- 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement. Such rights, powers, authority and functions shall include but in no way shall be limited to the determination of the size and composition of the work force; the selection, retention, discipline, layoff or discharge of employees; the direction and assignment of the work force; the allocation of work assignments among all employees; the establishment of work rules; the determination and location of any job sites; the determination of the equipment to be utilized and the methods to be used in the discharge of work functions; and the right to contract and subcontract any and all work as the need may arise, as long as said subcontracting does not result in the layoff of bargaining unit employees.

ARTICLE IV UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 4.1 Employees covered by the Agreement have the right to become and remain members in good standing in the Union during the term of this Agreement in accordance with State Law.
- 4.2 Payroll Deduction – The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the dues and initiation fees, and delinquent dues and delinquent initiation fees, of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof. No deduction shall be made that is prohibited by applicable law.

ARTICLE V UNION BUSINESS

- 5.1 Union Officials Time-Off - The Union shall have the right to select one (1) employee as a Unit Steward. The investigation of grievances and other Union business performed by the Steward shall normally be conducted only during non-working time. Where it is necessary to conduct any Union business during working time, specific approval must be obtained from the supervisor.
- 5.2 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board on its premises in an area, which is frequented by all employees within the bargaining unit.
- 5.3 Union Notification – The Employer agrees to furnish the Union a seniority roster showing the names of all employees in the bargaining unit, their classification, and date of hire. This list shall be revised each six (6) months thereafter.

ARTICLE VI HOURS OF WORK

- 6.1 Work Schedule – The standard work week shall consist of five (5) consecutive days of eight (8) consecutive hours for all full time employees, excluding meal period. The standard work week shall be scheduled Monday through Friday.
- 6.1.1 Alternate workweeks shall consist of four (4) days of ten (10) consecutive hours or a 9/80 schedule over a two week period for all full time employees, excluding meal period. The FLSA work period for a 9/80 schedule begins at the midpoint of the 8-hour shift. The FLSA work period for all other shifts begins at 12:01 am on Sunday and ends at midnight on Saturday.

- 6.1.2 By mutual agreement between the Employer and the employee, an employee may have alternate workweeks, flexible starting time, ending time, meal periods and working hours.
- 6.2 Rest Periods – Employees shall receive a rest period of fifteen (15) minutes, on the employer’s time, for each four (4) hour work period. Rest period shall be scheduled as near as possible to the midpoint of each four (4) hour work period, and shall be taken at or near the job site. No employee shall be required to work more than three (3) hours without a rest period.
- 6.3 Meal Periods – Employees shall receive a meal period of thirty (30) minutes for each workday that is at least five (5) hours in duration. The meal period shall be on the employee’s own time and shall, when practical, commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 6.4 Light Duty – Employees may be assigned alternate or light duties, including special projects and/or duties typically performed by other City personnel, when injured and unable to perform all the physical functions of their job position, and when released by the employee’s attending physician for such duties; provided, however, that such light-duty assignment does not displace other employees.
- 6.5 Schedule Change – Employer will attempt to provide a minimum of two (2) weeks notice for changes to work schedules. Emergency or unanticipated schedule changes are understood to be exempt from this language. After the reason for the schedule change is completed, the employee may request to return to their preferred schedule.

ARTICLE VII OVERTIME

- 7.1 If an employee is required to work (includes compensatory time, sick leave and vacation) in excess of their regular daily schedule or forty (40) hours per work week, the employee shall be compensated for such work at one and one-half (1-1/2) times the regular straight-time hourly rate of pay.
- 7.1.1 If the Employer extends the shift of an employee, the employee shall be compensated at one and one-half (1-1/2) times their regular straight-time rate of pay with a minimum guarantee of one and one-half hours of pay.
- 7.2 Overtime shall be paid to the nearest quarter hour.
- 7.3 Compensation for overtime shall be in the form of additional compensatory time off or extra pay at the employee’s option. No employee shall accumulate more than one-hundred (100) hours of compensatory time in one (1) year or carry over more than eighty (80) hours compensatory time into a succeeding year. Any hours over the cap on the final payroll of each year shall be cashed out and paid to the employee on the final paycheck of that year.
- 7.4 All overtime must be authorized in advance by the employee’s supervisor or within twenty-four (24) hours after its occurrence under circumstances where the supervisor is not available for prior authorization.
- 7.5 Overtime shall be offered to employees on a rotating basis.

ARTICLE VIII CALLBACK AND ON-CALL DUTY

- 8.1 Callback – Maintenance employees called back to work after having completed the scheduled shift and having left the premises shall receive callback pay of a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time rate

of pay commencing from the time the employee initiates their return to work and ends once the employee returns home. Callback shall not apply in cases of scheduled overtime.

8.1.1 The employee shall take the most direct route to work and home while on callback.

8.2 On-Call Duty – An employee who is required to be available and subject to call shall receive an On-Call Duty Allowance of ten dollars (\$10.00) per hour for each hour the employee is required to be available and subject to call. The employee shall be provided with a communications device in order to respond to callout without undue restrictions on activities. The duty allowance shall be calculated into the “regular rate” for overtime payment purposes. When On-Call Duty is utilized, there shall be a minimum of two employees assigned to On-Call Duty.

8.3 Employees who answer telephonic calls while off the clock shall receive pay at one and one-half (1-1/2) times the employee’s regular straight-time rate of pay rounded for all time spent to the nearest quarter (1/4) hour.

ARTICLE IX WAGES

9.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.

9.2 Deferred Compensation – Employees are eligible to receive contributions from the City toward the ICMA Deferred Compensation Plan or other mutually agreed upon deferred compensation plan. The City’s contributions are a one-to-one match, up to two-hundred fifty dollars (\$250.00) maximum per month for a regular full-time employee.

9.3 The City may change from the current payday schedule to a lag payday schedule with fixed semi-monthly paydays (i.e., switch from monthly to semi-monthly paydays). The Employer agrees to provide employees with 30 days notice prior to the exact date of the change.

ARTICLE X HOLIDAYS

10.1 Employees shall receive the following holidays off with pay. Employees shall receive compensation based on their regular scheduled workday at the regular straight-time hourly rate of pay:

New Year's Day	1 st of January
Martin Luther King Jr.'s Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday of September
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	25 th of December
Two (2) "Floating Holidays" designated by the employee	

10.1.1 One (1) additional “Floating Holiday” shall be provided to bargaining unit members starting on January 1 of their tenth (10th) anniversary year with the City and each January thereafter.

- 10.2 Regular part-time employees shall receive pro rata holidays based upon the relationship of the hours worked per week to forty (40) hours. Full-time employees who work a four (4) day, ten (10) hour schedule may choose, with supervisory approval, to revert to a standard work week during a week in which a holiday occurs, or choose to supplement their eight (8) hours of holiday pay with two (2) hours of vacation pay, if the employee has accrued vacation to use.
- 10.3 Employees required to work on a holiday shall be paid two and one-half (2-1/2) times the employee's regular straight-time rate of pay, for a minimum of three (3) hours.
- 10.4 If a holiday pursuant to this Section falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday, pursuant to this Section falls on a Sunday, the holiday will be observed on the following Monday. If an employee is scheduled for a four day, ten hour workweek the holiday will be observed on the workday closest to the day observed by the Employer (i.e., if working Monday through Thursday, a Friday observed holiday will be observed on the preceding Thursday. If a Monday observed holiday occurs, it will be observed on Monday. If working Tuesday through Friday workweek, a Monday observed holiday will be observed on the following Tuesday. A Friday observed holiday will be observed on Friday).

ARTICLE XI VACATIONS

- 11.1 Eligibility - Regular employees shall accrue vacation time off with pay as set forth in Section 11.2, based upon the employee's continuous length of service accumulated as of the most recent anniversary date of his employment. An employee shall not be eligible to take vacation time off until he shall have worked for the Employer for a minimum six (6) calendar months from his most recent anniversary date of employment.
- 11.2 Accrual - Vacation time-off shall accrue monthly on the following basis:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>ANNUALIZED LEAVE</u>
First year	96 hours
Second through fourth years	112 hours
Fifth through seventh years	128 hours
Eighth and ninth years	144 hours
Tenth through fourteenth years	160 hours
Fifteenth through nineteenth years	176 hours
Twentieth and subsequent years	200 hours

- 11.3 Payment upon Termination - Upon termination of employment, employees shall receive all vacation time earned and not yet taken. No vacation credit shall be given unless the employee has worked for the Employer for at least six (6) months and, in the case of voluntary separation, the employee has given the Employer at least two (2) weeks written notice of separation.
- 11.4 Death Benefit - Upon the death of an employee, the accrued vacation pay, compensatory time and sick leave pay (as applicable) of the deceased employee shall be paid to his designated beneficiary pursuant to Section 13.3 at the then current hourly rate. However, payment of accrued but unused sick leave to an employee's designated beneficiary upon death of an employee will occur only when the death occurs while the employee is at work.
- 11.5 Carryover - Maximum vacation accrual carried forward at year end will be one and one-half (1 ½) times the employee's annual accrual. The City Manager may approve additional days to be carried into the succeeding years provided unique work-related circumstances existed, which prevented employee's use of leave. The City Manager may also approve additional days to be carried into the succeeding years for a planned extended leave.

Extended leave may only be permitted one time for each employee and may not be used to accrue additional vacation leave for retirement cash-out. Such request shall be made in writing to the City Manager prior to December 1st.

- 11.6 Part-Time Employees - Regular part-time employee's vacation accrual shall be pro rata, based upon the relationship of the hours worked per week to forty (40) hours.
- 11.7 Scheduling - Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employees and the requirements of the department. Scheduling conflicts shall be resolved on the basis of seniority.
- 11.8 Employees shall receive vacation compensation based on their regular scheduled workday.

ARTICLE XII SICK LEAVE

- 12.1 Accrual - Employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service; provided however, no employee shall carryover an accumulation greater than nine hundred sixty (960) hours from one calendar year to the next. Employees hired after the execution of this Agreement shall receive ninety six (96) hours upon initial hire to be repaid from the first year's accrual. Leave used but not earned shall be repaid to the Employer upon termination.
- 12.1.1 Regular part-time employees shall accumulate pro-rata sick leave with pay based upon the relationship of the hours worked per week to forty (40) hours.
- 12.2 Usage - Sick leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for purposes allowed by law. Utilization of sick leave for any other purpose may be cause for disciplinary action. The Employer may require that the employee furnish medical verification in accordance with WAC 296-128-660.
- 12.2.1 Sick leave may be utilized for care of immediate family as described in Article 12.4.1.
- 12.3 In the event employees are absent for reasons, which are covered by State Industrial Insurance, the Employer shall, at the employee's request, pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would have otherwise been eligible to receive in sick leave. Such payment(s) to the employee shall be made at such times as the difference is reasonably determinable. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the Employer until such time as the employee's accumulated sick leave is depleted.
- 12.4 Emergency Leave - In the event of critical illness in the employee's immediate family, the employee may be granted leave of absence with pay for a minimum three (3) working days.
- 12.4.1 The term "immediate family" shall be defined as related by blood, marriage, or legal adoption to include the employee's parent(s), spouse, registered domestic partner, child(ren), step-child(ren), brother(s), sister(s), step-parent(s), mother or father-in-law, son(s) or daughter(s) in law, grandparent(s), grandchild(ren), or other relatives who live in the employee's home, or to established relationships having attributes of familial ties.
- 12.4.2 An employee may be excused by his department head to attend funeral services of a deceased City employee without loss of pay.

- 12.4.3 A regular full-time employee may take up to thirty-two (32) hours of funeral leave for a death in the employee's immediate family. With department director approval, up to forty-eight (48) additional hours of sick leave may be utilized in these situations, for a total absence of eighty (80) hours (two regular work weeks).
- 12.5 Donation of Sick Leave – Employees may donate their accrued sick leave to another employee who, because of a personal health condition must take time off from work for medical treatment or prolonged convalescence. Employees must leave a minimum of one-hundred (100) hours in their sick leave bank at the time of donation.
- 12.6 Washington State Paid Family and Medical Leave. The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) program. Benefits and premiums are established by the State of Washington. Employees pay the designated share of premiums via payroll deduction.
- 12.6.1 Washington State Paid Family Medical Leave shall be administered in accordance with applicable state laws and statutes. For more information about Washington State Paid Family Medical Leave, employees may refer to the Employment Security Department website, City posters, and City Human Resources.
- 12.7 Court Appearance – An employee who is required to serve on a jury or as a result of official duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be authorized leave with pay. When summoned and serving for jury service the Employer may, at its discretion, request that an employee be excused or delayed from jury duty when the employee's absence would adversely affect business needs. The employee is required to report to work at the City following jury selection if not serving as a juror or on days when court is in recess. The employee must complete a Leave of Absence Request form (signed by the supervisor or his designee) and attach the Jury Summons.
- 12.8 Military Leave – Military duty shall be granted in accordance with applicable law. Employees on military duty shall suffer no loss of pay and medical benefits for the initial three (3) months.
- 12.9 Upon separation from employment an employee in good standing (i.e. one who has not been terminated for cause), with a minimum of ten (10) years of continuous service shall be reimbursed at his or her current rate of pay for fifty percent (50%) of unused accrued sick leave up to a maximum of three hundred (300) hours of pay.

ARTICLE XIII HEALTH AND WELFARE INSURANCE BENEFITS

- 13.1 The Employer shall pay ninety percent (90%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) under the Regence Blue Shield Preferred Provider Plan of Association of Washington Cities Employee Benefits Trust. The Employer shall pay one hundred percent (100%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) for coverage in accordance with the Trust under:
- Dental – Washington Dental Service Plan F, with Plan III Orthodontia
Vision – Vision Service Plan, with ten dollars (\$10.00) deductible.
- 13.2 All regular part-time employees shall receive monetary credit to be applied toward medical insurance premium on a pro-rata basis in proportion to the number of hours worked. The amount received by the employee is allocated according to family status identified above, i.e. employee, employee + spouse, etc. The employer pays one hundred percent (100%) of the dental and vision premium.

- 13.3 Life Insurance - The Employer shall maintain AWC Group Basic Life Insurance coverage for each employee in the amount of seventy-five thousand dollars (\$75,000) payable to a beneficiary designated by the employee.
- 13.4 Long Term Disability - The Employer shall continue the long-term disability program, AWC Employee Benefit Trust: Standard Insurance Long Term Disability (LTD) 60% Benefit payment level following a 90 day waiting period.
- 13.5 Employees may choose to opt out of coverage for their spouse and/or dependent(s). Employees with an eligible spouse and/or dependent(s) who elect to opt out of coverage for their spouse and/or dependent(s) will be reimbursed by the Employer with an amount equal to fifty percent (50%) of the monthly premium saved (50% of 100% of the medical premium including both the city's and the employee's contributions). An employee may opt out of personal coverage if he or she provides proof of valid health insurance from another source, maintains such coverage and the insurance plan permits. The employee may choose to apply the reimbursement to their deferred compensation plan or Flexible Spending Account. Reimbursements applied to an employee's deferred compensation plan shall not be eligible for a City matching contribution. If an employee elects to receive a cash reimbursement for the monthly premium saved, the Employer will pay an amount equal to thirty-five percent (35%) of the monthly premium saved.
- 13.5.1 The bargaining unit covered by this Agreement shall have an opportunity to exercise the option to opt out of coverage set forth above to the full extent that the health insurance policy permits. Employees in this unit will have an opportunity to opt out after employees in the Office-Clerical unit has had an opportunity to opt out with respect to the first two open positions. This opt out election shall occur during the first week of the "open enrollment" period as set by the AWC Employee Benefit Trust. Employees shall be notified in advance of the open enrollment period with sufficient notice for decision making purposes. After election by office clerical employees with regard to the first two available openings, employees in the Public Works unit shall be afforded an opportunity to elect to opt out with regard to any remaining opt out opportunities. "Opt out opportunities" means the number of employees who may opt out within the minimum coverage requirements of the AWC Employee Benefits Trust. Employees from both units shall be taken on a seniority basis after the office clerical unit has an opportunity to make election with respect to the first two opt out opportunities. In the event of conflict between members of the Public Works unit for an open position, seniority within the bargaining unit shall govern who is allowed to exercise the election to opt out.
- 13.6 Flexible Spending Account – The Employer shall provide a Flexible Spending Account ("FSA") program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. If payments to a FSA trigger the Affordable Care Act excise tax, the City may avoid triggering the tax by modifying or discontinuing the program with advance notice to the Union that includes a reasonable opportunity for bargaining.
- 13.7 Re-Opener – In the event that health insurance premium costs increase ten percent (10%) or greater year-over-year in any year of this Agreement, the City and the Union agree to meet on the call of the Employer to re-open Article 13. The parties will mutually agree on the date, time and location of the meeting(s).
- 13.8 Voluntary Employee's Beneficiary Association Trust (VEBA) for employees in this bargaining unit, similar to the VEBA established in the Clerical bargaining unit, upon written request from the Union to the Employer. If the Union desires such discussions, it must provide said notice to the Employer prior to January 31 of any given year of this Agreement.

Items of discussion for the purposes of establishing this plan shall include:

- Mandatory payroll deductions.
- Contributions of accrued but unused sick leave upon separation from employment.
- Contributions of accrued sick leave in excess of the sick leave accrual cap.
- Employee contributions.
- Employer contributions.

If a VEBA plan is established, but contributions to the plan could trigger the Affordable Care Act excise tax beginning in 2022, either party may reopen this section to bargain changes necessary to avoid triggering the tax.

ARTICLE XIV UNIFORMS, CLOTHING AND TRAINING

- 14.1 The Employer agrees to provide each maintenance employee with five (5) shirts, five (5) pairs of pants, one (1) jacket, and two (2) sweatshirts yearly. In addition, effective date of signing, the Employer will provide each public works employee a new, quality pair of work boots. These boots will be replaced as needed but not more frequently than once every year.
- 14.2 The Employer shall reimburse employees for the cost of tuition and fees for job related classes/courses not provided by the Employer; provided however,
- (1) the employee has received prior written approval from the Department Head;
 - (2) the maximum annual reimbursement shall be fifteen hundred dollars (\$1,500.00) per employee; and
 - (3) the employee has received a grade of "C" or better, or P in a "pass/fail" system.
- 14.3 The Employer shall provide to all maintenance employees adequate protective clothing, such as gloves, safety glasses, rain gear, rain boots, etc. at no cost to the employee, based on Director of Public Works approval.

ARTICLE XV PROBATIONARY PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 15.1 Probation Period - A new employee shall be subject to a six (6) month probation period commencing with the most recent date of hire. During the probation period, the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the probation period shall not be subject to the grievance procedure.
- 15.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.
- 15.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:
- Justifiable discharge, or
Voluntary quit
- 15.2.2 Seniority shall be the determining factor in layoff, recall and filling permanent job vacancies, provided the employees' ability to perform the duties required in the job are considered equal. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

- 15.3 Layoff – In case of a layoff, the employee with the shortest length of continuous service within the work group shall be laid off first. The Employer shall provide an employee with four (4) weeks advance notification prior to layoff.
- 15.3.1 An employee laid off from the Public Works Supervisor position may “bump” a maintenance worker, as long as the employee has more years of seniority than the employee being bumped.
- 15.4 Recall – In case of recall, those employees within the work group laid off last shall be recalled first. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted.
- 15.5 Job Vacancies – When a permanent job vacancy occurs, present employees shall be given first consideration for filling the vacancy, based on their length of service with the Employer and ability to perform the duties of the job.
- 15.5.1 Notice of permanent job vacancies shall be posted on the bulletin board for seven (7) days. Present employees who desire consideration for such opening shall notify the Employer in writing during the seven (7) day period the notice is posted.

ARTICLE XVI DISCHARGE AND DISCIPLINE

- 16.1 The Employer shall not discharge nor suspend a permanent employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of the complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, drunkenness on duty, and/or issues of parallel magnitude. Warning letters to be considered as valid, shall be issued within thirty (30) days after the conclusion of the investigation of the violation claimed by the Employer in such warning letter. Any investigation performed by the Employer, or their designee, will be concluded within ninety (90) calendar days. If the ninety (90) calendar day period is not met, the Employer must provide the business reason(s) for the delay to the Union along with an estimate of completion.

ARTICLE XVII GRIEVANCE PROCEDURE

- 17.1 Grievance Defined - A grievance is hereby defined as a dispute over the interpretation or application of any of the specific provisions of this Agreement. Grievances shall be processed in accordance with the procedures set forth below.
- 17.1.1 Step 1 - The grievant shall, within fifteen (15) working days from the time the complaint arose or should have been reasonably known to exist, orally present the alleged grievance to the employee’s supervisor. If the grievance is adjusted orally, the disposition shall be reduced to writing and subject to the final approval of the City Manager and the Union.
- 17.1.2 Step 2 - If no settlement is reached at Step 1, the grievance shall be reduced to writing, dated and signed by the employee(s) involved and/or the Union, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Such grievance shall be submitted to the City Manager within fifteen (15) working days of the decision reached by the supervisor. Representative(s) of the Union will be present at any meeting called to consider the grievance at this Step 2. The City Manager shall send a written answer to the Union within fifteen (15) working days of receipt.

- 17.1.3 Step 3 - If no settlement is reached at Step 2, the Union in its sole discretion may, within fifteen (15) working days of the receipt of the Step 2 answer, invoke arbitration by requesting a list of at least seven (7) arbitrators from the Public Employment Relations Commission. The arbitrator shall be chosen by the parties alternately striking such list. Only grievances which are presented to the Employer in writing during the term of this Agreement shall be subject to arbitration. The decision of the arbitrator shall be final and binding upon the parties; provided however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement.
- 17.1.4 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be borne separately by the party incurring the expense.
- 17.2 Time Limits – Any grievance not presented to the Employer within the time frames specified above shall be null and void. Time limits described herein may be extended by mutual agreement of the parties.

ARTICLE XVIII SAVINGS CLAUSE

- 18.1 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

ARTICLE XIX COMPLETE AGREEMENT

- 19.1 The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject to collective bargaining. The results of such negotiations are set forth in writing in this Agreement. The Employer and Union each voluntarily and unqualifiedly agree to waive the right to bargaining over any other subjects for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE XX PAST PRACTICES

- 20.1 Any and all verbal agreements previously entered into by the parties hereto are mutually cancelled and suspended by the Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE XXI DURATION

- 21.1 This Agreement shall be effective January 01, 2025 and shall remain in full force and effect through December 31, 2027, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker, Secretary-Treasurer

By _____
Stephen Burns, City Manager

Date _____ Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MEDINA, WASHINGTON
and
PUBLIC PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Employees)

January 01, 2025 through December 31, 2027

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MEDINA, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 01, 2025, the rates of pay which were in effect as of December 31, 2024, shall be increased by six percent (6%) across the board as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> 00-12m	<u>STEP B</u> 13-24m	<u>STEP C</u> 25-36m	<u>STEP D</u> 37m +
Maintenance Worker	6413	6685	7062	7451
Maintenance Supervisor	7803	8236	8678	9141

A.2 Effective January 01, 2026, the rates of pay which were in effect as of December 31, 2025, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2025 over the same period in 2024 with a minimum of 3.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.3 Effective January 01, 2027, the rates of pay which were in effect as of December 31, 2026 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2026 over the same period in 2025 with a minimum of 2.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.4 The rate of pay set forth within Sections A.1, A.2 and A.3 reflect a full-time, forty (40) hours per week position. The monthly rates of pay for part-time employees shall be pro-rated based on hours worked.

A.5 Longevity Pay – All employees shall receive monthly Longevity Pay in addition to their monthly rates of pay as follows:

<u>Service Time</u>	<u>Percentage of Base Monthly Wage</u>
After 4 years	2%
After 8 years	4%
After 12 years	6%
After 16 years	8%

A.6 Education Pay – All employees shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Achievement</u>	<u>Monthly Amount</u>
45 Credits	\$50
AA Degree/ 90 Credits	\$100
BA/BS Degree	\$200

Education Pay in the amounts stated above shall discontinue effective February 14, 2022, provided that any employee receiving Education Pay on February 13, 2022, shall be grandfathered at the monthly amount they are receiving then.

Effective February 14, 2022, employees who are not grandfathered as provided above shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Achievement</u>	<u>Monthly Amount</u>
BA/BS Degree	\$100

A.7 Temporary Assignment Pay - If the City manager assigns a bargaining unit member to assume the duties of a department director, the employee will receive salary at the minimum step in the current Director Salary Range. The employee's duties during such time shall include limited supervisory duties as necessary to direct the work force. If the City manager or department director assigns a bargaining unit member to perform the duties of a higher classification within the bargaining unit, the employee will receive a wage increase to the greater of either the beginning wage step of such higher classification or five percent (5%) over the employee's current wage, whichever is greater. Temporary assignment pay shall be due for periods of time greater than two (2) consecutive working days, provided that pay shall be retroactive to the first day worked in the temporary assignment. The Parties acknowledge that this shall not result in director-level work being accreted to the bargaining unit.

A.8 Seasonal/Temporary Employees - The Employer and Union agree that efficient and uninterrupted performance of City services is a primary responsibility of the Employer while providing fair and reasonable compensation and working conditions for employees. To this end, the parties establish the reasonable use of seasonal/temporary employees as follows:

A.8.1 Any seasonal/temporary employee who works more than one-sixth (1/6) the hours of a regular employee who performs similar work and who remains available for work on the same basis is included in the bargaining unit represented by the Union.

A.8.2 A seasonal/temporary employee is defined as an individual who is hired to perform job tasks involving minimal skill level for a limited and defined period of time. The parties have reached agreement on these duties as contained in the job description for this classification.

A.8.3 The Employer and the Union agree that seasonal/temporary employees shall not replace or supplant regular Union FTEs. Regular Union vacancies will be filled prior to hiring seasonal/temporary employees.

A.8.4 When a seasonal/temporary employee has worked in excess of one-sixth (1/6) the hours of a regular employee (or in excess of 346 hours) the Employer agrees to:

- a. Recognize the employee promotes to Teamsters Seasonal Maintenance Worker and is covered by the Collective Bargaining Agreement between the Employer and the Union;

- b. Recognize that the employee will receive wages as detailed in this MOU for this classification.
- c. Recognize that due to the number of working hours, other benefits/thresholds may be met outside of the Collective Bargaining Agreement and will pertain, such as PERS eligibility with the State of Washington Department of Retirement Systems, etc.
- d. Recognize that the following limited Collective Bargaining Agreement articles apply to this classification of employee:
 - a. Article 1 - Recognition
 - b. Article 2 - Non-Discrimination
 - c. Article 3 - Management Rights
 - d. Article 4 - Union Membership and Payroll Deduction
 - e. Article 5 - Union Business
 - f. Article 6 - Hours of Work (Sections 6.2 and 6.3)
 - g. Article 7 - Overtime (Sections 7.1, 7.2, and 7.4)
 - h. Article 14 - Uniforms, Clothing and Training (Section 14.3)
 - i. Article 16 - Discharge and Discipline
 - j. Article 17 - Grievance Procedure (as it pertains to pay issues only)

A.8.5 If a Teamsters Seasonal Maintenance Worker works in excess of 800 (eight hundred) hours from date of promotion, the employee become eligible for all Collective Bargaining Agreement sections and articles.

A.8.6 Once an employee exceeds the 346 (three hundred and forty six) hour threshold and becomes a Teamsters Seasonal Maintenance Worker, if they terminate employment for any reason and are then rehired in a Union position, the employee resumes Union membership at hire and is not required to re-earn the 346 hour threshold.

A.9 The parties agree to the following hourly pay rates for Teamsters Seasonal Maintenance Workers in Public Works:

A.9.1 The City can skip steps in the hourly rate of pay, if necessary, to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

UPON REACHING 346 HOURS	YEAR 2	YEAR 3	YEAR 4
\$25.00	\$25.93	\$27.23	\$28.56

A.10 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:

A.10.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of personal leave.

A.10.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and a one-time grant of eight (8) additional hours of personal leave.

A.10.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the

City Manager and the Mayor, a cash bonus of one hundred fifty dollars (\$150.00) and a one-time grant of eight (8) additional hours of personal leave.

A.10.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of two hundred dollars (\$200.00) and a one-time grant of eight (8) additional hours of personal leave.

A.10.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars (\$250.00) and a one-time grant of eight (8) additional hours of personal leave.

A.10.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque of service signed by the City Manager, the Mayor and the Council members, a cash bonus of three hundred dollars (\$300.00) and a one-time grant of eight (8) additional hours of personal leave.

A.10.7 Upon completion of thirty-five (35) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the city manager and the mayor, a cash bonus of three hundred fifty dollars (\$350.00) and a one-time grant of eight (8) hours of personal leave.

A.10.8 The afore-referenced one-time grants of personal leave shall be single occurrences to be honored in accordance with City policy. These personal leave hours shall not occur on a year to year basis, nor shall they be cumulative.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker, Secretary-Treasurer

By _____
Stephen Burns, City Manager

Date _____

Date _____

AGREEMENT
 by and between
 CITY OF MEDINA, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Office-Clerical Employees)
 January 01, 2025 through December 31, 2027

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ARTICLE I RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, which shall include all full-time and regular part-time office-clerical employees; excluding supervisors, confidential employees and all other employees of the Employer.
- 1.2 Regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall receive pro-rated benefits under the contract calculated upon the relationship of the hours regularly scheduled to work per week to forty (40) hours.

ARTICLE II NON-DISCRIMINATION

- 2.1 No employee shall be discriminated against for upholding lawful Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or marital status, or the presence of any physical, mental or sensory disability, or age, except as such may be a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities, except as such may be a bona fide occupational qualification. Disputes regarding this Article may be handled through either the grievance procedure or the applicable regulatory agency. The choice of one remedy shall preclude the utilization of the other.
- 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement. Such rights, powers, authority and functions shall include but in no way shall be limited to the determination of the size and composition of the work force; the selection, retention, discipline, layoff or discharge of employees; the direction and assignment of the work force; the allocation of work assignments among all employees; the establishment of work rules; the determination and location of any job sites; the determination of the equipment to be utilized and the methods to be used in the discharge of work functions; and the right to contract and subcontract any and all work as the need may arise, as long as said subcontracting does not result in the layoff of bargaining unit employees.

ARTICLE IV UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 4.1 Employees covered by the Agreement have the right to become and remain members in good standing in the Union during the term of this Agreement.
- 4.2 Payroll Deduction – The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the dues and initiation fees, and delinquent dues and delinquent initiation fees, of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof. No deduction shall be made that is prohibited by applicable law.

ARTICLE V UNION BUSINESS

- 5.1 Union Officials Time-Off - The Union shall have the right to select one (1) employee as a Unit Steward. The investigation of grievances and other Union business performed by the Steward shall normally be conducted only during non-working time. Where it is necessary to conduct any Union business during working time, specific approval must be obtained from the supervisor.
- 5.2 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board on its premises in an area, which is frequented by all employees within the bargaining unit.
- 5.3 Union Notification – The Employer agrees to furnish the Union a seniority roster showing the names of all employees in the bargaining unit, their classification, and date of hire. This list shall be revised each six (6) months thereafter.

ARTICLE VI HOURS OF WORK

- 6.1 Work Schedule – The standard workweek shall consist of five (5) consecutive days of eight (8) consecutive hours for all full time employees, excluding meal period. The standard work week shall be scheduled Monday through Friday.

- 6.1.1 Alternate workweeks shall consist of four (4) days of ten (10) consecutive hours or a 9/80 schedule over a two week period for all full time employees, excluding meal period. The FLSA work period for a 9/80 schedule begins at the midpoint of the 8-hour shift. The FLSA work period for all other shifts begins at 12:01 am on Sunday and ends at midnight on Saturday.
- 6.1.2 By mutual agreement between the Employer and the employee, an employee may have alternate workweeks, flexible starting time, ending time, meal periods and working hours.
- 6.2 Rest Periods – Employees shall receive a rest period of fifteen (15) minutes for each four (4) hour work period. Rest period shall be scheduled as near as possible to the midpoint of each four (4) hour work period (unless otherwise appropriate based on operational needs), and shall be taken at or near the job site. No employee shall be required to work more than three (3) hours without a rest period.
- 6.3 Meal Periods – Employees shall receive a meal period of thirty (30) minutes for each workday that is at least five (5) hours in duration. The meal period shall be on the employee’s own time and, when practical, shall commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 6.4 The Employer will attempt to provide a minimum of two (2) weeks notice for changes to work schedules. Emergency or unanticipated schedule changes are understood to be exempt from this language. After the reason for the schedule change is completed, the employee may request to return to their preferred schedule.

ARTICLE VII OVERTIME

- 7.1 If an employee is required to work (includes compensatory time, sick leave, holidays, and vacation) in excess of their regular daily schedule or forty (40) hours per week, the employee shall be compensated for such work at one and one-half (1-1/2) times the regular straight-time hourly rate of pay.
- 7.1.1 If the Employer extends the shift of an employee, the employee shall be compensated at one and one-half (1-1/2) times their regular straight-time rate of pay with a minimum guarantee of one and one-half hours of pay.
- 7.2 Overtime shall be paid to the nearest quarter hour.
- 7.3 Compensation for overtime shall be in the form of additional compensatory time off or extra pay at the employee's option. No employee shall accumulate more than one-hundred (100) hours of compensatory time in one (1) year or carry over more than eighty (80) hours compensatory time into a succeeding year. Any hours over the cap on the final payroll of each year shall be cashed out and paid to the employee on the final paycheck of that year.
- 7.4 All overtime must be authorized in advance by the employee’s supervisor or within twenty-four (24) hours after its occurrence under circumstances where the supervisor is not available for prior authorization.

7.5 Every effort shall be made to offer scheduled overtime to employees on a rotating basis.

ARTICLE VIII CALLBACK

8.1 Employees called back to work after having completed their normal shift and having left the premises shall receive callback pay of a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Callback shall not apply in cases of scheduled overtime.

8.2 Employees shall not be required to answer non-emergency calls or remain on Stand-by while on scheduled days off.

8.3 Employees who answer telephonic calls while off the clock shall receive pay at one and one-half (1-1/2) times the employee's regular straight-time rate of pay rounded for all time spent to the nearest quarter (1/4) hour.

ARTICLE IX WAGES

9.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which is incorporated herein by this reference.

9.2 Deferred Compensation – Employees are eligible to receive contributions from the City toward the ICMA Deferred Compensation Plan. The City's contributions are a one-to-one match, up to two-hundred fifty dollars (\$250.00) maximum per month for a regular full-time employee. Regular part-time employees who work an average of more than 19 hours per week shall receive pro-rata contributions based on the relationship of hours worked per week to forty (40) hours.

9.3 The City may change from the current payday schedule to a lag payday schedule with fixed semi-monthly paydays (i.e. switch from monthly to semi-monthly paydays). The Employer agrees to provide employees with thirty (30) days notice prior to the exact date of the change.

ARTICLE X HOLIDAYS

10.1 Employees shall receive the following holidays off with pay. Employees shall receive compensation based on their regular scheduled workday at the regular straight-time rate of pay:

New Year's Day	1 st of January
Martin Luther King Jr.'s Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday of September
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	25 th of December
Two (2) "Floating Holidays" designated by the employee.	

- 10.1.1 One (1) additional “Floating Holiday” shall be provided to bargaining unit members starting on January 1 of their tenth (10th) anniversary year with the City and each January thereafter.
- 10.2 Regular part-time employees shall receive pro rata holidays based upon the relationship of the hours worked per week to forty (40) hours. Full-time employees who work a four (4) day, ten (10) hour schedule may choose, with supervisory approval, to revert to a standard work week during a week in which a holiday occurs, or choose to supplement their eight (8) hours of holiday pay with two (2) hours of vacation pay, if the employee has accrued vacation to use.
- 10.3 Employees required to work on a holiday shall be paid two and one-half (2-1/2) times the employee’s regular straight-time rate of pay, for a minimum of three (3) hours.
- 10.4 If a holiday pursuant to this Section falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday, pursuant to this Section falls on a Sunday, the holiday will be observed on the following Monday. If an employee is scheduled for a four day, ten hour workweek the holiday will be observed on the workday closest to the day observed by the Employer (i.e., if working Monday through Thursday, a Friday observed holiday will be observed on the preceding Thursday. If a Monday observed holiday occurs, it will be observed on Monday. If working Tuesday through Friday workweek, a Monday observed holiday will be observed on the following Tuesday. A Friday observed holiday will be observed on Friday).

ARTICLE XI VACATIONS

11.1 Eligibility - Regular employees shall accrue vacation time off with pay as set forth in Section 11.2, based upon the employee's continuous length of service accumulated as of the most recent anniversary date of his employment. An employee shall not be eligible to take vacation time off until he shall have worked for the Employer for a minimum of six (6) calendar months from his most recent anniversary date of employment.

11.2 Accrual - Vacation time-off shall accrue monthly on the following basis:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>ANNUAL LEAVE</u>
First year	96 hours
Second through fourth years	112 hours
Fifth through seventh years	128 hours
Eighth and ninth years	144 hours
Tenth through fourteenth years	160 hours
Fifteenth through nineteenth years	176 hours
Twentieth year and subsequent years	200 hours

11.3 Payment upon Termination - Upon termination of employment, employees shall receive all vacation time earned. No vacation credit shall be given unless the employee has worked for the Employer for at least six (6) months and, in the case of voluntary separation, the employee has given the Employer at least two (2) weeks written notice of separation.

- 11.4 Death Benefit - Upon the death of an employee, the accrued vacation pay and compensatory time (as applicable) of the deceased employee shall be paid to the employee's designated beneficiary pursuant to Section 13.3.
- 11.5 Carryover – The maximum vacation accrual that will be carried forward at year end will be one and one-half times the employee's annual accrual.
- 11.6 Part-Time Employees - Regular part-time employees vacation accrual shall be pro rata, based upon the relationship of the hours worked per week to forty (40) hours.
- 11.7 Scheduling - Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employees and the requirements of the department. Scheduling conflicts shall be resolved on the basis of seniority.
- 11.8 Employees shall receive vacation compensation based on their regularly scheduled work day.

ARTICLE XII SICK LEAVE

- 12.1 Accrual - Employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service; provided however, no employee shall carryover an accumulation greater than seven hundred twenty (720) hours from one calendar year to the next. Employees hired after the execution of this Agreement shall receive twelve (12) days upon initial hire to be repaid from the first year's accrual. Leave used but not earned shall be repaid to the Employer upon termination.
- 12.1.1 Regular part-time employees shall accumulate pro-rata sick leave with pay based upon the relationship of the hours worked per week to forty (40) hours.
- 12.2 Usage - Sick leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for purposes allowed by law. Utilization of sick leave for any other purpose may be cause for disciplinary action. The Employer may require that the employee furnish medical verification in accordance with WAC 296-128-660.
- 12.2.1 Sick leave may be utilized for care of (a) A child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
- 12.3 In the event employees are absent for reasons, which are covered by State Industrial Insurance, the Employer shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would have otherwise been eligible to receive in sick leave. Such payment(s) to the employee shall be made at such times as the difference is reasonably determinable. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the Employer until such time as the employee's accumulated sick leave is depleted.

- 12.3.1 Donation of Sick Leave – Employees may participate in the City’s shared leave program in accordance with City Policy 7.20. The City will bargain changes to mandatory subjects in the policy as required by law.
- 12.4 Emergency Leave - In the event of death or critical illness in the employee's immediate family, the employee may be granted leave of absence with pay not to exceed three (3) working days.
- 12.4.1 The term "immediate family" shall be defined as related by blood, marriage, or legal adoption to include the employee’s parent(s), spouse, registered domestic partner, child(ren), step-child(ren), brother(s), sister(s), step-parent(s), mother or father-in-law, son(s) or daughter(s) in-law, grandparent(s), grandchild(ren), or other relatives who live in the employee’s home.
- 12.4.2 An employee may be excused by his department head to attend funeral services of a deceased City employee without loss of pay.
- 12.4.3 Bereavement Leave – Any regular full-time employee who suffers a death in the immediate family shall receive up to thirty-two (32) hours bereavement leave with pay. If additional time is needed, the City Manager may authorize use of accrued sick leave, vacation leave or compensatory time.
- 12.5 Washington State Paid Family and Medical Leave. The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) program. Benefits and premiums are established by the State of Washington. Employees pay the designated employee share of premiums via payroll deduction.
- 12.5.1 Washington State Paid Family Medical Leave shall be administered in accordance with applicable state laws and statutes. For more information about Washington State Paid Family Medical Leave, employees may refer to the Employment Security Department website, City posters, and City Human Resources.
- 12.6 Court Appearance – An employee who is required to serve on a jury or as a result of official duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be authorized leave with pay. When summoned and serving for jury service the Employer may, at its discretion, request that an employee be excused or delayed from jury duty when the employee’s absence would adversely affect business needs. The employee is required to report to work at the City following jury selection if not serving as a juror or on days when court is in recess. The employee must complete a Leave of Absence Request form (signed by the supervisor or his designee) and attach the Jury Summons.
- 12.7 Upon separation from employment, an employee in good standing (i.e. one who has not been terminated for cause), with a minimum of ten (10) years of continuous service shall be reimbursed at his or her current rate of pay for twenty-five percent (25%) of unused accrued sick leave up to a maximum of one hundred eighty (180) hours of pay.

Effective February 14, 2022, upon separation from employment an employee in good standing (i.e. one who has not been terminated for cause), with a minimum of ten (10) years of continuous service shall be reimbursed at his or her current rate of pay for fifty percent (50%) of unused accrued sick leave up to a maximum of three hundred (300) hours of pay.

ARTICLE XIII HEALTH AND WELFARE INSURANCE BENEFITS

- 13.1 The Employer shall pay ninety percent (90%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) under the Regence Blue Shield Preferred Provider Plan of Association of Washington Cities Employee Benefits Trust. The Employer shall pay one hundred percent (100%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) for coverage in accordance with the Trust under:

Dental – Washington Dental Service Plan F, with Plan III Orthodontia
Vision – Vision Service Plan, with ten dollars (\$10.00) deductible.

- 13.2 All regular part-time employees shall receive monetary credit to be applied toward medical insurance premium on a pro-rata basis in proportion to the number of hours worked. The amount received by the employee is allocated according to family status identified above, i.e. employee, employee + spouse, etc. The Employer pays one hundred percent (100%) of the dental and vision premium.

- 13.3 Life Insurance - The Employer shall maintain the AWC Group Basic Life Insurance coverage for each employee in the amount of seventy-five thousand dollars (\$75,000) payable to a beneficiary designated by the employee.

- 13.4 Long Term Disability - The Employer shall continue the following long-term disability program, under the Association of Washington Cities Employee Benefit Trust:

60% Benefit payment level following a 90-day waiting period.

- 13.5 Employees may choose to opt out of coverage for their spouse and/or dependent(s). Employees with an eligible spouse and/or dependent(s) who elect to opt out of coverage for their spouse and/or dependent(s) will be reimbursed by the Employer with an amount equal to fifty percent (50%) of the monthly premium saved (50% of 100% of the medical premium including both the City's and the employee's contributions). An employee may opt out of personal coverage if he or she provides proof of valid health insurance from another source, maintains such coverage and the insurance plan permits. The employee may choose to apply the reimbursement to their deferred compensation plan or Flexible Spending Account. Reimbursements applied to an employee's deferred compensation plan shall not be eligible for a City matching contribution. If an employee elects to receive a cash reimbursement for the monthly premium saved, the Employer will pay an amount equal to thirty-five percent (35%) of the monthly premium saved.

- 13.5.1 The bargaining unit covered by this Agreement shall have first opportunity to exercise the option to opt out of personal coverage. This opt out option shall occur

during the first week of the “open enrollment” period as set by the AWC Employee Benefit Trust. Employees shall be notified in advance of the open enrollment period with sufficient notice for decision making purposes. At least two (2) employees in this bargaining unit shall be allowed to exercise the opt out provision for personal coverage during the first week of open enrollment. After the first week, this opt out provision will be expanded to additional employees in the bargaining unit should additional opportunities remain after other eligible employees have the opportunity to exercise the option. Seniority within the bargaining unit shall govern who is allowed to exercise the option should more than two (2) employees desire to opt out. “Opt out opportunities” means the number of employees who may opt out within the minimum coverage requirements of the AWC Employee Benefits Trust. Employees from both units (Office-Clerical and Public Works) shall be taken on a seniority basis after the Office-Clerical unit has had an opportunity to make election with respect to the first two opt out opportunities.

- 13.6 Flexible Spending Account – The Employer shall provide a Flexible Spending Account (“FSA”) program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. If payments to a FSA trigger the Affordable Care Act excise tax, the City may avoid triggering the tax by modifying or discontinuing the program with advance notice to the Union that includes a reasonable opportunity for bargaining.
- 13.7 Re-Opener – In the event that health insurance premium costs increase ten percent (10%) or greater year-over-year in any year of this Agreement, the City and the Union agree to meet on the call of the Employer to re-open Article 13. The parties will mutually agree on the date, time and location of the meeting(s).
- 13.8 The Employer agrees to provide a mandatory payroll deduction as contribution to the Plan on behalf of all employees in the collective bargaining group (“Group”) defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

The Group is defined as those employees belonging to the Office-Clerical bargaining unit of Teamsters Local 763. Contributions on behalf of each eligible employee shall be based on the following selected funding sources and formula.

Upon separation from employment, employees in the Group eligible for sick leave cash out under the terms of the collective bargaining agreement shall have such cash out amount contributed on their behalf to the HRA VEBA Medical Reimbursement Program.

Each employee in the Group shall additionally fund the Plan via payroll deduction on a monthly basis equal to a set dollar amount. Contribution levels will be determined by the Group and shall be in force for each subsequent calendar year until such time as one or more members of the bargaining unit request to vote a change in contribution level for the following calendar year. The amount shall be determined by a majority vote of the members in the Group. Tie votes will be resolved by a flip of a coin.

If contributions to the Plan could trigger the Affordable Care Act excise tax beginning in 2022, either party may reopen this section to bargain changes necessary to avoid triggering the tax.

ARTICLE XIV TUITION REIMBURSEMENT, TRAINING AND CONFERENCES

14.1 Training/Education Assistance – The City of Medina recognizes the fact that obtaining sufficient job training improves an employee’s ability to perform his or her job. It is the City’s intent to encourage employees to obtain additional training and education, which will facilitate their advancement in City employment and will be consistent with the best interests of the City. There are three (3) types of employee training that will be sponsored by the City of Medina. They are:

1. Mandatory safety procedures and other job skills – This category may include courses in first aid and defensive driving as well as instruction on the use of the City’s telephone and mail systems and photocopiers.
2. Employee development – Training of this sort may include specialized accounting and computer skills, effective communication skills, supervisory skills, and other courses that enhance an employee’s ability to perform his or her job. It may also include professional/management development courses such as those comprising the Cascade Management program.
3. Post high school or vocational courses leading to a degree that is relevant to the employee’s position or promotional opportunities within the City.

14.2 Education Assistance – Consideration of requests by an employee for education assistance (the type of training described in category three (3) above) is dependent upon budgetary constraints and the relevance of the course and/or the degree being pursued to the employee’s current position or in the direct line of promotion. Only courses taken through an accredited college, university or vocational training which are relevant to the employee’s current position or in the direct line of promotion will be considered for reimbursement. Eligible courses should also provide technical knowledge or skill that will improve the employee’s ability to perform the job.

14.2.1 Regular full-time employees who have completed six (6) months of employment are eligible to apply for education assistance to pay for a maximum of two (2) courses per quarter to improve their current and future job-related skills, knowledge and abilities. In order to obtain the reimbursement authorized, the employee must successfully complete the course attaining a “C” grade or better (2.0 or above on a 4.0 scale) or a “Pass” in a Pass/Fail course. It is anticipated that course work will be undertaken during non-work hours. Flexible working hours may be allowed by the department director to accommodate the employee’s class schedule.

14.2.2 The reimbursement rate will not exceed the lesser of either eighty percent (80%) of the actual tuition cost for the course, or eighty percent (80%) of the Washington public university in-state tuition rate for an equivalently credited course (based on

UW per credit rates for quarter courses and WSU per credit rates for semester courses) and based on undergraduate or graduate credit rates as appropriate. The maximum reimbursement amount will be \$1500.00 per calendar year per employee. If standard reimbursement rates are used instead of actual, the rates will be those in effect when the course is considered for reimbursement by the Department Director. In determining the reimbursement amount, the Department Director may consider factors including funding availability and total requests, allocation among departments, prior reimbursement to the employee, the relevance of the specific course to the position currently held, etc. Reimbursement requests must be submitted within three (3) months of completion of the course. Reimbursement will not be allowed for books, lab fees, travel expenses, material or other costs. Employees accepting education assistance agree to repay to the City the amount of assistance received if they do not remain in the City's employ for one year following completion of the course for which reimbursement is received.

ARTICLE XV PROBATIONARY PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 15.1 Probation Period - A new employee shall be subject to a six (6) month probation period commencing with the most recent date of hire. During the probation period, the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the probation period shall not be subject to the grievance procedure.
- 15.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.
- 15.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:
- Justifiable discharge
Voluntary quit, or
Layoff of twelve (12) months or longer.
- 15.2.2 In layoff, recall or permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.
- 15.3 Layoff – In case of a layoff, the employee with the shortest length of continuous service within the affected classification shall be laid off first (last in, first out), subject to Section 15.2.2. The Employer shall provide an employee with four (4) weeks advance notification prior to layoff.
- 15.4 Recall – In case of recall, those employees within the work group laid off last shall be recalled first. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted.
- 15.5 Job Vacancies – When a permanent job vacancy occurs, present employees shall be given first consideration for filling the vacancy, based on their length of service with the Employer and ability to perform the duties of the job.

- 15.5.1 Notice of permanent job vacancies shall be posted on the bulletin board for seven (7) days. Present employees who desire consideration for such opening shall notify the Employer in writing during the seven (7) day period the notice is posted.

ARTICLE XVI DISCHARGE AND DISCIPLINE

- 16.1 The Employer shall not discharge nor suspend a permanent employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of the complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, drunkenness on duty, and/or issues of parallel magnitude. Warning letters to be considered as valid, shall be issued within thirty (30) days after the conclusion of the investigation of the violation claimed by the Employer in such warning letter. Any investigation performed by the Employer, or their designee, will be concluded within ninety (90) calendar days. If the ninety (90) calendar day period is not met, the Employer must provide the business reason(s) for the delay to the Union along with an estimate of completion.

ARTICLE XVII GRIEVANCE PROCEDURE

- 17.1 Grievance Defined - A grievance is hereby defined as a dispute over the interpretation or application of any of the specific provisions of this Agreement. Grievances shall be processed in accordance with the procedures set forth below.
- 17.1.1 Step 1 - The grievant shall, within fifteen (15) working days from the time the complaint arose or should have been reasonably known to exist, orally present the alleged grievance to the employee's supervisor. If the grievance is adjusted orally, the disposition shall be reduced to writing and subject to the final approval of the City Manager and the Union.
- 17.1.2 Step 2 - If no settlement is reached at Step 1, the grievance shall be reduced to writing, dated and signed by the employee(s) involved and/or the Union, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Such grievance shall be submitted to the City Manager within fifteen (15) working days of the decision reached by the supervisor. Representative(s) of the Union will be present at any meeting called to consider the grievance at this Step 2. The City Manager shall send a written answer to the Union within fifteen (15) working days of receipt.
- 17.1.3 Step 3 - If no settlement is reached at Step 2, the Union in its sole discretion may, within fifteen (15) working days of the receipt of the Step 2 answer, invoke arbitration by requesting a list of at least seven (7) arbitrators from the Public Employment Relations Commission. The arbitrator shall be chosen by the parties alternately striking such list. Only grievances which are presented to the Employer in writing during the term of this Agreement shall be final and binding upon the parties; provided however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any terms or conditions of this Agreement.

- 17.1.4 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be borne separately by the party incurring the expense.
- 17.2 Time Limits – Any grievance not presented to the Employer within the time frames specified above shall be null and void. Time limits described herein may be extended by mutual agreement of the parties.
- 17.3 Election of Remedies – Employees covered by Civil Service Rules may choose to appeal a matter either to the Civil Service Commission or through the grievance process of this Agreement, but not both. Civil Service coverage is determined by RCW 41.12.050.

ARTICLE XVIII SAVINGS CLAUSE

- 18.1 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

ARTICLE XIX COMPLETE AGREEMENT

- 19.1 The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject to collective bargaining. The results of such negotiations are set forth in writing in this Agreement. The Employer and Union each voluntarily and unqualifiedly agree to waive the right to bargaining over any other subjects for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE XX PAST PRACTICES

- 20.1 Any and all agreements, written and verbal, previously entered into by the parties hereto are mutually cancelled and suspended by the Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE XXI MISCELLANEOUS

- 21.1 The Employer shall make reasonable efforts to provide work stations for employees that promote safety, health and overall well being such as; adjustable desks, keyboards and chairs.

ARTICLE XXII DURATION

- 22.1 This Agreement shall be effective January 01, 2025 and shall remain in full force and effect through December 31, 2027, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker
Secretary-Treasurer

By _____
Stephen Burns
City Manager

Date _____

Date _____

APPENDIX 'A'
to the
AGREEMENT
by and between
CITY OF MEDINA, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Office-Clerical Employees)

January 1, 2025 through December 31, 2027

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MEDINA, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2025, the rates of pay which were in effect as of December 31, 2024, shall be increased by six percent (6%) across the board as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-12m</u>	<u>STEP B</u> <u>13-24m</u>	<u>STEP C</u> <u>25-36m</u>	<u>STEP D</u> <u>37 m +</u>
Admin Assistant-Deputy City Clerk	6413	6685	7062	7451
Development Svcs Coordinator	6544	6741	7098	7472
Information Systems Coordinator	6413	6685	7062	7451
Police Administrative Specialist	6413	6685	7062	7451
Police Office Manager	7803	8236	8678	9141
Deputy Building Official	6956	7883	8811	9736

A.2 Effective January 01, 2026, the rates of pay which were in effect as of December 31, 2025, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2025 over the same period in 2024 with a minimum of 3.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.3 Effective January 01, 2027, the rates of pay which were in effect as of December 31, 2026 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2026 over the same period in 2025 with a minimum of 2.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.4 The rate of pay set forth within Sections A.1, A.2 and A.3 reflect a full-time, forty (40) hours per week position. The monthly rates of pay for part-time employees shall be pro-rated based on hours worked.

A.5 Longevity Pay – All employees shall receive monthly Longevity Pay in addition to their monthly rates of pay as follows:

<u>Service Time</u>	<u>Percentage of Base Monthly Wage</u>
After 4 years	2%
After 8 years	4%
After 12 years	6%
After 16 years	8%

A.6 Education Pay – All employees shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Credits</u>	<u>Monthly Amount</u>
45 Credits	\$50
AA Degree/90 Credits	\$100
BA/BS Degree	\$200

Education Pay in the amounts stated above shall discontinue effective February 14, 2022, provided that any employee receiving Education Pay on February 13, 2022, shall be grandfathered at the monthly amount they are receiving then.

Effective February 14, 2022, employees who are not grandfathered as provided above shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Achievement</u>	<u>Monthly Amount</u>
BA/BS Degree	\$100

A.7 Temporary Assignment Pay – If the City Manager assigns a bargaining unit member to assume the duties of a department director, the employee will receive salary at the minimum step in the current Director Salary Range. The employee’s duties during such time shall include limited supervisory duties as necessary to direct the work force. If the City Manager or department director assigns a bargaining unit member to perform the duties of a higher classification within the bargaining unit, the employee will receive a wage increase to the greater of either the beginning wage step of such higher classification or five percent (5%) over the employee’s current wage, whichever is greater. Temporary assignment pay shall be due for periods of time greater than two (2) consecutive working days, provided

that pay shall be retroactive to the first day worked in the temporary assignment. The Parties acknowledge that this shall not result in director-level work being accreted to the bargaining unit.

- A.8 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:
- A.8.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of personal leave.
- A.8.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred fifty dollars (\$150.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of two hundred dollars (\$200.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars (\$250.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque of service signed by the City Manager, the Mayor and the Council members, a cash bonus of three hundred dollars (\$300.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.7 Upon completion of thirty-five (35) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the city manager and the mayor, a cash bonus of three hundred fifty dollars (\$350.00) and a one-time grant of eight (8) hours of personal leave.
- A.8.8 The afore-referenced one-time grants of personal leave shall be single occurrences to be honored in accordance with City policy. These personal leave hours shall not occur on a year to year basis, nor shall they be cumulative.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker
Secretary-Treasurer

By _____
Stephen Burns
City Manager

Date _____

Date _____

AGREEMENT
 by and between
 CITY OF MEDINA, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Public Works Employees)
 January 01, 2025 through December 31, 2027

THIS AGREEMENT is by and between the CITY OF MEDINA, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

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ARTICLE I **RECOGNITION**

- 1.1 Recognition - The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, which shall include all full-time, and regular part-time, maintenance employees; excluding supervisors, confidential employees and all other employees of the Employer. "Supervisors" excluded by this agreement shall not include the Maintenance Supervisor who shall be included in the bargaining unit. All maintenance employees who would qualify as employees under the presumptions provided by WAC 391-35-350 as the same exist or is hereafter amended shall be included in the unit, provided that nothing herein shall be interpreted to include employees engaged in activities other than maintenance to be members of the bargaining unit. By way of illustration and not limitation, lifeguards are not maintenance employees included within this bargaining unit.
- 1.2 Regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall receive pro-rated benefits under this contract calculated upon the relationship of the hours regularly scheduled to work per week to forty (40) hours.

ARTICLE II **NON-DISCRIMINATION**

- 2.1 No employee shall be discriminated against for upholding lawful Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or marital status, or the presence of any physical, mental or sensory disability, or age, except as such may be a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities, except as such may be a bona fide occupational qualification. Disputes regarding this Article may be handled through either the grievance procedure and/or the applicable regulatory agency.
- 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement. Such rights, powers, authority and functions shall include but in no way shall be limited to the determination of the size and composition of the work force; the selection, retention, discipline, layoff or discharge of employees; the direction and assignment of the work force; the allocation of work assignments among all employees; the establishment of work rules; the determination and location of any job sites; the determination of the equipment to be utilized and the methods to be used in the discharge of work functions; and the right to contract and subcontract any and all work as the need may arise, as long as said subcontracting does not result in the layoff of bargaining unit employees.

ARTICLE IV UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 4.1 Employees covered by the Agreement have the right to become and remain members in good standing in the Union during the term of this Agreement in accordance with State Law.
- 4.2 Payroll Deduction – The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the dues and initiation fees, and delinquent dues and delinquent initiation fees, of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof. No deduction shall be made that is prohibited by applicable law.

ARTICLE V UNION BUSINESS

- 5.1 Union Officials Time-Off - The Union shall have the right to select one (1) employee as a Unit Steward. The investigation of grievances and other Union business performed by the Steward shall normally be conducted only during non-working time. Where it is necessary to conduct any Union business during working time, specific approval must be obtained from the supervisor.
- 5.2 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board on its premises in an area, which is frequented by all employees within the bargaining unit.
- 5.3 Union Notification – The Employer agrees to furnish the Union a seniority roster showing the names of all employees in the bargaining unit, their classification, and date of hire. This list shall be revised each six (6) months thereafter.

ARTICLE VI HOURS OF WORK

- 6.1 Work Schedule – The standard work week shall consist of five (5) consecutive days of eight (8) consecutive hours for all full time employees, excluding meal period. The standard work week shall be scheduled Monday through Friday.
- 6.1.1 Alternate workweeks shall consist of four (4) days of ten (10) consecutive hours or a 9/80 schedule over a two week period for all full time employees, excluding meal period. The FLSA work period for a 9/80 schedule begins at the midpoint of the 8-hour shift. The FLSA work period for all other shifts begins at 12:01 am on Sunday and ends at midnight on Saturday.

- 6.1.2 By mutual agreement between the Employer and the employee, an employee may have alternate workweeks, flexible starting time, ending time, meal periods and working hours.
- 6.2 Rest Periods – Employees shall receive a rest period of fifteen (15) minutes, on the employer’s time, for each four (4) hour work period. Rest period shall be scheduled as near as possible to the midpoint of each four (4) hour work period, and shall be taken at or near the job site. No employee shall be required to work more than three (3) hours without a rest period.
- 6.3 Meal Periods – Employees shall receive a meal period of thirty (30) minutes for each workday that is at least five (5) hours in duration. The meal period shall be on the employee’s own time and shall, when practical, commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 6.4 Light Duty – Employees may be assigned alternate or light duties, including special projects and/or duties typically performed by other City personnel, when injured and unable to perform all the physical functions of their job position, and when released by the employee’s attending physician for such duties; provided, however, that such light-duty assignment does not displace other employees.
- 6.5 Schedule Change – Employer will attempt to provide a minimum of two (2) weeks notice for changes to work schedules. Emergency or unanticipated schedule changes are understood to be exempt from this language. After the reason for the schedule change is completed, the employee may request to return to their preferred schedule.

ARTICLE VII OVERTIME

- 7.1 If an employee is required to work (includes compensatory time, sick leave and vacation) in excess of their regular daily schedule or forty (40) hours per work week, the employee shall be compensated for such work at one and one-half (1-1/2) times the regular straight-time hourly rate of pay.
- 7.1.1 If the Employer extends the shift of an employee, the employee shall be compensated at one and one-half (1-1/2) times their regular straight-time rate of pay with a minimum guarantee of one and one-half hours of pay.
- 7.2 Overtime shall be paid to the nearest quarter hour.
- 7.3 Compensation for overtime shall be in the form of additional compensatory time off or extra pay at the employee’s option. No employee shall accumulate more than one-hundred (100) hours of compensatory time in one (1) year or carry over more than eighty (80) hours compensatory time into a succeeding year. Any hours over the cap on the final payroll of each year shall be cashed out and paid to the employee on the final paycheck of that year.
- 7.4 All overtime must be authorized in advance by the employee’s supervisor or within twenty-four (24) hours after its occurrence under circumstances where the supervisor is not available for prior authorization.
- 7.5 Overtime shall be offered to employees on a rotating basis.

ARTICLE VIII CALLBACK AND ON-CALL DUTY

- 8.1 Callback – Maintenance employees called back to work after having completed the scheduled shift and having left the premises shall receive callback pay of a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time rate

of pay commencing from the time the employee initiates their return to work and ends once the employee returns home. Callback shall not apply in cases of scheduled overtime.

8.1.1 The employee shall take the most direct route to work and home while on callback.

8.2 On-Call Duty – An employee who is required to be available and subject to call shall receive an On-Call Duty Allowance of ten dollars (\$10.00) per hour for each hour the employee is required to be available and subject to call. The employee shall be provided with a communications device in order to respond to callout without undue restrictions on activities. The duty allowance shall be calculated into the “regular rate” for overtime payment purposes. When On-Call Duty is utilized, there shall be a minimum of two employees assigned to On-Call Duty.

8.3 Employees who answer telephonic calls while off the clock shall receive pay at one and one-half (1-1/2) times the employee’s regular straight-time rate of pay rounded for all time spent to the nearest quarter (1/4) hour.

ARTICLE IX WAGES

9.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.

9.2 Deferred Compensation – Employees are eligible to receive contributions from the City toward the ICMA Deferred Compensation Plan or other mutually agreed upon deferred compensation plan. The City’s contributions are a one-to-one match, up to two-hundred fifty dollars (\$250.00) maximum per month for a regular full-time employee.

9.3 The City may change from the current payday schedule to a lag payday schedule with fixed semi-monthly paydays (i.e., switch from monthly to semi-monthly paydays). The Employer agrees to provide employees with 30 days notice prior to the exact date of the change.

ARTICLE X HOLIDAYS

10.1 Employees shall receive the following holidays off with pay. Employees shall receive compensation based on their regular scheduled workday at the regular straight-time hourly rate of pay:

New Year's Day	1 st of January
Martin Luther King Jr.'s Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday of September
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	25 th of December
Two (2) "Floating Holidays" designated by the employee	

10.1.1 One (1) additional “Floating Holiday” shall be provided to bargaining unit members starting on January 1 of their tenth (10th) anniversary year with the City and each January thereafter.

- 10.2 Regular part-time employees shall receive pro rata holidays based upon the relationship of the hours worked per week to forty (40) hours. Full-time employees who work a four (4) day, ten (10) hour schedule may choose, with supervisory approval, to revert to a standard work week during a week in which a holiday occurs, or choose to supplement their eight (8) hours of holiday pay with two (2) hours of vacation pay, if the employee has accrued vacation to use.
- 10.3 Employees required to work on a holiday shall be paid two and one-half (2-1/2) times the employee's regular straight-time rate of pay, for a minimum of three (3) hours.
- 10.4 If a holiday pursuant to this Section falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday, pursuant to this Section falls on a Sunday, the holiday will be observed on the following Monday. If an employee is scheduled for a four day, ten hour workweek the holiday will be observed on the workday closest to the day observed by the Employer (i.e., if working Monday through Thursday, a Friday observed holiday will be observed on the preceding Thursday. If a Monday observed holiday occurs, it will be observed on Monday. If working Tuesday through Friday workweek, a Monday observed holiday will be observed on the following Tuesday. A Friday observed holiday will be observed on Friday).

ARTICLE XI VACATIONS

- 11.1 Eligibility - Regular employees shall accrue vacation time off with pay as set forth in Section 11.2, based upon the employee's continuous length of service accumulated as of the most recent anniversary date of his employment. An employee shall not be eligible to take vacation time off until he shall have worked for the Employer for a minimum six (6) calendar months from his most recent anniversary date of employment.
- 11.2 Accrual - Vacation time-off shall accrue monthly on the following basis:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>ANNUALIZED LEAVE</u>
First year	96 hours
Second through fourth years	112 hours
Fifth through seventh years	128 hours
Eighth and ninth years	144 hours
Tenth through fourteenth years	160 hours
Fifteenth through nineteenth years	176 hours
Twentieth and subsequent years	200 hours

- 11.3 Payment upon Termination - Upon termination of employment, employees shall receive all vacation time earned and not yet taken. No vacation credit shall be given unless the employee has worked for the Employer for at least six (6) months and, in the case of voluntary separation, the employee has given the Employer at least two (2) weeks written notice of separation.
- 11.4 Death Benefit - Upon the death of an employee, the accrued vacation pay, compensatory time and sick leave pay (as applicable) of the deceased employee shall be paid to his designated beneficiary pursuant to Section 13.3 at the then current hourly rate. However, payment of accrued but unused sick leave to an employee's designated beneficiary upon death of an employee will occur only when the death occurs while the employee is at work.
- 11.5 Carryover - Maximum vacation accrual carried forward at year end will be one and one-half (1 ½) times the employee's annual accrual. The City Manager may approve additional days to be carried into the succeeding years provided unique work-related circumstances existed, which prevented employee's use of leave. The City Manager may also approve additional days to be carried into the succeeding years for a planned extended leave.

Extended leave may only be permitted one time for each employee and may not be used to accrue additional vacation leave for retirement cash-out. Such request shall be made in writing to the City Manager prior to December 1st.

- 11.6 Part-Time Employees - Regular part-time employee's vacation accrual shall be pro rata, based upon the relationship of the hours worked per week to forty (40) hours.
- 11.7 Scheduling - Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employees and the requirements of the department. Scheduling conflicts shall be resolved on the basis of seniority.
- 11.8 Employees shall receive vacation compensation based on their regular scheduled workday.

ARTICLE XII SICK LEAVE

- 12.1 Accrual - Employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service; provided however, no employee shall carryover an accumulation greater than nine hundred sixty (960) hours from one calendar year to the next. Employees hired after the execution of this Agreement shall receive ninety six (96) hours upon initial hire to be repaid from the first year's accrual. Leave used but not earned shall be repaid to the Employer upon termination.
- 12.1.1 Regular part-time employees shall accumulate pro-rata sick leave with pay based upon the relationship of the hours worked per week to forty (40) hours.
- 12.2 Usage - Sick leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for purposes allowed by law. Utilization of sick leave for any other purpose may be cause for disciplinary action. The Employer may require that the employee furnish medical verification in accordance with WAC 296-128-660.
- 12.2.1 Sick leave may be utilized for care of immediate family as described in Article 12.4.1.
- 12.3 In the event employees are absent for reasons, which are covered by State Industrial Insurance, the Employer shall, at the employee's request, pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would have otherwise been eligible to receive in sick leave. Such payment(s) to the employee shall be made at such times as the difference is reasonably determinable. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the Employer until such time as the employee's accumulated sick leave is depleted.
- 12.4 Emergency Leave - In the event of critical illness in the employee's immediate family, the employee may be granted leave of absence with pay for a minimum three (3) working days.
- 12.4.1 The term "immediate family" shall be defined as related by blood, marriage, or legal adoption to include the employee's parent(s), spouse, registered domestic partner, child(ren), step-child(ren), brother(s), sister(s), step-parent(s), mother or father-in-law, son(s) or daughter(s) in law, grandparent(s), grandchild(ren), or other relatives who live in the employee's home, or to established relationships having attributes of familial ties.
- 12.4.2 An employee may be excused by his department head to attend funeral services of a deceased City employee without loss of pay.

- 12.4.3 A regular full-time employee may take up to thirty-two (32) hours of funeral leave for a death in the employee's immediate family. With department director approval, up to forty-eight (48) additional hours of sick leave may be utilized in these situations, for a total absence of eighty (80) hours (two regular work weeks).
- 12.5 Donation of Sick Leave – Employees may donate their accrued sick leave to another employee who, because of a personal health condition must take time off from work for medical treatment or prolonged convalescence. Employees must leave a minimum of one-hundred (100) hours in their sick leave bank at the time of donation.
- 12.6 Washington State Paid Family and Medical Leave. The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) program. Benefits and premiums are established by the State of Washington. Employees pay the designated share of premiums via payroll deduction.
- 12.6.1 Washington State Paid Family Medical Leave shall be administered in accordance with applicable state laws and statutes. For more information about Washington State Paid Family Medical Leave, employees may refer to the Employment Security Department website, City posters, and City Human Resources.
- 12.7 Court Appearance – An employee who is required to serve on a jury or as a result of official duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be authorized leave with pay. When summoned and serving for jury service the Employer may, at its discretion, request that an employee be excused or delayed from jury duty when the employee's absence would adversely affect business needs. The employee is required to report to work at the City following jury selection if not serving as a juror or on days when court is in recess. The employee must complete a Leave of Absence Request form (signed by the supervisor or his designee) and attach the Jury Summons.
- 12.8 Military Leave – Military duty shall be granted in accordance with applicable law. Employees on military duty shall suffer no loss of pay and medical benefits for the initial three (3) months.
- 12.9 Upon separation from employment an employee in good standing (i.e. one who has not been terminated for cause), with a minimum of ten (10) years of continuous service shall be reimbursed at his or her current rate of pay for fifty percent (50%) of unused accrued sick leave up to a maximum of three hundred (300) hours of pay.

ARTICLE XIII HEALTH AND WELFARE INSURANCE BENEFITS

- 13.1 The Employer shall pay ninety percent (90%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) under the Regence Blue Shield Preferred Provider Plan of Association of Washington Cities Employee Benefits Trust. The Employer shall pay one hundred percent (100%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) for coverage in accordance with the Trust under:
- Dental – Washington Dental Service Plan F, with Plan III Orthodontia
Vision – Vision Service Plan, with ten dollars (\$10.00) deductible.
- 13.2 All regular part-time employees shall receive monetary credit to be applied toward medical insurance premium on a pro-rata basis in proportion to the number of hours worked. The amount received by the employee is allocated according to family status identified above, i.e. employee, employee + spouse, etc. The employer pays one hundred percent (100%) of the dental and vision premium.

- 13.3 Life Insurance - The Employer shall maintain AWC Group Basic Life Insurance coverage for each employee in the amount of seventy-five thousand dollars (\$75,000) payable to a beneficiary designated by the employee.
- 13.4 Long Term Disability - The Employer shall continue the long-term disability program, AWC Employee Benefit Trust: Standard Insurance Long Term Disability (LTD) 60% Benefit payment level following a 90 day waiting period.
- 13.5 Employees may choose to opt out of coverage for their spouse and/or dependent(s). Employees with an eligible spouse and/or dependent(s) who elect to opt out of coverage for their spouse and/or dependent(s) will be reimbursed by the Employer with an amount equal to fifty percent (50%) of the monthly premium saved (50% of 100% of the medical premium including both the city's and the employee's contributions). An employee may opt out of personal coverage if he or she provides proof of valid health insurance from another source, maintains such coverage and the insurance plan permits. The employee may choose to apply the reimbursement to their deferred compensation plan or Flexible Spending Account. Reimbursements applied to an employee's deferred compensation plan shall not be eligible for a City matching contribution. If an employee elects to receive a cash reimbursement for the monthly premium saved, the Employer will pay an amount equal to thirty-five percent (35%) of the monthly premium saved.
- 13.5.1 The bargaining unit covered by this Agreement shall have an opportunity to exercise the option to opt out of coverage set forth above to the full extent that the health insurance policy permits. Employees in this unit will have an opportunity to opt out after employees in the Office-Clerical unit has had an opportunity to opt out with respect to the first two open positions. This opt out election shall occur during the first week of the "open enrollment" period as set by the AWC Employee Benefit Trust. Employees shall be notified in advance of the open enrollment period with sufficient notice for decision making purposes. After election by office clerical employees with regard to the first two available openings, employees in the Public Works unit shall be afforded an opportunity to elect to opt out with regard to any remaining opt out opportunities. "Opt out opportunities" means the number of employees who may opt out within the minimum coverage requirements of the AWC Employee Benefits Trust. Employees from both units shall be taken on a seniority basis after the office clerical unit has an opportunity to make election with respect to the first two opt out opportunities. In the event of conflict between members of the Public Works unit for an open position, seniority within the bargaining unit shall govern who is allowed to exercise the election to opt out.
- 13.6 Flexible Spending Account – The Employer shall provide a Flexible Spending Account ("FSA") program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. If payments to a FSA trigger the Affordable Care Act excise tax, the City may avoid triggering the tax by modifying or discontinuing the program with advance notice to the Union that includes a reasonable opportunity for bargaining.
- 13.7 Re-Opener – In the event that health insurance premium costs increase ten percent (10%) or greater year-over-year in any year of this Agreement, the City and the Union agree to meet on the call of the Employer to re-open Article 13. The parties will mutually agree on the date, time and location of the meeting(s).
- 13.8 Voluntary Employee's Beneficiary Association Trust (VEBA) for employees in this bargaining unit, similar to the VEBA established in the Clerical bargaining unit, upon written request from the Union to the Employer. If the Union desires such discussions, it must provide said notice to the Employer prior to January 31 of any given year of this Agreement.

Items of discussion for the purposes of establishing this plan shall include:

- Mandatory payroll deductions.
- Contributions of accrued but unused sick leave upon separation from employment.
- Contributions of accrued sick leave in excess of the sick leave accrual cap.
- Employee contributions.
- Employer contributions.

If a VEBA plan is established, but contributions to the plan could trigger the Affordable Care Act excise tax beginning in 2022, either party may reopen this section to bargain changes necessary to avoid triggering the tax.

ARTICLE XIV UNIFORMS, CLOTHING AND TRAINING

- 14.1 The Employer agrees to provide each maintenance employee with five (5) shirts, five (5) pairs of pants, one (1) jacket, and two (2) sweatshirts yearly. In addition, effective date of signing, the Employer will provide each public works employee a new, quality pair of work boots. These boots will be replaced as needed but not more frequently than once every year.
- 14.2 The Employer shall reimburse employees for the cost of tuition and fees for job related classes/courses not provided by the Employer; provided however,
- (1) the employee has received prior written approval from the Department Head;
 - (2) the maximum annual reimbursement shall be fifteen hundred dollars (\$1,500.00) per employee; and
 - (3) the employee has received a grade of “C” or better, or P in a “pass/fail” system.
- 14.3 The Employer shall provide to all maintenance employees adequate protective clothing, such as gloves, safety glasses, rain gear, rain boots, etc. at no cost to the employee, based on Director of Public Works approval.

ARTICLE XV PROBATIONARY PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 15.1 Probation Period - A new employee shall be subject to a six (6) month probation period commencing with the most recent date of hire. During the probation period, the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the probation period shall not be subject to the grievance procedure.
- 15.2 Seniority - An employee’s seniority shall be defined as that period from the employee’s most recent first day of compensated work within the bargaining unit.
- 15.2.1 An employee’s seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:
- Justifiable discharge, or
Voluntary quit
- 15.2.2 Seniority shall be the determining factor in layoff, recall and filling permanent job vacancies, provided the employees’ ability to perform the duties required in the job are considered equal. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

- 15.3 Layoff – In case of a layoff, the employee with the shortest length of continuous service within the work group shall be laid off first. The Employer shall provide an employee with four (4) weeks advance notification prior to layoff.
- 15.3.1 An employee laid off from the Public Works Supervisor position may “bump” a maintenance worker, as long as the employee has more years of seniority than the employee being bumped.
- 15.4 Recall – In case of recall, those employees within the work group laid off last shall be recalled first. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted.
- 15.5 Job Vacancies – When a permanent job vacancy occurs, present employees shall be given first consideration for filling the vacancy, based on their length of service with the Employer and ability to perform the duties of the job.
- 15.5.1 Notice of permanent job vacancies shall be posted on the bulletin board for seven (7) days. Present employees who desire consideration for such opening shall notify the Employer in writing during the seven (7) day period the notice is posted.

ARTICLE XVI DISCHARGE AND DISCIPLINE

- 16.1 The Employer shall not discharge nor suspend a permanent employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of the complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, drunkenness on duty, and/or issues of parallel magnitude. Warning letters to be considered as valid, shall be issued within thirty (30) days after the conclusion of the investigation of the violation claimed by the Employer in such warning letter. Any investigation performed by the Employer, or their designee, will be concluded within ninety (90) calendar days. If the ninety (90) calendar day period is not met, the Employer must provide the business reason(s) for the delay to the Union along with an estimate of completion.

ARTICLE XVII GRIEVANCE PROCEDURE

- 17.1 Grievance Defined - A grievance is hereby defined as a dispute over the interpretation or application of any of the specific provisions of this Agreement. Grievances shall be processed in accordance with the procedures set forth below.
- 17.1.1 Step 1 - The grievant shall, within fifteen (15) working days from the time the complaint arose or should have been reasonably known to exist, orally present the alleged grievance to the employee’s supervisor. If the grievance is adjusted orally, the disposition shall be reduced to writing and subject to the final approval of the City Manager and the Union.
- 17.1.2 Step 2 - If no settlement is reached at Step 1, the grievance shall be reduced to writing, dated and signed by the employee(s) involved and/or the Union, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Such grievance shall be submitted to the City Manager within fifteen (15) working days of the decision reached by the supervisor. Representative(s) of the Union will be present at any meeting called to consider the grievance at this Step 2. The City Manager shall send a written answer to the Union within fifteen (15) working days of receipt.

- 17.1.3 Step 3 - If no settlement is reached at Step 2, the Union in its sole discretion may, within fifteen (15) working days of the receipt of the Step 2 answer, invoke arbitration by requesting a list of at least seven (7) arbitrators from the Public Employment Relations Commission. The arbitrator shall be chosen by the parties alternately striking such list. Only grievances which are presented to the Employer in writing during the term of this Agreement shall be subject to arbitration. The decision of the arbitrator shall be final and binding upon the parties; provided however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement.
- 17.1.4 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be borne separately by the party incurring the expense.
- 17.2 Time Limits – Any grievance not presented to the Employer within the time frames specified above shall be null and void. Time limits described herein may be extended by mutual agreement of the parties.

ARTICLE XVIII SAVINGS CLAUSE

- 18.1 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

ARTICLE XIX COMPLETE AGREEMENT

- 19.1 The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject to collective bargaining. The results of such negotiations are set forth in writing in this Agreement. The Employer and Union each voluntarily and unqualifiedly agree to waive the right to bargaining over any other subjects for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE XX PAST PRACTICES

- 20.1 Any and all verbal agreements previously entered into by the parties hereto are mutually cancelled and suspended by the Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE XXI DURATION

- 21.1 This Agreement shall be effective January 01, 2025 and shall remain in full force and effect through December 31, 2027, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker, Secretary-Treasurer

By _____
Stephen Burns, City Manager

Date _____ Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MEDINA, WASHINGTON
and
PUBLIC PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Employees)

January 01, 2025 through December 31, 2027

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MEDINA, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 01, 2025, the rates of pay which were in effect as of December 31, 2024, shall be increased by six percent (6%) across the board as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> 00-12m	<u>STEP B</u> 13-24m	<u>STEP C</u> 25-36m	<u>STEP D</u> 37m +
Maintenance Worker	6413	6685	7062	7451
Maintenance Supervisor	7803	8236	8678	9141

A.2 Effective January 01, 2026, the rates of pay which were in effect as of December 31, 2025, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2025 over the same period in 2024 with a minimum of 3.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.3 Effective January 01, 2027, the rates of pay which were in effect as of December 31, 2026 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2026 over the same period in 2025 with a minimum of 2.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.4 The rate of pay set forth within Sections A.1, A.2 and A.3 reflect a full-time, forty (40) hours per week position. The monthly rates of pay for part-time employees shall be pro-rated based on hours worked.

A.5 Longevity Pay – All employees shall receive monthly Longevity Pay in addition to their monthly rates of pay as follows:

<u>Service Time</u>	<u>Percentage of Base Monthly Wage</u>
After 4 years	2%
After 8 years	4%
After 12 years	6%
After 16 years	8%

A.6 Education Pay – All employees shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Achievement</u>	<u>Monthly Amount</u>
45 Credits	\$50
AA Degree/ 90 Credits	\$100
BA/BS Degree	\$200

Education Pay in the amounts stated above shall discontinue effective February 14, 2022, provided that any employee receiving Education Pay on February 13, 2022, shall be grandfathered at the monthly amount they are receiving then.

Effective February 14, 2022, employees who are not grandfathered as provided above shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Achievement</u>	<u>Monthly Amount</u>
BA/BS Degree	\$100

A.7 Temporary Assignment Pay - If the City manager assigns a bargaining unit member to assume the duties of a department director, the employee will receive salary at the minimum step in the current Director Salary Range. The employee's duties during such time shall include limited supervisory duties as necessary to direct the work force. If the City manager or department director assigns a bargaining unit member to perform the duties of a higher classification within the bargaining unit, the employee will receive a wage increase to the greater of either the beginning wage step of such higher classification or five percent (5%) over the employee's current wage, whichever is greater. Temporary assignment pay shall be due for periods of time greater than two (2) consecutive working days, provided that pay shall be retroactive to the first day worked in the temporary assignment. The Parties acknowledge that this shall not result in director-level work being accreted to the bargaining unit.

A.8 Seasonal/Temporary Employees - The Employer and Union agree that efficient and uninterrupted performance of City services is a primary responsibility of the Employer while providing fair and reasonable compensation and working conditions for employees. To this end, the parties establish the reasonable use of seasonal/temporary employees as follows:

A.8.1 Any seasonal/temporary employee who works more than one-sixth (1/6) the hours of a regular employee who performs similar work and who remains available for work on the same basis is included in the bargaining unit represented by the Union.

A.8.2 A seasonal/temporary employee is defined as an individual who is hired to perform job tasks involving minimal skill level for a limited and defined period of time. The parties have reached agreement on these duties as contained in the job description for this classification.

A.8.3 The Employer and the Union agree that seasonal/temporary employees shall not replace or supplant regular Union FTEs. Regular Union vacancies will be filled prior to hiring seasonal/temporary employees.

A.8.4 When a seasonal/temporary employee has worked in excess of one-sixth (1/6) the hours of a regular employee (or in excess of 346 hours) the Employer agrees to:

- a. Recognize the employee promotes to Teamsters Seasonal Maintenance Worker and is covered by the Collective Bargaining Agreement between the Employer and the Union;

- b. Recognize that the employee will receive wages as detailed in this MOU for this classification.
- c. Recognize that due to the number of working hours, other benefits/thresholds may be met outside of the Collective Bargaining Agreement and will pertain, such as PERS eligibility with the State of Washington Department of Retirement Systems, etc.
- d. Recognize that the following limited Collective Bargaining Agreement articles apply to this classification of employee:
 - a. Article 1 - Recognition
 - b. Article 2 - Non-Discrimination
 - c. Article 3 - Management Rights
 - d. Article 4 - Union Membership and Payroll Deduction
 - e. Article 5 - Union Business
 - f. Article 6 - Hours of Work (Sections 6.2 and 6.3)
 - g. Article 7 - Overtime (Sections 7.1, 7.2, and 7.4)
 - h. Article 14 - Uniforms, Clothing and Training (Section 14.3)
 - i. Article 16 - Discharge and Discipline
 - j. Article 17 - Grievance Procedure (as it pertains to pay issues only)

A.8.5 If a Teamsters Seasonal Maintenance Worker works in excess of 800 (eight hundred) hours from date of promotion, the employee become eligible for all Collective Bargaining Agreement sections and articles.

A.8.6 Once an employee exceeds the 346 (three hundred and forty six) hour threshold and becomes a Teamsters Seasonal Maintenance Worker, if they terminate employment for any reason and are then rehired in a Union position, the employee resumes Union membership at hire and is not required to re-earn the 346 hour threshold.

A.9 The parties agree to the following hourly pay rates for Teamsters Seasonal Maintenance Workers in Public Works:

A.9.1 The City can skip steps in the hourly rate of pay, if necessary, to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

UPON REACHING 346 HOURS	YEAR 2	YEAR 3	YEAR 4
\$25.00	\$25.93	\$27.23	\$28.56

A.10 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:

A.10.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of personal leave.

A.10.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and a one-time grant of eight (8) additional hours of personal leave.

A.10.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the

City Manager and the Mayor, a cash bonus of one hundred fifty dollars (\$150.00) and a one-time grant of eight (8) additional hours of personal leave.

- A.10.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of two hundred dollars (\$200.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.10.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars (\$250.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.10.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque of service signed by the City Manager, the Mayor and the Council members, a cash bonus of three hundred dollars (\$300.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.10.7 Upon completion of thirty-five (35) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the city manager and the mayor, a cash bonus of three hundred fifty dollars (\$350.00) and a one-time grant of eight (8) hours of personal leave.
- A.10.8 The afore-referenced one-time grants of personal leave shall be single occurrences to be honored in accordance with City policy. These personal leave hours shall not occur on a year to year basis, nor shall they be cumulative.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker, Secretary-Treasurer

By _____
Stephen Burns, City Manager

Date _____

Date _____

AGREEMENT
 by and between
 CITY OF MEDINA, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Office-Clerical Employees)
 January 01, 2025 through December 31, 2027

THIS AGREEMENT is by and between the CITY OF MEDINA, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

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AGREEMENT
by and between
CITY OF MEDINA, WASHINGTON
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PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Office-Clerical Employees)

January 01, 2025 through December 31, 2027

THIS AGREEMENT is by and between the CITY OF MEDINA, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, which shall include all full-time and regular part-time office-clerical employees; excluding supervisors, confidential employees and all other employees of the Employer.
- 1.2 Regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall receive pro-rated benefits under the contract calculated upon the relationship of the hours regularly scheduled to work per week to forty (40) hours.

ARTICLE II NON-DISCRIMINATION

- 2.1 No employee shall be discriminated against for upholding lawful Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or marital status, or the presence of any physical, mental or sensory disability, or age, except as such may be a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities, except as such may be a bona fide occupational qualification. Disputes regarding this Article may be handled through either the grievance procedure or the applicable regulatory agency. The choice of one remedy shall preclude the utilization of the other.
- 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement. Such rights, powers, authority and functions shall include but in no way shall be limited to the determination of the size and composition of the work force; the selection, retention, discipline, layoff or discharge of employees; the direction and assignment of the work force; the allocation of work assignments among all employees; the establishment of work rules; the determination and location of any job sites; the determination of the equipment to be utilized and the methods to be used in the discharge of work functions; and the right to contract and subcontract any and all work as the need may arise, as long as said subcontracting does not result in the layoff of bargaining unit employees.

ARTICLE IV UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 4.1 Employees covered by the Agreement have the right to become and remain members in good standing in the Union during the term of this Agreement.
- 4.2 Payroll Deduction – The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the dues and initiation fees, and delinquent dues and delinquent initiation fees, of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof. No deduction shall be made that is prohibited by applicable law.

ARTICLE V UNION BUSINESS

- 5.1 Union Officials Time-Off - The Union shall have the right to select one (1) employee as a Unit Steward. The investigation of grievances and other Union business performed by the Steward shall normally be conducted only during non-working time. Where it is necessary to conduct any Union business during working time, specific approval must be obtained from the supervisor.
- 5.2 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board on its premises in an area, which is frequented by all employees within the bargaining unit.
- 5.3 Union Notification – The Employer agrees to furnish the Union a seniority roster showing the names of all employees in the bargaining unit, their classification, and date of hire. This list shall be revised each six (6) months thereafter.

ARTICLE VI HOURS OF WORK

- 6.1 Work Schedule – The standard workweek shall consist of five (5) consecutive days of eight (8) consecutive hours for all full time employees, excluding meal period. The standard work week shall be scheduled Monday through Friday.

- 6.1.1 Alternate workweeks shall consist of four (4) days of ten (10) consecutive hours or a 9/80 schedule over a two week period for all full time employees, excluding meal period. The FLSA work period for a 9/80 schedule begins at the midpoint of the 8-hour shift. The FLSA work period for all other shifts begins at 12:01 am on Sunday and ends at midnight on Saturday.
- 6.1.2 By mutual agreement between the Employer and the employee, an employee may have alternate workweeks, flexible starting time, ending time, meal periods and working hours.
- 6.2 Rest Periods – Employees shall receive a rest period of fifteen (15) minutes for each four (4) hour work period. Rest period shall be scheduled as near as possible to the midpoint of each four (4) hour work period (unless otherwise appropriate based on operational needs), and shall be taken at or near the job site. No employee shall be required to work more than three (3) hours without a rest period.
- 6.3 Meal Periods – Employees shall receive a meal period of thirty (30) minutes for each workday that is at least five (5) hours in duration. The meal period shall be on the employee’s own time and, when practical, shall commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 6.4 The Employer will attempt to provide a minimum of two (2) weeks notice for changes to work schedules. Emergency or unanticipated schedule changes are understood to be exempt from this language. After the reason for the schedule change is completed, the employee may request to return to their preferred schedule.

ARTICLE VII OVERTIME

- 7.1 If an employee is required to work (includes compensatory time, sick leave, holidays, and vacation) in excess of their regular daily schedule or forty (40) hours per week, the employee shall be compensated for such work at one and one-half (1-1/2) times the regular straight-time hourly rate of pay.
- 7.1.1 If the Employer extends the shift of an employee, the employee shall be compensated at one and one-half (1-1/2) times their regular straight-time rate of pay with a minimum guarantee of one and one-half hours of pay.
- 7.2 Overtime shall be paid to the nearest quarter hour.
- 7.3 Compensation for overtime shall be in the form of additional compensatory time off or extra pay at the employee's option. No employee shall accumulate more than one-hundred (100) hours of compensatory time in one (1) year or carry over more than eighty (80) hours compensatory time into a succeeding year. Any hours over the cap on the final payroll of each year shall be cashed out and paid to the employee on the final paycheck of that year.
- 7.4 All overtime must be authorized in advance by the employee’s supervisor or within twenty-four (24) hours after its occurrence under circumstances where the supervisor is not available for prior authorization.

7.5 Every effort shall be made to offer scheduled overtime to employees on a rotating basis.

ARTICLE VIII CALLBACK

8.1 Employees called back to work after having completed their normal shift and having left the premises shall receive callback pay of a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Callback shall not apply in cases of scheduled overtime.

8.2 Employees shall not be required to answer non-emergency calls or remain on Stand-by while on scheduled days off.

8.3 Employees who answer telephonic calls while off the clock shall receive pay at one and one-half (1-1/2) times the employee's regular straight-time rate of pay rounded for all time spent to the nearest quarter (1/4) hour.

ARTICLE IX WAGES

9.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which is incorporated herein by this reference.

9.2 Deferred Compensation – Employees are eligible to receive contributions from the City toward the ICMA Deferred Compensation Plan. The City's contributions are a one-to-one match, up to two-hundred fifty dollars (\$250.00) maximum per month for a regular full-time employee. Regular part-time employees who work an average of more than 19 hours per week shall receive pro-rata contributions based on the relationship of hours worked per week to forty (40) hours.

9.3 The City may change from the current payday schedule to a lag payday schedule with fixed semi-monthly paydays (i.e. switch from monthly to semi-monthly paydays). The Employer agrees to provide employees with thirty (30) days notice prior to the exact date of the change.

ARTICLE X HOLIDAYS

10.1 Employees shall receive the following holidays off with pay. Employees shall receive compensation based on their regular scheduled workday at the regular straight-time rate of pay:

New Year's Day	1 st of January
Martin Luther King Jr.'s Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday of September
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	25 th of December
Two (2) "Floating Holidays" designated by the employee.	

- 10.1.1 One (1) additional "Floating Holiday" shall be provided to bargaining unit members starting on January 1 of their tenth (10th) anniversary year with the City and each January thereafter.
- 10.2 Regular part-time employees shall receive pro rata holidays based upon the relationship of the hours worked per week to forty (40) hours. Full-time employees who work a four (4) day, ten (10) hour schedule may choose, with supervisory approval, to revert to a standard work week during a week in which a holiday occurs, or choose to supplement their eight (8) hours of holiday pay with two (2) hours of vacation pay, if the employee has accrued vacation to use.
- 10.3 Employees required to work on a holiday shall be paid two and one-half (2-1/2) times the employee's regular straight-time rate of pay, for a minimum of three (3) hours.
- 10.4 If a holiday pursuant to this Section falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday, pursuant to this Section falls on a Sunday, the holiday will be observed on the following Monday. If an employee is scheduled for a four day, ten hour workweek the holiday will be observed on the workday closest to the day observed by the Employer (i.e., if working Monday through Thursday, a Friday observed holiday will be observed on the preceding Thursday. If a Monday observed holiday occurs, it will be observed on Monday. If working Tuesday through Friday workweek, a Monday observed holiday will be observed on the following Tuesday. A Friday observed holiday will be observed on Friday).

ARTICLE XI VACATIONS

11.1 Eligibility - Regular employees shall accrue vacation time off with pay as set forth in Section 11.2, based upon the employee's continuous length of service accumulated as of the most recent anniversary date of his employment. An employee shall not be eligible to take vacation time off until he shall have worked for the Employer for a minimum of six (6) calendar months from his most recent anniversary date of employment.

11.2 Accrual - Vacation time-off shall accrue monthly on the following basis:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>ANNUAL LEAVE</u>
First year	96 hours
Second through fourth years	112 hours
Fifth through seventh years	128 hours
Eighth and ninth years	144 hours
Tenth through fourteenth years	160 hours
Fifteenth through nineteenth years	176 hours
Twentieth year and subsequent years	200 hours

11.3 Payment upon Termination - Upon termination of employment, employees shall receive all vacation time earned. No vacation credit shall be given unless the employee has worked for the Employer for at least six (6) months and, in the case of voluntary separation, the employee has given the Employer at least two (2) weeks written notice of separation.

- 11.4 Death Benefit - Upon the death of an employee, the accrued vacation pay and compensatory time (as applicable) of the deceased employee shall be paid to the employee's designated beneficiary pursuant to Section 13.3.
- 11.5 Carryover – The maximum vacation accrual that will be carried forward at year end will be one and one-half times the employee's annual accrual.
- 11.6 Part-Time Employees - Regular part-time employees vacation accrual shall be pro rata, based upon the relationship of the hours worked per week to forty (40) hours.
- 11.7 Scheduling - Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employees and the requirements of the department. Scheduling conflicts shall be resolved on the basis of seniority.
- 11.8 Employees shall receive vacation compensation based on their regularly scheduled work day.

ARTICLE XII SICK LEAVE

- 12.1 Accrual - Employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service; provided however, no employee shall carryover an accumulation greater than seven hundred twenty (720) hours from one calendar year to the next. Employees hired after the execution of this Agreement shall receive twelve (12) days upon initial hire to be repaid from the first year's accrual. Leave used but not earned shall be repaid to the Employer upon termination.
- 12.1.1 Regular part-time employees shall accumulate pro-rata sick leave with pay based upon the relationship of the hours worked per week to forty (40) hours.
- 12.2 Usage - Sick leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for purposes allowed by law. Utilization of sick leave for any other purpose may be cause for disciplinary action. The Employer may require that the employee furnish medical verification in accordance with WAC 296-128-660.
- 12.2.1 Sick leave may be utilized for care of (a) A child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
- 12.3 In the event employees are absent for reasons, which are covered by State Industrial Insurance, the Employer shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would have otherwise been eligible to receive in sick leave. Such payment(s) to the employee shall be made at such times as the difference is reasonably determinable. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the Employer until such time as the employee's accumulated sick leave is depleted.

- 12.3.1 Donation of Sick Leave – Employees may participate in the City’s shared leave program in accordance with City Policy 7.20. The City will bargain changes to mandatory subjects in the policy as required by law.
- 12.4 Emergency Leave - In the event of death or critical illness in the employee's immediate family, the employee may be granted leave of absence with pay not to exceed three (3) working days.
- 12.4.1 The term "immediate family" shall be defined as related by blood, marriage, or legal adoption to include the employee’s parent(s), spouse, registered domestic partner, child(ren), step-child(ren), brother(s), sister(s), step-parent(s), mother or father-in-law, son(s) or daughter(s) in-law, grandparent(s), grandchild(ren), or other relatives who live in the employee’s home.
- 12.4.2 An employee may be excused by his department head to attend funeral services of a deceased City employee without loss of pay.
- 12.4.3 Bereavement Leave – Any regular full-time employee who suffers a death in the immediate family shall receive up to thirty-two (32) hours bereavement leave with pay. If additional time is needed, the City Manager may authorize use of accrued sick leave, vacation leave or compensatory time.
- 12.5 Washington State Paid Family and Medical Leave. The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) program. Benefits and premiums are established by the State of Washington. Employees pay the designated employee share of premiums via payroll deduction.
- 12.5.1 Washington State Paid Family Medical Leave shall be administered in accordance with applicable state laws and statutes. For more information about Washington State Paid Family Medical Leave, employees may refer to the Employment Security Department website, City posters, and City Human Resources.
- 12.6 Court Appearance – An employee who is required to serve on a jury or as a result of official duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be authorized leave with pay. When summoned and serving for jury service the Employer may, at its discretion, request that an employee be excused or delayed from jury duty when the employee’s absence would adversely affect business needs. The employee is required to report to work at the City following jury selection if not serving as a juror or on days when court is in recess. The employee must complete a Leave of Absence Request form (signed by the supervisor or his designee) and attach the Jury Summons.
- 12.7 Upon separation from employment, an employee in good standing (i.e. one who has not been terminated for cause), with a minimum of ten (10) years of continuous service shall be reimbursed at his or her current rate of pay for twenty-five percent (25%) of unused accrued sick leave up to a maximum of one hundred eighty (180) hours of pay.

Effective February 14, 2022, upon separation from employment an employee in good standing (i.e. one who has not been terminated for cause), with a minimum of ten (10) years of continuous service shall be reimbursed at his or her current rate of pay for fifty percent (50%) of unused accrued sick leave up to a maximum of three hundred (300) hours of pay.

ARTICLE XIII HEALTH AND WELFARE INSURANCE BENEFITS

- 13.1 The Employer shall pay ninety percent (90%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) under the Regence Blue Shield Preferred Provider Plan of Association of Washington Cities Employee Benefits Trust. The Employer shall pay one hundred percent (100%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) for coverage in accordance with the Trust under:

Dental – Washington Dental Service Plan F, with Plan III Orthodontia
Vision – Vision Service Plan, with ten dollars (\$10.00) deductible.

- 13.2 All regular part-time employees shall receive monetary credit to be applied toward medical insurance premium on a pro-rata basis in proportion to the number of hours worked. The amount received by the employee is allocated according to family status identified above, i.e. employee, employee + spouse, etc. The Employer pays one hundred percent (100%) of the dental and vision premium.

- 13.3 Life Insurance - The Employer shall maintain the AWC Group Basic Life Insurance coverage for each employee in the amount of seventy-five thousand dollars (\$75,000) payable to a beneficiary designated by the employee.

- 13.4 Long Term Disability - The Employer shall continue the following long-term disability program, under the Association of Washington Cities Employee Benefit Trust:

60% Benefit payment level following a 90-day waiting period.

- 13.5 Employees may choose to opt out of coverage for their spouse and/or dependent(s). Employees with an eligible spouse and/or dependent(s) who elect to opt out of coverage for their spouse and/or dependent(s) will be reimbursed by the Employer with an amount equal to fifty percent (50%) of the monthly premium saved (50% of 100% of the medical premium including both the City's and the employee's contributions). An employee may opt out of personal coverage if he or she provides proof of valid health insurance from another source, maintains such coverage and the insurance plan permits. The employee may choose to apply the reimbursement to their deferred compensation plan or Flexible Spending Account. Reimbursements applied to an employee's deferred compensation plan shall not be eligible for a City matching contribution. If an employee elects to receive a cash reimbursement for the monthly premium saved, the Employer will pay an amount equal to thirty-five percent (35%) of the monthly premium saved.

- 13.5.1 The bargaining unit covered by this Agreement shall have first opportunity to exercise the option to opt out of personal coverage. This opt out option shall occur

during the first week of the “open enrollment” period as set by the AWC Employee Benefit Trust. Employees shall be notified in advance of the open enrollment period with sufficient notice for decision making purposes. At least two (2) employees in this bargaining unit shall be allowed to exercise the opt out provision for personal coverage during the first week of open enrollment. After the first week, this opt out provision will be expanded to additional employees in the bargaining unit should additional opportunities remain after other eligible employees have the opportunity to exercise the option. Seniority within the bargaining unit shall govern who is allowed to exercise the option should more than two (2) employees desire to opt out. “Opt out opportunities” means the number of employees who may opt out within the minimum coverage requirements of the AWC Employee Benefits Trust. Employees from both units (Office-Clerical and Public Works) shall be taken on a seniority basis after the Office-Clerical unit has had an opportunity to make election with respect to the first two opt out opportunities.

- 13.6 Flexible Spending Account – The Employer shall provide a Flexible Spending Account (“FSA”) program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. If payments to a FSA trigger the Affordable Care Act excise tax, the City may avoid triggering the tax by modifying or discontinuing the program with advance notice to the Union that includes a reasonable opportunity for bargaining.
- 13.7 Re-Opener – In the event that health insurance premium costs increase ten percent (10%) or greater year-over-year in any year of this Agreement, the City and the Union agree to meet on the call of the Employer to re-open Article 13. The parties will mutually agree on the date, time and location of the meeting(s).
- 13.8 The Employer agrees to provide a mandatory payroll deduction as contribution to the Plan on behalf of all employees in the collective bargaining group (“Group”) defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

The Group is defined as those employees belonging to the Office-Clerical bargaining unit of Teamsters Local 763. Contributions on behalf of each eligible employee shall be based on the following selected funding sources and formula.

Upon separation from employment, employees in the Group eligible for sick leave cash out under the terms of the collective bargaining agreement shall have such cash out amount contributed on their behalf to the HRA VEBA Medical Reimbursement Program.

Each employee in the Group shall additionally fund the Plan via payroll deduction on a monthly basis equal to a set dollar amount. Contribution levels will be determined by the Group and shall be in force for each subsequent calendar year until such time as one or more members of the bargaining unit request to vote a change in contribution level for the following calendar year. The amount shall be determined by a majority vote of the members in the Group. Tie votes will be resolved by a flip of a coin.

If contributions to the Plan could trigger the Affordable Care Act excise tax beginning in 2022, either party may reopen this section to bargain changes necessary to avoid triggering the tax.

ARTICLE XIV TUITION REIMBURSEMENT, TRAINING AND CONFERENCES

14.1 Training/Education Assistance – The City of Medina recognizes the fact that obtaining sufficient job training improves an employee’s ability to perform his or her job. It is the City’s intent to encourage employees to obtain additional training and education, which will facilitate their advancement in City employment and will be consistent with the best interests of the City. There are three (3) types of employee training that will be sponsored by the City of Medina. They are:

1. Mandatory safety procedures and other job skills – This category may include courses in first aid and defensive driving as well as instruction on the use of the City’s telephone and mail systems and photocopiers.
2. Employee development – Training of this sort may include specialized accounting and computer skills, effective communication skills, supervisory skills, and other courses that enhance an employee’s ability to perform his or her job. It may also include professional/management development courses such as those comprising the Cascade Management program.
3. Post high school or vocational courses leading to a degree that is relevant to the employee’s position or promotional opportunities within the City.

14.2 Education Assistance – Consideration of requests by an employee for education assistance (the type of training described in category three (3) above) is dependent upon budgetary constraints and the relevance of the course and/or the degree being pursued to the employee’s current position or in the direct line of promotion. Only courses taken through an accredited college, university or vocational training which are relevant to the employee’s current position or in the direct line of promotion will be considered for reimbursement. Eligible courses should also provide technical knowledge or skill that will improve the employee’s ability to perform the job.

14.2.1 Regular full-time employees who have completed six (6) months of employment are eligible to apply for education assistance to pay for a maximum of two (2) courses per quarter to improve their current and future job-related skills, knowledge and abilities. In order to obtain the reimbursement authorized, the employee must successfully complete the course attaining a “C” grade or better (2.0 or above on a 4.0 scale) or a “Pass” in a Pass/Fail course. It is anticipated that course work will be undertaken during non-work hours. Flexible working hours may be allowed by the department director to accommodate the employee’s class schedule.

14.2.2 The reimbursement rate will not exceed the lesser of either eighty percent (80%) of the actual tuition cost for the course, or eighty percent (80%) of the Washington public university in-state tuition rate for an equivalently credited course (based on

UW per credit rates for quarter courses and WSU per credit rates for semester courses) and based on undergraduate or graduate credit rates as appropriate. The maximum reimbursement amount will be \$1500.00 per calendar year per employee. If standard reimbursement rates are used instead of actual, the rates will be those in effect when the course is considered for reimbursement by the Department Director. In determining the reimbursement amount, the Department Director may consider factors including funding availability and total requests, allocation among departments, prior reimbursement to the employee, the relevance of the specific course to the position currently held, etc. Reimbursement requests must be submitted within three (3) months of completion of the course. Reimbursement will not be allowed for books, lab fees, travel expenses, material or other costs. Employees accepting education assistance agree to repay to the City the amount of assistance received if they do not remain in the City's employ for one year following completion of the course for which reimbursement is received.

ARTICLE XV PROBATIONARY PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 15.1 Probation Period - A new employee shall be subject to a six (6) month probation period commencing with the most recent date of hire. During the probation period, the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the probation period shall not be subject to the grievance procedure.
- 15.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.
- 15.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:
- Justifiable discharge
Voluntary quit, or
Layoff of twelve (12) months or longer.
- 15.2.2 In layoff, recall or permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.
- 15.3 Layoff – In case of a layoff, the employee with the shortest length of continuous service within the affected classification shall be laid off first (last in, first out), subject to Section 15.2.2. The Employer shall provide an employee with four (4) weeks advance notification prior to layoff.
- 15.4 Recall – In case of recall, those employees within the work group laid off last shall be recalled first. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted.
- 15.5 Job Vacancies – When a permanent job vacancy occurs, present employees shall be given first consideration for filling the vacancy, based on their length of service with the Employer and ability to perform the duties of the job.

- 15.5.1 Notice of permanent job vacancies shall be posted on the bulletin board for seven (7) days. Present employees who desire consideration for such opening shall notify the Employer in writing during the seven (7) day period the notice is posted.

ARTICLE XVI DISCHARGE AND DISCIPLINE

- 16.1 The Employer shall not discharge nor suspend a permanent employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of the complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, drunkenness on duty, and/or issues of parallel magnitude. Warning letters to be considered as valid, shall be issued within thirty (30) days after the conclusion of the investigation of the violation claimed by the Employer in such warning letter. Any investigation performed by the Employer, or their designee, will be concluded within ninety (90) calendar days. If the ninety (90) calendar day period is not met, the Employer must provide the business reason(s) for the delay to the Union along with an estimate of completion.

ARTICLE XVII GRIEVANCE PROCEDURE

- 17.1 Grievance Defined - A grievance is hereby defined as a dispute over the interpretation or application of any of the specific provisions of this Agreement. Grievances shall be processed in accordance with the procedures set forth below.
- 17.1.1 Step 1 - The grievant shall, within fifteen (15) working days from the time the complaint arose or should have been reasonably known to exist, orally present the alleged grievance to the employee's supervisor. If the grievance is adjusted orally, the disposition shall be reduced to writing and subject to the final approval of the City Manager and the Union.
- 17.1.2 Step 2 - If no settlement is reached at Step 1, the grievance shall be reduced to writing, dated and signed by the employee(s) involved and/or the Union, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Such grievance shall be submitted to the City Manager within fifteen (15) working days of the decision reached by the supervisor. Representative(s) of the Union will be present at any meeting called to consider the grievance at this Step 2. The City Manager shall send a written answer to the Union within fifteen (15) working days of receipt.
- 17.1.3 Step 3 - If no settlement is reached at Step 2, the Union in its sole discretion may, within fifteen (15) working days of the receipt of the Step 2 answer, invoke arbitration by requesting a list of at least seven (7) arbitrators from the Public Employment Relations Commission. The arbitrator shall be chosen by the parties alternately striking such list. Only grievances which are presented to the Employer in writing during the term of this Agreement shall be final and binding upon the parties; provided however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any terms or conditions of this Agreement.

- 17.1.4 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be borne separately by the party incurring the expense.
- 17.2 Time Limits – Any grievance not presented to the Employer within the time frames specified above shall be null and void. Time limits described herein may be extended by mutual agreement of the parties.
- 17.3 Election of Remedies – Employees covered by Civil Service Rules may choose to appeal a matter either to the Civil Service Commission or through the grievance process of this Agreement, but not both. Civil Service coverage is determined by RCW 41.12.050.

ARTICLE XVIII SAVINGS CLAUSE

- 18.1 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

ARTICLE XIX COMPLETE AGREEMENT

- 19.1 The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject to collective bargaining. The results of such negotiations are set forth in writing in this Agreement. The Employer and Union each voluntarily and unqualifiedly agree to waive the right to bargaining over any other subjects for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE XX PAST PRACTICES

- 20.1 Any and all agreements, written and verbal, previously entered into by the parties hereto are mutually cancelled and suspended by the Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE XXI MISCELLANEOUS

- 21.1 The Employer shall make reasonable efforts to provide work stations for employees that promote safety, health and overall well being such as; adjustable desks, keyboards and chairs.

ARTICLE XXII DURATION

- 22.1 This Agreement shall be effective January 01, 2025 and shall remain in full force and effect through December 31, 2027, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker
Secretary-Treasurer

By _____
Stephen Burns
City Manager

Date _____

Date _____

APPENDIX 'A'
to the
AGREEMENT
by and between
CITY OF MEDINA, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Office-Clerical Employees)

January 1, 2025 through December 31, 2027

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MEDINA, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2025, the rates of pay which were in effect as of December 31, 2024, shall be increased by six percent (6%) across the board as follows:

<u>CLASSIFICATION</u>	<u>STEP A 00-12m</u>	<u>STEP B 13-24m</u>	<u>STEP C 25-36m</u>	<u>STEP D 37 m +</u>
Admin Assistant-Deputy City Clerk	6413	6685	7062	7451
Development Svcs Coordinator	6544	6741	7098	7472
Information Systems Coordinator	6413	6685	7062	7451
Police Administrative Specialist	6413	6685	7062	7451
Police Office Manager	7803	8236	8678	9141
Deputy Building Official	6956	7883	8811	9736

A.2 Effective January 01, 2026, the rates of pay which were in effect as of December 31, 2025, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2025 over the same period in 2024 with a minimum of 3.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.3 Effective January 01, 2027, the rates of pay which were in effect as of December 31, 2026 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2026 over the same period in 2025 with a minimum of 2.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.4 The rate of pay set forth within Sections A.1, A.2 and A.3 reflect a full-time, forty (40) hours per week position. The monthly rates of pay for part-time employees shall be pro-rated based on hours worked.

A.5 Longevity Pay – All employees shall receive monthly Longevity Pay in addition to their monthly rates of pay as follows:

<u>Service Time</u>	<u>Percentage of Base Monthly Wage</u>
After 4 years	2%
After 8 years	4%
After 12 years	6%
After 16 years	8%

A.6 Education Pay – All employees shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Credits</u>	<u>Monthly Amount</u>
45 Credits	\$50
AA Degree/90 Credits	\$100
BA/BS Degree	\$200

Education Pay in the amounts stated above shall discontinue effective February 14, 2022, provided that any employee receiving Education Pay on February 13, 2022, shall be grandfathered at the monthly amount they are receiving then.

Effective February 14, 2022, employees who are not grandfathered as provided above shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Achievement</u>	<u>Monthly Amount</u>
BA/BS Degree	\$100

A.7 Temporary Assignment Pay – If the City Manager assigns a bargaining unit member to assume the duties of a department director, the employee will receive salary at the minimum step in the current Director Salary Range. The employee’s duties during such time shall include limited supervisory duties as necessary to direct the work force. If the City Manager or department director assigns a bargaining unit member to perform the duties of a higher classification within the bargaining unit, the employee will receive a wage increase to the greater of either the beginning wage step of such higher classification or five percent (5%) over the employee’s current wage, whichever is greater. Temporary assignment pay shall be due for periods of time greater than two (2) consecutive working days, provided

that pay shall be retroactive to the first day worked in the temporary assignment. The Parties acknowledge that this shall not result in director-level work being accreted to the bargaining unit.

- A.8 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:
- A.8.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of personal leave.
- A.8.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred fifty dollars (\$150.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of two hundred dollars (\$200.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars (\$250.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque of service signed by the City Manager, the Mayor and the Council members, a cash bonus of three hundred dollars (\$300.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.8.7 Upon completion of thirty-five (35) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the city manager and the mayor, a cash bonus of three hundred fifty dollars (\$350.00) and a one-time grant of eight (8) hours of personal leave.
- A.8.8 The afore-referenced one-time grants of personal leave shall be single occurrences to be honored in accordance with City policy. These personal leave hours shall not occur on a year to year basis, nor shall they be cumulative.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker
Secretary-Treasurer

By _____
Stephen Burns
City Manager

Date _____

Date _____

2025 Teamsters Contracts - Financial Impact

<u>2025 Wages (Budget)</u>	<u>2025 Wages Approved</u>	<u>Increase</u>
\$ 738,982.96	\$ 756,102.24	\$ 17,119.28
<u>2025 Longevity (Budget)</u>	<u>2025 Longevity Approved</u>	<u>Increase</u>
\$ 21,207.49	\$ 26,276.98	\$ 5,069.49
<u>2025 On Call (Budget)</u>	<u>2025 On Call (Expected)</u>	<u>Increase</u>
\$ 450.00	\$ 2,250.00	\$ 1,800.00
<u>2025 OT (Budget)</u>	<u>2025 OT (Expected)</u>	<u>Increase</u>
\$ 19,000.00	\$ 19,684.00	\$ 684.00
Total Expected 2025 Increase		\$ 24,672.77



MEDINA, WASHINGTON

AGENDA BILL

March 10, 2025

Subject: Updated Eastside Transportation Partnership Agreement

Category: Consent

Staff Contact: Stephen R. Burns, City Manager

Summary

In April 1995, the Eastside Transportation Partnership (ETP) revised its voting structure to allow the Points Communities to join as a collective entity. Since its inception, the ETP has served as a vital forum for information sharing, consensus building, and coordinated decision-making, shaping transportation policies, projects, and programs for the area East of Lake Washington in King County.

At the February 14 ETP meeting, the attached draft of the "**Updated Eastside Transportation Partnership Agreement**" was presented for review. The Medina City Attorney has since reviewed the document.

Staff recommends that the Council approve the updated agreement.

"Updated Eastside Transportation Partnership Agreement" meets and supports Council's priority 3.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. **Efficient and Effective Government**
4. Public Safety and Health
5. Neighborhood Character and Community Building

Attachment

- Draft Eastside Transportation Partnership Agreement – redlined version
- Draft Eastside Transportation Partnership Agreement – clean version

Budget/Fiscal Impact: None

Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: "I move to approve the updated Eastside Transportation Partnership Agreement as presented."

Eastside Transportation Partnership Agreement

Parties to Agreement

City of Bellevue
 City of Bothell
 City of Issaquah
 City of Kenmore
 City of Kirkland
 City of Mercer Island
 City of Newcastle
 City of Redmond
 City of Renton
 City of Sammamish
 City of Woodinville
 King County
 Small Cities
 Town of Beaux Arts Village
 City of Clyde Hill
 Town of Hunts Point
 City of Medina
 Town of Yarrow Point
 Snoqualmie Valley Cities
 City of Carnation
 City of Duvall
 City of North Bend
 City of Snoqualmie

Transmitted to parties for approval and signature October 12, 2021.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as “Bellevue”; the CITY OF BOTHELL, hereafter known as “Bothell”; the CITY OF ISSAQUAH, hereafter known as “Issaquah”; the CITY OF KENMORE, hereafter known as “Kenmore”; the CITY OF KIRKLAND, hereafter known as “Kirkland”; THE CITY OF MERCER ISLAND, hereafter known as “Mercer Island”; the CITY OF NEWCASTLE, hereafter known as “Newcastle”; the CITY OF REDMOND, hereafter known as “Redmond”; the CITY OF RENTON, hereafter known as “Renton”; the CITY OF SAMMAMISH, hereafter known as “Sammamish”; the CITY OF WOODINVILLE, hereafter known as “Woodinville”; KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as “Beaux Arts”; the CITY OF CLYDE HILL, hereafter known as “Clyde Hill”; the TOWN OF HUNTS POINT, hereafter known as “Hunts Point”; the CITY OF MEDINA, hereafter known as “Medina”; the TOWN OF YARROW POINT, hereafter known as “Yarrow Point”; the CITY OF CARNATION, hereafter known as “Carnation”; the CITY OF DUVAL, hereafter known as “Duvall”; the CITY OF NORTH BEND, hereafter known as “North Bend”; the CITY OF SNOQUALMIE, hereafter known as “Snoqualmie”; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
3. Recommendations to Sound Transit on policies and capital and service plans and implementation.
4. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
9. Letters of support for transportation projects.

2.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs, and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects, such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
3. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

Full Voting Members	Number of Representatives/Votes
Bellevue	2
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Kirkland	2
Mercer Island	2
Newcastle	2
Redmond	2
Renton	2
Sammamish	2
Woodinville	2
Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point	2 (shared)
Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3
Limited Voting Members	Number of Representatives/Votes
Snohomish County	1

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) or co-chairs shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas, and rooms; collecting, administering, and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s) or co-chairs; attending Partnership meetings; and preparing Partnership meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether annual dues of \$100 or above per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

6.2. Yearly Dues: The Lead Agency may bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.3 Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2027, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2028 and ending no later than December 31, 2029.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue
By: _____
Date: _____

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By: _____
Date: _____

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Date: _____

City of Sammamish
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Date: _____

City of Woodinville
By: _____
Date: _____

King County
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Date: _____

Town of Beaux Arts Village
By: _____
Date: _____

City of Clyde Hill
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Date: _____

Town of Hunts Point
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Date: _____

Town of Yarrow Point
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Date: _____

City of Carnation
By: _____
Date: _____

City of Duvall
By: _____
Date: _____

City of North Bend
By: _____
Date: _____

City of Snoqualmie
By: _____
Date: _____

Eastside Transportation Partnership Agreement

Parties to Agreement

City of Bellevue
 City of Bothell
 City of Issaquah
 City of Kenmore
 City of Kirkland
 City of Mercer Island
 City of Newcastle
 City of Redmond
 City of Renton
 City of Sammamish
 City of Woodinville
 King County
 Small Cities
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 City of Clyde Hill
 Town of Hunts Point
 City of Medina
 Town of Yarrow Point
 Snoqualmie Valley Cities
 City of Carnation
 City of Duvall
 City of North Bend
 City of Snoqualmie

Transmitted to parties for approval and signature October 12, 2021.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as “Bellevue”; the CITY OF BOTHELL, hereafter known as “Bothell”; the CITY OF ISSAQUAH, hereafter known as “Issaquah”; the CITY OF KENMORE, hereafter known as “Kenmore”; the CITY OF KIRKLAND, hereafter known as “Kirkland”; THE CITY OF MERCER ISLAND, hereafter known as “Mercer Island”; the CITY OF NEWCASTLE, hereafter known as “Newcastle”; the CITY OF REDMOND, hereafter known as “Redmond”; the CITY OF RENTON, hereafter known as “Renton”; the CITY OF SAMMAMISH, hereafter known as “Sammamish”; the CITY OF WOODINVILLE, hereafter known as “Woodinville”; KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as “Beaux Arts”; the CITY OF CLYDE HILL, hereafter known as “Clyde Hill”; the TOWN OF HUNTS POINT, hereafter known as “Hunts Point”; the CITY OF MEDINA, hereafter known as “Medina”; the TOWN OF YARROW POINT, hereafter known as “Yarrow Point”; the CITY OF CARNATION, hereafter known as “Carnation”; the CITY OF DUVAL, hereafter known as “Duvall”; the CITY OF NORTH BEND, hereafter known as “North Bend”; the CITY OF SNOQUALMIE, hereafter known as “Snoqualmie”; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
3. Recommendations to Sound Transit on policies and capital and service plans and implementation.
4. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
9. Letters of support for transportation projects.

2.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs, and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects, such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
3. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
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13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

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City of North Bend
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Date: _____

City of Snoqualmie
By: _____
Date: _____



MEDINA, WASHINGTON

AGENDA BILL

Monday, March 10th, 2025

Subject: City Manager Recruitment

Category: Consent

Staff Contacts: Ryan Wagner, Finance/HR Director and Charlotte Archer, Assistant City Attorney

Summary

In Medina, the City Council selects a City Manager to serve as the chief executive officer of the City to implement policies and serve as the City's professional administrator. Due to the City Manager's impending retirement, the City Council is spearheading the recruitment process for a new City Manager. The Personnel Committee, aided by the HR Director and Legal, has been tasked with identifying a recruitment firm from the roster of qualified consultants through MRSC, reviewing and updating the City Manager job description for the recruitment effort, and reporting to the Council on progress.

The Personnel Committee is working with GMP Consultants for this recruitment process. The Committee will meet to discuss the advertising materials on Friday the 7th and will provide an update on these efforts and the anticipated timeline.

The updated job description has been brought back to Council for approval. This job description will be utilized by GMP for recruitment and the profile snapshot/advertisements.

The City Manager Recruitment meets and supports Council's priority 1.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. **Efficient and Effective Government**
4. Public Safety and Health
5. Neighborhood Character and Community Building

Attachments:

1. The updated job description for the City Manager position.

Budget/Fiscal Impact: Both the Finance Committee and Personnel Committee are evaluating the compensation range for this position to ensure the city is competitive for candidates.

Recommendation: Approve.

City Manager Approval:

Proposed Council Motion "I propose to approve the updated job description for the City Manager position".

**CITY OF MEDINA
POSITION DESCRIPTION**

Title	City Manager	Date Approved/Revised	[Feb. 2025]
Department	Executive	Classification	Non-Represented
Reports to	City Council	Salary Range	Per Contract
Supervises	Executive Staff & Department Directors	FLSA Status	Exempt

SUMMARY OF POSITION:

As the Chief Executive Officer of the City, appointed by and reporting directly to the City Council, the City Manager oversees the day-to-day operation of the City and the head of the administrative branch of the City. The City Manager is responsible to the City Council for the proper administration of all city business, and to advise on, implement and administer the policies adopted by the City Council.

The City of Medina promotes a collaborative and transparent environment, where ideas and feedback is valued and encouraged. The City Manager furthers a culture committed to providing the community with personalized service, fostering the vision outlined in the comprehensive plan, and always working to serve the public interest. The City Manager promotes an environment that encourages leadership throughout City Staff, connecting and fostering collaboration, department cohesion and forward-thinking, big-picture decision making. Leads a staff that will embrace key values such as inclusiveness, accountability, efficiency, integrity, transparency, and a commitment to serving the Medina community.

The City Manager ensures that city staff and direction is responsive to the leadership of the City Council; that high quality services are provided in an effective and efficient manner; and that the City of Medina brand is synonymous with a distinctive quality of life, environmental sustainability, ethical participatory government, and best in class practices.

KEY COMPETENCIES:

- **Executive Leadership:**
Providing strategic direction and leadership to all city departments, including staff appointments, performance evaluations, budget oversight, and internal and external communication.
- **Policy Development and Implementation:**
Oversees the development and implementation of all policy and program initiatives, and executes policies and directives established by the City Council, ensuring alignment with community goals.

- **Expertise:**
Utilizes experience to advise the City Council on all municipal issues, providing deliberate and informed recommendations on legislative matters relating to all facets of municipal operations, including but not limited to planning and land use, and public health and safety.
- **Budget Management:**
Preparation and implementation of the City's annual budget, and directs, allocates and organizes the City's resources, staff, and operations.
- **Project Management:**
Initiating and overseeing major City projects, ensuring timely completion and adherence to budget.
- **Emergency Preparedness:**
Developing and coordinating emergency response plans, managing crisis situations.
- **Council Liaison:**
Consistent and proactive communication with City Council by presenting updates and recommendations in a formal and ad hoc manner, attending meetings, and providing information for informed decision-making. Ability to lead and drive conversations to facilitate the City's navigation of complex issues.
- **Community Engagement:**
Fostering open communication with residents, businesses, and community organizations, addressing concerns and gathering feedback.
- **Open and transparent communication:**
Regularly check-in with employees and Council, actively listen to their concerns, and encourage open feedback loops to ensure everyone feels heard and valued.

ESSENTIAL FUNCTIONS: (duties include but are not limited to the following):

Generally, the City Manager ensures the City's efficient delivery of quality public services, functions as responsible stewards of Medina's financial and natural resources, celebrates diversity, leverages local talent, and promotes the safety, health, and quality of life of those who live, work, and play in Medina.

Main duties in furtherance of these essential functions include but are not limited to the following:

1. Carry out the strategic direction and policy of the City Council through diligent and comprehensive management of city staff and projects.

2. Utilizing big picture strategic thinking, directs and oversees the planning, design and development of city policy, processes and major projects including capital works.
3. Directs, allocates and organizes the City's resources, staff, and operations; oversees the development and implementation of all policy and program initiatives; and
4. Represents the City of Medina to the public and other outside agencies and manages media, public and partner relations and community engagement, exercising sensitivity to public perceptions and necessary and appropriate public process.
5. Manages and supervises all departments, agencies, and offices of the City to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
6. Foster a culture of trust, respect, and support where employees feel comfortable sharing ideas and concerns without fear of repercussions, ensuring alignment between departments in furtherance of a positive work environment. Utilize meetings effectively to discuss progress, share updates, and provide opportunities for team members to collaborate and share insights.
7. Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
8. Provides professional advice and expertise in municipal issues to the City Council, commissions and boards, and staff, engages with and makes associated presentations to Council, boards, commissions, civic groups, and the general public.
9. Executes the policy direction of, and is directly accountable to the City Council, which has the sole authority for appointment/removal of this position.
10. Serves as the Council's resource for expertise on citywide operations. Provide relevant information and context for Council during meetings and offer suggestions for improvements to city operations. The City Manager is the voice of the staff, and Council relies on that position to ensure that information is readily available.
11. Communicates Council directives, policies, and procedures to staff and the public.

12. Assures that initiatives and projects are performed within budget; performs cost control activities; monitors revenues and expenditures to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
13. Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
14. Oversees and is accountable for the management of major capital and public works projects, and to ensure open communication of project status and details with Council and the public.
15. Issues written and oral instructions; assigns duties and examines work for exactness and conformance to policies and procedures. Maintains harmony among workers and resolves grievances.
16. Appoints and removes all department heads, officers, and employees of the City, except members of the Council.
17. Sees that all laws and ordinances are faithfully performed.
18. Demonstrates a commitment to the importance of public safety, working collaboratively with the Police Chief to manage the City's police department.
19. Prepares and submits a preliminary annual City budget, working to fund Council priorities Administers the adopted budget of the City.
20. Facilitate strategic planning agendas with the City Council to establish and work towards long term goals.
21. Responsible for the coordination of the relationship and workload the City Attorney.
22. Attends all meetings of the Council.
23. Recommend for adoption by the Council such measures, as he/she may deem necessary or expedient.
24. Prepares and submits to the Council such reports as may be required by that body or as the manager may deem advisable to submit.

Other Duties:

Because of the small size of the City staff, each employee may be required to perform a wide range of duties from time to time. May serve as the head of one or more departments of City government where there is a need or vacancy.

QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification.)

Education and/or Experience:

Bachelor's degree from an accredited four-year college or university in public administration, urban planning, political science, business management or a closely related field, or any combination of education and experience that has provided the equivalent knowledge, skills, and abilities. Significant experience in local government management, ideally seven (7) years of progressively responsible applicable local government experience.

License/Certificate: Possession of, or ability to obtain, a valid Washington driver's license without record of suspension or revocation in any state.

KNOWLEDGE/ABILITIES/SKILLS: (The following are a representative sample necessary to perform essential duties of the position.)

Knowledge Of:

In this role, proficiency in a multitude of disciplines is paramount.

- This includes a comprehensive grasp of business and management principles, encompassing strategic planning, resource allocation, leadership techniques, and the coordination of personnel and resources.
- Additionally, a firm understanding of modern policies and practices in public administration is essential, covering areas such as municipal finance, public works, safety, and community development.
- Skilled and knowledgeable legal acumen is also vital, spanning laws, court procedures, government regulations, and the democratic political process.
- Moreover, expertise in economic development strategies, human resources management, and understanding human behavior and performance is crucial.
- This entails recognizing individual differences in abilities, personality traits, interests, and motivations, as well as understanding group dynamics, societal trends, and cultural influences.
- Proficiency in providing exemplary customer service is imperative, from needs assessment to maintaining quality standards and evaluating customer satisfaction.
- A solid command of the English language, including spelling, composition rules, and grammar, is indispensable, alongside familiarity with media production and communication techniques across various platforms, ensuring effective dissemination of information through written, oral, and visual media channels.

Ability To:

This position requires a diverse skill set to effectively manage municipal operations. Project management skills are essential for seeing assignments through to completion. Excellent communication and interpersonal skills to effectively interact with residents, Council and staff. Responsibilities encompass preparing and managing budgets, directing programs, and generating comprehensive reports. Strong people skills are crucial, including active listening, clear communication, and the ability to adjust actions in response to others. Building and maintaining productive relationships with employees, officials, and the public is paramount. Analytical abilities are necessary for understanding written documents, assessing costs and benefits, and adapting to the latest information for problem-solving and decision-making. Monitoring performance and implementing improvements, motivating, and guiding staff, and identifying and resolving complex problems are key aspects of the role. Moreover, it requires the capacity to anticipate system changes and their impacts, empathetically understanding others' reactions, facilitating conflict resolution, and persuading others when necessary.

Skill To:

Operate of a variety of computer applications including applicable software.

PHYSICAL, MENTAL AND ENVIRONMENTAL CONDITIONS:

The physical activities and environmental factors described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The rating scale used in this section is: Occasionally 1 – 33% of work time, frequently 34 – 65% of work time and Continuously 66 – 100% of work time. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is continuously required to sit uninterrupted for up to 4 hours – 6 hours per shift, grasp, finger repetitively with both hands, talk and hear. The employee is frequently required to twist, reach at the waist and occasionally below the waist and above the shoulder. The employee is occasionally required to stand and walk uninterrupted for up to 10 minutes – 30 minutes per shift; use foot controls and drive a vehicle.

Specific vision abilities required by this job include near and far acuity and the ability to adjust focus. Work is generally performed in an office setting. The noise level in the work environment is usually quiet.

LEGAL and REGULATORY EMPLOYMENT CONDITIONS

This classification description does not constitute an employment agreement between the City and employee. It is subject to change by the City as the needs of the City and requirements change. Position specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a

classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

Fair Labor Standards Act (FLSA): Employees in this classification are exempt under the FLSA.

Appointment and Removal Authority: The City Council is the appointing authority of the City Manager with the power of appointment and removal.

Approvals:

City Manager _____ Date _____
The City Council Representative _____ Date _____

ACKNOWLEDGMENT:

I acknowledge that I have read the job description and requirements for the City Manager position, and I certify that I have the necessary education, knowledge, experience, and physical requirements required to perform the essential functions of this position.

_____ Date _____



MEDINA, WASHINGTON

AGENDA BILL

Monday, March 10, 2025

Subject: Middle Housing Update

Category: Discussion

Staff Contact(s): Jonathan G. Kesler, AICP – Planning Manager and Kirsten Peterson, Senior Project Manager, SCJ Alliance

Summary

The work on the middle housing project continues to progress on schedule. This memo will provide a brief update on the current status of the middle housing project and an outline of next steps anticipated by planning staff.

On January 27, 2025, City Council held a work session to review the work completed on the unit lot and zero lot line ordinances and to allow for dialogue on lingering questions related to middle housing. This was followed by an item on the regular meeting agenda the same evening to review the status of the middle housing project and to the results of the community engagement survey.

Following the Council meeting, planning staff met with the City Attorney and the consulting firm to draft a timeline for the remaining steps. The proposed timeline is as follows:

1. March 10, 2025 - City Council meeting:
 - Review middle housing status and timeline
2. March 24, 2025 - City Council Meeting:
 - Review Draft Middle Housing Ordinance
 - Review Draft Subdivision Ordinance
3. March 25, 2025 – Begin SEPA Checklist preparation
4. March 25, 2025 - Document Submission
 - Commerce 60-day notice submittal date
 - SEPA 30-day comment period begins
5. March 25, 2025 - Planning Commission
 - Review ordinances sent to Commerce
6. April 22, 2025 - Planning Commission Public Hearing
 - Middle Housing Ordinance
 - Unit lot subdivision ordinance
7. April 28, 2025 - City Council
 - Review outcome of Planning Commission hearing

8. May 12, 2025 - City Council Discussion
 - Middle housing ordinance
 - Unit lot subdivision ordinance
9. May 27, 2025 – City Council Public Hearing
 - Take action on Middle Housing and Unit Lot Subdivision Ordinances
10. Submit ordinances to Department of Commerce
 - Prior to June 30, 2025 deadline

Council has identified other topics for review that are related to middle housing, but which are not required for inclusion in the Middle Housing Ordinance. Staff recommends that those additional topics be considered in a separate ordinance for potential adoption later in the year. The selected topics will be considered in future work sessions and Council meetings.

As discussed in previous meetings, the City of Medina is subject to the Tier 3 middle housing requirements, as set forth in House Bills 1110 and 2321. RCW 36.70A.636 specifies that cities must adopt their middle housing ordinance no later than 6 months following the adoption of their Comprehensive Plan. Furthermore, RCW 36.70A.636(2)(b) states:

(b) In any city subject to RCW [36.70A.635](#) that has not passed ordinances, regulations, or other official controls within the time frames provided under RCW [36.70A.635](#)(11), the model ordinance supersedes, preempts, and invalidates local development regulations until the city takes all actions necessary to implement RCW [36.70A.635](#).

A copy of the model ordinance specific to Tier 3 cities has been included for consideration.

For communities that do not adopt the required language, which is included in BOLD language, the model ordinance will take effect. Some of the most notable differences are found in Section 7 of the model ordinance, which describes the allowed dimensional standards. Specifically, height allowances would be set at 35 ft and the setbacks would be set as follows: 5 ft side yard, 15 ft front yard, 20 ft garage front yard, and 20 ft rear yard, with some exceptions for zero lot lines, alleys, etc. Maximum lot coverage is 40 percent.

In comparison, the setbacks in the current Medina code are as follows: Maximum height is 25 feet for residential. Side yard setbacks are 10 feet, and front and rear property setbacks range from 25 feet to 30 depending on lot size. Lot coverage ranges from 21 to 30 percent, depending on lot size.

This Middle Housing Land Use Code Update project continues to meet and support Council's priorities 1, 2 and 5.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character and Community Building

Attachment(s)

- Exhibit 1 – Tier 3 Cities Middle Housing Model Ordinance 10-24-2024 Update

Budget/Fiscal Impact: Proceeding with the Middle Housing Scope of Work is consistent with the City's obligations under the Commerce Middle Housing Grant. By meeting the required milestones, the City will be able to draw from the grant funds.

Recommendation: Discussion only; no action needed.

City Manager Approval:



Proposed Council Motion: N/A, no action needed at this meeting.

Time Estimate: 10 minutes

TIER 3 CITIES MIDDLE HOUSING MODEL ORDINANCE

UPDATE | October 24, 2024

This Middle Housing Model Ordinance helps cities implement the middle housing requirements of the Growth Management Act. This Tier 3 model applies to cities with a population of less than 25,000, that are within a contiguous urban growth area with the largest city in a county with a population of more than 275,000, based on 2020 [Office of Financial Management population estimates](#).

The Department of Commerce's authority to publish this Model Ordinance is provided in [RCW 36.70A.636\(2\)\(a\)](#) and (b), which state:

“(2) (a) The department shall publish model middle housing ordinances no later than six months following July 23, 2023.

(b) In any city subject to RCW 36.70A.635 that has not passed ordinances, regulations, or other official controls within the time frames provided under RCW 36.70A.635(11), the model ordinance supersedes, preempts, and invalidates local development regulations until the city takes all actions necessary to implement RCW 36.70A.635.”

In 2023 the Washington Legislature passed Engrossed 2nd Substitute House Bill 1110 (“E2SHB 1110”; chapter 332, Laws of 2023), commonly referred to as “HB 1110”. In 2024 the Washington Legislature passed Engrossed Substitute House Bill 2321 (“ESHB 2321”; chapter 152, Laws of 2024), commonly referred to as “HB 2321”, which modified some of the requirements originally established by HB 1110. This Model Ordinance was originally published on January 23, 2024, and was updated after the passage of HB 2321. The Model Ordinances have two text styles meant to address implementation of HB 1110 and HB 2321:

- **Bold text in the Model Ordinances** represents provisions from [RCW 36.70A.635](#) that cities subject to the law must implement.
- The non-bold text are standards that are optional for a city to use. Cities may choose to revise these optional standards, as well as adopt all, some, or none of the optional provisions. However, the non-bold text will apply to a city that does not pass ordinances, regulations, or other local controls to implement RCW 36.70A.635 within the time frame required by RCW 36.70A.635(11), until such time the city takes all actions necessary to implement RCW 36.70A.635. Certain optional standards are included in the Model Ordinance for this specific reason, to allow a city to have basic standards for certain middle housing types (such as cottage housing) should the Model Ordinance temporarily be in effect.

The diagram below summarizes the scenarios in which this Model Ordinance applies.

Scenario 1

City adopts regulations complying with RCW 36.70A.635 by its deadline*

- **Bold text** is integrated
(required by RCW 36.70A.635)
- Non-bold text is optional

Scenario 2

City has not adopted regulations complying with RCW 36.70A.635 by its deadline*

- **Bold text** is in effect
(required by RCW 36.70A.635)
- Non-bold text is in effect

Later, after the deadline, city adopts regulations complying with RCW 36.70A.635

- **Bold text** is integrated
(required by RCW 36.70A.635)
- Non-bold text is optional

* *Deadline is six months after a city's next periodic comprehensive plan update required by RCW 36.70A.130*

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY/TOWN OF _____, WASHINGTON, IMPLEMENTING THE REQUIREMENTS OF ENGROSSED SUBSTITUTE HOUSE BILL (E2SHB) 1110 AND ENGROSSED SUBSTITUTE HOUSE BILL (ESHB) HB 2321, ADDING NEW SECTIONS _____, AMENDING SECTIONS _____, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2023 the Washington State legislature passed Engrossed Substitute House Bill (E2SHB) 1110 (chapter 332, Laws of 2023) related to middle housing; and

WHEREAS, in passing E2SHB 1110 (chapter 332, Laws of 2023) the State legislature found that Washington is facing an unprecedented housing crisis for its current population and a lack of housing choices, and is not likely to meet affordability goals for future populations; and

WHEREAS, the State legislature further found that in order to meet the goal of 1,000,000 new homes statewide by 2044, and enhanced quality of life and environmental protection, innovative housing policies will need to be adopted and that increasing housing options that are more affordable to various income levels is critical to achieving the state's housing goals, including those established by the legislature in Engrossed Second Substitute House Bill No. 1220 (chapter 254, Laws of 2021); and

WHEREAS, the State legislature further found:

There is continued need for the development of housing at all income levels, including middle housing that will provide a wider variety of housing options and configurations to allow Washingtonians to live near where they work;

Homes developed at higher densities are more affordable by design for Washington residents both in their construction and reduced household energy and transportation costs;

While creating more housing options, it is essential for cities to identify areas at higher risk of displacement and establish anti-displacement policies as required in Engrossed Second Substitute House Bill No. 1220 (chapter 254, Laws of 2021);

The state has made historic investments in subsidized affordable housing through the housing trust fund, yet even with these historic investments, the magnitude of the housing shortage requires both public and private investment;

and

In addition to addressing the housing shortage, allowing more housing options in areas already served by urban infrastructure will reduce the pressure to develop natural and working lands, support key strategies for climate change, food security, and Puget Sound recovery, and save taxpayers and ratepayers money.

WHEREAS, E2SHB 1110 (chapter 332, Laws of 2023) is primarily codified in the Revised Code of Washington (RCW) section 36.70A.635; and

WHEREAS, in 2024 the Washington State legislature passed Engrossed Substitute House Bill (ESHB) 2321 (chapter 152, Laws of 2024), which modified certain middle housing requirements in RCW 36.70A.635, as well as amended definitions in RCW 36.70A.030; and

WHEREAS, on _____, the city/town council passed Ordinance No. _____ incorporating middle housing policies into the Housing Element of the Comprehensive Plan as required by House Bill 1220 (chapter 254, Laws of 2021); and

WHEREAS, on _____, the city/town transmitted a copy of the proposed ordinance to the Washington State Department of Commerce in accordance with RCW 36.70A.106 at least 60 days in advance of adoption for the required 60-day State review period; and

WHEREAS, on _____, the city/town issued a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) on the proposed ordinance, which is a non-project proposal; and

WHEREAS, during the course of developing the proposed ordinance, various means of public outreach were used including, but not limited to, public meetings, a middle housing webpage, presentations at various community groups, notification of public hearings; and

WHEREAS, the city/town planning commission held work sessions on _____ to study and review matters related to implementing RCW 36.70A.635; and

WHEREAS, on _____, the city/town Planning Commission held a duly noticed public hearing on the proposed ordinance, accepted testimony and made a recommendation to the _____ city/town council; and

WHEREAS, on _____, the city/town council held a duly noticed public hearing to consider the planning commission recommendation and accept public testimony; and

WHEREAS, adoption of the ordinance will bring the city/town into compliance with RCW 36.70A.635) and will serve the general welfare of the public;

NOW THEREFORE BE IT ORDAINED BY THE CITY/TOWN COUNCIL AS FOLLOWS

Section 1 – Purpose

The purpose of this middle housing ordinance (“ordinance”) is to:

- A. Implement Engrossed Second Substitute House Bill 1110 and Engrossed Substitute House Bill 2321, codified in RCW 36.70A.030, 36.70A.280, 36.70A.635, 36.70A.636, 36.70A.637, 36.70A.638, 43.21C.495, and 43.21C.450, 64.32, 64.34, and 64.38, and 64.90, by providing land use, development, design, and other standards for middle housing developed on all lots zoned predominantly for residential use.
- B. If necessary, supersede, preempt, and invalidate the city’s development regulations that conflict with this ordinance until such time the city takes all actions necessary to implement RCW 36.70A.635, if the city has not taken action necessary to implement RCW 36.70A.635 by the time frame required by RCW 36.70A.635(11). The model ordinance shall remain in effect until the city has taken all necessary actions to implement RCW 36.70A.635.**

Section 2 – General Provisions

- A. Nothing in this ordinance prohibits the city from permitting detached single-family residences.
- B. Nothing in this ordinance prohibits the city from requiring any development, including middle housing development, to provide affordable housing, either on-site or through an in-lieu payment, nor limit the city's ability to expand or modify the requirements of an existing affordable housing program enacted under RCW 36.70A.540.
- C. Nothing in this ordinance requires the issuance of a building permit if other federal, state, and local requirements for a building permit are not met.
- D. Nothing in this ordinance affects or modifies the responsibilities of the city to plan for or provide "urban governmental services" as defined in RCW 36.70A.030.
- E. The city shall not approve a building permit for middle housing without compliance with the adequate water supply requirements of RCW 19.27.097.
- F. The city shall not require through development regulations any standards for middle housing that are more restrictive than those required for detached single-family residences, but may apply any objective development regulations that are required for detached single-family residences, including, but not limited to, set-back, lot coverage, stormwater, clearing, and tree canopy and retention requirements.
- G. The same development permit and environmental review processes shall apply to middle housing that apply to detached single-family residences, unless otherwise required by state law including, but not limited to, shoreline regulations under chapter 90.58 RCW, building codes under chapter 19.27 RCW, energy codes under chapter 19.27A RCW, or electrical codes under chapter 19.28 RCW.
- H. Conflicts. In the event of a conflict between this ordinance and other development regulations applicable to middle housing, the standards of this ordinance control except that, this subsection shall not apply to shoreline regulations under Chapter 90.58.RCW.

Section 3 – Definitions

The following definitions shall apply for the purposes of this ordinance, notwithstanding other definitions in the city's development regulations:

“Administrative design review” means a development permit process whereby an application is reviewed, approved, or denied by the planning director or the planning director’s designee based solely on objective design and development standards without a public predecision hearing, unless such review is otherwise required by state or federal law, or the structure is a designated landmark or historic district established under a local preservation ordinance. A city may utilize public meetings, hearings, or voluntary review boards to consider, recommend, or approve requests for variances from locally established design review standards.

“All lots zoned predominantly for residential use” means all zoning districts in which residential dwellings are the predominant use. This excludes lands zoned primarily for commercial, industrial, and/or public uses, even if those zones allow for the development of detached single-family residences. This also excludes lands zoned primarily for mixed uses, even if those zones allow for the development of detached single-family residences, if the zones permit by-right multifamily use and a variety of commercial uses, including but not limited to retail, services, eating and drinking establishments, entertainment, recreation, and office uses.

“Cottage housing” means residential units on a lot with a common open space that either: (a) Is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space.

“Courtyard apartments” means attached dwelling units arranged on two or three sides of a yard or court.”

“Development regulations” or “regulation” means the controls placed on development or land use activities by a county or city, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto. A development regulation does not include a decision to approve a project permit application, as defined in RCW 36.70B.020, even though the decision may be expressed in a resolution or ordinance of the legislative body of the county or city.

“Development standards” means controls placed by the city on building or site design and development including parking requirements, floor area allowances, density allowances, minimum lot coverage, and other dimensional standards.

“Fiveplex” means a residential building with five attached dwelling units.

“Fourplex” means a residential building with four attached dwelling units.

“Major transit stop” means:

- (a) a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;**
- (b) commuter rail stops;**
- (c) stops on rail or fixed guideway systems; or**
- (d) stops on bus rapid transit routes, including those stops that are under construction.**

"Middle housing" means buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing.

"Single-family zones" means those zones where single-family detached residences are the predominant land use.

"Sixplex" means a residential building with six attached dwelling units.

"Stacked flat" means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

"Tier 3 city" means a city with a population of less than 25,000, that is within a contiguous urban growth area with the largest city in a county with a population of more than 275,000, based on 2020 Office of Financial Management population estimates.

"Triplex" means a residential building with three attached dwelling units.

"Townhouses" means buildings that contain three or more attached single-family dwelling units that extend from foundation to roof and that have a yard or public way on not less than two sides.

"Unit density" means the number of dwelling units allowed on a lot, regardless of lot size.

Section 4 – Applicability

- A. The provisions of this ordinance shall apply to all lots zoned predominantly for residential use, unless otherwise noted.
- B. The provisions of this ordinance do not apply to:
1. Portions of a lot, parcel, or tract designated with critical areas designated under RCW 36.70A.170 or their buffers as required by RCW 36.70A.170, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.
 2. A watershed serving a reservoir for potable water if that watershed is or was listed, as of July 23, 2023, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).
 3. Lots that have been designated urban separators by countywide planning policies as of July 23, 2023.
 4. A lot that was created through the splitting of a single residential lot.

Section 5 – Unit Density

- A. The permitted unit density on all lots zoned predominantly for residential use is two units per lot, unless zoning permitting higher densities or intensities applies.
- B. The standard of subsection (A) does not apply to lots after subdivision below 1,000 square feet unless the city has a smaller allowable lot size in the zone.
- C. Accessory dwelling units do not count as units for the purposes of this section.

Section 6 – Middle Housing Types Allowed

Subject to the requirements of RCW 36.70A.635(5), on all lots zoned predominantly for residential use the following uses are permitted by-right, unless zoning permitting higher densities or intensities than those listed in Section 5 of this ordinance applies.

- A. Duplexes
- B. Stacked flats.
- C. Cottage housing.
- D. Courtyard apartments.

Section 7 – Dimensional Standards

A. Applicability.

1. **The city shall not require through development regulations any standards for middle housing that are more restrictive than those required for detached single-family residences, but may apply any objective development regulations that are required for detached single-family residences. This includes, but is not limited to, the following types of dimensional standards: building height, setbacks, lot coverage, floor area ratio, lot area and lot dimension, impervious surface, open space, and landscaped area standards.**
2. Dimensional standards invalidated by this section are replaced by the dimensional standards provided in this section.

B. Density. Lot area requirements and unit density shall comply with Section 5 of this ordinance. Other restrictions, such as minimum lot area per unit, or maximum number of housing units per acre, are invalid in relationship to the minimum number of units per lot that the city must allow under RCW 36.70A.635.

C. Units per structure. Minimum and maximum numbers of dwelling units per structure for middle housing are invalid, except as provided by the definitions of middle housing types in Section 2 of this ordinance.

D. Maximum building height: 35 feet. A maximum building height limit for middle housing of less than 35 feet is invalid.

1. Building height shall be measured in accordance with the city's development regulations.
2. Rooftop appurtenances shall be regulated and measured in accordance with the city's development regulations.

E. Minimum setbacks.

1. The minimum required setbacks are as follows. Minimum setbacks from property lines for middle housing buildings greater than the following are invalid:

- a. Street or front: 15 feet, except 10 feet for lots with a unit density of three or more.
- b. Street or front, garage door (where accessed from a street): 20 feet.
- c. Side street: Five feet.
- d. Side interior: Five feet, and zero feet for attached units internal to the development.
- e. Rear, without an alley: 20 feet.
- f. Rear alley: Zero feet, and three feet for a garage door where it is accessed from the alley.

2. Setback projections.

- a. Covered porches and entries may project up to five feet into required front and rear setbacks.
- b. Balconies and bay windows may project up to three feet into required front and rear setbacks.

- c. Required parking spaces may occupy required setbacks.
- d. Other setback projections shall be regulated and measured in accordance with the city's development regulations.

F. Maximum lot coverage.

1. The maximum lot coverage for middle housing is 40 percent. A maximum lot coverage limit for middle housing of less than 40 percent is invalid.
2. Unless the city has a different pre-existing approach to measuring lot coverage, lot coverage is measured as follows: the total area of a lot covered by buildings or structures divided by the total amount of site area minus any required or planned dedication of public rights-of-way and/or designation of private rights-of-way. Lot coverage does not include building overhangs such as roof eaves, bay windows, or balconies and it does not include paved surfaces.

Section 8 – Design Standards

A. Applicability.

1. These standards apply to all middle housing types developed with up to six units on a lot. Specific cottage housing and courtyard apartment standards apply only to those types.
2. For the purposes of this section, a “street” refers to any public or private street and does not include alleys.
3. These design standards do not apply to the conversion of a structure to a middle housing type with up to four attached units, if the floor area of the structure does not increase more than 50 percent.

B. Purpose. The purpose of these standards is to:

1. Promote compatibility of middle housing with other residential uses, including single-family houses.
2. De-emphasize garages and driveways as major visual elements along the street.
3. Provide clear and accessible pedestrian routes between buildings and streets.
4. Implement the definitions of cottage housing and courtyard apartments provided by state law.

C. Design review. **The process used for reviewing compliance with middle housing design standards shall be administrative design review.**

D. Cottage housing.

1. **Open space. Open space shall be provided equal to a minimum 20 percent of the lot size. This may include common open space, private open space, setbacks, critical areas, and other open space.**
2. Common open space.
 - a. **At least one outdoor common open space is required.**
 - b. Common open space shall be provided equal to a minimum of 300 square feet per cottage. Each common open space shall have a minimum dimension of 15 feet on any side.
 - c. Orientation. Common open space shall be bordered by cottages on at least two sides. At least half of cottage units in the development shall abut a common open space and have the primary entrance facing the common open space.
 - d. Parking areas and vehicular areas shall not qualify as common open space.
 - e. Critical areas and their buffers, including steep slopes, shall not qualify as common open space.
3. Entries. All cottages shall feature a roofed porch at least 60 square feet in size with a minimum dimension of five feet on any side facing the street and/or common open space.
4. Community building.

- a. A cottage housing development shall contain no more than one community building.
- b. A community building shall have no more than 2,400 square feet of net floor area, excluding attached garages.
- c. A community building shall have no minimum off-street parking requirement.

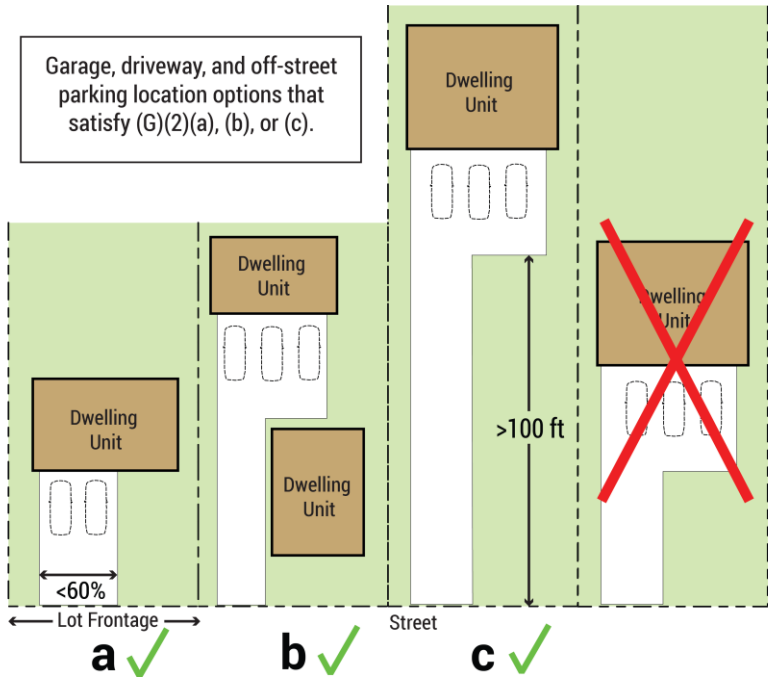
E. Courtyard apartments.

1. Yard or court.
 - a. **At least one yard or court is required.**
 - b. **The yard or court shall be bordered by attached dwelling units on two or three sides.**
 - c. The yard or court shall be a minimum dimension of 15 feet on any side.
 - d. Parking areas and vehicular areas do not qualify as a yard or court.
2. Entries. Ground-related courtyard apartments shall feature a covered pedestrian entry, such as a covered porch or recessed entry, with minimum weather protection of three feet by three feet, facing the street or yard or court.

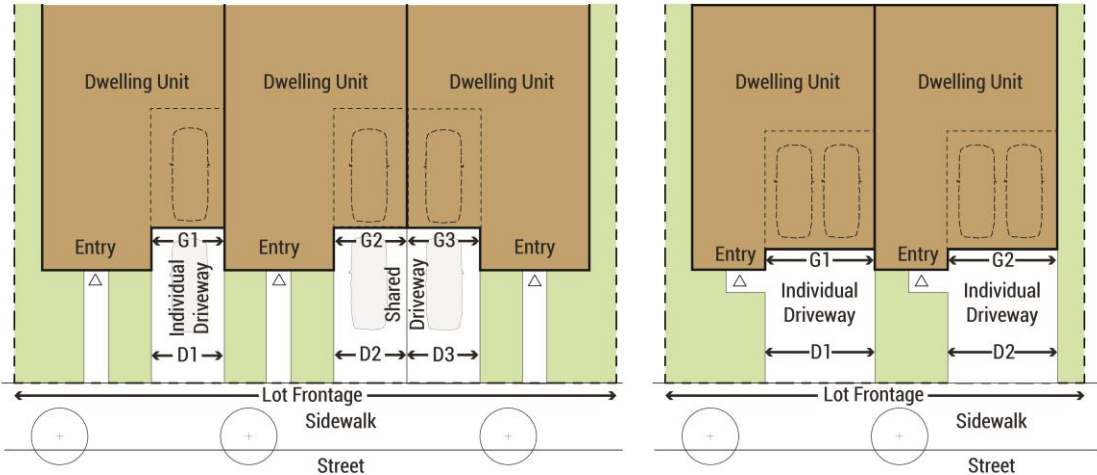
F. Pedestrian access. A paved pedestrian connection at least three feet wide is required between each middle housing building and the sidewalk (or the street if there is no sidewalk). Driveways may be used to meet this requirement.

G. Vehicle access, carports, garages, and driveways.

1. For lots abutting an improved alley that meets the city's standard for width, vehicular access shall be taken from the alley. Lots without access to an improved alley and taking vehicular access from a street shall meet the other standards of subsection (G)(2) through (5) below.
2. Garages, carports, driveways, and off-street parking areas shall not be located between a building and a street, except when any of the following conditions are met:
 - a. The combined width of all garages, driveways, and off-street parking areas does not exceed a total of 60 percent of the length of the street frontage property line. This standard applies to buildings and not individual units; or
 - b. The garage, driveway, or off-street parking area is separated from the street property line by a dwelling; or
 - c. The garage, driveway, or off-street parking is located more than 100 feet from a street.



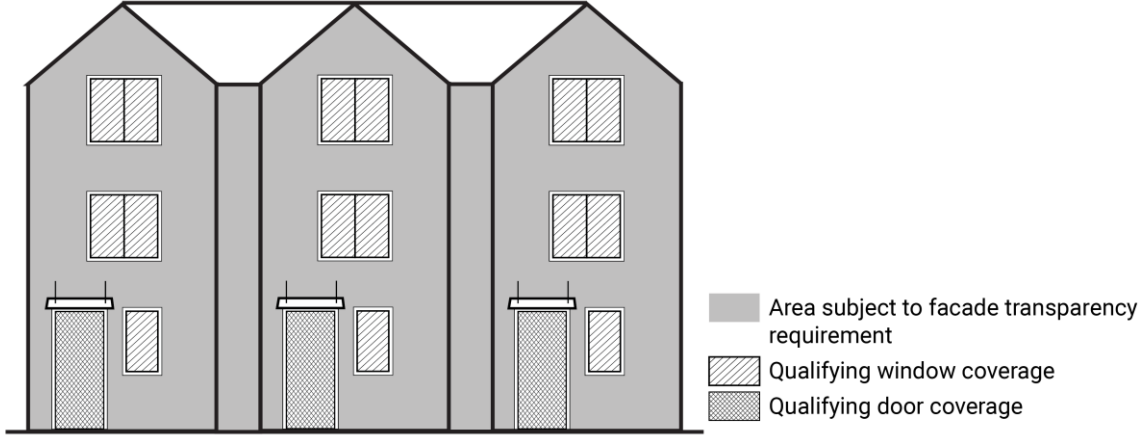
- 3. All detached garages and carports shall not protrude beyond the front building façade.
- 4. The total width of all driveway approaches shall not exceed 32 feet per frontage, as measured at the property line. Individual driveway approaches shall not exceed 20 feet in width.
- 5. Local jurisdiction requirements for driveway separation and access from collector streets and arterial streets shall apply.



$\frac{(G1+G2+G3)}{\text{Lot Frontage}}$ must be no more than 60%
 (D1+D2+D3) must not exceed 32 feet per frontage
 Individual driveway width (any "D#") shall not exceed 20 feet

H. Landscaping. Development regulations for landscaping and tree standards for middle housing shall be equally or less restrictive than those required for detached single-family residences.

- I. Entries. Each building shall incorporate a primary building entry or one or more private unit entries, such as a covered porch or recessed entry. Each entry shall feature minimum weather protection of three feet by three feet.
- J. Windows and doors. A minimum of 15 percent of the area of the street-facing façade elevation shall include windows or doors (excluding garage doors). Facades separated from the street by a dwelling or located more than 100 feet from a street are exempt from this standard.



Section 9 – Parking Standards

- A. These standards apply to all housing meeting the definition of middle housing in Section 3, except as noted in subsection (C) of this section.
- B. Off-street parking for middle housing shall be subject to the following:
1. No off-street parking shall be required within one-half mile walking distance of a major transit stop.¹
 2. A maximum of one off-street parking space per unit shall be required on lots no greater than 6,000 square feet, before any zero lot line subdivisions or lot splits.²
 3. A maximum of two off-street parking spaces per unit shall be required on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits.³
- C. The provisions of subsection (A) do not apply to:
1. Portions of the city for which the Department of Commerce has certified a parking study in accordance with RCW 36.70A.635(7)(a), in which case off-street parking requirements shall be as provided in the certification from the Department of Commerce.
 2. Portions of the city within a one-mile radius of a commercial airport in Washington with at least 9,000,000 annual enplanements in accordance with RCW 36.70A.635(7)(b).

¹ [RCW 36.70A.635\(6\)\(d\)](#). This standard applies only to middle housing, not all development. However, elimination or adjustment of other parking standards near major transit stops is encouraged. See the local policy choice and discussion sections

² RCW 36.70A.635(6)(e)

³ RCW 36.70A.635(6)(f)

Section 10 – Infrastructure Standards

- A. Transportation. Regulations for driveways, frontage improvements, alley improvements, and other transportation public works and engineering standards shall not be more restrictive for middle housing than for detached single-family residences, except as addressed by this ordinance.
- B. Lot Access/Road Standards.
1. Private driveway access shall be permitted for middle housing development with any number of units when a fire apparatus access road is within 150 feet of all structures on the lot and all portions of the exterior walls of the first story of the buildings, as measured by an approved route around the exterior of the buildings.
 2. When a fire apparatus road is not within 150 feet of all structures on the lot, subsection (B)(1) does not apply and one of the following conditions must be met:
 - a. The building is equipped throughout with an approved automatic sprinkler system meeting International Fire Code requirements.
 - b. No more than two units are accessed via the same private driveway.
 - c. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
 3. Private driveways shall not be required to be wider than 12 feet and shall not be required to have unobstructed vertical clearance more than 13 feet six inches except when it is determined to be in violation of the International Fire Code or other fire, life, and safety standards, such as sight distance requirements.
 4. Private driveway access, separate from access to an existing home, shall be permitted unless it is determined to be in violation of the International Fire Code or other fire, life, safety standards, such as site distance requirements.
 5. This subsection is not intended to limit the applicability of the adopted International Fire Code, except as otherwise presented in this subsection.

Section 11 – Severability

If any section, subsection, clause, sentence, or phrase of this ordinance should be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 12 – Authority to Make Necessary Corrections

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

Section 13 – Effective Date

The ordinance shall take effect and be in full force five days after publication of the attached summary which is hereby approved.

APPROVED

MAYOR

ATTEST/AUTHENTICATED: _____
CITY/TOWN CLERK

APPROVED AS TO FORM: _____
OFFICE OF THE CITY/TOWN ATTORNEY:

PASSED BY THE CITY/TOWN COUNCIL:
PUBLISHED:
EFFECTIVE DATE:



MEDINA, WASHINGTON

AGENDA BILL

Monday, March 10, 2025

Subject: Business License Discussion

Category: Discussion and Direction

Staff Contact(s): Ryan Wagner, Finance & HR Director

Summary

The purpose of this discussion is to bring Business Licenses back to Council, for direction on a Go Live Date, and to determine how the work will be done going forward.

During the first July meeting, Eric Jones from the Department of Revenue gave a presentation and answered questions on Business Licenses and their potential benefit to the city. At the second July meeting, Finance Director Ryan Wagner led a preliminary discussion with Council and was directed to bring back refined templates for discussion.

During the September 23rd meeting, the Council voted to go forward with implementing Business Licenses.

The following is an outline of the meeting with time estimates.

Overview of what brought us to this point – [5 Minutes](#)

Discussion on Business Licenses with direction on the following – [25 minutes](#)

- *Go live date*
 - o *Will drive the timeline going forward.*
 - o *Q4 2025 or March of 2026.*
- *How does the work get done?*
 - o *Delegate license structure to Finance Committee.*
 - o *Schedule a workshop with the full Council to build out the business requirements.*

“Business License Discussion” meets and supports Council’s priorities 1 and 3.

Council Priorities:

- 1. Financial Stability and Accountability**
2. Quality Infrastructure
- 3. Efficient and Effective Government**
4. Public Safety and Health
5. Neighborhood Character and Community Building

Attachment

- 1) Business License Discussion Information

Budget/Fiscal Impact: Budget Discussion, Staff Time Only for Business Licenses.

Recommendation: Discussion and approval.

City Manager Approval:

**Proposed Council Motion:**

1. "I move that the City officially launch Business Licenses on [insert date]."
2. "I move that the Finance Committee collaborate with City staff and the Department of Revenue to draft and finalize the business requirements necessary for implementing Business Licenses in Medina."

Time Estimate: 30 minutes

Business License Discussion

Business Licenses are utilized by over 217 cities and towns within Washington State, as of September of 2023. Managed through the Department of Revenue's licensing system, it gives a City like Medina a free easy to use tool that provides various benefits. These benefits include the following,

- Compliance and Regulation:
 - By requiring licenses, cities can ensure businesses adhere to local laws, health codes, and safety standards, protecting citizens from potential harm and maintaining order within the community.
- Revenue Generation:
 - Licensing fees collected from businesses provide a consistent source of income for the city, which can be used to fund essential services like infrastructure improvements, public safety initiatives, and community programs.
- Business Monitoring:
 - A licensing system allows cities to track business activities, identify potential issues, and respond to concerns more effectively.
- Consumer Protection:
 - By verifying business legitimacy through licensing, cities can help prevent fraudulent activities and build consumer confidence.
- Economic Development:
 - Streamlining the licensing process can encourage entrepreneurship and attract new businesses to the city, leading to job creation and economic growth.
- Targeted Regulation:
 - Different types of businesses can be subject to specific licensing requirements, allowing cities to tailor regulations to the unique needs of each industry.
- Emergency Response:
 - Accurate business information gathered through licensing can aid emergency services in responding to incidents more efficiently.

What is Needed Today

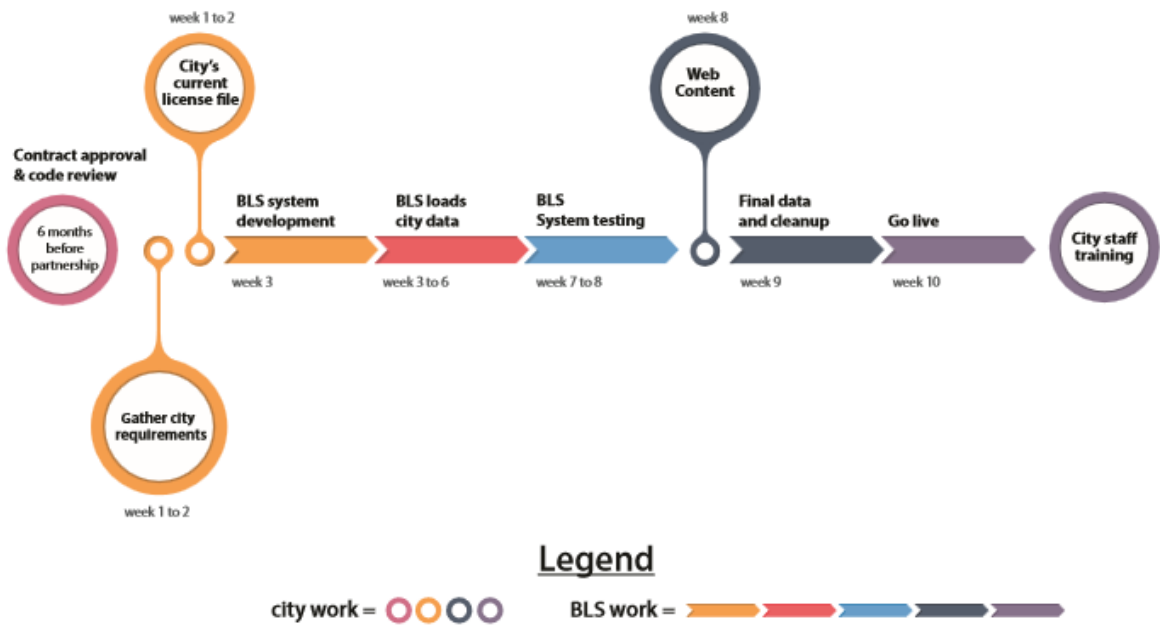
1) Select a go live date

The city has two options for when to implement Business Licenses, Q4 2025 or March of 2026. Both these dates have separate timelines for when Medina needs to complete certain action items.

For a Q4 2025 start date, the city would need to provide DOR with the structure and business requirements by the end of April.

For a March 2026 start, the city could wait until later in the summer to finalize the business requirements.

Sample timeline:



- 2) How will the discussion and decision making be handled?
 - a. Council could delegate the task to Finance Committee.
 - b. A study session or workshop could be scheduled to have a roundtable discussion with the full Council.

Additional Information

What business licenses do other cities have?

City	New License Fee	Renewal Fee	B&O	Employee Fee?
Bainbridge Is	\$74	same	yes	no
Carnation	\$75	same	no	no
Clyde Hill	\$25	same	no	no
Covington	\$65	same	no	no
Duvall	\$55	same	no	no
Issaquah	\$60	same	yes	no
Kirkland	\$100 + \$130 per FTE	same	no	yes
Mercer Island	\$30	same	yes	no
Mill Creek	\$50 - \$325	same	no	yes
Newcastle	\$31	same	no	no
Sammamish	\$15	same	no	no
Tukwila	\$112 per FTE	same	no	yes
Woodinville	\$39	same	no	no

Does the DOR keep the physical address of companies or just the mailing address?

Revenue has both types of addresses. Both types are public information.

Washington licenses businesses by physical location. It would be typical for a Medina business to have a mailing address of a post office box in Bellevue or a registered agent in Olympia that handles its corporate registration with Secretary of State.

Do most jurisdictions set their revenue thresholds based on amount of revenue within that city limits or total revenue?

Our BLS configuration would look at Revenue by business location (essentially what you're saying by "within that city limits").

What percentage of jurisdictions require business licenses for companies doing business in that jurisdiction but are physical located in another city?

Basically, all the roughly 220 cities that we support require a non-resident license registration (one exception, but it's small). Some cities trigger that license with a \$2000 income threshold, but others have that significantly higher (example: \$12000 annual income in that city). And, of course, a city could require business to register but decline to charge an annual license fee if it more concerned with regulatory control than potential revenues.

How do you know who is operating in the city?

As far as “who” will be operating in the city, when a Business License Application is submitted, normally there will be a general business contact/email collected for the entity. The customer will also provide one or two afterhours contacts on the City and County Addendum so the regulatory body can reach out with questions or concerns.

Here are links to our paper [Business License Application](#) and [City and County Addendum](#) if you'd like to take a closer look at those questions.

I also wanted to mention that most of the information collected from the application and addendum are available on various reports that our partners can generate on demand. There are some limitations on a business owner's personal information, banking details, ID numbers, etc.

How can business licenses benefit Public Safety?

What initially came to mind is some of the questions we ask the customer on the business license application and city/county addendum. For instance, if a customer is working in your jurisdiction, the customer will have to answer if they have any hazardous/toxic materials on site, if they have an emergency alarm monitoring system, they must provide a description of the products or services they plan to provide in Washington, and they'll also provide an afterhours business contact.

There is also a report that partners can generate called, "City Fire Department". This report will generate a list of businesses and their business items that a municipality could share with a fire or building department. From this report you'll be able to see the business's products/services they're going to offer and if they have any hazardous or flammable materials kept on premise at the business location.

BLS will also, track registered taxpayers reporting business in Medina (e.g., contractors), but your city will set compliance standards. You will tell us whether our system will require a Medina non-resident registration in its combined licensing application process. If your council is concerned about getting *revenues* from non-resident businesses, we can set up a system demo for later this year. If Medina just needs tracking on non-resident businesses, a demo isn't necessary and the impact on contractors and similar companies will be negligible.



MEDINA, WASHINGTON

AGENDA BILL

March 10, 2025

Subject: Proposed Donation for Medina Park – Timber Framed Pavilion

Category: City Council Business – Discussion

Staff Contacts: Ryan Osada, Director of Public Works and Stephen R. Burns, City Manager

Summary

Medina resident Juliane Schmidt has expressed interest in making a generous donation to Medina Park. Her proposed donation includes the design, purchase, and installation of a timber-framed pavilion structure, complete with a concrete base.

Public Works Director Ryan Osada was initially approached by Ms. Schmidt regarding this donation. Due to the scope and value of the contribution, Osada advised her that Council approval would be required.

Attached is an example of the pavilion kit Ms. Schmidt would like to purchase. There is flexibility in the size of the structure, should adjustments be necessary.

“Proposed Donation for Medina Park – Timber Framed Pavilion” meets and supports Council’s priority 5.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character and Community Building

Attachment

- Alpine Pavilion Rendering
- Location Pictures (2)

Budget/Fiscal Impact: TBD

Recommendation: Discussion and direction.

City Manager Approval:

Proposed Council Motion: N/A

Time Estimate: 20 minutes



