



MEDINA CITY COUNCIL

Monday, March 23, 2026

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 REGULAR MEETING

Hybrid - Virtual/In-Person
Medina City Hall – Council Chambers
501 Evergreen Point Road, Medina, WA 98039

Monday, March 23, 2026 – 6:00 PM

AGENDA

MAYOR | Jessica Rossman
DEPUTY MAYOR | Randy Reeves
COUNCIL MEMBERS | Laura Bustamante, Harini Gokul, Michael Luis,
Hejja Nunn
CITY MANAGER | Jeff Swanson
CITY ATTORNEY | Jennifer S. Robertson
ACTING CITY CLERK | Dawn Nations

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 425.233.6410 or email dnations@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/82744321998?pwd=oNyGHuaSIKurNS5fXbsbi5pOHT3RYH.1>

Meeting ID: 827 4432 1998
Passcode: 311113

One tap mobile
+12532158782 US (Tacoma)

1. **STUDY SESSION**

No Study Session the regular meeting begins at 6:00 PM.

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

Council Members Bustamante, Gokul, Luis, 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 425.233.6410 or email dnations@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**

None.

6. **CITY MANAGER'S REPORT**

Time Estimate: 20 minutes

[6.1a](#) State Legislative Update

[6.1b](#) Park Donation and Memorials Policy Discussion

Recommendation: Discuss and provide direction on the Park Donation and Memorials Policy and disposition of the current moratorium.

Staff Contact: Jeff Swanson, City Manager

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](#) 2026 Resurface Gravel Walkways

Recommendation: Approve.

Staff Contact: Ryan Osada, Public Works Director

[7.2](#) 2026 Post Office Interior Painting

Recommendation: Approve.

Staff Contact: Ryan Osada, Public Works Director

[7.3](#) Planning Commission Appointment Confirmation

Recommendation: Approve.

Staff Contact: Jeff Swanson, City Manager

[7.4](#) Ordinance Amending Municipal Code Allowing Alcohol Service for Special Events

Recommendation: Adopt Ordinance No. 1055.

Staff Contact: Jeff Swanson, City Manager

8. **LEGISLATIVE HEARING**

None.

9. **PUBLIC HEARING**

None.

10. **CITY BUSINESS**

[10.1](#) HB 2015 Public Safety Sales Tax

Recommendation: Discuss questions from prior implementation of HB2015 Public Safety Sales Tax.

Staff Contact: Jeff Swanson, City Manager, Jeff Sass, Police Chief, Ryan Wagner, Finance/HR Director, Jennifer Robertson, City Attorney

Time Estimate: 25 minutes

11. **COUNCILMEMBER REPORTS AND ROUNDTABLE**

- a) Council Reports
- b) Requests for future agenda items.

12. **PUBLIC COMMENT**

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

13. **EXECUTIVE SESSION AND CLOSED SESSION**

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; and

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.

14. ADJOURNMENT

Next regular City Council Meeting: April 13, 2026, 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, April 13, 2026 - City Council Meeting (5:00 PM)

Monday, April 27, 2026 - City Council Meeting (5:00 PM)

May Council Retreat DATE TBD

Monday, May 11, 2026 - City Council Meeting (5:00 PM)

Monday, May 25, 2026 - Memorial Day - City Hall Closed

Tuesday, May 26, 2026 - City Council Meeting (5:00 PM)

Monday, June 8, 2026 - City Council Meeting (5:00 PM)

Friday, June 19, 2026 - Juneteenth - City Hall Closed

Monday, June 22, 2026 - City Council Meeting (5:00 PM)

Friday, July 3, 2026 - Independence Day - City Hall Closed

Monday, July 13, 2026 - City Council Meeting (5:00 PM)

Monday, July 27, 2026 - City Council Meeting (5:00 PM)

Monday, August 24, 2026 - City Council Meeting (5:00 PM)

Monday, September 14, 2026 - City Council Meeting (5:00 PM)

Monday, September 28, 2026 - City Council Meeting (5:00 PM)

Monday, October 12, 2026 - City Council Meeting (5:00 PM)

Monday, October 26, 2026 - City Council Meeting (5:00 PM)

Monday, November 9, 2026 - City Council Meeting (5:00 PM)

Monday, November 16, 2026 - City Council Meeting (5:00 PM)

Monday, December 14, 2026 - City Council Meeting (5:00 PM)

Monday, December 28, 2026 - City Council Meeting Canceled

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, March 23, 2026, Regular Meeting of the Medina City Council was posted and available for review on Thursday, March 19, 2026, 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.

State Legislative Update documents will be distributed during the meeting on March 23rd.



MEDINA, WASHINGTON

AGENDA BILL

Monday, February 23rd 2026

<p>Subject/Topic: Park Donation and Memorials Policy Discussion</p> <p>Dept. Origin: City Council</p> <p>Category: City Manager’s Report</p> <p>Prepared by: Jeff Swanson, City Manager</p> <p>Attachments: None</p>	<p>Proposed Council Action/Motion:</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Receive and File</p> <p><input checked="" type="checkbox"/> Discuss</p> <p><input checked="" type="checkbox"/> Provide Direction</p> <p><input type="checkbox"/> Public Hearing</p> <p><input type="checkbox"/> Adopt/Approve</p> <p><input type="checkbox"/> Other:</p>
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Proposed Council Action

Discuss and provide direction on the Park Donation and Memorials Policy and disposition of the current moratorium.

Summary

At the September 8, 2025, City Council Regular Meeting during the City Manager’s Report Council discussed the Park Donation and Memorials Policy. Council adopted a motion during that discussion to remove the memorial donation page from the website and place a moratorium on acceptance of any additional donations and memorials until such time as a policy could be determined in 2026. Concerns about the proliferation of donations and memorials included unintentional alterations to the function and character of parks, liability for ongoing maintenance and repairs, and impact to regular park maintenance functions such as impacts on the time required for grounds-keeping.

At the recent combined City Council/Park Board meeting (3/16/2026) a public comment was received from a community member who had previously requested to donate and place a memorial tree in Medina Park. The City Council and Park Board members present discussed the policy later during that meeting, and a request was made to produce a list showing the queue of requests for donations and memorials. Below is a summary of the current queue of requests received by the City:

<u>Request</u>	<u>Request Date(s)</u>	<u>Residence of Requestor</u>
Weeping Willow placed by North Bridge of Medina Park in memory of deceased spouse	6/25/2025 & 12/8/2028	Former Medina resident
Bench plaque for deceased dog placed on off-leash side of Medina Park near the pond overlooking the grass field	10/27/2023	Clyde Hill

Bench and plaque placed in Medina Park memorializing deceased close friend	9/25/2024	Medina
Memorial tree placed in Medina Park	9/25/2025 & 3/16/2026	Medina
Memorial pavillion constructed in Medina Park in memory of deceased child	7/9/2024	Medina
Placement of bench and plaque in Medina Park memorializing deceased parents	1/31/2024 & 3/15/2024	Seattle
Placement of tree in Medina Park in memory of deceased dog	6/9/2025	Unknown
Placement of bench in Medina Park in memory of deceased dog	1/25/2024	Medina
Placement of tree in Medina Park in memory of deceased dog	11/6/2023	Bellevue
Placement of engraving in Medina Park in memory of deceased dog	3/17/2026	Unknown

Council Priorities

This proposal furthers Council Priorities 1, 3, and 5.

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

Budget/Fiscal Impact: No change/impact to current levels of appropriations.

Recommendation: Discuss and provide direction on the Park Donation and Memorials Policy and disposition of the current moratorium.

City Manager Approval: 

Proposed Council Motion: none.



MEDINA, WASHINGTON

AGENDA BILL

Monday, March 23, 2026

<p>Subject/Topic: 2026 Resurface Gravel Walkways</p> <p>Dept. Origin: Public Works</p> <p>Category: Consent</p> <p>Prepared by: Ryan Osada, Public Works Director</p> <p>Attachments: Bid Results & Contract</p>	<p>Proposed Council Action/Motion:</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Receive and File</p> <p><input type="checkbox"/> Discuss</p> <p><input type="checkbox"/> Provide Direction</p> <p><input type="checkbox"/> Public Hearing</p> <p><input checked="" type="checkbox"/> Adopt/Approve</p> <p><input type="checkbox"/> Other:</p>
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Proposed Council Action: Approve

Summary

Medina has several gravel walkways that provide pedestrian access within the right-of-way. Two sections of these walkways have experienced degradation and uneven conditions due to weathering and regular use. Resurfacing is necessary to restore safe walking surfaces. The proposed work will include scarifying the existing grade, leveling and adding approximately 3” of fresh top-course crushed rock.

Council Priorities

This proposal furthers Council Priorities 1, 2, 4 and 5.

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

Budget/Fiscal Impact: \$21,570.00

Recommendation: Approve

City Manager Approval: 

Proposed Council Motions: I move to authorize the City Manager to negotiate and enter into an agreement with Wescon Enterprises for the 2026 Resurface Gravel Walkway Project

-  21,570_Wescon Enterprises
-  34,150_Miles Resources
-  39,500_Reclaim Management
-  45,000_Foundry_Construction_LLC
-  54,860_Core Tap Construction
-  62,000_VS Enterprise
-  62,800_Always Active Services
-  65,642.35_Eastside Excavation
-  71,054_Rain City Paving
-  71,365.89_Siddell Custom Const
-  75,000_Judha_Of_Lion_Landcaping_an...
-  76,824.28_1794 Excavating
-  79,560_Goldrock Invt
-  94,500_All In 1 Construction
-  96,490_Genesis Excavation
-  105,600_Puget Paving
-  107,404.06_Clear Excavating
-  108,350.60_Madrona Brothers
-  153,665_Ryatt Construction
-  159,720_Raptor Excavating



LIMITED PUBLIC WORKS CONTRACT AGREEMENT

PROJECT: 2026 RESURFACE GRAVEL WALKWAYS

STATEMENT OF BIDDER’S QUALIFICATIONS / RESPONSIBILITY CRITERIA

BUSINESS INFORMATION

Name of Firm:	Wescon Enterprises, Inc
Address:	PO Box 244, Lynden, WA 98264
Payment Address:	
Contact Phone #:	360.922.4367
Fax #:	
Contact Name:	Jack Pinckston jack@wesconenterprises.com

LICENSE & REGISTRATION INFORMATION (RCW 39.04.10 Sec. 2)

State of Washington Dept. of Licensing Contractors Registration Number:	WESCOEI779OE
State of Washington Unified Business Identification (UBI) Number:	605 236 397
State of Washington Dept. of Employment Security Number:	
State of Washington Dept. of Labor & Industries Workers Compensation Acct. Number:	
Federal Tax ID Number:	

INSURANCE AND BONDING

Name of Insurance Company:	
Name of Insurance Agent:	
Insurance Mailing Address:	
Insurance Phone #:	
Insurance Fax #:	
Bonding Company (If Applicable):	
Name of Bond Agent:	
Bonding Company Address:	
Bonding Phone #:	

OTHER

Are you listed on any debarment lists:	<input type="checkbox"/> Y <input type="checkbox"/> N
Are you on the list of parties excluded from the Federal procurement / Non-Procurement programs	<input type="checkbox"/> Y <input type="checkbox"/> N

Signature

Title

Date

**CITY OF MEDINA
LIMITED PUBLIC WORKS CONTRACT AGREEMENT**

THIS LIMITED PUBLIC WORKS CONTRACT AGREEMENT (this "Contract") is made this **24th** day of **March 2026**, by and between, the **CITY OF MEDINA**, a municipal corporation ("City") and **Wescon Enterprises Inc.**, a Washington corporation ("Contractor") (individually a "Party" and collectively the "Parties").

In consideration of the terms and conditions set forth in this Contract, the Parties agree as follows:

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as **2026 Resurface Gravel Walkways** ("Project") in Medina, WA. The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Exhibit A)
- Special Provisions
- Minimum Wage Affidavit
- W-9 Form

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within ten (10) days after the City issues a written Notice to Proceed, and shall complete the work by **August 31, 2026**. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed **Twenty-One Thousand Five Hundred Seventy (\$21,570.00)**, plus sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the

CONTRACT FORMS

Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue, the State Department of Labor and Industries and State Department of Employment Security and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit a "Minimum Wage Affidavit" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

CONTRACT FORMS

5. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, lawsuits, judgments, and attorney's fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability under this section shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided under this section constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

6. Compliance with Laws. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including

CONTRACT FORMS

utilization of the “811 Call before you dig” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of one (1) year after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written change order properly signed by both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable

CONTRACT FORMS

adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any lawsuit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

CONTRACT FORMS

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operation aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:

CONTRACT FORMS

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or lawsuit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. The City **may or may not waive** the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released sixty (60) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue, Department of Labor and Industries and Department of Employment Security in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

16. Termination. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days' written notice to the Contractor.

CONTRACT FORMS

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

21. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits

CONTRACT FORMS

provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

25. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

CONTRACT FORMS

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year above written.

CITY OF MEDINA:

CONTRACTOR:

Wescon Enterprises, Inc.

Signature: _____
Jeff Swanson, City Manager

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Taxpayer ID #: _____

CITY CONTACT:

CONTRACTOR CONTACT:

Ryan Osada, Public Works Director
City of Medina
501 Evergreen Point Road
Medina, WA 98039
Phone: 425.233.6439
Fax: 425.451.8197

Print Name: _____

Address: _____

Phone : _____

Fax: _____

Contractor License #: _____

(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

EXHIBIT "A"
PROJECT - SCOPE OF WORK

SCOPE OF WORK

*****See Attached email solicitation**

EXCLUSIONS / CLARIFICATIONS

*****See Attached email solicitation**

**SPECIAL PROVISIONS
PROJECT - CONDITIONS**

VEHICLES & EQUIPMENT

There is **limit DRIVING DIRECTLY ON LANDSCAPED SURFACES**, any damage to irrigation or plantings will be repair/replaced at the contractors expense. All equipment and tools shall be in good working order. Personnel with experience shall be on site every day work is performed. All appurtenant tools, equipment and vehicles are to be considered incidental to the associated work, available to the project as needed, and delivered to the site as a function of job mobilization.

TRAFFIC CONTROL, EROSION CONTROL & SITE CONDITIONS

1. Temporarily close all public access points in the area work is being performed using traffic control devices compliant with the current MUTCD and temporary security fencing, as described below. This closure shall be in place prior to mobilization throughout the work processes until demobilization and cleanup is complete; and
2. All private driveways and walkways to access homes will remain open during construction.
3. Place all temporary erosion control BMP's prior to commencing work
4. Temporary security fencing shall consist of orange plastic temporary construction fencing (min. 15 mil) and be installed **as needed**
5. Install temporary driving surfaces and working surfaces where deemed necessary.
6. It is the sole responsibility of the contractor to note the site conditions prior to starting work.
7. The contractor will maintain a clean and orderly site at all times during construction. If the site is left unattended then the contractor will ensure all traffic control is securely in place and maintain it throughout the duration of the project.

SITE CLEANUP & RESTORATION

1. Remove temporary security fencing, erosion control devices and all tools & equipment.
2. Restore the site to the original condition with repairing driving surfaces, removing temporary surfaces, and repairing grass landscaping surfaces. **Unless otherwise specified in the proposal.**
3. Coordinate with the City for final acceptance inspection.

CONTRACT FORMS

Minimum Wage Affidavit

STATE OF WASHINGTON)
)ss
COUNTY OF _____)

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which each voucher is submitted, I have paid the following rate per hour for each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman or mechanic so employed upon such work has been paid less than the prevailing rate of wages or less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

Contractor

Subscribed and sworn to before me on this _____ day of _____, 20__.

Notary Public in and for the State of Washington,
residing at _____

My Appointment expires: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	6	City, state, and ZIP code		
7	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT "A"**Ryan Osada**

From: Ryan Osada
Sent: Tuesday, February 24, 2026 10:00 AM
To: Ryan Osada
Subject: 2026 Resurface Gravel Walkways
Attachments: 1_Ovelake Dr W_Gravel Sidewalk.png; 2_Pts Loop Trail_NE24th to NE28th.png; CONTRACT - Insurance Req.pdf

Hi all,

The City of Medina is soliciting proposals to rehabilitate the gravel walkways at two locations. (see attached map; the highlighted yellow area indicates the rehabilitation limits).

Location #1: Overlake Drive West (Evergreen Pt Rd to 81st Ave NE)

- Approximately 1,800 lineal feet
- Approximate width 6 feet
- Work can begin late Spring, early Summer

Location #2: Points Loop Trail (NE 24th ST north to NE 28th ST)

- Approximately 1200 lineal feet
- Approximate width 8 feet
- Work can begin in the Summer

Scope:

- Scarify the top 4 inches and regrade existing walkway
- Install 3 inches of new ¾-inch minus crushed rock and compact
- Achieve 95% compaction
- Site access may be limited (contractor to verify)
- Traffic Control (Vehicular and Pedestrian)
- Prevailing Wage
- Excludes sales tax
- Insurance Requirements (attached)
- Restoration of disturbed areas

Please submit your proposal via email no later than 4:00 p.m. on March 13, 2026.

Ryan Osada

Public Works Director
 City of Medina
 425.233.6439
 206.423.3278 mobile
rosada@medina-wa.gov





MEDINA, WASHINGTON

AGENDA BILL

Monday, March 23, 2026

<p>Subject/Topic: 2026 Post Office Interior Painting</p> <p>Dept. Origin: Public Works</p> <p>Category: Consent</p> <p>Prepared by: Ryan Osada, Public Works Director</p> <p>Attachments:</p> <p>Bid Results Contract</p>	<p>Proposed Council Action/Motion:</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Receive and File</p> <p><input type="checkbox"/> Discuss</p> <p><input type="checkbox"/> Provide Direction</p> <p><input type="checkbox"/> Public Hearing</p> <p><input checked="" type="checkbox"/> Adopt/Approve</p> <p><input type="checkbox"/> Other:</p>
--	---

Proposed Council Action: Approve

Summary

The Public Works Dept. is proposing interior painting at the Medina Post Office. The project includes surface preparation and repainting of interior walls, ceilings, doors, and trim in the public and staff areas. A bid solicitation was sent through MRSC's Small Works Program to five (5) certified contractors. The city received three (3) qualified proposals.

Council Priorities

This proposal furthers Council Priorities 1, 2, 3 and 5.

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

Budget/Fiscal Impact: \$12,403.80

Recommendation: Approve

City Manager Approval:

Proposed Council Motions: I move to authorize the City Manager to negotiate and enter into an agreement with Premier Painting Solutions for the Post Office Interior Painting Project



12,403.80_Premier Painting Solutions



15,390_Cobra Painting



15,850_A1_Pro_Painting_Medina_Post_...



LIMITED PUBLIC WORKS CONTRACT AGREEMENT

PROJECT: 2026 POST OFFICE INTERIOR PAINTING

BUSINESS INFORMATION

Name of Firm:	Premier Painting Solutions
Address:	6618 80 th ST SW, Lakewood WA 98498
Payment Address:	
Contact Phone #:	253.831.8867
Fax #:	
Contact Name:	Isaiah Littlejohn premierpaintingsolutions@gmail.com

LICENSE & REGISTRATION INFORMATION (RCW 39.04.10 Sec. 2)

State of Washington Dept. of Licensing Contractors Registration Number:	
State of Washington Unified Business Identification (UBI) Number:	
State of Washington Dept. of Employment Security Number:	
State of Washington Dept. of Labor & Industries Workers Compensation Acct. Number:	
Federal Tax ID Number:	

INSURANCE AND BONDING

Name of Insurance Company:	
Name of Insurance Agent:	
Insurance Mailing Address:	
Insurance Phone #:	
Insurance Fax #:	
Bonding Company (If Applicable):	
Name of Bond Agent:	
Bonding Company Address:	
Bonding Phone #:	

OTHER

Are you listed on any debarment lists:	<input type="checkbox"/> Y <input type="checkbox"/> N
Are you on the list of parties excluded from the Federal procurement / Non-Procurement programs	<input type="checkbox"/> Y <input type="checkbox"/> N

Signature	Title	Date
-----------	-------	------

**CITY OF MEDINA
LIMITED PUBLIC WORKS CONTRACT AGREEMENT**

THIS LIMITED PUBLIC WORKS CONTRACT AGREEMENT (this "Contract") is made this **24th** day of **March 2026**, by and between, the **CITY OF MEDINA**, a municipal corporation ("City") and **Premier Painting Solutions LLC**, a Washington corporation ("Contractor") (individually a "Party" and collectively the "Parties").

In consideration of the terms and conditions set forth in this Contract, the Parties agree as follows:

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as **2026 Post Office Interior Painting** ("Project") in Medina, WA. The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Exhibit A)
- Special Provisions
- Minimum Wage Affidavit
- Guarantee Form

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within ten (10) days after the City issues a written Notice to Proceed, and shall complete the work by **July 31, 2026**. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed **Twelve Thousand Four Hundred Three and Eighty Cents (\$12,403.80)**, excluding sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the

CONTRACT FORMS

Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue, the State Department of Labor and Industries and State Department of Employment Security and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit a "Minimum Wage Affidavit" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

CONTRACT FORMS

5. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, lawsuits, judgments, and attorney's fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability under this section shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided under this section constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

6. Compliance with Laws. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including

CONTRACT FORMS

utilization of the “811 Call before you dig” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of one (1) year after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written change order properly signed by both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable

CONTRACT FORMS

adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any lawsuit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

CONTRACT FORMS

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operation aggregate limit.

CONTRACT FORMS

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or lawsuit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. The City **may or may not waive** the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released sixty (60) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue, Department of Labor and Industries and Department of Employment Security in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

CONTRACT FORMS

16. Termination. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days' written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. Prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

21. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an

CONTRACT FORMS

independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

25. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

CONTRACT FORMS

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year above written.

CITY OF MEDINA:

CONTRACTOR:

Premier Painting Solutions LLC

Signature: _____
Jeff Swanson, City Manager

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Taxpayer ID #: _____

CITY CONTACT:

CONTRACTOR CONTACT:

Ryan Osada, Public Works Director
City of Medina
501 Evergreen Point Road
Medina, WA 98039
Phone: 425.233.6439
Fax: 425.451.8197

Print Name: _____

Address: _____

Phone : _____

Fax: _____

Contractor License #: _____

(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

EXHIBIT "A"
PROJECT - SCOPE OF WORK

SCOPE OF WORK

***See Attached Bid Documents and Proposal**

EXCLUSIONS / CLARIFICATIONS

***See Attached Bid Documents and Proposal**

SPECIAL PROVISIONS PROJECT - CONDITIONS

VEHICLES & EQUIPMENT

There is **NO DRIVING IN THE PARKS OR DIRECTLY ON LANDSCAPED SURFACES**, any and all vehicles will be limited to the gravel walking trail. All equipment and tools shall be in good working order. Personnel with experience shall be on site every day work is performed. All appurtenant tools, equipment and vehicles are to be considered incidental to the associated work, available to the project as needed, and delivered to the site as a function of job mobilization.

TRAFFIC CONTROL, EROSION CONTROL & SITE CONDITIONS

1. Temporarily close all public access points in the area work is being performed using traffic control devices compliant with the current MUTCD and temporary security fencing, as described below. This closure shall be in place prior to mobilization throughout the work processes until demobilization and cleanup is complete; and
2. All private driveways and walkways to access homes will remain open during construction.
3. Place all temporary erosion control BMP's prior to commencing work
4. Temporary security fencing shall consist of orange plastic temporary construction fencing (min. 15 mil) and be installed **as needed**
5. Install temporary driving surfaces and working surfaces where deemed necessary.
6. It is the sole responsibility of the contractor to note the site conditions prior to starting work.
7. The contractor will maintain a clean and orderly site at all times during construction. If the site is left unattended then the contractor will ensure all traffic control is securely in place and maintain it throughout the duration of the project.

SITE CLEANUP & RESTORATION

1. Remove temporary security fencing, erosion control devices and all tools & equipment.
2. Restore the site to the original condition with repairing driving surfaces, removing temporary surfaces, and repairing grass landscaping surfaces. **Unless otherwise specified in the proposal.**
3. Coordinate with the City for final acceptance inspection.

CONTRACT FORMS

Minimum Wage Affidavit

STATE OF WASHINGTON)
)ss
COUNTY OF _____)

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which each voucher is submitted, I have paid the following rate per hour for each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman or mechanic so employed upon such work has been paid less than the prevailing rate of wages or less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

Contractor

Subscribed and sworn to before me on this _____ day of _____, 20__.

Notary Public in and for the State of Washington,
residing at _____

My Appointment expires: _____

EXHIBIT "A"

Ryan Osada

From: Ryan Osada
Sent: Thursday, February 19, 2026 1:51 PM
To: Ryan Osada
Subject: 2026 Post Office Interior Painting - City of Medina
Attachments: PO5.jpg; PO6.jpg; PO1.jpg; PO2.jpg; PO3.jpg; PO4.jpg

Hi all,

The City of Medina is soliciting proposals to paint the interior of the Medina Post Office. Bids are due via email proposal (exclude sales tax) March 6, 2026 by 4p.

Project Description:

The work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to complete interior surface preparation and painting at the Medina Post Office (816 Evergreen Pt Rd, Medina, WA 98039). The facility is an occupied, secured federal building, and all work must be coordinated to minimize disruption to daily operations.

Scope: (not necessarily limited to)

- Public lobby walls and ceilings
- Customer service counter areas
- Corridors and back-of-house administrative areas
- Breakroom and support spaces
- Door frames, doors, and interior trim as identified
- Patch and/or repair all surfaces as identified
- A mandatory site visit will be required to confirm exact quantities and conditions

Surface Preparation: contractor shall

- Protect floors, casework, postal boxes, counters, and equipment.
- Mask and cover all adjacent surfaces not scheduled for painting.
- Patch, sand, and repair minor drywall imperfections, nail pops, dents, and cracks.
- Clean surfaces to remove dust, grease, or contaminants.
- Spot-prime all repaired or stained areas.

Painting Requirements:

- Apply premium commercial-grade, low-VOC interior coatings.
- Provide two finish coats over properly prepared surfaces unless otherwise specified.
- Finish schedule (anticipated):

Walls: eggshell latex (Agreeable Gray SW7209 by Sherwin Willams)

Ceilings: Flat latex (standard white)

Doors/Frames/Trim: Semi-gloss enamel (standard white)

*Final colors to be selected by Owner prior to commencement

Work Hours & Security Requirements:

- Work shall occur during normal business hours unless otherwise approved.
- Contractor must coordinate directly with Post Office management.
- All workers may be subject to federal security requirements and badging.
- No tools or materials may be left unsecured overnight unless authorized
- Contractor shall limit crew size as required due to secured access.

Public Works Requirements:

- Prevailing Wage
- Minimum Insurance (see attached)
- Retainage of 5%
- No Performance Bond

Cleanup & Closeout:

- Remove all debris daily.
- Dispose of materials off-site.
- Leave all surfaces clean and ready for occupancy.
- Provide touch-up paint labeled and turned over to Owner.

Thanks,

Ryan Osada

Public Works Director

City of Medina

425.233.6439

206.423.3278 mobile

rosada@medina-wa.gov





Proposal

Date: 3/6/26

Proposal Submitted to:

Ryan Osada
City of Medina

Work to be performed at:

816 - evergreen Pt Rd Medina WA

Project: Paint all specified areas at the address listed above

Prep

- Properly protect things not to be painted
- Clean surfaces thoroughly and correct defects prior to painting
- Prime necessary areas
- Caulk defective caulking
- Move things away from wall as necessary

Paint

- Paint the interior walls and ceilings 2 coats
- Paint all trim elements and previously painted surfaces 2 coats

Sherwin Williams products are to be used as specified in documents

Prevailing wage accounted for ALL work to be done per specifications, premier Painting Solutions is a WMBE section 3 business

All labor and materials included

All material guaranteed as specified and the above work performed in accordance with specifications submitted for the above work and completed in substantial workmanlike manner for the sum of \$12,403.8 dollars.

Payment made as follows: upon completion of the job.

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

Date of Acceptance _____

Print: _____

Signature: _____



MEDINA, WASHINGTON

AGENDA BILL

Monday, March 23, 2026

<p>Subject/Topic: Planning Commission Appointment Confirmation</p> <p>Dept. Origin: Council</p> <p>Category: Consent</p> <p>Prepared by: Dawn Nations, Acting City Clerk on behalf of the Personnel Committee</p> <p>Attachments: None.</p>	<p>Proposed Council Action/Motion:</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Receive and File</p> <p><input type="checkbox"/> Discuss</p> <p><input type="checkbox"/> Provide Direction</p> <p><input type="checkbox"/> Public Hearing</p> <p><input checked="" type="checkbox"/> Adopt/Approve</p> <p><input type="checkbox"/> Other:</p>
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Summary

On March 11th, the Council Personnel Committee and Planning Commission Chair interviewed the applicants for the open position on the Planning Commission: Ms. Sandhya Edupuganti and Mr. Michael Tyler Nix. The city had initially received four applications for the open seat, but two applicants withdrew before interviews took place.

Based on the criteria in Council Guideline 3.5.2 and our interviews, **we recommend appointment of Sandhya Edupuganti to the Planning Commission.** The Mayor has spoken with both candidates to let them know of this recommendation. Ms. Edupuganti would be excited to serve if confirmed. Mr. Nix continues to express enthusiasm for future involvement with the city in some capacity.

Additional information supporting this appointment was distributed to Council via email on March 13, 2026, in accordance with the notice requirement.”

Council Priorities

This proposal furthers Council Priorities 3 and 5.

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

Budget/Fiscal Impact: N/A

Recommendation: Approve.

City Manager Approval:



Proposed Council Motions: “I move to appoint Sandhya Edupuganti to Position No. 2 on the Medina Planning Commission for the remainder of the term.”



MEDINA, WASHINGTON

AGENDA BILL

Monday, March 23rd 2026

<p>Subject/Topic: Ordinance Amending Municipal Code Allowing Alcohol Service for Special Events</p> <p>Dept. Origin: Consent</p> <p>Category: City Business</p> <p>Prepared by: Jeff Swanson, City Manager</p> <p>Attachments: Ordinance No. 1055</p>	<p>Proposed Council Action/Motion:</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Receive and File</p> <p><input type="checkbox"/> Discuss</p> <p><input type="checkbox"/> Provide Direction</p> <p><input type="checkbox"/> Public Hearing</p> <p><input checked="" type="checkbox"/> Adopt/Approve</p> <p><input type="checkbox"/> Other:</p>
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Proposed Council Action

Approve Ordinance No. 1055, AMENDING SECTION 12.20.010 OF THE MEDINA MUNICIPAL CODE TO ALLOW ALCOHOL SERVICE BY SPECIAL EVENT PERMIT, AMENDING SECTIONS 9.40.040, 9.40.050, AND 9.40.060 REGARDING SERVICE OF ALCOHOL DURING SPECIAL EVENTS; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

Summary

The City Council requested staff bring an amendment to the Medina Municipal Code allowing for the service of alcohol by special event permit at City parks and establishing the conditions whereby such would be allowed. The attached ordinance accomplishes this.

Council Priorities

This proposal furthers Council Priorities 3, 4, and 5.

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

Budget/Fiscal Impact: No change/impact to current levels of appropriations.

Recommendation: Adopt Ordinance No. 1055.

City Manager Approval:



Proposed Council Motion:

"I move approval of Ordinance No. 1055, AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, AMENDING SECTION 12.20.010 OF THE MEDINA MUNICIPAL CODE TO ALLOW ALCOHOL SERVICE BY SPECIAL EVENT PERMIT, AMENDING SECTIONS 9.40.040, 9.40.050, AND 9.40.060 REGARDING SERVICE OF ALCOHOL DURING SPECIAL EVENTS; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE."

CITY OF MEDINA, WASHINGTON

ORDINANCE NO. 1055

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, AMENDING SECTION 12.20.010 OF THE MEDINA MUNICIPAL CODE TO ALLOW ALCOHOL SERVICE BY SPECIAL EVENT PERMIT, AMENDING SECTIONS 9.40.040, 9.40.050, AND 9.40.060 REGARDING SERVICE OF ALCOHOL DURING SPECIAL EVENTS; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, there are special events held in the City which are important to the cultural fabric of Medina; and

WHEREAS, the City's Special Event Permit chapter (9.40 MMC) has a process where applicants may obtain a permit to hold a special event in the City under certain conditions; and

WHEREAS, there are special events held in the City where the sponsor desires to serve alcohol; and

WHEREAS, the Medina code has historically prohibited alcohol service in its parks under the Park Rules and has not routinely granted special event permits where alcohol is served; and

WHEREAS, in order to allow the possibility of alcohol consumption at special events in the City, including in Medina Parks, updates to the Medina Park Rules and Special Event Permit codes are required; **NOW, THEREFORE,**

**THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DO ORDAIN
AS FOLLOWS:**

Section 1. Subsection “A” of Section 12.20.010 of the Medina Municipal Code is hereby amended to read as follows:

12.20.010. Rules applying to all public parks.

The following rules shall apply and be enforced in all public parks:

- A. No alcoholic beverages shall be allowed, except for public events where a special events permit under chapter 9.40 MMC has been granted specifically allowing the service of alcoholic beverages during the permit period.

* * * * *

Section 2. Section 9.40.040 of the Medina Municipal Code is hereby amended to read as follows:

9.40.040. Application—Form—Required information.

Any person desiring to apply for a special event permit shall do so by filing a written application therefor with the city clerk. The application shall be made on forms provided by the city and shall include, at a minimum, the following information:

- A. The name, address and telephone number of the applicant;
- B. The name, address and telephone number of the person who will be directly in charge of and responsible for the special event;
- C. A full and complete description of the special event sought to be held and the duration of such special event;
- D. The proposed location of the special event and the dimensions and plans for any structure to be erected or constructed in connection with the special event;
- E. Whether the special event will require the use of any city street or right-of-way and if so, the location and dimensions of the proposed use, together with a statement as to the dimensions of remaining unobstructed street or right-of-way;
- F. The approximate number of spectators and persons who will or are expected to participate in the special event and the number and kind of vehicles, equipment and animals which will be used;
- G. If the permit sought is for the use of a city street not connected with a special event, a full and complete description of the use sought to be made of the street by the applicant and the duration of such use;
- H. Plans for the assembly and dispersal of the special event, including times and locations thereof including setup/takedown times; and
- I. If the event involves political or religious activity intended primarily for the communication or expression of ideas.

J. If the event will include the sale or service of alcohol.

JK. Included in the application form:

1. The applicant is required to procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the use of the facilities and the activities of the applicant and his or her guests, representatives, volunteers, and employees. Accordingly, the applicant shall provide proof of general liability insurance, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and name City of Medina as an additional insured by using ISO endorsement CG 20 11 on said policy. If the applicant will serve alcohol at the event, then the applicant shall procure and maintain for the duration of the permit Liquor Liability insurance in the amount of not less than \$1,000,000 per occurrence if the applicant is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. Medina is to be named as an additional insured on the Liquor Liability insurance. If the applicant is hiring another party to sell and/or serve any alcohol such as a caterer, bartender, winery or brewery, the applicant shall require this party to have Liquor Liability insurance with limits of not less than \$1,000,000 per occurrence, listing Medina as an additional insured. All The insurance policy(ies) shall contain, or be endorsed to reflect, that the applicant's insurance coverage shall be primary insurance as respects the City of Medina. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Medina shall be excess of the applicant's insurance and shall not contribute with it. For athletic events, the general liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate.
 2. The applicant shall indemnify, defend, and hold harmless the City of Medina, its elected and appointed officials, its employees, volunteers, and agents from and against any and all claims, demands, suits, actions, payments and judgments as a result of injury or death of any person or property damage sustained by applicant or any other persons which arise from and in any manner grow out of any act or mission on or about said facility by applicant, its agents, guests, or employees in the execution of this special event permit including any and all expenses, legal or otherwise incurred by the city or its representatives in the defense of any suit or claim. Such indemnity shall not include claims arising as a result of the sole negligence of the City of Medina, its elected and appointed officials, its employees, and agents.
- K. Any additional information, which the city manager or city manager's designee shall find reasonably necessary to a determination of the findings required by MMC 9.40.060.

Section 3. Section 9.40.050 of the Medina Municipal Code is hereby amended to read as follows:

9.40.050. Special event permit fees.

Any person desiring to apply for a special event permit shall do so by filing a written application therefore with the city clerk. The application shall be made on forms provided by the city and shall include, at a minimum, the following information:

- A. The name, address and telephone number of the applicant;
- B. The name, address and telephone number of the person who will be directly in charge of and responsible for the special event;
- C. A full and complete description of the special event sought to be held and the duration of such special event;
- D. The proposed location of the special event and the dimensions and plans for any structure to be erected or constructed in connection with the special event;
- E. Whether the special event will require the use of any city street or right-of-way and if so, the location and dimensions of the proposed use, together with a statement as to the dimensions of remaining unobstructed street or right-of-way;
- F. The approximate number of spectators and persons who will or are expected to participate in the special event and the number and kind of vehicles, equipment and animals which will be used;
- G. If the permit sought is for the use of a city street not connected with a special event, a full and complete description of the use sought to be made of the street by the applicant and the duration of such use;
- H. Plans for the assembly and dispersal of the special event, including times and locations thereof including setup/takedown times; and
- I. If alcohol will be served, information about the types of alcohol (beer, wine, spirits), if there will be a restricted alcohol service area, how the applicant will avoid service to minors, how the applicant will ensure that no minors are present in the alcohol service area, and how the applicant will ensure no overservice of alcohol occurs.

Section 4. Section 9.40.060 of the Medina Municipal Code is hereby amended to read as follows:

9.40.060. Findings required.

- A. All permits issued under this policy shall be issued by the city manager or city manager's designee. A permit may be issued to the applicant only if all of the following criteria and conditions for issuance are met:
1. The proposed special event will not unreasonably endanger the participants, spectators, or the public;
 2. The proposed special event will not unreasonably interfere with vehicular or pedestrian traffic flow at the proposed location;
 3. The concentration of persons, spectators, animals and vehicles will not unduly interfere with proper fire and police protection of, or ambulance service to, areas where the special event will take place or areas contiguous to such area;
 4. The conduct of such special event will not unduly interfere with the movements of emergency response equipment en route to a call for service;
 5. Such special event is not to be held for the sole purpose of advertising the goods, wares or merchandise of a particular business establishment or vendor;
 6. Adequate plans for parking exist to meet the need generated by the proposed special event;
 7. Proper arrangements have been made for setup/takedown and cleanup following the special event;
 8. The proposed special event or proposed use of the street will not intrude onto or over any portion of a public right-of-way open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering vehicles or pedestrians. In addition, in the event the requested permit involves encroachment or partial obstruction of a sidewalk or other walkway open to the public, a minimum of three feet of unobstructed sidewalk or other walkway shall be maintained at all times;
 9. If the special event or use of the street involves an obstruction of a portion of a public sidewalk or other walkway, the city manager shall establish the specific period of the permit;
 10. In the case of special events such as fun runs, marathons, etc., or in the case of any street use which requires the closure of any public street or walkway, the proposed event or use will not require closure for a period longer than that established by the city manager;
 11. Whenever the requested permit is for an action which will require the use of any city street, or other city property, whether or not such use is connected with a special event, the applicant must agree to indemnify, defend and hold the city harmless from any and all claims for bodily injury or property damage that may arise out of or in connection with the applicant's permitted special event or use;
 12. Whenever the requested permit is for an action which will require the use of any street or other city property, whether or not such use is connected with a special event, the applicant must secure and maintain in full force and effect throughout

- the duration of the permit comprehensive general liability insurance for bodily injury and property damage in such amounts as the city manager deems necessary, and shall have the City of Medina named as an additional named insured on the policy of insurance, which shall include a provision prohibiting cancellation of said policy except upon 30 days' prior written notice to the city;
13. Whenever any special event or other use requires provision of additional city services, including, but not limited to, the employment of police officers to direct or block pedestrian or vehicular traffic, or the provisions of standby aid car or fire protection services, the applicant shall agree to reimburse the city for the same;
 14. If alcohol is proposed to be served that the applicant has adequate controls in place to ensure no alcohol service will be made to minors and no overservice to adults; and
 1415. Such other and further conditions as the city manager deems necessary to reasonably ensure that the proposed special event does not in any way create a likelihood of endangering those who may participate or be spectators.
- B. If any of the above criteria are not met by the proposal, the city manager shall deny the permit or may issue the permit with such conditions as the city manager deems necessary for the application to meet all of the criteria set forth above.
 - C. All conditions of the permit shall be subscribed on or attached to the permit.
 - D. Notwithstanding any provisions in this chapter, the city may only impose constitutionally permissible time, place and manner restrictions on special expressive events as are necessary to protect the public health, safety and welfare.

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerk errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 7. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 8. Effective Date. This Ordinance shall be effective five days after publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 23rd DAY OF MARCH BY A VOTE OF ___ FOR, ___ AGAINST, AND ___ ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 23rd DAY OF MARCH, 2026.

Jessica Rossman, Mayor

Approved as to form:
Inslee Best Doezie & Ryder, P.S.

Attest:

Jennifer R. Robertson, City Attorney

Dawn Nations, Acting City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: 1055/ AB



MEDINA, WASHINGTON

AGENDA BILL

Monday, March 23, 2026

<p>Subject/Topic: HB2015 Public Safety Sales Tax</p> <p>Dept. Origin: City Council</p> <p>Category: City Business</p> <p>Prepared by: Jeff Swanson, City Manager</p> <p>Attachments: (1) HB2015 Levy Stabilization Forecast (2) HB2015 Local Sales Tax Rate Comparison</p>	<p>Proposed Council Action/Motion:</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Receive and File</p> <p><input checked="" type="checkbox"/> Discuss</p> <p><input type="checkbox"/> Provide Direction</p> <p><input type="checkbox"/> Public Hearing</p> <p><input type="checkbox"/> Adopt/Approve</p> <p><input type="checkbox"/> Other:</p>
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Proposed Council Action

Conduct follow up discussion on HB2015 Public Safety Sales Tax March 9, 2026 adoption by City Council. Respond to questions and identify any further City action to be taken.

Summary

At the March 9, 2026 City Council Study Session and Regular Meeting Council considered an ordinance adopting a 0.1% Public Safety Sales Tax enabled by HB2015. Adoption of the sales tax is a prerequisite to eligibility for a three year, \$125,000 per year grant through the Criminal Justice Training Center (CJTC). The deadline for grant applications is March 31, 2026.

HB2015 sets out several qualifications for law enforcement agencies to be eligible for the CJTC grant. Among these are adoption of the Councilmanic 0.1% sales tax, which generates an additional restricted revenue source funding eligible law enforcement expenses such as personnel costs, corrections, mental health intervention services, and public defender costs.

Other requirements pertain to agency accreditation, and notably custody and corrections aspects of law enforcement, for which Medina partners with other, larger agencies. Although Medina met nearly all the criteria set out in HB2015, until recently these partner agencies did not, and Medina staff believed the City would not be eligible for the CJTC grant. The City learned in February 2026 that King County Corrections was recently able to meet the BH2015 criteria, and Chief Sass advised City Council at the February 23, 2026 City Council Regular Meeting during the City Manager’s report of this late development, and indicated staff would bring the HB2015 sales tax ordinance for Council consideration March 9th. The March 31, 2026 CJTC grant application deadline drove the urgency of bringing this forward such that the funding opportunity would not be foreclosed to the City without Council’s consideration.

During the City Council’s discussion of the sales tax, several questions were raised for staff to subsequently respond to. Below are the questions raised and the information City staff researched

and assembled in response. This agenda item affords Council the opportunity to discuss and raise additional questions.

Council Priorities

This proposal furthers Council Priority 1,3 and 4.

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

Budget/Fiscal Impact: Expected impact of HB2015 Public Safety Sales Tax

Current City Sales Tax Rate = 0.85%

Year	Gross Taxable Activity	Sales Tax Receipts
2022	\$ 221,605,176.47	\$ 1,883,644.00
2023	\$ 224,106,669.41	\$ 1,904,906.69
2024	\$ 240,305,500.00	\$ 2,042,596.75
2025	\$ 242,299,232.94	\$ 2,059,543.48
Budgeted 2026	\$ 238,235,294.12	\$ 2,025,000.00

Proposed Public Safety Sales Tax Under HB 2015

Incremental Tax Rate = 0.1%

Forecasted Incremental Revenue Assuming 2026 Budgeted Amount:

\$ 238,235.29

Total Annual Forecasted Sales Tax Receipts After Tax Implemented:

(Total City Sales Tax Rate = 0.95%)

\$ 2,263,235.29

(\$238,235.29 restricted to public safety uses)

Recommendation: Discuss questions from prior implementation of HB2015 Public Safety Sales Tax.

City Manager Approval: 

Proposed Council Motion: none.

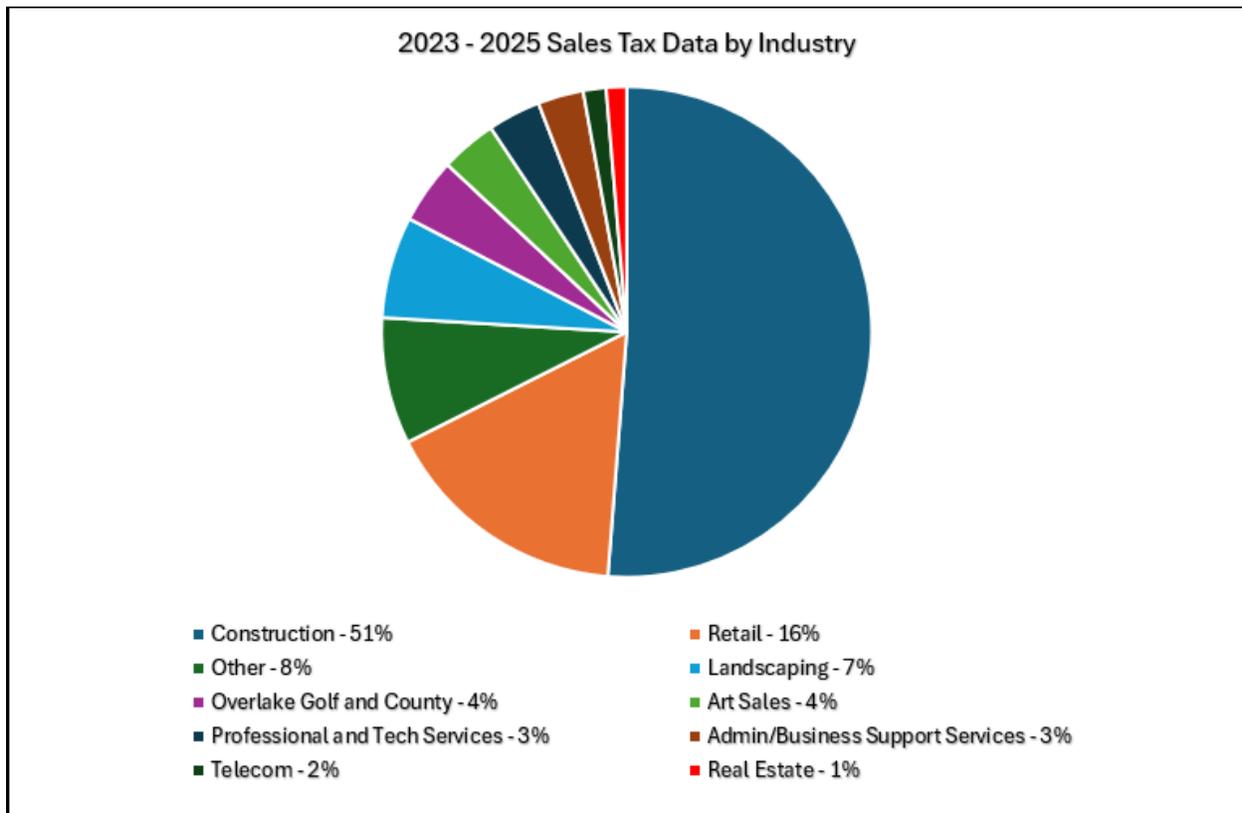
Background

Present a breakdown of where sales tax comes from in Medina (e.g. construction and development, retail, etc.).

2023-2025 Sales Tax Data by Industry

Industry	2023 Tax	2024 Tax	2025 Tax
Construction	\$ 1,038,990.74	\$ 1,097,365.63	\$ 963,598.54
Retail	\$ 308,466.57	\$ 332,141.75	\$ 348,438.99
Other	\$ 178,387.73	\$ 209,178.40	\$ 116,679.20
Landscaping	\$ 122,760.21	\$ 133,472.96	\$ 149,020.57
Overlake Golf and County	\$ 81,546.89	\$ 88,422.31	\$ 90,673.75
Art Sales	\$ 4,475.32	\$ 9,456.83	\$ 209,986.04
Professional and Tech Services	\$ 73,634.25	\$ 69,556.64	\$ 67,926.62
Admin/Business Support Services	\$ 59,365.47	\$ 63,120.62	\$ 59,776.21
Telecom	\$ 27,447.39	\$ 27,347.28	\$ 36,331.77
Real Estate	\$ 22,304.65	\$ 26,942.29	\$ 32,131.17
Total:	\$ 1,917,379.22	\$ 2,057,004.71	\$ 2,074,562.86

“Other” Category includes the Following – Agriculture, Utilities, Manufacturing, Wholesale, Transportation, Finance, Healthcare, Entertainment, Public Administrations



Can the sales tax revenues be used to pay for the contract with Bellevue Fire?

It can only be used for the behavioral health component of Bellevue Fire (assuming that is charged as a line item). So, Fire Cares could be paid for by this sales tax. We also have increasing costs for indigent defense which are only going to increase with the new defense standards that are not yet in effect. Those costs can be covered by the sales tax as well.

What is Hunts Point's share of the additional cost for the added position?

Hunts Point pays 13.3% of the Police budget (minus certain items that only apply to Medina). In this case 13% of \$200,000 would be approximately \$26K.

Year four (all else equal), what is our plan for ongoing funding for the position?

There are numerous options that can be considered:

- Economies of scale – taking on additional services for other cities would bring in additional resources to provide better and safer staffing model for the future of all cities. Cost reductions would be realized by all cities involved.
- Use the .1% sales tax increase to fund the position once grant funding (three years) is no longer available. It is possible the grant could get extended if funding is still available at the end of the HB2015 program period.
- In year three, a vacancy would not be filled if a funding source is not available.

What are other options to fund the position?

A variety of options (or combination of options) to fund the additional position exist depending on the policy preferences of the Council:

- One-time uses of fund balance reserves to balance the effect of the expense on the budget balance
- Councilmanic general fund revenue increases such as increasing utilities excise tax rates, 1% property tax levy increase, use of banked property tax levy capacity
- Voted general fund and restricted fund revenue increases such as a voted public safety sales tax, a transportation benefit district sales tax (creates revenue to supplant general fund subsidy to streets), property tax levy increase/lid lift
- Adoption of policies creating new restricted revenues to supplant general fund program subsidies (instituting a transportation benefit district, creating a stormwater utility)
- Offsetting reductions in programs, services, and related expenses

Could the Council reduce the general sales tax amount for the city by .1% to offset the increase that HB2015 brings?

Staff received the following in response to an inquiry directed to WA Dept. of Revenue:

“King County has imposed the maximum rate for both the regular and optional sales and use tax. If the City of Medina elected to pass an ordinance reducing the general sales tax for the city, the rate imposed within Medina would still stay at 10.4%. The County would receive 100% of the reduction, and the tax rate would not decrease.”

For reference, the following table shows the fiscal impact of reductions to the general sales tax revenue by an equivalent or fractional amount of the HB2015-related increase:

-0.10%	\$	(238,235.29)
-0.09%	\$	(214,411.76)
-0.08%	\$	(190,588.24)
-0.07%	\$	(166,764.71)
-0.06%	\$	(142,941.18)
-0.05%	\$	(119,117.65)
-0.04%	\$	(95,294.12)
-0.03%	\$	(71,470.59)
-0.02%	\$	(47,647.06)
-0.01%	\$	(23,823.53)

What is the per-resident cost of passing HB2015 to levy a public services sales tax increase of 0.1%?

For the average resident, the estimated annual sales tax increase would be \$16.30 per person. This would be the cost included if you included estimated revenue generated from the following industries (Retail, Administrative and Business Services, Entertainment and Healthcare).

For you want to include landscaping, the costs increase to \$22.01 per resident.

Please note 65% of total sales tax comes from the following categories, Construction, Manufacturing, Wholesale, Art Sales, Overlake Golf and Country, Real Estate and Telecommunications.

What is the expected effect of HB2015 Public Safety Sales Tax adoption on the City’s long range financial forecast?

See table showing forecast through 2035 for reference (HB2015 Levy Stabilization Forecast). All else equal with a single position add (partially grant funded in years one through three) the adoption of the HB2015 sales tax sustains the levy stabilization balance through 2035 as opposed to 2033 without.

How does Medina's local sales tax rate currently compare to the surrounding area jurisdictions?

See table showing comparison of local sales tax rates from WA DOR (HB2015 Local Sales Tax Rate Comparison). Note that after the HB2015 tax rate becomes effective the combined sales tax rate for Medina will increase to .104, up from the current rate of .103.

Current Forecasting Numbers Prepared by Finance Director Ryan Wagner

	Projection									
Fund Balance Summary	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Balance	\$ 4,577,991	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 3,388,298
Plus: Operating Revenues	\$ 8,711,387	\$ 8,885,615	\$ 9,063,327	\$ 9,244,594	\$ 9,429,485	\$ 9,618,075	\$ 9,810,437	\$ 10,006,645	\$ 10,206,778	\$ 10,410,914
Plus: Interest Earnings	\$ 145,000	\$ 75,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Less: Operating Expenditures	\$ (8,763,285)	\$ (9,070,000)	\$ (9,387,450)	\$ (9,716,011)	\$ (10,056,071)	\$ (10,408,034)	\$ (10,772,315)	\$ (11,149,346)	\$ (11,539,573)	\$ (11,943,458)
Less: Transfer (to)/from Levy Stabilization Fund and Contingency Fund	\$ -	\$ 109,385	\$ 264,123	\$ 421,417	\$ 576,586	\$ 739,958	\$ 911,878	\$ 1,092,700	\$ 1,282,795	\$ 1,482,544
Ending Balance	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 4,671,093	\$ 3,388,298	\$ 1,905,754
<i>info: Year-End Carryover Balance as Percent of Expenditures</i>	52%	51%	50%	49%	48%	47%	46%	46%	32%	18%
<i>Year-End Carryover Target (25%)</i>	\$ 2,190,821	\$ 2,240,154	\$ 2,280,832	\$ 2,323,648	\$ 2,369,871	\$ 2,417,019	\$ 2,465,109	\$ 2,514,161	\$ 2,564,195	\$ 2,615,228
<i>Above/ (Below) Target</i>	\$ 2,480,272	\$ 2,430,939	\$ 2,390,261	\$ 2,347,444	\$ 2,301,221	\$ 2,254,074	\$ 2,205,984	\$ 2,156,931	\$ 824,104	\$ (709,474)
Levy Stabilization/ Contingency Running Balance	\$ 4,435,000	\$ 4,325,615	\$ 4,061,492	\$ 3,640,075	\$ 3,063,489	\$ 2,323,531	\$ 1,411,652	\$ 318,952	\$ -	\$ -

HB2015 Forecasting Numbers Prepared by Finance Director Ryan Wagner

	Projection									
Fund Balance Summary	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Balance	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991
Plus: Operating Revenues	\$ 8,936,387	\$ 9,344,615	\$ 9,659,007	\$ 9,852,187	\$ 10,049,231	\$ 10,250,216	\$ 10,455,220	\$ 10,664,324	\$ 10,877,611	\$ 11,095,163
Plus: Interest Earnings	\$ 145,000	\$ 75,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Less: Operating Expenditures	\$ (8,863,285)	\$ (9,277,000)	\$ (9,601,695)	\$ (10,137,754)	\$ (10,492,576)	\$ (10,859,816)	\$ (11,239,909)	\$ (11,633,306)	\$ (12,040,472)	\$ (12,461,888)
Less: Transfer (to)/from Levy Stabilization Fund and Contingency Fund	\$ (218,102)	\$ (142,615)	\$ (117,312)	\$ 235,567	\$ 393,345	\$ 559,600	\$ 734,690	\$ 918,982	\$ 1,112,861	\$ 1,316,726
Ending Balance	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 4,577,991	\$ 3,261,265
<i>info: Year-End Carryover Balance as Percent of Expenditures</i>	49%	47%	46%	45%	44%	44%	43%	42%	41%	29%
<i>Year-End Carryover Target (25%)</i>	\$ 2,270,347	\$ 2,354,904	\$ 2,429,752	\$ 2,475,547	\$ 2,524,808	\$ 2,575,054	\$ 2,626,305	\$ 2,678,581	\$ 2,731,903	\$ 2,786,291
<i>Above/ (Below) Target</i>	\$ 2,307,644	\$ 2,223,087	\$ 2,148,239	\$ 2,102,444	\$ 2,053,183	\$ 2,002,937	\$ 1,951,686	\$ 1,899,410	\$ 1,846,088	\$ 474,975
Levy Stabilization/ Contingency Running Balance	\$ 4,435,000	\$ 4,577,615	\$ 4,694,927	\$ 4,459,360	\$ 4,066,015	\$ 3,506,415	\$ 2,771,725	\$ 1,852,743	\$ 739,882	\$ -



Local Sales & Use Tax Rates

(Please visit dor.wa.gov for current rates as they update each quarter.)

Note: For information and footnotes, please see the bottom of page 10.

Effective April 1 - June 30, 2026

Tax changes are blue and bolded

County	Location name	Location code	Local rate	State rate	Combined sales tax (1)
King	Seattle	1726	.0405	.0650	.1055
King	Issaquah	1714	.0400	.0650	.1050
King	Renton	1725	.0400	.0650	.1050
King	Shoreline	1737	.0400	.0650	.1050
King	Algona	1701	.0390	.0650	.1040
King	Auburn in King County	1702	.0390	.0650	.1040
King	Des Moines	1709	.0390	.0650	.1040
King	Kent	1715	.0390	.0650	.1040
King	Kirkland	1716	.0390	.0650	.1040
King	Lake Forest Park	1717	.0390	.0650	.1040
King	Pacific in King County	1723	.0390	.0650	.1040
King	Redmond	1724	.0390	.0650	.1040
King	SeaTac	1733	.0390	.0650	.1040
King	Tukwila	1729	.0390	.0650	.1040
King	Yarrow Point	1730	.0390	.0650	.1040
King	Beaux Arts Village	1703	.0380	.0650	.1030
King	Bellevue	1704	.0380	.0650	.1030
King	Bothell in King County	1706	.0380	.0650	.1030
King	Burien	1734	.0380	.0650	.1030
King	Clyde Hill	1708	.0380	.0650	.1030
King	Federal Way	1732	.0380	.0650	.1030
King	Hunts Point	1713	.0380	.0650	.1030
King	Kenmore	1738	.0380	.0650	.1030
King	King County Unincorp. Areas	1700	.0380	.0650	.1030
King	Medina	1718	.0380	.0650	.1030
King	Mercer Island	1719	.0380	.0650	.1030
King	Milton in King County	1731	.0380	.0650	.1030
King	Newcastle	1736	.0380	.0650	.1030
King	Normandy Park	1721	.0380	.0650	.1030
King	Puyallup Tribe - Federal Way	1741	.0380	.0650	.1030
King	Sammamish	1739	.0380	.0650	.1030
King	Woodinville	1735	.0380	.0650	.1030

County	Location name	Location code	Local rate	State rate	sales tax (1)
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Footnotes:

(1) Combined sales tax includes the 6.5% state rate, and the local rate.

Table abbreviations

RTA - Regional Transit Authority

HBZ - Hospital Benefit Zone

PTBA - Public Transportation Benefit Area

Questions

If you have questions, call 360-705-6705. For more information on sales tax rate changes, visit our website at dor.wa.gov/local-sales-and-use-tax.

Accessibility and alternate formats

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.