



# CITY OF MERCER ISLAND

## CITY COUNCIL SPECIAL HYBRID MEETING

Wednesday, July 05, 2023 at 5:00 PM

### MERCER ISLAND CITY COUNCIL:

Mayor Salim Nice, Deputy Mayor David Rosenbaum,  
Councilmembers: Lisa Anderl, Jake Jacobson,  
Craig Reynolds, Wendy Weiker, and Ted Weinberg

### LOCATION & CONTACT:

Mercer Island Community & Event Center and via Zoom  
8236 SE 24th Street | Mercer Island, WA 98040  
206.275.7793 | [www.mercerisland.gov](http://www.mercerisland.gov)

We strive to create an inclusive and accessible experience. Those requiring accommodation for meetings should notify the City Clerk's Office 3 days prior to the meeting at 206.275.7793 or by emailing [cityclerk@mercerisland.gov](mailto:cityclerk@mercerisland.gov).

The hybrid meeting will be broadcast live on MITV Channel 21 and live streamed on the City Council's [YouTube Channel](#)

**Registering to Speak for Appearances:** Individuals wishing to speak live during Appearances (public comment period) must register with the City Clerk at **206.275.7793** or [cityclerk@mercerisland.gov](mailto:cityclerk@mercerisland.gov) before 4 PM on the day of the Council meeting.

Please reference "Appearances" on your correspondence and state if you would like to speak either in person at the Mercer Island Community & Event Center or remotely using Zoom. If providing your comments using Zoom, staff will be prepared to permit temporary video access when you enter the live Council meeting. Please remember to activate the video option on your phone or computer, ensure your room is well lit, and kindly ensure that your background is appropriate for all audience ages. Screen sharing will not be permitted, but documents may be emailed to [council@mercerisland.gov](mailto:council@mercerisland.gov).

Each speaker will be allowed three (3) minutes to speak. A timer will be visible to online to speakers, City Council, and meeting participants. Please be advised that there is a time delay between the Zoom broadcast and the YouTube or Channel 21 broadcast.

**Join by Telephone at 7:00 PM (Appearances will start sometime after 7:00 PM):** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **828 7787 2027** and Password **730224** if prompted.

**Join by Internet at 7:00 PM (Appearances will start sometime after 7:00 PM):** To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **828 7787 2027**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

**Join in person at Mercer Island Community & Event Center at 7:00 PM (Appearances will start sometime after 7:00 PM):**  
8236 SE 24<sup>th</sup> Street, Mercer Island, WA 98040

**Submitting Written Comments:** Email written comments to the City Council at [council@mercerisland.gov](mailto:council@mercerisland.gov).

## MEETING AGENDA - Amended

### EXECUTIVE SESSION, 5:00 PM – Approximately 120 Minutes

#### 1. Real Estate Acquisition

Executive Session to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(1)(b)

## **2. Pending or Potential Litigation**

Executive Session to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i)

## **3. Collective Bargaining**

Executive Session for planning or adopting the strategy or position to be taken by the City Council 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 pursuant to RCW 42.30.140(4)(b)

## **CALL TO ORDER & ROLL CALL, 7:00 PM**

## **PLEDGE OF ALLEGIANCE**

## **AGENDA APPROVAL**

## **APPEARANCES - Position on Agenda Amended 6/30/23**

(This is the opportunity for anyone to speak to the City Council on any item. As it is election season, however, please be reminded that state law (specifically, RCW 42.17A.555) prohibits the use of City facilities for campaign-related purposes with limited exceptions. Accordingly, please do not make campaign-related comments during this time.)

## **STUDY SESSION**

### **1. AB 6290: Comprehensive Plan Periodic Update – Supplemental Scope / Schedule**

**Recommended Action:** Receive report. No action necessary.

## **CITY MANAGER REPORT**

## **CONSENT AGENDA**

### **2. AB 6292: June 16, 2023 Payroll Certification**

**Recommended Action:** Approve the June 16, 2023 Payroll Certification in the amount of \$968,021.03 and authorize the Mayor to sign the certification on behalf of the entire City Council.

### **3. Certification of Claims:**

**A. Check Register | 216153-216215 | 6/16/2023 | \$1,246,024.72**

**B. Check Register | 216216-216298 | 6/23/2023 | \$501,818.56**

**C. EFT Payments | May 2023 | \$3,579,376.11**

**Recommended Action:** Certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

### **4. City Council Meeting Minutes of June 20 Special Hybrid Meeting**

**Recommended Action:** Approve the minutes of the June 20, 2023 Special Hybrid Meeting

### **5. AB 6293: Parks and Recreation Month Proclamation No. 312**

**Recommended Action:** Approve Proclamation No. 312 proclaiming July 2023 as Parks and Recreation Month on Mercer Island.

### **6. AB 6295: Basin 40 Cured-In-Place-Pipe Sewer Lining Project Phase 2 Bid Award**

**Recommended Action:** Award the Basin 40 Cured-In-Place-Pipe Sewer Lining Project Phase 2 to Insta-Pipe, Inc., in the amount of \$1,681,845, and authorize the City Manager to execute a contract with Insta-Pipe for the construction of the project.

### **7. AB 6296: 2022 Arterial and Residential Street Overlays Project Closeout**

**Recommended Action:** Accept the completed 2022 Arterial and Residential Street Overlays project and authorize staff to close out the contract.



**8. AB 6297: 2022 Street Related Utility Improvements Project Closeout**

**Recommended Action:** Accept the completed 2022 Street Related Utility Improvements project and authorize staff to close out the contract.

**REGULAR BUSINESS**

**9. AB 6291: Town Center Parking Study Draft Report & Early Actions Implementation Update - **Position on Agenda Amended 6/30/23****

**Recommended Action:** Resume the process to finalize and adopt the Town Center Parking Study Report by the end of 2023

**10. AB 6307: Interlocal Agreement with Eastside Fire & Rescue for Regional Fire and Emergency Medical Services – **Added 6/29/23, Position on Agenda Amended 6/30/23****

**Recommended Action:** Adopt Resolution No. 1645 approving the Interlocal Agreement with Eastside Fire & Rescue

**OTHER BUSINESS**

**10. Planning Schedule**

**11. Councilmember Absences & Reports**

**ADJOURNMENT**



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6290**  
**July 5, 2023**  
**Study Session**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6290: Comprehensive Plan Periodic Review Housing Element Update Supplemental Scope and Schedule	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Receive report. No action necessary.	

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Director Adam Zack, Senior Planner
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Housing Element Supplemental Scope of Work
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to present a supplemental scope of work for the 2024 Periodic Update of the Comprehensive Plan. The City of Mercer Island is required to review and update its Comprehensive Plan by December 31, 2024. The supplemental scope of work will add tasks to the scope of work, to be completed by this deadline.

- In 2021, the WA State Legislature enacted Engrossed Second Substitute House Bill 1220 (HB 1220) requiring changes to the Comprehensive Plan to address potential racially disparate impacts of housing policies and affordable housing for all income ranges (see [AB 6156](#) for more information).
- On March 15, 2022, the City Council approved [Resolution No. 1621](#), which established a scope of work for the Comprehensive Plan periodic review.
- In late 2022 and early 2023, the WA Department of Commerce (“Commerce”) issued guidance for complying with HB 1220. This guidance necessitates additional tasks for the comprehensive plan periodic review that were not included in the scope approved by Resolution No. 1621.
- In 2023, the WA State Legislature enacted House Bills 1110 (“HB 1110”) and 1337 (“HB 1337”) setting new requirements for residential densities in cities and amending the requirements for accessory dwelling units (ADU). The changes enacted by both bills will require Comprehensive Plan amendments.

- Given the changes made by HB 1110 and HB 1337, and the Commerce guidance for complying with HB 1220, the scope approved by Resolution 1621 must be supplemented with additional tasks.
- The Housing Element Supplemental Scope in Exhibit 1 outlines the supplemental tasks and schedule needed to comply with recent changes in state law and Commerce guidance.

## BACKGROUND

Cities and counties planning under the WA Growth Management Act (GMA) are required to periodically review and, if necessary, update their comprehensive plans. Cities in King County are required to complete their periodic review and update by December 31, 2024. The City Council approved a scope of work, public participation plan, and master schedule for the Mercer Island Comprehensive Plan periodic review with [Resolution No. 1621](#) on March 15, 2022.

The approved scope of work, public participation plan, and master schedule set the planned tasks for completing the comprehensive plan periodic review. Based on the minor changes to the City's housing and employment growth targets at that time, the periodic review was planned to be a 'surgical' update. While most of the Comprehensive Plan still only needs targeted updates, recent statewide legislation and guidance from Commerce indicate that the update to housing policies in the Housing Element will require additional tasks not included in the scope, public participation plan, and master schedule.

### House Bill 1220 and Commerce Guidance

In 2021, the WA State Legislature enacted [HB 1220](#), which amended the planning requirements for cities. Complying with HB 1220 will necessitate additional tasks during the Comprehensive Plan periodic review. A requirement established in HB 1220 is that the City must adopt affordable housing unit targets and demonstrate that the Comprehensive Plan can accommodate the targets ([RCW 36.70A.070\(2\)](#)). Another requirement is that the City must identify policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing ([RCW 36.70A.070\(2\)\(e\)](#)) and policies to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions ([RCW 36.70A.070\(2\)\(f\)](#)). In late 2022 and early 2023, [Commerce issued guidance](#) for complying with these requirements. Based on the Commerce guidance, the City will need to add new tasks to the scope of work approved in 2022.

### Recent Statewide Legislation

The WA State Legislature enacted [HB 1110](#) and [HB 1337](#) during the 2023 session. HB 1110 and HB 1337 both require regulatory changes that must be adopted within six months of the completion of the periodic review (by June 30, 2025). Those regulatory changes will also require policy amendments in the Comprehensive Plan to ensure they are consistent with each other. The policy changes that precede the development code amendments can be made during the Comprehensive Plan periodic review and can be rolled into the tasks detailed in the supplemental scope of work. Work on the regulatory changes will begin in 2024, following the completion of the Comprehensive Plan periodic review.

## ISSUE/DISCUSSION

The requirements added to the Comprehensive Plan periodic review by HB 1220, HB 1110, HB 1337, and the guidance provided by Commerce requires expanding the scope of work for the Housing Element. The initial scope of work for this element was planned to be a heavy touch of the existing element but did not contemplate the additional planning requirements the legislature has since added. Given the additional

planning needed for affordable housing, racially disparate impacts, middle housing, and ADUs, the Housing Element will need an in-depth overhaul. The Land Use Element will also need some further policy amendments to correspond with the overhaul of the Housing Element.

### Supplemental Scope of Work

The supplemental scope of work in Exhibit 1 details the additional tasks necessary to comply with changes to State law and the Commerce guidance. This document outlines the additional steps the City will take to respond to these changes and finish the Comprehensive Plan periodic review. The additional tasks will be undertaken between July 2023 and February 2024, when the Planning Commission is scheduled to begin the legislative review of the draft Comprehensive Plan Amendment.

Key tasks and milestones in the supplemental scope of work include:

- **July – October 2023:** Staff will conduct the additional land capacity and racially disparate impacts analyses outlined in the Commerce guidance.
- **November 2023:** City Council briefing on the outcomes of the additional land capacity and the racially disparate impacts analyses.
- **December 2023:** The City Council will give direction on preferred housing alternative to address land capacity and racially disparate impacts.
- **January 2024:** Housing Work Group will review the draft of Comprehensive Plan amendments related to housing.
- **February/March 2024:** Planning Commission begins its legislative review.

The supplemental scope of work aims to get the additional work to the Planning Commission in time to wrap up the periodic review by the end of June 2024, the date the periodic review is set to conclude in the scope of work adopted by [Resolution No. 1621](#). However, in 2022, the WA Legislature pushed back the deadline for cities in King County to finish their periodic review from June 30, 2024, to December 31, 2024. Thus, additional time in the second half of 2024 is available if one or more tasks in the supplemental scope take longer than expected and the City chooses to extend the timeline.

### **NEXT STEPS**

At the July 18 meeting, the supplemental scope of work will be presented for City Council approval by resolution.

### **RECOMMENDED ACTION**

Receive report. No action necessary.

# Housing Element Supplement Scope of Work

**CITY OF MERCER ISLAND COMPREHENSIVE PLAN PERIODIC REVIEW**

**COMMUNITY PLANNING AND DEVELOPMENT**

## Housing Element Supplemental Scope of Work

In 2022, the City Council approved a scope of work, master schedule, and public participation plan for the Comprehensive Plan update with Resolution No. 1621. Several months after the approval of Resolution 1621, The WA Department of Commerce began issuing guidance for changes to Growth Management Act (GMA) requirements for housing elements enacted by the WA Legislature in 2021 (E2SHB 1220). The guidance outlined new required steps cities should use when updating their housing elements. These new steps were beyond the work initially scoped and scheduled by Resolution No. 1621. In order to comply with state requirements, the City needs to supplement the scope and schedule for the Housing Element update.

The original scope of work and master schedule for the Comprehensive Plan update targeted April 2024 for adoption of the Comprehensive Plan update. This supplemental scope of work and schedule for updating the housing element is expected to delay adoption of the Comprehensive Plan update to a few months later than initially scoped and scheduled by Resolution No. 1621. The GMA requires cities in King County to complete their comprehensive plan updates by December 31, 2024. This supplemental scope of work details the tasks and schedule needed to update the Housing Element, amend other Comprehensive Plan policies to maintain internal consistency, and prepare an implementation plan to address the GMA requirements.

### **Engrossed Second Substitute House Bill 1220 (E2SHB 1220)**

The WA State Legislature adopted E2SHB 1220 in 2021. This bill amended the GMA adding new housing element requirements. The Bill also requires the WA Department of Commerce (Commerce) to provide counties and cities with guidance for meeting the new requirements. The initial guidance from Commerce has indicated that the City will be required to undertake additional tasks not included in the scope of work and schedule approved with Resolution No. 1621. The new housing element requirements that will require additional tasks are summarized below.

#### Racially Disparate Impacts

A key change enacted by E2SHB 1220 is that cities and counties must identify housing policies that have resulted in racially disparate impacts, displacement, and exclusion. It must also include policies and regulations that address and begin to undo racially disparate impacts, displacement, and exclusion in housing. These requirements are established in [RCW 36.70A.070\(2\)\(e\)-\(h\)](#).

#### Housing Affordability

E2SHB 1220 added a new requirement that counties and cities planning under the GMA must inventory and analyze housing needs for households of all income levels (moderate, low, very low, and extremely low-income households as well as emergency housing, emergency shelters, and permanent supportive housing). The City must also demonstrate that “adequate provisions” are made for the existing and projected needs of all economic segments of the community. These requirements are established in [RCW 36.70A.070\(2\)\(a\)-\(d\)](#).

### **House Bill 1110 (HB 1110)**

Adopted in 2023, HB 1110 requires cities to allow middle housing types in zones where single-family homes are allowed. A city the size of Mercer Island must allow the following densities:

- At least two units per lot unless the zone allows a greater density or intensity.



- At least four units per lot within one quarter mile walking distance of a major transit stop. Major transit stop is defined as any one of the following:
  - A stop on a high-capacity transportation system;
  - Commuter rail stops;
  - Stops on rail or fixed guideway systems; or
  - Stops on bus rapid transit routes.
- At least four units per lot on any lot zoned for single-family residential provided one of the units is affordable housing.

Another feature of HB 1110 is that within single-family zones, cities must allow six of the nine middle housing types defined in the bill. The nine middle housing types defined in the bill are: duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing. The combination of allowing more diverse housing and amending density throughout the City will require changes to housing and land use policies in the Comprehensive Plan in addition to code amendments to implement those changes.

The required housing and land use policy amendments will be included in the 2024 Comprehensive Plan periodic update. The development code amendments required by HB 1110 will be adopted following the Comprehensive Plan update. The tasks associated with amending the Mercer Island City Code are not included in this scope of work.

#### **House Bill 1337 (HB 1337)**

In 2023, the WA Legislature also passed HB 1337 which changes how cities can regulate accessory dwelling units (ADUs). HB 1337 will require amendments to policies in the housing and land use elements during the Comprehensive Plan update. In addition to policy changes, many of the requirements of HB 1337 will be met through amending the Mercer Island City Code following the Comprehensive Plan update. The tasks associated with amending the Mercer Island City Code are not included in this scope of work.

#### **Expanding the Scope of Work for the Housing Element**

The requirements added to the Housing Element periodic review by E2SHB 1220, HB 1110, HB 1337, and the guidance provided by Commerce will require expanding the scope of work for the Housing Element. The initial scope of work for this element was planned to be a heavy touch of the existing element but did not contemplate the additional planning requirements the legislature has since added. Given the additional planning needed for affordable housing, racially disparate impacts, middle housing, and ADUs, the Housing Element will need an in-depth overhaul. The Land Use Element will need some policy amendments to correspond with the overhaul of the Housing Element.

This supplemental scope of work details a project to substantially rework the existing Housing Element as needed to account for the new requirements set in state law. The Housing Element will be reshaped by the new requirements. The existing goals and policies will be used as a point of reference, and many will be recycled into the rewritten element, but substantive changes are expected. Additional refinement of other Comprehensive Plan Policies will also be needed to maintain internal consistency. The bulk of additional policy amendments in other elements are expected to be made in the Land Use Element because those policies directly interface with developable land supply, moderate density, and housing affordability. An internal consistency review to ensure that other Comprehensive Plan policies are consistent with updated housing policies will be included in this project.

## Supplemental Public Participation

HB 1220 requires evaluation of policies to determine whether they have had impacts to specific communities. A major component of HB 1220 is that the City must identify policies that may have had racially disparate impacts, displacement, and exclusion. After identifying the policies, the City must make amendments to begin undoing the legacy of those policies. After reviewing the guidance for complying with this requirement, targeted community engagement will be needed during the process of identifying those policies and developing alternatives that will help counter their effects. This will be conducted as a roundtable discussion with community leaders focused on potential racially disparate impacts analysis. The HWG can assist in selecting and reaching out to community leaders. The intent of the roundtable discussion is to collect input on the policy alternatives the City will consider during the Comprehensive Plan update.

## Tasks

### Task List

1. Racially Disparate Impacts Report
2. Housing Policy Evaluation
3. Prepare Housing For All Land Capacity Analysis Methodology
4. Conduct Housing For All Land Capacity Analysis
5. Targeted Community Engagement: Roundtable Discussion
6. Identify Adequate Provisions and Draft Alternatives
7. Initial City Council Briefing on Adequate Provisions and Draft Alternatives
8. Housing Work Group Check In
9. City Council Selects Desired Alternative
10. Prepare Housing Element Draft and Implementation Plan
11. Comprehensive Plan internal consistency review
12. HWG Reviews Draft
13. Initiate Legislative Review

### Task Descriptions

#### **Task 1 – Racially Disparate Impacts Report**

**July – September 2023**

To begin addressing the changes from HB 1220 is to identify and measure potential racially disparate impacts. The first task is to prepare a report that details and quantifies disparate impacts.

*Deliverable:* A report summarizing the disparate impacts housing policies may have had. The report should identify, where applicable:

- Racially disparate outcomes;

- Displacement risks; and
- Possible exclusion resulting from housing policies.

## **Task 2 – Housing Policy Evaluation**

**July – September 2023**

A policy framework will be prepared that analyzes existing policies for whether they have contributed to the outcomes identified in the Racially Disparate Impacts Report. Policy evaluation should include land use and policies in other Comprehensive Plan elements that relate to housing.

*Deliverable:* A policy framework describing which policies may have resulted in racially disparate impacts, increased displacement risk, or exclusion in housing.

## **Task 3 – Prepare Housing For All Land Capacity Analysis Methodology**

**July – September 2023**

Prior to conducting the Housing For All Land Capacity Analysis, staff will prepare a methodology for the analysis. Preparing the methodology will provide an opportunity for the City Council to provide comments on the assumptions about growth to be used in the analysis. Following the guidance from Commerce, assumptions about growth are central to the Housing For All Land Capacity Analysis. These assumptions will articulate how the City expects growth to occur through the planning period. Essentially, the assumptions about growth are an estimate of how much development is expected to occur; tempering total capacity with the likelihood that full buildout will not happen in 10 or 20 years. This task will include a round of review and feedback on the draft methodology with the City Council.

*Deliverable:* A Housing For All Land Capacity Analysis Methodology.

## **Task 4 – Conduct Housing For All Land Capacity Analysis**

**July – September 2023**

New GMA requirements adopted by E2SHB 1220 stipulate that the City must accommodate housing affordable to all income ranges. The City will need to demonstrate that the Comprehensive Plan and City zoning allow sufficient development capacity to accommodate the housing targets by income range. This will require analysis of the City's land capacity to identify how much housing can be developed in each affordability range. Affordability roughly correlates to density ranges per the Commerce guidance. This means that more dense housing capacity can accommodate lower income ranges. Additional analysis will be needed to identify the gaps between capacity and the housing targets and barriers for developing housing affordable for each affordability range.

*Deliverable:* Analysis of development capacity disaggregated by income band and potential barriers to housing development.

## **Task 5 – Targeted Community Engagement: Roundtable Discussion**

**September – October 2023**

After identifying communities that may have been impacted by policies with racially disparate impacts, City staff will reach out to those communities to get more information about their lived experience. This qualitative input will be combined with the quantitative analysis and integrated into the Racially Disparate Impacts report. This information should provide valuable insight into the policies that may have had an impact and what amendments could help begin undoing that legacy.

*Deliverable:* Round of interviews and outreach to affected communities.

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**Task 6 – Identify Adequate Provisions and Draft Alternatives****August – October 2023**

After Tasks 4 and 5, the City will prepare policy alternatives that include adequate provisions for housing needs and addressing racially disparate impacts. During this task, potential policy, zoning map, and code amendments will be identified, and alternatives will be prepared. The draft of housing policy alternatives should include policy, development code, and zoning alternatives for consideration during the latter tasks of this project. These alternatives might include targeted development code amendments to necessary to increase housing capacity to accommodate the housing need allocated to the City by the state and County.

*Deliverable:* initial Draft of Housing Alternatives

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**Task 7 – Initial City Council Briefing on Adequate Provisions and Draft Alternatives** **November 2023**

After concluding the land capacity and racially disparate impacts analyses, staff will brief the City Council on the results and draft alternatives. The City Council can consider the information and ask questions during the briefing. Initial feedback on the draft alternatives can also be provided during this meeting.

*Deliverable:* Initial City Council Direction on Draft Housing Alternatives

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**Task 8 – Housing Work Group Check In****October – December 2023**

The Housing Work Group will be briefed on the work completed during the previous tasks and provide input on the proposed alternatives. This can include more than one briefing.

*Deliverable:* Housing Work Group input on draft housing alternatives and preparation for involvement in the planned public participation.

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**Task 9 – City Council Selects Preferred Alternative****December 2023**

The City Council will review the analysis conducted earlier in the project and consider the alternatives provided. During this review, the City Council will take action to give staff direction on which alternative is preferred. This direction will inform the drafting of a draft Housing Element and Implementation Plan in Task 10.

*Deliverable:* City Council direction regarding the preferred housing alternative.

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**Task 10 – Prepare Housing Element Draft and Implementation Plan****January – March 2024**

After getting feedback from the Housing Work Group on the housing alternatives, staff will prepare an initial draft of the Housing Element amendments and implementation plan to address housing needs and racially disparate impacts identified in previous tasks. The initial draft will incorporate the public input gathered. The initial Housing Element draft is expected to be a substantial reworking of the element.

An initial draft of the housing implementation plan will be prepared at the same time as the Housing Element draft so that implementation can be concurrently considered. The City is not required to implement all of the changes to the Housing Element at the time the Comprehensive Plan update is adopted. The GMA requires Cities to report on implementation within five years of the Comprehensive Plan update adoption. The implementation plan should detail the implementation actions the City will take in the five years following adoption. Establishing this implementation plan at the same time amendments are made to the Housing Element will enable the City to track its progress toward achieving its housing goals and satisfy the GMA requirements.

*Deliverable:* Initial draft of the Housing Element and Implementation Plan

**Task 11 – Comprehensive Plan Internal Consistency Review**

**February – March 2024**

Prior to initiating the legislative review with the Planning Commission, staff will evaluate review and propose policy updates for other Comprehensive Plan elements to ensure that they are consistent with the amendments to Housing Element goals and policies. This will likely focus on the Land Use Element because that element and the Housing Element are closely linked.

*Deliverable:* Public Review Draft of the Comprehensive Plan Update

**Task 12 – HWG Reviews Draft**

**January – February 2024**

The Housing Work Group will review the draft Housing Element and implementation plan prior to making a recommendation to the Planning Commission. This will give the work group an opportunity to give staff direction on preparing the first draft Housing Element draft and implementation plan that will be presented to the Planning Commission.

*Deliverable:* Housing Work Group Feedback on Housing Element and implementation plan draft.

**Task 13 – Initiate Legislative Review**

**February – April 2024**

Initiating the legislative review with the Planning Commission will complete this project. At this point, the review of housing goals and policies will connect back with the overall Comprehensive Plan update process and proceed according to that scope and schedule.

*Deliverables:* First Housing Work Group meeting to review the initial draft of the Housing Element and other related policies.

## Supplemental Schedule

**Table 1. Housing Element Supplemental Scope of Work Master Schedule.**

Task #	Task Description	2023							2024				
		J	J	A	S	O	N	D	J	F	M	A	M
1	Racially Disparate Impacts Report	J	J	A	S	O	N	D	J	F	M	A	M
2	Housing Policy Evaluation	J	J	A	S	O	N	D	J	F	M	A	M
3	Prepare Housing For All Land Capacity Analysis Methodology	J	J	A	S	O	N	D	J	F	M	A	M
4	Conduct Housing For All Land Capacity Analysis	J	J	A	S	O	N	D	J	F	M	A	M
5	Targeted Community Engagement: Roundtable Discussion	J	J	A	S	O	N	D	J	F	M	A	M
6	Identify Adequate Provisions and Draft Alternatives	J	J	A	S	O	N	D	J	F	M	A	M
7	Initial City Council Briefing on Adequate Provisions and Draft Alternatives	J	J	A	S	O	N	D	J	F	M	A	M
8	Housing Work Group Check In	J	J	A	S	O	N	D	J	F	M	A	M
9	City Council Selects Desired Alternative	J	J	A	S	O	N	D	J	F	M	A	M
10	HWG Updates Alternatives	J	J	A	S	O	N	D	J	F	M	A	M
11	Prepare Housing Element Draft and Implementation Plan	J	J	A	S	O	N	D	J	F	M	A	M
12	Comprehensive Plan internal consistency review	J	J	A	S	O	N	D	J	F	M	A	M
13	Initiate Legislative Review with Planning Commission	J	J	A	S	O	N	D	J	F	M	A	M





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6292**  
**July 5, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6292: June 16, 2023 Payroll Certification	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Approve the June 16, 2023 Payroll Certification in the amount of \$968,021.03.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Administrative Services
<b>STAFF:</b>	Ali Spietz, Chief of Administration Nicole Vannatter, Human Resources Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. June 16, 2023 Payroll Certification 2. FTE/LTE Counts
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

This agenda bill is to approve the payroll certification for the City of Mercer Island for the period from May 27, 2023 through June 9, 2023 in the amount of \$968,021.03 (see Exhibit 1).

### BACKGROUND

[RCW 42.24.080](#) requires that all claims presented against the City by performing labor must be certified by the appropriate official to ensure that the labor was performed as described, and that the claims are just, due, and unpaid obligations against the City, before payment can be made. [RCW 42.24.180](#) allows the payment of claims to occur prior to City Council approval to expedite processing of the payment of claims, provided, however, that review and approval of the claims' documentation occurs at the next regularly scheduled public meeting. The Payroll Certification details the total payment to employees for labor performed and benefits payments made for each payroll. The City is on a bi-weekly payroll schedule with payments every other Friday.

## ISSUE/DISCUSSION

Each payroll varies depending on several factors (i.e., number of employees, pay changes, leave cash outs, overtime, etc.). In addition to regular pay for employees, this payroll has variants that are outlined below.

### Additional payments:

Description	Amount
Leave cash outs for current employees	\$8,344.94
Leave cash outs for terminated employees	\$0.00
Service and recognition awards	\$1,126.92
Overtime earnings (see chart for overtime hours by department).	\$60,652.97
<b>Total</b>	<b>\$70,124.83</b>

### Overtime hours by department:

Department	Hours
Administrative Services	
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	3.00
Fire	552.00
Municipal Court	
Police	127.75
Public Works	83.00
Thrift Shop	
Youth & Family Services	
<b>Total Overtime Hours</b>	<b>765.75</b>

## NEXT STEPS

### FTE/LTE COUNTS

The table in Exhibit 2 shows the budgeted versus actual counts for Full Time Equivalents (FTEs) and Limited Term Equivalents (LTEs) for the current payroll. Casual labor employees (temporary and seasonal) are not included in the counts.

### Casual Labor

In addition to FTE and LTE employees, the City utilizes casual labor to address workload needs that exceed the capacity or expertise of the City's regular staff and that are time limited or seasonal. Casual labor is used primarily to address seasonal workload needs and short-term workload issues created by special projects or position vacancies. Compared to an LTE position, a casual labor position has limited benefits and is filled for a shorter period of time (1-3 months, 6 months, or 9 months). The departments/divisions that utilize casual labor the most are Parks Maintenance, Recreation, Public Works, and the Thrift Store.

## RECOMMENDED ACTION

Approve the June 16, 2023 Payroll Certification in the amount of \$968,021.03 and authorize the Mayor to sign the certification on behalf of the entire City Council.

## CITY OF MERCER ISLAND PAYROLL CERTIFICATION

Item 2.

**PAYROLL PERIOD ENDING** 06.09.2023  
**PAYROLL DATED** 06.16.2023

Net Cash	\$	638,071.22
Net Voids/Manuals	\$	-
<b>Net Total</b>	<b>\$</b>	<b>638,071.22</b>
Federal Tax Deposit	\$	105,323.03
Social Security and Medicare Taxes	\$	58,478.91
Medicare Taxes Only (Fire Fighter Employees)	\$	2,603.72
State Tax (Oregon, Massachusetts and North Carolina)	\$	88.93
Family/Medical Leave Tax (Massachusetts)	\$	12.38
Public Employees' Retirement System (PERS Plan 2)	\$	29,051.32
Public Employees' Retirement System (PERS Plan 3)	\$	8,463.95
Public Employees' Retirement System (PERSJM)	\$	587.22
Public Safety Employees' Retirement System (PSERS)	\$	236.44
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	31,253.76
Regence & LEOFF Trust Medical Insurance Deductions	\$	13,706.39
Domestic Partner Medical Insurance Deductions	\$	1,488.77
Kaiser Medical Insurance Deductions	\$	1,029.29
Health Care - Flexible Spending Account Contributions	\$	1,864.24
Dependent Care - Flexible Spending Account Contributions	\$	1,346.17
ICMA Roth IRA Contributions	\$	666.23
ICMA 457 Deferred Compensation Contributions	\$	36,773.18
Fire Nationwide 457 Deferred Compensation Contributions	\$	16,541.75
Fire Nationwide Roth IRA Contributions	\$	3,141.87
ICMA 401K Deferred Compensation Contributions		
Garnishments (Chapter 13)	\$	1,024.33
Child Support Wage Garnishment	\$	706.03
Mercer Island Employee Association Dues	\$	212.50
AFSCME Union Dues	\$	2,902.25
Police Union Dues	\$	2,531.23
Fire Union Dues	\$	2,060.91
Fire Union Supplemental Dues	\$	162.00
Standard - Supplemental Life Insurance	\$	382.70
Unum - Long Term Care Insurance	\$	839.15
AFLAC - Supplemental Insurance Plans	\$	238.52
Coffee Club Dues	\$	4.00
Transportation - Flexible Spending Account Contributions		
Fire HRA-VEBA Contributions	\$	6,227.75
Miscellaneous		
GET		
Oregon Transit Tax and Oregon Benefit Tax	\$	0.89
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>329,949.81</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$</b>	<b>968,021.03</b>
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.



Finance Director

I, the undersigned, do hereby certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

## FTE AND LTE COUNTS AS OF 6/9/2023

Full Time Equivalents (FTEs)	2023 Budgeted	2023 Actual
Administrative Services	15.00	14.00
City Attorney's Office	2.00	2.00
City Manager's Office	3.00	3.00
Community Planning & Development	18.00	18.00
Finance	9.00	7.00
Fire	31.50	29.50
Municipal Court	3.10	3.10
Police	37.50	37.50
Public Works	64.80	57.80
Recreation	10.25	10.25
Youth & Family Services	11.43	10.43
Thrift Shop	2.00	2.00
<b>Total FTEs</b>	<b>207.58</b>	<b>194.58</b>
Limited Term Equivalents (LTEs)	2023 Budgeted	2023 Actual
Administrative Services		1.00
City Manager's Office <sup>1</sup>	1.00	1.00
Community Planning & Development <sup>2</sup>	1.00	
Finance	1.00	1.00
Public Works <sup>3</sup>	4.00	4.75
Youth & Family Services	3.03	3.83
Thrift Shop	7.50	6.50
<b>Total LTEs</b>	<b>17.53</b>	<b>18.08</b>
<b>Total FTEs &amp; LTEs</b>	<b>225.11</b>	<b>212.67</b>

### FTE Vacancies:

- 1.0 Asset Mgmt Bus Systems Analyst
- 1.0 CIP Project Inspector
- 2.0 CIP Project Manager
- 1.0 Deputy Fire Chief (contracted out)
- 1.0 Financial Analyst
- 1.0 Fire Chief (contracted out)
- 1.0 Parks Maintenance Team Member
- 1.0 ROW/Stormwater Team Member
- 1.0 Sustainability Program Analyst
- 1.0 Systems Support Specialist
- 1.0 Utility Billing Admin Assistant
- 1.0 YFS Administrator

### Footnotes:

- <sup>1</sup> 5/23/2023: Extend 1.0 LTE Management Analyst [AB 6255](#)
- <sup>2</sup> 5/23/2023: New 1.0 LTE Assistant Planner [AB 6255](#)
- <sup>3</sup> 5/23/2023: New 1.0 LTE Support Services Foreman [AB 6255](#)

## CERTIFICATION OF CLAIMS

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.



\_\_\_\_\_  
Finance Director

I, the undersigned, do hereby certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	216153-216215	6/16/2023	\$1,246,024.72
			\$1,246,024.72

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0118352	00216173	H D FOWLER	INVENTORY PURCHASES	2,743.11
<i>Org Key: AS1100 - Administrative Services</i>				
P0118419	00216209	VERIZON WIRELESS	VERIZON APR 24-MAY 23 ANGIE/AL	213.41
<i>Org Key: CA1100 - Administration (CA)</i>				
P0118347	00216159	CBRE INC.	Invoice #0018925-1-23 - Profes	8,000.00
P0118381	00216183	MARTEN LAW	Invoice #44094737 Professional	878.75
P0118381	00216183	MARTEN LAW	Invoice #44094736 Professional	855.00
P0118380	00216195	RELX INC DBA LEXISNEXIS	Invoice # 3094496162 Legal	378.74
P0118418	00216209	VERIZON WIRELESS	VERIZON APR 24-MAY 23 SWAN	47.10
<i>Org Key: CA1200 - Prosecution &amp; Criminal Mngmnt</i>				
P0118382	00216186	MOBERLY AND ROBERTS	Invoice #1104 Professional Ser	7,600.66
<i>Org Key: CM1100 - Administration (CM)</i>				
P0118417	00216209	VERIZON WIRELESS	VERIZON APR 24-MAY 23	178.40
<i>Org Key: CR1100 - Human Resources</i>				
P0118386	00216194	RALPH ANDERSON & ASSOCIATES	Classification and Compensatio	8,800.00
P0118409	00216192	PUBLIC SAFETY TESTING INC	May 2023 Police Fees INV 2023-	352.00
<i>Org Key: CT1100 - Municipal Court</i>				
P0118421	00216209	VERIZON WIRELESS	VERIZON APR 24-MAY 23 MUNICIPA	42.10
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00216190	PEAK BUILDERS	FULL PROJECT CANCELED	9,848.31
	00216200	RUDD, JEFFERY	FULL PROJECT CANCELED	779.10
<i>Org Key: DS1100 - Administration (DS)</i>				
P0118358	00216157	BELLEVUE, CITY OF	Q2 2023 MBP Subscription	11,805.61
<i>Org Key: DS1200 - Bldg Plan Review &amp; Inspection</i>				
P0118357	00216213	WSP USA	Project: PS2320341C Geo Peer R	995.00
<i>Org Key: FN2100 - Data Processing</i>				
P0118364	00216184	METROPRESORT	MAY 2023 E-SERVICCE PORT ADMIN	75.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0118362	00216184	METROPRESORT	MAY 2023 PRINTING & MAILING OF	196.68
P0118362	00216184	METROPRESORT	MAY 2023 PRINTING & MAILING OF	158.76
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0118362	00216184	METROPRESORT	MAY 2023 PRINTING & MAILING OF	196.67
P0118362	00216184	METROPRESORT	MAY 2023 PRINTING & MAILING OF	158.78
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0118362	00216184	METROPRESORT	MAY 2023 PRINTING & MAILING OF	196.69
P0118362	00216184	METROPRESORT	MAY 2023 PRINTING & MAILING OF	158.76
<i>Org Key: FR1100 - Administration (FR)</i>				
P0118413	00216163	CULLIGAN SEATTLE WA	Bottled water service	386.36
P0118355	00216154	Alvaria Inc	Telestaff monthly fee	165.15
P0118356	00216171	GRAINGER	household - floor squeegee	44.49



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: FR2100 - Fire Operations</b>				
P0116737	00216168	EPSCA	44 RADIOS FOR FIRE 2023	1,111.00
P0118414	00216181	KROESENS UNIFORM COMPANY	Uniforms Ops	541.57
P0118414	00216181	KROESENS UNIFORM COMPANY	Uniform Ops	28.63
<b>Org Key: FR2500 - Fire Emergency Medical Svcs</b>				
P0118412	00216182	LIFE ASSIST INC	Aid supplies	109.40
<b>Org Key: FR4100 - Training</b>				
P0118353	00216170	FIRETREX	Fire Training Tracker Monthly	2,100.00
<b>Org Key: GB0120 - PW Building Roof Replacement</b>				
P0116929	00216204	STEMPER ARCHITECTURE COLLAB	PUBLIC WORKS BUILDING SEISMIC	9,447.02
<b>Org Key: GGM001 - General Government-Misc</b>				
P0118392	00216172	GREEN LATRINE	9601 SE 36TH ST MONTHLY RENTAL	575.00
P0118365	00216158	BRINKS INC	MAY 2023 ARMoured TRUCK DEPOSI	489.73
<b>Org Key: GGM004 - Gen Govt-Office Support</b>				
P0118410	00216214	Xerox Financial Services	Copier Lease Fees June 2023 IN	1,031.64
P0118349	00216191	PITNEY BOWES INC	RED INK FOR POSTAGE MACHINE	383.79
P0118354	00216198	RICOH USA INC	Copier rental and cost per cop	241.89
P0118350	00216197	RESERVE ACCOUNT	POSTAGE TEST, CONNECTION WAS L	5.00
<b>Org Key: GGM100 - Emerg Incident Response</b>				
P0118429	00216193	R&M ASBESTOS & DEMO	ASBESTOS TILE & MASTIC REMOVAL	26,941.50
P0118428	00216193	R&M ASBESTOS & DEMO	ASBESTOS AIR SAMPLING DUST	2,185.00
P0118427	00216193	R&M ASBESTOS & DEMO	JOBSITE DETAILS/ INFO AND SAMP	965.00
<b>Org Key: GT0105 - High Accuracy Aerial Orthophot</b>				
P0118374	00216162	CITY OF BELLEVUE	2023 AERIAL MAP ORTHOS	5,446.65
<b>Org Key: IGVO11 - Chamber of Commerce</b>				
P0118359	00216185	MI CHAMBER OF COMMERCE	2023 Q1 Chamber Contract (Amen	1,800.00
<b>Org Key: IS2100 - IGS Network Administration</b>				
P0118372	00216202	Smarsh Inc.	Smarsh Additional May	99.04
P0118424	00216199	Ringsquared Telecom LLC	MAY 2023 LONG DISTANCE CALLING	82.12
<b>Org Key: MT1500 - Urban Forest Mangement</b>				
P0118250	00216201	Seattle Tree Care	Luther Burbank Beetle Treatmen	5,012.85
<b>Org Key: MT2100 - Roadway Maintenance</b>				
P0118376	00216179	KC FINANCE	PROJECT # 1135615 RSD SGNL 40	1,801.60
P0118351	00216160	CEDAR GROVE COMPOSTING INC	3-WAY TOPSOIL (15 YDS)	594.55
P0118431	00216212	WSDOT	APRIL 2023 SE 28TH AND 80TH AV	59.10
<b>Org Key: MT3150 - Water Quality Event</b>				
P0118388	00216166	DEPARTMENT OF HEALTH	PROJECT AND PLAN REVIEW # 23-0	1,984.00
<b>Org Key: MT3195 - Water - Supply Response</b>				
P0118384	00216167	EASTSIDE FIRE & RESCUE	Fire Tender Truck/Equipment an	34,823.19
<b>Org Key: MT4150 - Support Services - Clearing</b>				
P0118426	00216209	VERIZON WIRELESS	VERIZON APR 24 - MAY 23 PW	4,163.28

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0116737	00216168	EPSCA	1 RADIO FOR MAINTENANCE	25.25
<i>Org Key: MT4200 - Building Services</i>				
P0118389	00216187	NORTON CORROSION LIMITED LLC	2023 ANNUAL INSPECTION CATHODI	1,343.00
P0118399	00216205	TACOMA DIESEL	FIRE STATION # 92 TEST RAN	1,293.68
P0118402	00216205	TACOMA DIESEL	CITY HALL FACILITY OIL AND FIL	1,293.68
P0118401	00216205	TACOMA DIESEL	FIRE STATION # 91 TEST RAN	1,293.68
P0118402	00216205	TACOMA DIESEL	CITY HALL FACILITY OIL AND FIL	1,293.68
P0118397	00216205	TACOMA DIESEL	FIRE PORTABLE TEST RAN GENERAT	1,095.50
P0118400	00216205	TACOMA DIESEL	EQC PORTABLE TEST RAN GENERATO	1,095.50
P0118390	00216203	SME SOLUTIONS LLC	COMPLIANCE TESTING	971.75
P0118393	00216156	AUBURN MECHANICAL	MINI SPLIT WITH ERROR CODES FI	945.76
P0118394	00216156	AUBURN MECHANICAL	DORM UNIT SYSTEM ERROR FIRE ST	754.74
P0118342	00216171	GRAINGER	POW-MIA FLAG & SNAP HOOKS	115.94
<i>Org Key: MT4900 - Solid Waste &amp; Sustainability</i>				
P0118425	00216161	CHARGEPOINT INC	Sales Order #SO247727	1,932.92
<i>Org Key: MT6100 - Park Maintenance</i>				
P0118348	00216177	HORIZON	TRIMMER & PARTS	1,084.47
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0118348	00216177	HORIZON	TRIMMER	385.19
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0118348	00216177	HORIZON	TRIMMER & PARTS	1,500.00
P0118423	00216189	PAYBYPHONE TECHNOLOGIES INC	TRANSACTION FEE MONTHLY MIN MA	250.00
<i>Org Key: PA0109 - Aubrey Davis Park Trail Safety</i>				
P0110899	00216210	WA ST DEPT OF TRANSPORTATION	JZ AUBREY DAVIS PARK SAFETY	100.69
<i>Org Key: PA0122 - Luther Burbank Dock Repair &amp; R</i>				
P0117468	00216208	TRUE NORTH LAND SURVEYING INC	UPDATED AQUATIC LANDS	1,021.16
<i>Org Key: PA122A - LB North Pier Renovation</i>				
P0117468	00216208	TRUE NORTH LAND SURVEYING INC	UPDATED AQUATIC LANDS	1,182.39
<i>Org Key: PA122B - LB Shoreline Access Improvemen</i>				
P0117468	00216208	TRUE NORTH LAND SURVEYING INC	UPDATED AQUATIC LANDS	349.34
<i>Org Key: PA122D - LB Storm Drainage KC Flood Con</i>				
P0117468	00216208	TRUE NORTH LAND SURVEYING INC	UPDATED AQUATIC LANDS	134.36
<i>Org Key: PO1100 - Administration (PO)</i>				
P0118420	00216209	VERIZON WIRELESS	VERIZON APR 24-MAY 23 POLICE	282.20
	00216176	HOLMES, EDWARD J	WASPC CONFERENCE	195.00
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0116737	00216168	EPSCA	13 RADIOS FOR EMERGENCY DEPT	328.25
P0118378	00216196	REMOTE SATELLITE SYSTEMS INT'L	EMAC Satellite Phone Service -	69.95
<i>Org Key: PO1650 - Regional Radio Operations</i>				
P0116737	00216168	EPSCA	60 RADIOS FOR POLICE DEPARTMEN	1,515.00
<i>Org Key: PO1900 - Jail/Home Monitoring</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0118379	00216178	ISSAQUAH JAIL, CITY OF	Jail Housing - 1 guaranteed be	6,196.54
<i>Org Key: PO2100 - Patrol Division</i>				
P0118128	00216164	DATEC INC.	Tablet Dock 535	550.50
<i>Org Key: PR2104 - Special Events</i>				
P0118436	00216207	Triple Treat Band	Performance for Juneteenth	2,150.00
P0118437	00216180	KMIH 889 THE BRIDGE	SPECIALIZED JUNETEENTH PROGRAM	1,500.00
	00216215	PUGET SOUND BAND	PRIDE PERFORMANCE	400.00
<i>Org Key: PR4100 - Community Center</i>				
P0118395	00216205	TACOMA DIESEL	COMMUNITY CENTER TEST RAN GENE	1,403.78
P0118395	00216205	TACOMA DIESEL	COMMUNITY CENTER TEST RAN GENE	1,095.50
P0118391	00216188	PACIFIC AIR CONTROL INC	MI COMMUNITY EVENTS WO # 37282	862.08
P0118365	00216158	BRINKS INC	MAY 2023 ARMoured TRUCK DEPOSI	297.46
<i>Org Key: PRAT40 - Ongoing Art Programs</i>				
P0118404	00216155	ARTSITELTD LLC	Load and deliver to ArtWorksFA	1,431.30
<i>Org Key: SP0118 - ADA Compliance Plan Implementa</i>				
P0118361	00216206	TRANSPO GROUP USA INC	MI ADA TRANSITION PLAN GIS SUP	1,511.25
<i>Org Key: SP0120 - Sunset Hwy/77 Ave SW Improveme</i>				
P0116963	00216153	Active Construction Inc.	Sunset Hwy & 77th Ave SE	227,110.85
<i>Org Key: ST0001 - ST Traffic Safety Enhancements</i>				
P0118430	00216211	Walker Consultants Inc.	TOWN CENTER PARKING STUDY APR	2,263.75
<i>Org Key: WU0101 - Booster Chlorination Station</i>				
P0113453	00216175	HARBOR PACIFIC CONT INC.	Booster Chlorination System Pr	52,906.73
P0118387	00216174	HANSON TREE SERVICE LLC	2 FIR TREES CHIP/HAUL	3,963.60
<i>Org Key: WU0117 - Meter Replacement Implementati</i>				
P0115874	00216169	FERGUSON ENTERPRISES LLC	ELECTRONIC METERS	762,549.12
<i>Org Key: WU0120 - First Hill Generator Repl</i>				
P0114349	00216165	DAVID EVANS & ASSOC INC	21-45 First Hill Booster Stati	702.00
Total				1,246,024.72

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00216153	06/16/2023	Active Construction Inc. Sunset Hwy & 77th Ave SE	P0116963	PP#3	04/30/2023	227,110.85
00216154	06/16/2023	Alvaria Inc Telestaff monthly fee	P0118355	ASI076524	06/05/2023	165.15
00216155	06/16/2023	ARTSITELTD LLC Load and deliver to ArtWorksFA	P0118404	2112	05/24/2023	1,431.30
00216156	06/16/2023	AUBURN MECHANICAL MINI SPLIT WITH ERROR CODES FI	P0118394	35162	05/19/2023	1,700.50
00216157	06/16/2023	BELLEVUE, CITY OF Q2 2023 MBP Subscription	P0118358	45781	05/30/2023	11,805.61
00216158	06/16/2023	BRINKS INC MAY 2023 ARMoured TRUCK DEPOSI	P0118365	5759849	05/31/2023	787.19
00216159	06/16/2023	CBRE INC. Invoice #0018925-1-23 - Profes	P0118347	0018925-1-23	05/22/2023	8,000.00
00216160	06/16/2023	CEDAR GROVE COMPOSTING INC 3-WAY TOPSOIL (15 YDS)	P0118351	0000743072	05/31/2023	594.55
00216161	06/16/2023	CHARGEPOINT INC Sales Order #SO247727	P0118425	IN196792	06/02/2023	1,932.92
00216162	06/16/2023	CITY OF BELLEVUE 2023 AERIAL MAP ORTHOS	P0118374	45663	05/22/2023	5,446.65
00216163	06/16/2023	CULLIGAN SEATTLE WA Bottled water service	P0118413	0748597	05/31/2023	386.36
00216164	06/16/2023	DATEC INC. Tablet Dock 535	P0118128	80416	05/30/2023	550.50
00216165	06/16/2023	DAVID EVANS & ASSOC INC 21-45 First Hill Booster Stati	P0114349	536562	05/31/2023	702.00
00216166	06/16/2023	DEPARTMENT OF HEALTH PROJECT AND PLAN REVIEW # 23-0	P0118388	52618	05/09/2023	1,984.00
00216167	06/16/2023	EASTSIDE FIRE & RESCUE Fire Tender Truck/Equipment an	P0118384	5507	06/01/2023	34,823.19
00216168	06/16/2023	EPSCA 44 RADIOS FOR FIRE 2023	P0116737	11175	06/08/2023	2,979.50
00216169	06/16/2023	FERGUSON ENTERPRISES LLC ELECTRONIC METERS	P0115874	3	05/23/2023	762,549.12
00216170	06/16/2023	FIRETREX Fire Training Tracker Monthly	P0118353	463	06/06/2023	2,100.00
00216171	06/16/2023	GRAINGER household - floor squeegee	P0118342	9729503319	06/05/2023	160.43
00216172	06/16/2023	GREEN LATRINE 9601 SE 36TH ST MONTHLY RENTAL	P0118392	I32534	05/09/2023	575.00
00216173	06/16/2023	H D FOWLER INVENTORY PURCHASES	P0118352	I6409653	06/01/2023	2,743.11
00216174	06/16/2023	HANSON TREE SERVICE LLC 2 FIR TREES CHIP/HAUL	P0118387	194959	06/02/2023	3,963.60
00216175	06/16/2023	HARBOR PACIFIC CONT INC. Booster Chlorination System Pr	P0113453	PP#13	04/30/2023	52,906.73
00216176	06/16/2023	HOLMES, EDWARD J WASPC CONFERENCE		060523	06/05/2023	195.00
00216177	06/16/2023	HORIZON TRIMMER & PARTS	P0118348	7E003577/E003867	05/04/2023	2,969.66
00216178	06/16/2023	ISSAQUAH JAIL, CITY OF Jail Housing - 1 guaranteed be	P0118379	23000251	06/08/2023	6,196.54

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00216179	06/16/2023	KC FINANCE PROJECT # 1135615 RSD SGNL 40	P0118376	126240-126246	04/30/2023	1,801.60
00216180	06/16/2023	KMIH 889 THE BRIDGE SPECIALIZED JUNETEENTH PROGRAM	P0118437	00889-2	06/15/2023	1,500.00
00216181	06/16/2023	KROESENS UNIFORM COMPANY Uniform Ops	P0118414	74213	06/08/2023	570.20
00216182	06/16/2023	LIFE ASSIST INC Aid supplies	P0118412	1334406	06/12/2023	109.40
00216183	06/16/2023	MARTEN LAW Invoice #44094736 Professional	P0118381	44094737	05/18/2023	1,733.75
00216184	06/16/2023	METROPRESORT MAY 2023 E-SERIVCE PORT ADMIN	P0118362	IN655100	06/07/2023	1,141.34
00216185	06/16/2023	MI CHAMBER OF COMMERCE 2023 Q1 Chamber Contract (Amen	P0118359	1266	01/01/2023	1,800.00
00216186	06/16/2023	MOBERLY AND ROBERTS Invoice #1104 Professional Ser	P0118382	1104	06/01/2023	7,600.66
00216187	06/16/2023	NORTON CORROSION LIMITED LLC 2023 ANNUAL INSPECTION CATHODI	P0118389	258546	03/13/2023	1,343.00
00216188	06/16/2023	PACIFIC AIR CONTROL INC MI COMMUNITY EVENTS WO # 37282	P0118391	27282A	04/30/2023	862.08
00216189	06/16/2023	PAYBYPHONE TECHNOLOGIES INC TRANSACTION FEE MONTHLY MIN MA	P0118423	INVPBP-US211	05/31/2023	250.00
00216190	06/16/2023	PEAK BUILDERS FULL PROJECT CANCELED		061223	06/12/2023	9,848.31
00216191	06/16/2023	PITNEY BOWES INC RED INK FOR POSTAGE MACHINE	P0118349	1023173430	05/23/2023	383.79
00216192	06/16/2023	PUBLIC SAFETY TESTING INC May 2023 Police Fees INV 2023-	P0118409	2023-520	06/12/2023	352.00
00216193	06/16/2023	R&M ASBESTOS & DEMO JOBSITE DETAILS/ INFO AND SAMP	P0118429	INV-711	05/25/2023	30,091.50
00216194	06/16/2023	RALPH ANDERSON & ASSOCIATES Classification and Compensatio	P0118386	INV-04308	06/01/2023	8,800.00
00216195	06/16/2023	RELX INC DBA LEXISNEXIS Invoice # 3094496162 Legal	P0118380	3094496162	05/31/2023	378.74
00216196	06/16/2023	REMOTE SATELLITE SYSTEMS INT'L EMAC Satellite Phone Service -	P0118378	00123498	06/08/2023	69.95
00216197	06/16/2023	RESERVE ACCOUNT POSTAGE TEST, CONNECTION WAS L	P0118350	060723	06/07/2023	5.00
00216198	06/16/2023	RICOH USA INC Copier rental and cost per cop	P0118354	5067436489	06/01/2023	241.89
00216199	06/16/2023	Ringsquared Telecom LLC MAY 2023 LONG DISTANCE CALLING	P0118424	IN114579	06/04/2023	82.12
00216200	06/16/2023	RUDD, JEFFERY FULL PROJECT CANCELED		061223	06/12/2023	779.10
00216201	06/16/2023	Seattle Tree Care Luther Burbank Beetle Treatmen	P0118250	13374-I	04/19/2023	5,012.85
00216202	06/16/2023	Smarsh Inc. Smash Additional May	P0118372	INV-100880	05/31/2023	99.04
00216203	06/16/2023	SME SOLUTIONS LLC COMPLIANCE TESTING	P0118390	2175229	03/27/2023	971.75
00216204	06/16/2023	STEMPER ARCHITECTURE COLLAB PUBLIC WORKS BUILDING SEISMIC	P0116929	22277	05/08/2023	9,447.02

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00216205	06/16/2023	TACOMA DIESEL FIRE STATION # 92 TEST RAN	P0118395	138704	05/31/2023	9,865.00
00216206	06/16/2023	TRANSPO GROUP USA INC MI ADA TRANSITION PLAN GIS SUP	P0118361	30424	06/07/2023	1,511.25
00216207	06/16/2023	Triple Treat Band Performance for Juneteenth	P0118436	061923	06/19/2023	2,150.00
00216208	06/16/2023	TRUE NORTH LAND SURVEYING INC UPDATED AQUATIC LANDS	P0117468	8659	04/07/2023	2,687.25
00216209	06/16/2023	VERIZON WIRELESS VERIZON APR 24-MAY 23 ANGIE/AL	P0118420	9935586001	05/23/2023	4,926.49
00216210	06/16/2023	WA ST DEPT OF TRANSPORTATION JZ AUBREY DAVIS PARK SAFETY	P0110899	RE41JZ1035L010	05/15/2023	100.69
00216211	06/16/2023	Walker Consultants Inc. TOWN CENTER PARKING STUDY APR	P0118430	39001317011	04/27/2023	2,263.75
00216212	06/16/2023	WSDOT APRIL 2023 SE 28TH AND 80TH AV	P0118431	RE41GMB1110R030	05/15/2023	59.10
00216213	06/16/2023	WSP USA Project: PS2320341C Geo Peer R	P0118357	S51704547	05/19/2023	995.00
00216214	06/16/2023	Xerox Financial Services Copier Lease Fees June 2023 IN	P0118410	4364579	06/11/2023	1,031.64
00216215	06/16/2023	PUGET SOUND BAND PRIDE PERFORMANCE		061723	06/17/2023	400.00
					Total	1,246,024.72



CERTIFICATION OF CLAIMS

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.



\_\_\_\_\_  
Finance Director

I, the undersigned, do hereby certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Report	Warrants	Date	Amount
Check Register	216216-216298	6/23/2023	\$501,818.56 \$501,818.56

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
P0118405	00216296	WALTER E NELSON CO	INVENTORY PURCHASES	2,729.91
P0118440	00216253	H D FOWLER	INVENTORY PURCHASES	1,975.18
P0118458	00216294	VERITIV OPERATING COMPANY	INVENTORY PURCHASES	1,593.80
P0118442	00216289	SUPPLY SOURCE INC,THE	INVENTORY PURCHASES	1,292.31
P0118411	00216247	GRAINGER	INVENTORY PURCHASES	927.56
P0118445	00216244	EXCEL SUPPLY COMPANY	INVENTORY PURCHASES	390.50
P0118441	00216233	CESSCO INC	INVENTORY PURCHASES	291.67
P0118446	00216247	GRAINGER	INVENTORY PURCHASES	273.95
<b>Org Key: 814074 - Garnishments</b>				
	00216234	CHAPTER 13 TRUSTEE	PAYROLL EARLY WARRANTS	572.00
	00216223	AUDIT & ADJUSTMENT CO.	PAYROLL EARLY WARRANTS	452.33
	00216223	AUDIT & ADJUSTMENT CO.	PAYROLL EARLY WARRANTS 060223	452.33
<b>Org Key: 814075 - Mercer Island Emp Association</b>				
	00216268	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	212.50
<b>Org Key: 814076 - City &amp; Counties Local 21M</b>				
	00216297	WSCCCE AFSCME AFL-CIO	PAYROLL EARLY WARRANTS	2,902.25
<b>Org Key: 814077 - Police Association</b>				
	00216274	POLICE ASSOCIATION	PAYROLL EARLY WARRANTS	2,531.23
<b>Org Key: AS1100 - Administrative Services</b>				
P0118096	00216232	CDW GOVERNMENT INC	Adobe Acrobat Pro Ali	540.04
<b>Org Key: CA1100 - Administration (CA)</b>				
	00216292	US BANK CORP PAYMENT SYS	Dues & Subscriptions	0.99
<b>Org Key: CM1100 - Administration (CM)</b>				
P0118433	00216243	ESSER, LUKE	March Lobbying Services	2,000.00
P0118433	00216243	ESSER, LUKE	April Lobbying Services	2,000.00
P0118439	00216257	ICMA	RAC Membership Dues	200.00
<b>Org Key: CM1200 - City Clerk</b>				
P0118097	00216232	CDW GOVERNMENT INC	Adobe Acrobat Pro Nicole/Andre	540.04
P0118443	00216285	SOUND PUBLISHING INC	Ntc. 2717091 Ord. 23C-04	54.70
P0118443	00216285	SOUND PUBLISHING INC	Ntc. 2716566 Ord. 23C-03	52.11
P0118443	00216285	SOUND PUBLISHING INC	Ntc. 2717090 Ord. 23.06	52.11
<b>Org Key: CM1400 - Communications</b>				
P0118064	00216232	CDW GOVERNMENT INC	Adobe Creative Suite Renewal 2	1,079.07
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	132.12
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	119.48
	00216292	US BANK CORP PAYMENT SYS	Dues & Subscriptions	15.96
	00216292	US BANK CORP PAYMENT SYS	Dues & Subscriptions	5.95
<b>Org Key: CO6100 - City Council</b>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	204.17
	00216292	US BANK CORP PAYMENT SYS	Tuition & Registrations	35.00
<b>Org Key: CR1100 - Human Resources</b>				
P0118465	00216288	SUMMIT LAW GROUP	HR Professional Services INV 1	7,863.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0118097	00216232	CDW GOVERNMENT INC	Adobe Acrobat Pro Nicole/Andre	540.04
	00216292	US BANK CORP PAYMENT SYS	Professional Services	350.00
	00216292	US BANK CORP PAYMENT SYS	Advertising	295.00
	00216292	US BANK CORP PAYMENT SYS	Tuition & Registrations	244.00
	00216292	US BANK CORP PAYMENT SYS	Professional Services	218.14
	00216292	US BANK CORP PAYMENT SYS	Professional Services	210.00
	00216292	US BANK CORP PAYMENT SYS	Advertising	199.00
	00216292	US BANK CORP PAYMENT SYS	Advertising	199.00
	00216292	US BANK CORP PAYMENT SYS	Professional Services	140.00
P0118443	00216285	SOUND PUBLISHING INC	Ntc. 2708852 Recruitment (MI	117.25
P0118443	00216285	SOUND PUBLISHING INC	Ntc. 2708852 Recruitment (Rent	117.25
P0118443	00216285	SOUND PUBLISHING INC	Ntc. 2708852 Recruitment	117.25
	00216292	US BANK CORP PAYMENT SYS	Professional Services	65.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	50.02
	00216292	US BANK CORP PAYMENT SYS	Professional Services	49.15
	00216292	US BANK CORP PAYMENT SYS	Supplies-Employee Recognition	25.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	18.73

**Org Key: DS0000 - Development Services-Revenue**

00216252	GUNBY, THOMAS	OVERPAYMENT	3,599.32
00216224	BARCELO HOMES LLC	REFUND OVERPAYMENT	1,431.00
00216231	CASCADIA FIRE PROTECTION	OVERPAYMENT	877.00
00216276	PUGET SOUND ENERGY	OVERPAYMENT	678.00
00216266	MASTERDECKS LLC	OVERPAYMENT	529.69
00216258	IRWIN, JIM	OVERPAYMENT	511.32
00216255	HELIX DESIGN BUILD	OVERPAY	318.00
00216275	POWELL BUILDERS INC	REFUND RECORDING FEE	206.50
00216227	BURKE ELECTRIC LLC	OVERPAYMENT ON PERMIT	177.00
00216216	ABSOLUTE POWER ELECTRIC INC	CANCELED PERMIT	150.40
00216219	AQUA QUIP	CANCEL PERMIT	150.40
00216220	AS YOU WISH ELECTRIC	PERMIT CANCELED	150.40
00216240	CUSTOM ELECTRICAL SVCS LLC	CANCELED PERMIT	150.40
00216240	CUSTOM ELECTRICAL SVCS LLC	CANCELED PROJECT	150.40
00216250	GREENWOOD HEATING & A/C	CANCEL PERMIT	150.40
00216250	GREENWOOD HEATING & A/C	CANCEL PERMIT 2305-040	150.40
00216251	GUARDIAN ROOFING	PROJECT CANCELLED	150.40
00216264	LIND, GARRY	DUPLICATE PERMIT	150.40
00216281	SANCHEZ, EDUARDO	CANCELOATION OF PERMIT	150.40
00216284	SERVICE PLUMBING & HEATING INC	Duplicate permit	150.40
00216295	WA GENERATORS LLC	OVERPAYMENT	150.40
00216249	GREEN PLANET PLBG	CANCEL PERMIT	124.60
00216229	CARL & HALIE DODRILL	OVERPAYMENT	103.35
00216249	GREEN PLANET PLBG	CANCEL PERMIT	17.00

**Org Key: DS1100 - Administration (DS)**

00216292	US BANK CORP PAYMENT SYS	Operating Supplies	125.00
00216292	US BANK CORP PAYMENT SYS	Operating Supplies	100.00
00216292	US BANK CORP PAYMENT SYS	Operating Supplies	100.00
00216292	US BANK CORP PAYMENT SYS	Operating Supplies	-25.00

**Org Key: DS1200 - Bldg Plan Review & Inspection**

Date: 06/23/23

Report Name: Accounts Payable Report by GL Key

CouncilAP5

16:51:20

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00216265	LINDSAY, DAVID	RESIDENTIAL PLUMBING	290.00
<i>Org Key: DS1300 - Land Use Planning Svc</i>				
P0118443	00216285	SOUND PUBLISHING INC	Ntc. 2716552 Public Hearing -	124.70
<i>Org Key: FN1100 - Administration (FN)</i>				
	00216292	US BANK CORP PAYMENT SYS	UNKNOWN CENTURY LINK	3,281.15
	00216292	US BANK CORP PAYMENT SYS	UNKNOWN CENTURY LINK	2,566.02
P0118000	00216267	METROPRESORT	1200 GREEN TAGS 1200 BLUE TAGS	1,328.63
	00216292	US BANK CORP PAYMENT SYS	UNKNOWN CENTURY LINK	204.00
	00216292	US BANK CORP PAYMENT SYS	UNKNOWN CENTURY LINK	140.06
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	74.49
	00216292	US BANK CORP PAYMENT SYS	Office Supplies	60.00
	00216292	US BANK CORP PAYMENT SYS	UNKNOWN CENTURY LINK	59.74
	00216292	US BANK CORP PAYMENT SYS	UNKNOWN CENTURY LINK	57.02
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	54.10
	00216292	US BANK CORP PAYMENT SYS	Office Supplies	24.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	6.59
<i>Org Key: FN2100 - Data Processing</i>				
P0118207	00216277	QUADRANT SYSTEMS INC	ANNUAL SOFTWARE SUPPORT	1,975.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0118464	00216267	METROPRESORT	JUNE 2023 PRINTING & MAILING O	81.95
P0118205	00216267	METROPRESORT	MAY 2023 PRINTING & MAILING OF	81.05
P0118464	00216267	METROPRESORT	JUNE 2023 PRINTING & MAILING O	66.06
P0118205	00216267	METROPRESORT	MAY 2023 PRINTING & MAILING OF	64.95
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0118464	00216267	METROPRESORT	JUNE 2023 PRINTING & MAILING O	81.96
P0118205	00216267	METROPRESORT	MAY 2023 PRINTING & MAILING OF	81.05
P0118464	00216267	METROPRESORT	JUNE 2023 PRINTING & MAILING O	66.06
P0118205	00216267	METROPRESORT	MAY 2023 PRINTING & MAILING OF	64.96
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0118464	00216267	METROPRESORT	JUNE 2023 PRINTING & MAILING O	81.95
P0118205	00216267	METROPRESORT	MAY 2023 PRINTING & MAILING OF	81.05
P0118464	00216267	METROPRESORT	JUNE 2023 PRINTING & MAILING O	66.07
P0118205	00216267	METROPRESORT	MAY 2023 PRINTING & MAILING OF	64.95
<i>Org Key: FR1200 - Fire Marshal</i>				
	00216292	US BANK CORP PAYMENT SYS	Tuition & Registrations	437.08
	00216292	US BANK CORP PAYMENT SYS	Gas for travelling to Pac NW F	100.93
<i>Org Key: FR2100 - Fire Operations</i>				
	00216292	US BANK CORP PAYMENT SYS	Daily Uniform - Boots	379.83
	00216292	US BANK CORP PAYMENT SYS	Wildland helmets	137.93
<i>Org Key: FR2105 - Fire Mobile Integrated Health</i>				
	00216292	US BANK CORP PAYMENT SYS	Marjorie/Sarah training	138.54
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0118454	00216263	LIFE ASSIST INC	Aid Supplies	524.19
P0118453	00216217	AIRGAS USA LLC	Oxygen	18.17

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0118452	00216217	AIRGAS USA LLC	Oxygen	6.01
P0118452	00216217	AIRGAS USA LLC	Oxygen	6.01
<b>Org Key: FR4100 - Training</b>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	400.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	38.52
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	24.54
	00216292	US BANK CORP PAYMENT SYS	Food for BC Meeting	22.02
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	22.02
	00216292	US BANK CORP PAYMENT SYS	Food for BC Meeting	11.99
<b>Org Key: GGM004 - Gen Govt-Office Support</b>				
P0118204	00216279	RESERVE ACCOUNT	RESERVE FUND REFILL FOR POSTAG	2,500.00
<b>Org Key: GGM007 - ARPA-PPE &amp; Pandemic Response</b>				
P0118445	00216244	EXCEL SUPPLY COMPANY	NITRILE EXAM GLOVES	1,101.00
<b>Org Key: GGM100 - Emerg Incident Response</b>				
P0118476	00216248	GREEN LATRINE	MONTHLY RENTAL ADA	500.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	452.85
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	284.85
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	-183.12
<b>Org Key: GT0108 - Technology Equipment Replaceme</b>				
P0115085	00216259	ISSQUARED INC.	Network Switches Replacement 2	11,400.50
<b>Org Key: IS2100 - IGS Network Administration</b>				
	00216292	US BANK CORP PAYMENT SYS	206-T22-2071 715	2,533.97
P0117328	00216262	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,492.00
	00216292	US BANK CORP PAYMENT SYS	206-236-3600 506	832.49
	00216292	US BANK CORP PAYMENT SYS	206-232-0994 021	339.35
	00216292	US BANK CORP PAYMENT SYS	206-T31-6646 273	227.16
P0118063	00216232	CDW GOVERNMENT INC	Meraki Additional (5)	133.61
	00216292	US BANK CORP PAYMENT SYS	206-232-1230 760	131.32
	00216292	US BANK CORP PAYMENT SYS	206-232-3500 165	131.23
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	96.85
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	88.19
	00216292	US BANK CORP PAYMENT SYS	t 206-236-3249 454	72.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	60.31
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	13.21
<b>Org Key: IS3170 - ARPA-ArcGIS Utility Network</b>				
P0118202	00216246	GIS INC A CONTINENTAL MAPPING	APRIL 2023 GIS SERVICES	7,509.60
P0118201	00216246	GIS INC A CONTINENTAL MAPPING	T&M GEOSPA PM & SOLUT ENG	593.14
P0118203	00216246	GIS INC A CONTINENTAL MAPPING	FEB 2023 GIS SERVICES	145.72
<b>Org Key: MT2100 - Roadway Maintenance</b>				
	00216292	US BANK CORP PAYMENT SYS	3.00E+11	14,434.85
	00216292	US BANK CORP PAYMENT SYS	3.00E+11	6,874.12
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	574.86
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	454.89
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	278.43
P0118460	00216256	HOME DEPOT CREDIT SERVICE	TOOL SETS & BIT SET	292.48

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	227.56
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	190.53
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	149.54
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	69.44
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	62.24
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	50.83
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	33.59
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	20.45
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	11.30
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	11.29
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	10.79
<b>Org Key: MT2300 - Planter Bed Maintenance</b>				
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	13.23
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	1.68
<b>Org Key: MT3100 - Water Distribution</b>				
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	3,349.41
P0118449	00216253	H D FOWLER	12" HYDRANT EXTENSION & TRAFFI	1,538.54
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	244.38
P0118459	00216247	GRAINGER	SOCKET, 1/2" DRIVE, 9/16" SOCK	10.97
<b>Org Key: MT3195 - Water - Supply Response</b>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	333.21
	00216292	US BANK CORP PAYMENT SYS	Water emergency portable toile	325.00
	00216292	US BANK CORP PAYMENT SYS	Water emergency portable toile	325.00
	00216292	US BANK CORP PAYMENT SYS	Water emergency portable toile	325.00
	00216292	US BANK CORP PAYMENT SYS	Water emergency portable toile	325.00
	00216292	US BANK CORP PAYMENT SYS	Water emergency portable toile	325.00
	00216292	US BANK CORP PAYMENT SYS	Water emergency crew meals	220.88
	00216292	US BANK CORP PAYMENT SYS	Pizza for Well Operation volun	207.44
	00216292	US BANK CORP PAYMENT SYS	Food for crew during Water Eme	203.61
	00216292	US BANK CORP PAYMENT SYS	Food for crew during Water Eme	196.01
	00216292	US BANK CORP PAYMENT SYS	Food for crew during Water Eme	176.45
	00216292	US BANK CORP PAYMENT SYS	Logging on 4/19 for Casey Leyd	159.16
	00216292	US BANK CORP PAYMENT SYS	Food for crew during Water Eme	134.81
	00216292	US BANK CORP PAYMENT SYS	Food for crew during Water Eme	127.37
	00216292	US BANK CORP PAYMENT SYS	Water emergency crew meals	47.92
	00216292	US BANK CORP PAYMENT SYS	Food for crew during Water Eme	42.50
	00216292	US BANK CORP PAYMENT SYS	Coffee for EOC staff	34.16
	00216292	US BANK CORP PAYMENT SYS	Food for crew during Water Eme	19.77
	00216292	US BANK CORP PAYMENT SYS	Food for crew during Water Eme	19.71
<b>Org Key: MT3200 - Water Pumps</b>				
	00216292	US BANK CORP PAYMENT SYS	206-T61-4212 756	238.96
	00216292	US BANK CORP PAYMENT SYS	206-T61-4212 756	179.22
	00216292	US BANK CORP PAYMENT SYS	206-T61-4130 723	59.74
<b>Org Key: MT3300 - Water Associated Costs</b>				
	00216292	US BANK CORP PAYMENT SYS	CDL Skills Test Exam Fee - Alb	250.00
	00216292	US BANK CORP PAYMENT SYS	Office Supplies	107.84
	00216292	US BANK CORP PAYMENT SYS	Service fee for CDL Skills Tes	5.25

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT3400 - Sewer Collection</i>				
P0118438	00216247	GRAINGER	EAR MUFFS FOR FULL BRIM HARD H	72.77
P0118448	00216247	GRAINGER	EAR MUFFS FOR FULL BRIM HARD H	72.77
P0118406	00216247	GRAINGER	HARD HAT MOUNTED EARMUFFS	25.64
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	930.72
P0118455	00216221	AT&T MOBILITY	2023 TELEMTRY	861.90
	00216292	US BANK CORP PAYMENT SYS	206-T31-6987 684	508.42
	00216292	US BANK CORP PAYMENT SYS	206-T31-6988 685	444.07
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	260.14
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	252.31
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	245.50
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	242.28
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	192.66
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	189.56
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	188.70
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	180.26
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	173.06
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	147.27
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	134.35
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	131.27
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	120.72
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	120.59
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	86.48
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	85.74
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	34.99
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00216292	US BANK CORP PAYMENT SYS	WDM Certification exam fee for	104.00
	00216292	US BANK CORP PAYMENT SYS	Office Supplies	58.07
<i>Org Key: MT3800 - Storm Drainage</i>				
P0117844	00216270	Olson Brother's Pro-Vac LLC	STORMWATER VACTOR, JETTING, CC	38,016.00
P0117844	00216270	Olson Brother's Pro-Vac LLC	STORMWATER VACTOR, JETTING, CC	21,270.56
P0117844	00216270	Olson Brother's Pro-Vac LLC	STORMWATER VACTOR, JETTING, CC	9,176.96
P0117844	00216270	Olson Brother's Pro-Vac LLC	STORMWATER VACTOR, JETTING, CC	5,466.08
	00216292	US BANK CORP PAYMENT SYS	Tuition & Registrations	240.00
	00216292	US BANK CORP PAYMENT SYS	Tuition & Registrations	240.00
<i>Org Key: MT4150 - Support Services - Clearing</i>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	1,573.21
	00216292	US BANK CORP PAYMENT SYS	Dues & Subscriptions	210.00
P0118463	00216269	OCCUPATIONAL HEALTH CTRS OF WA	DOT Physical INV 79547326	125.00
P0118456	00216239	CRYSTAL AND SIERRA SPRINGS	PW WATER DELIVERY	101.73
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	68.21
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	44.09
<i>Org Key: MT4200 - Building Services</i>				
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	7,771.48
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	3,463.48
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	2,463.52

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	1,693.18
P0118483	00216222	AUBURN MECHANICAL	HVAC TOO WARM FIRE STATION 92	468.21
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	456.32
P0118451	00216256	HOME DEPOT CREDIT SERVICE	MISC. TOOLS & DRILL KIT	412.36
P0118475	00216242	EASTSIDE EXTERMINATORS	SERVICE: BI-MONTHLY	298.33
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	209.27
P0118442	00216289	SUPPLY SOURCE INC,THE	PINE-SOL CLEANER (3PK)	104.97
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	50.13
<i>Org Key: MT4300 - Fleet Services</i>				
P0118415	00216280	SAFELITE AUTO GLASS	REPLACE BACK GLASS ON VEC. #43	547.46
P0118447	00216293	US MOWER	EX30 FLAIL MOWER BLADE KIT	413.62
	00216260	JIRA, ROBERT	REIMBURSE FUEL COSTS	40.01
<i>Org Key: MT4501 - Water Administration</i>				
P0118462	00216282	SEATTLE PUBLIC UTILITIES	MAY 2023 WATER PURCHASE	169,396.31
<i>Org Key: MT6100 - Park Maintenance</i>				
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	2,778.89
P0118206	00216261	KELLEY IMAGING SYSTEMS	36X100 POLYPROPYLENE BANNER 3"	389.83
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	326.09
	00216292	US BANK CORP PAYMENT SYS	Flynn confined space training	240.00
	00216292	US BANK CORP PAYMENT SYS	Gregg confined space training	240.00
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	134.19
P0118441	00216233	CESSCO INC	SHARPEN MOWER BLADES	87.64
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	15.20
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	14.86
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
	00216292	US BANK CORP PAYMENT SYS	Pitching mound	700.00
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
	00216292	US BANK CORP PAYMENT SYS	3.00E+11	1,913.59
P0118482	00216235	CINTAS	OFFICE LUNCHROOM SUPPLIES	174.76
	00216292	US BANK CORP PAYMENT SYS	Boot brush replacement for Adm	29.70
	00216292	US BANK CORP PAYMENT SYS	Postage to send soil sample to	10.20
<i>Org Key: MT6600 - Park Maint School Fields</i>				
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	987.76
	00216292	US BANK CORP PAYMENT SYS	Rentals-Machines/Equipment	395.00
	00216292	US BANK CORP PAYMENT SYS	Portable toilet Middle school	395.00
	00216292	US BANK CORP PAYMENT SYS	Portable toilet cleaning	45.00
<i>Org Key: MT6800 - Trails Maintenance</i>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	334.52
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	158.54
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	21.98
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
	00216292	US BANK CORP PAYMENT SYS	Boat launch portable toilet	395.00
	00216292	US BANK CORP PAYMENT SYS	Tiller rental	340.50
	00216292	US BANK CORP PAYMENT SYS	Tiller rental	170.24
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	101.44



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	90.53
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	61.24
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	21.80
	00216292	US BANK CORP PAYMENT SYS	2.20E+11	21.04
<b>Org Key: PA0100 - Open Space Management</b>				
	00216292	US BANK CORP PAYMENT SYS	Steep slope rigging equipment	606.65
	00216292	US BANK CORP PAYMENT SYS	Steep Slope rigging equipment	574.66
	00216292	US BANK CORP PAYMENT SYS	volunteer event portable toile	275.00
	00216292	US BANK CORP PAYMENT SYS	Seasonal job posting	27.50
	00216292	US BANK CORP PAYMENT SYS	Training materials	25.52
	00216292	US BANK CORP PAYMENT SYS	Forest Steward training suppli	22.35
<b>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</b>				
	00216292	US BANK CORP PAYMENT SYS	Forest steward training suppli	34.14
	00216292	US BANK CORP PAYMENT SYS	Seasonal job posting	27.50
	00216292	US BANK CORP PAYMENT SYS	Training materials	25.52
<b>Org Key: PA0136 - Luther Burbank South Shoreline</b>				
	00216292	US BANK CORP PAYMENT SYS	Soil testing for South Shoreli	88.00
<b>Org Key: PA0165 - Bike Skills Area</b>				
P0118403	00216245	GEOTECH CONSULTANTS INC	GEOTECHNICAL ENGINEERING STUDY	1,418.75
<b>Org Key: PO1100 - Administration (PO)</b>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	953.92
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	308.50
	00216292	US BANK CORP PAYMENT SYS	Hotel Stay for PERF Conference	266.90
	00216283	SEIFERT, MIKE	WASPC SPRING CONF	208.80
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	184.70
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	108.73
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	102.80
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	84.45
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	76.31
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	68.45
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	66.90
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	4.06
<b>Org Key: PO1350 - Police Emergency Management</b>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	828.07
	00216254	HAMMER, SAMANTHA	PARKING FOR HIGHWAY	37.00
	00216271	ORMSBY, ANNA	PARKING LIFESAVERS CONFERENCE	26.00
<b>Org Key: PO1700 - Records and Property</b>				
	00216292	US BANK CORP PAYMENT SYS	Stamps for PD mailing. Purcha	25.20
<b>Org Key: PO2100 - Patrol Division</b>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	3,207.29
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	1,135.89
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	1,134.85
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	957.87
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	745.59
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	650.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	500.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	302.78
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	261.56
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	248.14
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	167.47
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	122.50
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	96.83
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	95.83
P0118434	00216236	CLEANERS PLUS 1	Uniform cleaning	64.19
P0118434	00216236	CLEANERS PLUS 1	Uniform cleaning	35.78
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	25.00
P0118435	00216287	SUE'S TAILOR & ALTERATION	Uniform alteration	22.00
<b>Org Key: PO3100 - Investigation Division</b>				
	00216218	AMICI, DOMINIC	HOTEL REIMBUR	699.60
	00216260	JIRA, ROBERT	32GB USB	19.81
<b>Org Key: PO4300 - Police Training</b>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	669.90
	00216218	AMICI, DOMINIC	PER DIEM - VCQB	379.50
	00216290	Tortorelli, Lee	PER DIEM VCQB	379.50
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	95.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	95.00
<b>Org Key: PR1100 - Administration (PR)</b>				
P0118064	00216232	CDW GOVERNMENT INC	Adobe Creative Suite Renewal 2	1,079.07
<b>Org Key: PR2100 - Recreation Programs</b>				
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	463.11
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	239.41
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	188.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	128.77
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	19.87
<b>Org Key: PR4100 - Community Center</b>				
P0118206	00216261	KELLEY IMAGING SYSTEMS	36X100 POLYPROPYLENE BANNER 3"	389.83
P0118474	00216242	EASTSIDE EXTERMINATORS	COMMERCIAL PEST SERVICE	292.50
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	194.56
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	41.48
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	-194.56
<b>Org Key: SP0100 - Residential Street Resurfacing</b>				
P0118486	00216226	BUILDERS EXCHANGE OF WA	BASIN 40 CIPP SEWER	90.00
<b>Org Key: SP0118 - ADA Compliance Plan Implementa</b>				
P0118200	00216291	TRANSPO GROUP USA INC	MI ADA TRASITION PLAN GIS SUPP	1,958.75
<b>Org Key: SP0120 - Sunset Hwy/77 Ave SW Improveme</b>				
P0116625	00216298	WSDOT	WSDOT	253.17
<b>Org Key: SU0100 - Emergency Sewer Repairs</b>				
P0117847	00216230	CAROLLO ENGINEERS INC	Sewer System Modeling	7,137.50
<b>Org Key: SU0108 - Comprehensive Pipeline R&amp;R Pro</b>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112365	00216286	Staheli Trenchless Consultants	21-30 Basin 40 Sewer	3,788.45
P0112365	00216286	Staheli Trenchless Consultants	21-30 Basin 40 Sewer	1,920.00
P0118485	00216241	DAILY JOURNAL OF COMMERCE	BASIN 40 CIPP SEWER	432.00
P0118486	00216226	BUILDERS EXCHANGE OF WA	BASIN 40 CIPP SEWER	52.45
<i>Org Key: SU0170 - ARPA - Sewer Pipe Upsize</i>				
P0114350	00216286	Staheli Trenchless Consultants	21-48 Sewer Pipe Replacements	780.00
<i>Org Key: VCP343 - CIP Parks Salaries</i>				
	00216292	US BANK CORP PAYMENT SYS	Tuition & Registrations	595.00
<i>Org Key: VCP402 - CIP Water Salaries</i>				
	00216292	US BANK CORP PAYMENT SYS	Tuition & Registrations	39.00
<i>Org Key: WU0109 - 60 Ave SE, btw SE 27 and SE 32</i>				
P0116024	00216225	BLUELINE GROUP	2023 WATER SYSTEM IMPROVEMENTS	43,744.86
<i>Org Key: YF1100 - YFS General Services</i>				
	00216292	US BANK CORP PAYMENT SYS	Telehealth platform subscrip	1,148.34
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	508.68
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	336.02
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	55.05
	00216292	US BANK CORP PAYMENT SYS	Postage	50.40
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	12.60
	00216292	US BANK CORP PAYMENT SYS	Therapy resource	5.35
<i>Org Key: YF1200 - Thrift Shop</i>				
	00216292	US BANK CORP PAYMENT SYS	2.00E+11	2,841.57
	00216292	US BANK CORP PAYMENT SYS	206-275-4207 082	808.39
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	438.65
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	351.21
P0118477	00216278	QUENCH USA INC	06/01/2023-08/31/2023	261.60
P0118481	00216235	CINTAS	STOREROOM CABINET SUPPLIES	96.69
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	50.12
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	38.53
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	29.67
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	4.00
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	4.00
<i>Org Key: YF2200 - Senior Outreach Program</i>				
	00216292	US BANK CORP PAYMENT SYS	Marjorie/Sarah training	138.55
<i>Org Key: YF2600 - Family Assistance</i>				
P0118469	00216237	COUNTRY VILLAGE DAY SCHOOL	Preschool scholarship for EA c	1,466.66
P0118472	00216238	CREATIVE LEARNING CENTER	Preschool scholarship for EA c	643.80
P0118471	00216272	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	450.00
P0118470	00216273	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	420.00
	00216292	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	400.00
	00216292	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	393.14
	00216292	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	66.18
<i>Org Key: YF2850 - Federal SPF Grant</i>				
P0118473	00216228	CACTUS PRODUCTIONS	Parenting MI website media ser	5,000.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	263.98
	00216292	US BANK CORP PAYMENT SYS	Operating Supplies	263.98
			Total	501,818.56

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00216216	06/23/2023	ABSOLUTE POWER ELECTRIC INC CANCELED PERMIT		2305-145	06/16/2023	150.40
00216217	06/23/2023	AIRGAS USA LLC Oxygen	P0118452	9138831651/4992	07/06/2023	30.19
00216218	06/23/2023	AMICI, DOMINIC HOTEL REIMBUR		060923	06/09/2023	1,079.10
00216219	06/23/2023	AQUA QUIP CANCEL PERMIT		2305-088	06/20/2023	150.40
00216220	06/23/2023	AS YOU WISH ELECTRIC PERMIT CANCELED		2306-122	06/16/2023	150.40
00216221	06/23/2023	AT&T MOBILITY 2023 TELEMTRY	P0118455	X06132023	06/05/2023	861.90
00216222	06/23/2023	AUBURN MECHANICAL HVAC TOO WARM FIRE STATION 92	P0118483	35325	05/31/2023	468.21
00216223	06/23/2023	AUDIT & ADJUSTMENT CO. PAYROLL EARLY WARRANTS		06.02.2023	06/02/2023	904.66
00216224	06/23/2023	BARCELO HOMES LLC REFUND OVERPAYMENT		DEV23-002	06/16/2023	1,431.00
00216225	06/23/2023	BLUELINE GROUP 2023 WATER SYSTEM IMPROVEMENTS	P0116024	26135	06/08/2023	43,744.86
00216226	06/23/2023	BUILDERS EXCHANGE OF WA BASIN 40 CIPP SEWER	P0118486	1074741	06/03/2023	142.45
00216227	06/23/2023	BURKE ELECTRIC LLC OVERPAYMENT ON PERMIT		2202-077	06/20/2023	177.00
00216228	06/23/2023	CACTUS PRODUCTIONS Parenting MI website media ser	P0118473	1201	06/21/2023	5,000.00
00216229	06/23/2023	CARL & HALIE DODRILL OVERPAYMENT		ADU23-002	06/15/2023	103.35
00216230	06/23/2023	CAROLLO ENGINEERS INC Sewer System Modeling	P0117847	FB37373	06/08/2023	7,137.50
00216231	06/23/2023	CASCADIA FIRE PROTECTION OVERPAYMENT		2303-226	06/16/2023	877.00
00216232	06/23/2023	CDW GOVERNMENT INC Adobe Acrobat Pro Ali	P0118064	JM87166	05/10/2023	3,911.87
00216233	06/23/2023	CESSCO INC INVENTORY PURCHASES	P0118441	17535	06/09/2023	379.31
00216234	06/23/2023	CHAPTER 13 TRUSTEE PAYROLL EARLY WARRANTS		06.16.23	06/16/2023	572.00
00216235	06/23/2023	CINTAS OFFICE LUNCHROOM SUPPLIES	P0118481	5156518181	05/02/2023	271.45
00216236	06/23/2023	CLEANERS PLUS 1 Uniform cleaning	P0118434	73831	03/01/2023	99.97
00216237	06/23/2023	COUNTRY VILLAGE DAY SCHOOL Preschool scholarship for EA c	P0118469	MAY/JUN23	06/30/2023	1,466.66
00216238	06/23/2023	CREATIVE LEARNING CENTER Preschool scholarship for EA c	P0118472	9992/10091	04/20/2023	643.80
00216239	06/23/2023	CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY	P0118456	14555831 061023	06/10/2023	101.73
00216240	06/23/2023	CUSTOM ELECTRICAL SVCS LLC CANCELED PERMIT		2303-048	04/07/2023	300.80
00216241	06/23/2023	DAILY JOURNAL OF COMMERCE BASIN 40 CIPP SEWER	P0118485	3389354	05/26/2023	432.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00216242	06/23/2023	EASTSIDE EXTERMINATORS SERVICE: BI-MONTHLY	P0118474	718832	05/27/2023	590.83
00216243	06/23/2023	ESSER, LUKE March Lobbying Services	P0118433	MARCH, 2023	03/01/2023	4,000.00
00216244	06/23/2023	EXCEL SUPPLY COMPANY INVENTORY PURCHASES	P0118445	142658/142681	06/09/2023	1,491.50
00216245	06/23/2023	GEOTECH CONSULTANTS INC GEOTECHNICAL ENGINEERING STUDY	P0118403	59165	06/05/2023	1,418.75
00216246	06/23/2023	GIS INC A CONTINENTAL MAPPING T&M GEOSPA PM & SOLUT ENG	P0118203	12159	03/15/2023	8,248.46
00216247	06/23/2023	GRAINGER INVENTORY PURCHASES	P0118448	9741134655	07/15/2023	1,383.66
00216248	06/23/2023	GREEN LATRINE MONTHLY RENTAL ADA	P0118476	I33527	06/06/2023	500.00
00216249	06/23/2023	GREEN PLANET PLBG CANCEL PERMIT		2212-112	06/20/2023	141.60
00216250	06/23/2023	GREENWOOD HEATING & A/C CANCEL PERMIT		2305-040	06/16/2023	300.80
00216251	06/23/2023	GUARDIAN ROOFING PROJECT CANCELLED		2303-109	04/07/2023	150.40
00216252	06/23/2023	GUNBY, THOMAS OVERPAYMENT		2303-008	06/16/2023	3,599.32
00216253	06/23/2023	H D FOWLER INVENTORY PURCHASES	P0118449	I6425717	06/15/2023	3,513.72
00216254	06/23/2023	HAMMER, SAMANTHA PARKING FOR HIGHWAY		041123	04/11/2023	37.00
00216255	06/23/2023	HELIX DESIGN BUILD OVERPAY		2205-096	06/20/2023	318.00
00216256	06/23/2023	HOME DEPOT CREDIT SERVICE TOOL SETS & BIT SET	P0118451	5012019	06/16/2023	704.84
00216257	06/23/2023	ICMA RAC Membership Dues	P0118439	1081183-2023	06/22/2023	200.00
00216258	06/23/2023	IRWIN, JIM OVERPAYMENT		2105-229	05/10/2023	511.32
00216259	06/23/2023	ISSQUARED INC. Network Switches Replacement 2	P0115085	008274	05/09/2023	11,400.50
00216260	06/23/2023	JIRA, ROBERT REIMBURSE FUEL COSTS		042823	04/28/2023	59.82
00216261	06/23/2023	KELLEY IMAGING SYSTEMS 36X100 POLYPROPYLENE BANNER 3"	P0118206	IN1324227	05/16/2023	779.66
00216262	06/23/2023	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P0117328	11013663	05/31/2023	1,492.00
00216263	06/23/2023	LIFE ASSIST INC Aid Supplies	P0118454	1335471	06/16/2023	524.19
00216264	06/23/2023	LIND, GARRY DUPLICATE PERMIT		2305-081	05/10/2023	150.40
00216265	06/23/2023	LINDSAY, DAVID RESIDENTIAL PLUMBING		053023	05/30/2023	290.00
00216266	06/23/2023	MASTERDECKS LLC OVERPAYMENT		CA022-020	06/15/2023	529.69
00216267	06/23/2023	METROPRESORT 1200 GREEN TAGS 1200 BLUE TAGS	P0118205	IN654495	05/17/2023	2,210.69

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00216268	06/23/2023	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		06.16.23	06/16/2023	212.50
00216269	06/23/2023	OCCUPATIONAL HEALTH CTRS OF WA DOT Physical INV 79547326	P0118463	79547326	06/08/2023	125.00
00216270	06/23/2023	Olson Brother's Pro-Vac LLC STORMWATER VACTOR, JETTING, CC	P0117844	133270570	05/31/2023	73,929.60
00216271	06/23/2023	ORMSBY, ANNA PARKING LIFESAVERS CONFERENCE		040423	04/04/2023	26.00
00216272	06/23/2023	PEBBLE @ MIPC, THE Preschool scholarship for EA c	P0118471	MAY/JUN23	06/01/2023	450.00
00216273	06/23/2023	PEBBLE @ MIPC, THE Preschool scholarship for EA c	P0118470	MAY/JUN23B	06/01/2023	420.00
00216274	06/23/2023	POLICE ASSOCIATION PAYROLL EARLY WARRANTS		06.16.23	06/16/2023	2,531.23
00216275	06/23/2023	POWELL BUILDERS INC REFUND RECORDING FEE		2207-184	05/12/2023	206.50
00216276	06/23/2023	PUGET SOUND ENERGY OVERPAYMENT		2211-214	05/19/2023	678.00
00216277	06/23/2023	QUADRANT SYSTEMS INC ANNUAL SOFTWARE SUPPORT	P0118207	2305017	06/01/2023	1,975.00
00216278	06/23/2023	QUENCH USA INC 06/01/2023-08/31/2023	P0118477	INV05850996	06/01/2023	261.60
00216279	06/23/2023	RESERVE ACCOUNT RESERVE FUND REFILL FOR POSTAG	P0118204	47912225-051923	05/19/2023	2,500.00
00216280	06/23/2023	SAFELITE AUTO GLASS REPLACE BACK GLASS ON VEC. #43	P0118415	158375-060123	06/01/2023	547.46
00216281	06/23/2023	SANCHEZ, EDUARDO CANCELATION OF PERMIT		062023	06/20/2023	150.40
00216282	06/23/2023	SEATTLE PUBLIC UTILITIES MAY 2023 WATER PURCHASE	P0118462	MAY 2023	05/01/2023	169,396.31
00216283	06/23/2023	SEIFERT, MIKE WASPC SPRING CONF		061423	06/14/2023	208.80
00216284	06/23/2023	SERVICE PLUMBING & HEATING INC Duplicate permit		2305-285	06/16/2023	150.40
00216285	06/23/2023	SOUND PUBLISHING INC Ntc. 2716566 Ord. 23C-03	P0118443	8103677	05/31/2023	635.37
00216286	06/23/2023	Staheli Trenchless Consultants 21-30 Basin 40 Sewer	P0114350	23-127	06/06/2023	6,488.45
00216287	06/23/2023	SUE'S TAILOR & ALTERATION Uniform alteration	P0118435	050923	05/09/2023	22.00
00216288	06/23/2023	SUMMIT LAW GROUP HR Professional Services INV 1	P0118465	145723	06/20/2023	7,863.00
00216289	06/23/2023	SUPPLY SOURCE INC,THE INVENTORY PURCHASES	P0118442	2305699	06/12/2023	1,397.28
00216290	06/23/2023	Tortorelli, Lee PER DIEM VCQB		060823	06/08/2023	379.50
00216291	06/23/2023	TRANSPO GROUP USA INC MI ADA TRASITION PLAN GIS SUPP	P0118200	30251	05/02/2023	1,958.75
00216292	06/23/2023	US BANK CORP PAYMENT SYS Dues & Subscriptions		5539MAY23	05/06/2023	106,127.10
00216293	06/23/2023	US MOWER EX30 FLAIL MOWER BLADE KIT	P0118447	282640	06/15/2023	413.62

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00216294	06/23/2023	VERITIV OPERATING COMPANY INVENTORY PURCHASES	P0118458	655-22011905	06/09/2023	1,593.80
00216295	06/23/2023	WA GENERATORS LLC OVERPAYMENT		2305-006	06/20/2023	150.40
00216296	06/23/2023	WALTER E NELSON CO INVENTORY PURCHASES	P0118405	925991	06/08/2023	2,729.91
00216297	06/23/2023	WSCCCE AFSCME AFL-CIO PAYROLL EARLY WARRANTS		06.16.23	06/16/2023	2,902.25
00216298	06/23/2023	WSDOT WSDOT	P0116625	RE41JZ1369L013	05/15/2023	253.17
					Total	501,818.56



CERTIFICATION OF CLAIMS

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.



\_\_\_\_\_  
Finance Director

I, the undersigned, do hereby certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
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EFT Payments	May 2023	\$3,579,376.11
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# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
5/1/2023 Outgoing Money Transfer	VEBA Contributions	Employee Benefits 117,365.86
5/1/2023 Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035	Merchant Fee - Utility Billing 7,812.38
5/1/2023 Preauthorized ACH Debit	MERCHANT SERVICEMERCH FEES930553411164783	Merchant Fee - Thrift Shop 6,592.63
5/1/2023 Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 000000000259217	Merchant Fee - MBP.com 1,602.54
5/1/2023 Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 8037460410	Merchant Fee - Boat Launch 143.86
5/1/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 10.45
5/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340	Merchant Fee - Recreation 4,318.92
5/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 52.25
5/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 10.45
5/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA MONTH END	Merchant Fee - Utility Billing 10.00
5/2/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 8.55
5/3/2023 Outgoing Money Transfer	DIRECT WITHDRAWAL ADP PAYROLL	Net Payroll 681,318.71
5/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL LABOR&INDUSTRIESL&I ELF	Payroll Tax - Employer 128,859.61
5/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll 1,446.80
5/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE	Employee Withholding - Payroll 477.02
5/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - City Hall 347.03
5/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll 231.50
5/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER	Driver Abstract 15.00
5/3/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - Utility Billing 2.85
5/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Tax 242,391.23
	Employee (payroll withholding)	\$ 177,844.05
	Employer Portion	\$ 64,547.18

# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
5/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	208.39
5/4/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	10.45
5/5/2023 Outgoing Money Transfer	VEBA Contributions Employee Withholding - Payroll	6,231.50
5/5/2023 Outgoing Money Transfer	IAFF Dues Employee Withholding - Payroll	2,222.91
5/5/2023 Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882 Merchant Fee - Recreation	134.89
5/5/2023 Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884 Merchant Fee - Recreation	128.84
5/5/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	8.55
5/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	157,638.87
	Employee (payroll withholding) \$ 72,684.65	
	Employer Portion \$ 84,954.22	
5/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT Employee Withholding - Payroll	39,726.10
5/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA Employee Withholding - Payroll	706.03
5/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT Employee Withholding - Payroll	666.23
5/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Navia Admin Fee	141.10
5/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL Merchant Fee - Utility Billing	108.25
5/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE Merchant Fee - Utility Billing	15.00
5/8/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	6.65
5/9/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	66.50
5/9/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	7.60
5/9/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	3.80
5/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoAWC Employee Benefits	207,710.01
	Employee (payroll withholding) \$ 29,987.42	
	Employer Portion \$ 177,722.59	

# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
5/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	19,047.44
5/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	4,007.25
5/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE Merchant Fee - Utility Billing	15.00
5/10/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	0.95
5/11/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	256.79
5/11/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	13.30
5/12/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	49.40
5/12/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER Driver Abstract	15.00
5/12/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER Driver Abstract	15.00
5/15/2023 Outgoing Money Transfer	US Bank Safekeeping Interest on Long Term Debt	72,880.63
5/15/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340 Refund Recreation	40.00
5/15/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	8.55
5/16/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	9.50
5/16/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	7.60
5/17/2023 Outgoing Money Transfer	DIRECT WITHDRAWAL ADP PAYROLL Net Payroll	656,161.41
5/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT Merchant Fee - Thrift Shop	101.68
5/17/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	35.15
5/18/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax Payroll Tax	233,760.39
	Employee (payroll withholding) \$ 171,709.20	
	Employer Portion \$ 62,051.19	
5/18/2023 Outgoing Money Transfer	Kroger Food Bank	9,600.00
5/18/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	460.25

# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
5/18/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	6.65
5/19/2023 Outgoing Money Transfer	VEBA Contributions Employee Withholding - Payroll	6,231.50
5/19/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP FEES ADP Fee	3,715.67
5/19/2023 Outgoing Money Transfer	IAFF Dues Employee Withholding - Payroll	2,222.91
5/19/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP FEES ADP Fee	2,042.04
5/19/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER Driver Abstract	15.00
5/19/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	8.55
5/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement	153,506.35
	Employee (payroll withholding) \$ 71,721.02	
	Employer Portion \$ 81,785.33	
5/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT Employee Withholding - Payroll	38,274.03
5/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	19,047.44
5/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	3,838.08
5/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA Employee Withholding - Payroll	706.03
5/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MISSIONSQUARE INVESTMENT Employee Withholding - Payroll	666.23
5/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	9.50
5/22/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL Cayan LLC EDI PYMNTS Merchant Fee - Thrift Shop	6.20
5/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340 Refund Recreation	500.00
5/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	56.05
5/23/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	4.75
5/24/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - Utility Billing	1.90
5/25/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	109.29

# Accounts Payable EFT Report

Item 3.

Date	Description	Dollar Amount
5/25/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	14.25
5/26/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT Remit Excise Taxes	58,055.30
	Water Fund \$ 25,081.10	
	Sewer Fund \$ 16,785.39	
	Storm Fund \$ 3,078.35	
	Thrift Shop \$ 11,508.02	
	General \$ 1,632.44	
5/26/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC Employee Withholding - INSURANCE Payroll	477.02
5/26/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	7.60
5/30/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL MERCHANT S 8039720340 Refund Recreation	200.00
5/30/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	11.40
5/31/2023 Outgoing Money Transfer	DIRECT WITHDRAWAL ADP PAYROLL Net Payroll	684,375.92
5/31/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	14.25
5/31/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	5.70
5/31/2023 Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA Merchant Fee - Utility TRX FEES Billing	1.90
Total		\$ 3,579,376.11



## **REVISED CITY COUNCIL MINUTES**

### **SPECIAL HYBRID MEETING**

### **JUNE 20, 2023**

Item 4.

#### **CALL TO ORDER & ROLL CALL**

Mayor Salim Nice called the Special Hybrid Meeting to order at 5:01 pm from a remote location.

Mayor Salim Nice, Deputy Mayor David Rosenbaum (joined 5:05 pm) and Councilmember Lisa Anderl, Jake Jacobson, Craig Reynolds, Wendy Weiker (joined 5:14 pm), and Ted Weinberg participated remotely using Zoom.

#### **PLEDGE OF ALLEGIANCE**

The City Council delivered the Pledge of Allegiance.

#### **AGENDA APPROVAL**

It was moved by Reynolds; seconded by Jacobson to:

**Approve the agenda.**

PASSED: 5-0

FOR: 5 (Anderl, Jacobson, Nice, Reynolds, and Weinberg)

ABSENT: 2 (Rosenbaum and Weiker)

#### **STUDY SESSION**

##### **AB 6287: Financial Management Software Implementation Update**

Finance Director Matt Mornick introduced the Finance team who has been working on the Enterprise Resource Planning (ERP) software implementation, provided background on the project, and discussed the three phased timeline of implementation.

Accounting Specialist Jennifer Peterson spoke about the accounts payable process using the new centralized database with a fully digital process, discussed the eventual phasing out of paper checks with an Automate Clearing House, and spoke about the 1099 process that will now be in-house instead through a third-party vendor.

Financial Analyst Ben Schumacher spoke about the efficiencies that will be gained using the new financial management system including the ability to track project activity across multiple years using a centralized database and spoke about the expanded reporting capabilities.

Systems Analyst Gracie Liu presented a comparison of the current financial reporting versus the expanded reporting capabilities with the new financial management system, discussed the staff time that will be saved with these new reporting capabilities, and spoke about the next steps in the implementation of the ERP.

The City Council asked questions of staff.

#### **CITY MANAGER REPORT**

City Manager Jessi Bon reported on the following items:

- **Council, Boards & Commission Meetings:** Update on the City Hall closure. Upcoming City Council Meeting on July 5. Upcoming Planning Commission Meeting on June 28. Arts Council recruitment open now through August 25.

- **City Services Updates:** Luther Burbank Park sports court renovation update, Luther Burbank Park public art is seeking community input to develop unique icons and designs for the 12 bronze pieces that will be inlaid into the new pavement at the Luther Burbank waterfront, Pedestrian corner improvements on the southeast corner of Island Crest Way and SE 40<sup>th</sup>, Right-of-Way safety maintenance with new LED lights and replacement of raised pavement markers, there were six restoration events over the last two weeks, updated on the Bike Skills Area, June Celebrations for Pride in the Park and Juneteenth Community Celebration.
- **Upcoming Events:** Annual Emergency Well Training on June 23, Emergency Preparedness and MIRO Field day at Luther Burbank Park on June 24, Senior Lunch and Conversation on June 27 at MICEC, Summer Celebration on July 15.
- **News:** Design selected for the Summer Celebration shirts by Mercer Island resident Ashley Dimick. Thank you to Officer Jennifer Franklin for service to Mercer Island.

## APPEARANCES

Addie Smith spoke about being a hate crime survivor.

Betty Lee (Mercer Island) spoke about automated license plate readers.

## CONSENT AGENDA

### AB 6288: June 2, 2023 Payroll Certification

**Recommended Action:** Approve the June 2, 2023 Payroll Certification (Exhibit 1) in the amount of \$1,032,589.07 and authorize the Mayor to sign the certification on behalf of the entire City Council.

#### Certification of Claims:

##### A. Check Register | 216024-216152 | 6/9/2023 | \$1,261,248.29

**Recommended Action:** Certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

### City Council Meeting Minutes of June 6, 2023 Special Hybrid Meeting

**Recommended Action:** Approve the minutes of the June 6, 2023 Special Hybrid Meeting.

### AB 6286: Renew 2024-2026 Interlocal Cooperation Agreement with King County Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program Consortiums

**Recommended Action:** Authorize the automatic 2024-2026 renewal of the Interlocal Cooperation Agreement with King County for the Community Development Block Grant Consortium and the HOME Investment Partnerships Program Consortium.

It was moved by Reynolds; seconded by Weinberg to:

**Approve the Consent Agenda and the recommended actions contained therein.**

PASSED: 7-0

FOR: 7 (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

## REGULAR BUSINESS

### AB 6285: Adoption of Interim Outdoor Dining Regulations (Ordinance No. 23C-09)

Deputy CPD Director Alison Van Gorp presented the background of the outdoor dining regulations and how the State Legislature extended the temporary regulations through July 1, 2025. She also discussed how Ordinance No. 23C-09 will extend the outdoor dining regulations for one year while staff researches permanent regulations.



It was moved by Jacobson; seconded by Anderl to:

**Adopt, at first reading under City Council Rules of Procedures 6.3(C)(3), Ordinance No. 23C-09 on interim regulations in MICC 19.11.060 related to outdoor dining and schedule a public hearing for July 18, 2023.**

PASSED: 7-0

FOR: 7 (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

## OTHER BUSINESS

### Planning Schedule

City Manager Jessi Bon spoke about the July 5 and 18 City Council Meetings.

### Councilmember Absences and Reports

Councilmember Jacobson thanked staff for keeping up with plantings in the median on Island Crest and in Town Center.

Councilmember Reynolds thanked staff and community for the work on the Pride and Juneteenth events and congratulated Officer Franklin on her retirement.

Deputy Mayor Rosenbaum thanked staff and community for the work on the Pride and Juneteenth events.

Councilmember Weiker congratulated MIHS graduates.

Councilmember Weinberg thanked staff and community for the work on the Juneteenth event.

## EXECUTIVE SESSION

At 6:23 pm, Mayor Nice convened an Executive Session to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i) and for planning or adopting the strategy or position to be taken by the City Council 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 pursuant to RCW 42.30.140(4)(b) for approximately 60 minutes.

Mayor Salim Nice, Deputy Mayor David Rosenbaum and Councilmembers Lisa Anderl, Jake Jacobson, Craig Reynolds, Wendy Weiker, and Ted Weinberg joined via Microsoft Teams.

At 7:23 pm, Mayor Nice extended the Executive Session by 30 minutes.

At 7:53 pm, Mayor Nice extended the Executive Session by 15 minutes.

At 8:08 pm, Mayor Nice extended the Executive Session by 15 minutes.

Mayor Nice adjourned the Executive Session at 8:13 pm.

## OPEN SESSION

At 8:27 pm Mayor Nice reconvened the Special Hybrid Meeting from a remote location.

It was moved by Weiker; seconded by Anderl to:

**Direct the City Manager to begin negotiations with Eastside Fire and Rescue for Regional Fire Services consistent with the RFP issued by the City and the response to the RFP received from Eastside Fire and Rescue, and to prepare and bring to the City Council at the earliest opportunity an agenda bill presenting the City Manager's recommendation on the RFP for Regional Fire Services.**

Councilmember Weinberg raised a Point of Order regarding Section 5.5 of the City Council Rules of Procedure in which Councilmembers agree to not propose essential amendments and or revisions to any agenda item unless they provide at least 48 hours advance notice to review any written proposal. He stated that Council did not have 48 hours advance notice to review this written proposal.

Mayor Nice found the Point of Order was not well taken and ruled against the Point of Order.

Councilmember **Weinberg** appealed the Point of Order ruling.

**Point of Order Upheld: 5-2**

FOR: 5 (Aderl, Jacobson, Nice, Rosenbaum, and Weiker)

AGAINST: 2 (Reynolds and Weinberg)

MAIN MOTION PASSED: 5-2

FOR: 5 (Aderl, Jacobson, Nice, Rosenbaum, and Weiker)

AGAINST: 2 (Reynolds and Weinberg)

**ADJOURNMENT**

The Special Hybrid Council Meeting adjourned at 8:38 pm.

Attest:

\_\_\_\_\_  
Salim Nice, Mayor

\_\_\_\_\_  
Andrea Larson, City Clerk



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6923**  
**July 5, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6293: Parks and Recreation Month Proclamation No. 312	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Approve Proclamation No. 312 proclaiming July 2023 as Parks and Recreation Month on Mercer Island.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Salim Nice, Mayor Ryan Daly, Recreation Manager
<b>COUNCIL LIAISON:</b>	Craig Reynolds
<b>EXHIBITS:</b>	1. Parks and Recreation Month Proclamation No. 312
<b>CITY COUNCIL PRIORITY:</b>	2. Sustain and enhance our natural environment, especially parks and open spaces, to benefit this generation and others that follow.

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to recognize the importance of parks and recreation opportunities in the Mercer Island community and to proclaim July 2023 as Parks and Recreation Month on Mercer Island.

### BACKGROUND

National Parks and Recreation Month was originally celebrated in the month of June through the National Recreation and Park Association (NRPA). In July of 1985, the NRPA wanted to engage and accommodate more children with differing school schedules. With the support and endorsement of then Vice-President George H.W. Bush and NFL Hall of Fame running back Walter Payton, NRPA formally recognized the month of July as National Parks and Recreation Month. In 2009, with bipartisan support, the U.S. House of Representatives passed H.Res.288 designating July as National Parks and Recreation Month while acknowledging the societal value of parks and recreation and honoring the vital contributions of employees and volunteers within parks and recreation.

### PARKS & RECREATION ON MERCER ISLAND

"The Mercer Island Parks and Recreation Department takes pride in providing the highest quality facilities and services in partnership with the community to enhance livability on Mercer Island."

The Recreation and Parks & Natural Resources divisions are part of the Public Works Department and assume major roles in developing a sense of community and enhancing Mercer Island residents' quality of life by providing recreation and social opportunities to people of all ages. Fundamental to this mission is providing affordable and ready access to parks, facilities, programs, events, and other social opportunities. The City of Mercer Island is responsible for operating and maintaining the 42,000 square foot Mercer Island Community and Event Center (MICEC), over 475 acres of parks and open space, and more than 30 miles of trails. Partnerships with community agencies, businesses, and other community groups are actively solicited and managed to enhance and support diverse offerings. These partnerships and relationships are vital to meeting communities needs for access to parks and recreation opportunities.

## **ISSUE/DISCUSSION**

### **CELEBRATE PARKS AND RECREATION MONTH**

July 2023 is packed with recreational opportunities within the Mercer Island community. Summer camps are anticipated to draw approximately 1,500 participants; the public is accessing the MICEC for meetings, events, celebrations, and fitness activities; athletic opportunities are occurring on newly turfed fields; and the trails and open space areas are being used by all age groups. Events such as the Mostly Music in the Park concert series will take place at Mercerdale Park, with Shakespeare in the Park inhabiting Luther Burbank Park, and community organizations are taking advantage of newfound opportunities through sponsorships to collaborate with the City on various special events hosted within the parks system.

Summer Celebration will return and expand on the 2022 successes. Hosted on Saturday, July 15, the event will include music, food, entertainment, art vendors, the community parade, and fireworks. This event and all the other parks and recreation related services, partnerships, and opportunities highlight the importance parks and recreation plays on Mercer Island and demonstrates the appreciation the Mercer Island community has for its parks and recreation sponsors, supporters, volunteers, and staff alike.

In recognition of all the treasured parks and recreation activities and opportunities available to the Mercer Island community, staff recommend July 2023 be proclaimed as Parks and Recreation Month on Mercer Island.

## **NEXT STEPS**

Encourage the community to get out, enjoy, and support the many parks and recreation opportunities on Mercer Island provided by various public and private agencies.

## **RECOMMENDED ACTION**

Approve Proclamation No. 312 proclaiming July 2023 as Parks and Recreation Month on Mercer Island.



# City of Mercer Island, Washington

## *Proclamation*

**WHEREAS**, the City of Mercer Island recognizes parks and recreation programs are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of our community and region.

Mercer Island Parks and Recreation programs and facilities build healthy, active communities that aid in the prevention of chronic disease and improve the mental and emotional health of all residents. These services increase the community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction.

The City of Mercer Island operates a 42,000 square foot Community and Event Center, over 475 acres of parks and open space, and over 30 miles of trails, and offers diverse programs and events for all ages and demographics. Partnerships with community agencies, businesses, and other community groups are actively solicited to enhance and support diverse offerings.

**NOW, THEREFORE**, I, Salim Nice, Mayor of the City of Mercer Island, do hereby proclaim July 2023 as

## **PARKS AND RECREATION MONTH**

on Mercer Island, and I encourage all residents to join me at Summer Celebration on July 15 and to continue to support and participate in the many recreation activities, events, programs, and facilities provided by our various public and private agencies.

**APPROVED**, this 5th day of July 2023

---

Mayor Salim Nice



Proclamation No. 312



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6295**  
**July 5, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6295: Basin 40 Cured-In-Place-Pipe Sewer Lining Project Phase 2 Bid Award	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Award the Basin 40 Cured-In-Place-Pipe Sewer Lining Project Phase 2 construction contract to Insta-Pipe, Inc.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Patrick Yamashita, City Engineer Clint Morris, Capital Division Manager Christopher Marks, Utilities Engineer
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Project Location Map
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ 2,080,934
<b>AMOUNT BUDGETED</b>	\$ 2,140,026
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to award a public works contract for the construction of the Basin 40 Cured-In-Place-Pipe (CIPP) Sewer Lining Project Phase 2.

- The Basin 40 CIPP Sewer Lining Phase 1 project began in Q3 2021 to systematically eliminate sources of infiltration and inflow (I/I) using the trenchless technology of ultra-violet (UV) cured-in-place-pipe (CIPP) lining.
- With Phase 1 completed, Phase 2 of the project will install more than 12,000 linear feet of UV CIPP liner into existing 8-inch, 10-inch, and 12-inch diameter sewer mains within Sewer Basin 40. See Exhibit 1 for project location.
- Three bids were received and the lowest bid is \$1,681,845. Estimated project expenditures are within the current available budget and no appropriation is needed.
- This work is included in the 2023-2024 Capital Budget and is funded through the Sewer Fund.
- Construction will begin in Q3 2023 with project completion estimated for Q1 2024.

## BACKGROUND

Construction of most of Mercer Island's sanitary sewer system occurred in the 1950s and 1960s. The sewer collection system takes advantage of the Island's topography by relying heavily on gravity flow as it meanders from the top of the Island down to the shoreline, where it enters the City's "Lake Line", before being transported to King County's treatment facility in Renton. The City's sewer collection system is separate and distinct from the City's stormwater collection system.

Given the sewer system's age, groundwater seepage (infiltration) and stormwater runoff (inflow) – known collectively as infiltration and inflow (I/I) – are prevalent in the sanitary sewer. Infiltration is caused from cracks, joint failures, or other openings within the pipeline. Inflow comes from a direct connection into the sewer system, such as roof drain downspout connections into side sewers, leaky manhole covers, or unknown storm drain cross-connections. Once I/I enters the sewer, this water must be transported and treated.

Sewer Basin 40 is located in and around the Mercerwood neighborhood and is one of the oldest portions of Mercer Island's sewer collection system, with construction occurring in the 1950s. Pipes in this area were inspected in 2018 using closed circuit television (CCTV) equipment and were identified as having a high presence of I/I as well as some minor structural pipe defects.

The trenchless technology of cured-in-place-pipe (CIPP) lining is an efficient and cost-effective way to reduce I/I from aging pipes and restore their structural integrity. The method involves pulling a fiberglass and resin impregnated liner into the existing sewer main, pressurizing the liner to form a tight fit, and then curing the liner using UV light. This construction process has minimal disturbance to properties and roads, since very little excavation is required. The primary access for the lining occurs through existing sewer manholes.

The project was divided into two phases to allow the easier Phase 1 work to proceed to construction while Phase 2 work obtained the necessary environmental permits. In December 2022, the City Council approved construction of Phase 1 ([AB 6191](#)). The work areas were primarily located in the area bound by SE 40<sup>th</sup> Street, 96<sup>th</sup> Avenue, and SE 41<sup>st</sup> Street. More than 4,000 feet of existing 8-inch sewer mains were lined in February, March, and April of 2023 for a total cost of \$625,392. This final cost is below the approved Phase 1 project budget of \$765,418. The \$140,026 of savings will be used to supplement the budget for the Phase 2 project.

Phase 2 will reline the remaining Basin 40 pipe segments that are identified as having pipe fractures, cracks, active infiltration, infiltration stains, joint separations, and joint offsets, which are the primary sources of I/I. The benefits of eliminating I/I are two-fold: the City's sewer system capacity increases, and sewage treatment costs are reduced.

## ISSUE/DISCUSSION

### PROJECT DESCRIPTION

The Basin 40 CIPP Sewer Lining Project Phase 2 consists of installing more than 12,000 feet of CIPP into existing 8-inch, 10-inch, and 12-inch diameter sewer mains. The mains will be accessed from the existing network of sewer manholes. In addition, 113 service connection seals will be installed to waterproof the joint that connects the sewer mainline to side sewer laterals serving adjacent homes. These laterals are very common locations for I/I to occur.

Phase 2 construction quantities are roughly three-times that of Phase 1 and improvements span all of Basin 40. The project area is bounded by SE 40<sup>th</sup> Street, 90<sup>th</sup> Avenue SE, SE 44<sup>th</sup> Street, SE 42<sup>nd</sup> Place, and Lake

Washington, as shown on Exhibit 1. Because some of the segments are located within close proximity to Lake Washington, shoreline permits have been applied for and obtained. Some of these sewer segments adjacent to the shoreline pose additional challenges, including restricted vehicle access, steep terrain, and obstacles such as landscaping, fencing, and other improvements that have been built near or over the sewer manholes.

## BID RESULTS

The project was advertised May 24, 2023, and three construction bids were received and opened on June 14, 2023. The lowest bid was received from Insta-Pipe, Inc. in the amount of \$1,681,845, approximately 10% below the engineer's construction cost estimate. The following table shows the bid results.

COMPANY NAME	Bid amount + 10.1% sales tax
Insta-Pipe, Inc.	\$1,681,845
Iron Horse, LLC	\$1,917,603
Allied Plumbing & Pumps LLC DBA Allied Trenchless	\$2,623,936
<b>Engineer's Estimate</b>	<b>\$1,861,510</b>

The apparent low bidder, Insta-Pipe, Inc. from Tumwater, Washington, has completed numerous CIPP lining projects for public agencies across the Pacific Northwest, including completion of Sewer Basin 40 Phase 1 for the City in 2023; a storm water lining project for the City in the summer of 2022; a sewer lining project for Whatcom County in 2022; and a lining project in 2020 for the City of Bellevue. Review of the Labor and Industries (L&I) website confirms Insta-Pipe is a contractor in good standing with no license violations, outstanding lawsuits, or L&I tax debt.

Based on the review of the Insta-Pipe, Inc. bid submittal and reference checks, staff has determined that Insta-Pipe is the lowest responsive bidder for this project. Staff recommends awarding the project to Insta-Pipe, Inc.

## PROJECT BUDGET

Adding amounts for construction contingency, construction support services/inspection, and project management brings the total estimated cost of the project to \$2,080,934. Funds for design of both project phases were included in the 2021-2022 Capital Budget and are therefore not shown for Phase 2. Project costs are summarized in the table below.

BASIN 40 CIPP SEWER LINING PROJECT PHASE 2 PROJECT BUDGET	
Construction Contract	\$1,681,845
Construction Contingency - 10%	\$168,184
Construction Support Services	\$79,980
Project Management/Utility Team	\$30,925
Inspection Services	\$120,000
<b>Total Project Cost</b>	<b>\$2,080,934</b>
Approved Budget (2023-2024)	\$2,000,000
Phase 1 Unspent Budget	\$140,026
<b>Total Budget Allocated for Project</b>	<b>\$2,140,026</b>
<b>Budget Remaining</b>	<b>\$59,092</b>



The budget for this project is included in the 2023-2024 Capital Budget for \$2M from the Sewer Fund. This budget will be supplemented with the \$140,026 of unspent budget from Phase 1. Based on the low bid of \$1,681,845, this project can be constructed within that budget and does not need an appropriation.

## NEXT STEPS

Construction is anticipated to begin in September of 2023 and should take approximately six months to complete. Contractors are still experiencing delays in obtaining materials due to supply chain demands and limitations. Staff will work closely with the contractor to manage the project timeline and work schedule.

Impacts to residents will be minor and may include periods of limited toilet flushing, restricted water use during liner installation, temporary construction noise, and temporary road closures to facilitate contractor equipment. These impacts will be mitigated through close contractor and project manager coordination and timely construction notifications to impacted residents.

## RECOMMENDED ACTION

Award the Basin 40 Cured-In-Place-Pipe Sewer Lining Project Phase 2 to Insta-Pipe, Inc., in the amount of \$1,681,845, and authorize the City Manager to execute a contract with Insta-Pipe for the construction of the project.

SU0108

Item 6.

BASIN 40 CIPP SEWER LINING PROJECT PHASE 2

Project Area:

- Phase 2
- Phase 1 (Complete)
- Sewer Basin 40
- Roads
- I-90
- Parks

Disclaimer: No warranties of any sort including accuracy, fitness or merchantability accompany this map.

ICS  
Information & Geographic Services  
Date: 6/22/2023  
2023CIPTemplate.aprx  
SU0108-SEWER LINING PHASE 2

AB 6295 | Exhibit 1 | Page 5



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6296**  
**July 5, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6296: 2022 Arterial and Residential Street Overlays Project Closeout	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Accept the completed project and authorize staff to close out the contract.	

<b>DEPARTMENT:</b>	Public Works		
<b>STAFF:</b>	Patrick Yamashita, Deputy Public Works Director Clint Morris, Capital Division Manager Ian Powell, Street Engineer		
<b>COUNCIL LIAISON:</b>	n/a		
<b>EXHIBITS:</b>	1. Project Location Map		
<b>CITY COUNCIL PRIORITY:</b>	n/a		

<b>AMOUNT OF EXPENDITURE</b>	\$ 1,585,914
<b>AMOUNT BUDGETED</b>	\$ 1,707,990
<b>APPROPRIATION REQUIRED</b>	\$ 0

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to accept the completed 2022 Arterial and Residential Street Overlays construction project and authorize staff to close out the construction contract.

- Work involved repaving SE 68<sup>th</sup> Street and SE 70<sup>th</sup> Place from Island Crest Way to East Mercer Way and two residential neighborhoods.
- Construction occurred from June 2022 to October 2022.
- The total project cost was \$1,585,914 and came in \$122,076 under budget. Unspent funds remain in the Street Fund.

### BACKGROUND

The 2022 Arterial and Residential Street Overlays combined arterial and residential street paving locations into one contract for hot mix asphalt (HMA) paving in summer 2022. The project included asphalt overlay of SE 68<sup>th</sup> Street and SE 70<sup>th</sup> Place and residential street repaving in two neighborhoods. Project locations are shown on Exhibit 1. Prior to repaving, minor storm drainage and water system improvements were completed on these roadways under a separate construction contract.

Project design work began in February 2022 and was completed in mid-April 2022. Three contractor bids were received on April 18, 2022. On May 3, 2022, the City Council awarded the construction contract to Watson Asphalt Paving Company in the amount of \$1,449,990.80 and set the project's total budget to \$1,707,990 ([AB 6071](#)).

## ISSUE/DISCUSSION

Construction activities began on June 21, 2022 and all asphalt paving was completed by the end of August 2022. In September and October, crews wrapped up construction by placing shoulder gravel and raising utility castings to the grade of the new pavement. The project was complete by the end of October 2022.

Improvements to SE 68<sup>th</sup> Street and SE 70<sup>th</sup> Place included pavement repairs, pre-level paving (to correct irregularities in roadway profile and cross slope), a 2-inch asphalt overlay, shoulder gravel, new pavement markings, and utility adjustments. Residential streets in the plat of Parkwest (portions of SE 65<sup>th</sup> Street, SE 66<sup>th</sup> Street, SE 67<sup>th</sup> Street, 82<sup>nd</sup> Avenue SE and 83<sup>rd</sup> Place SE) had nearly all the existing pavement removed, gravel base material was augmented and regraded, and 4 inches of new asphalt was placed. The residential streets of SE 68<sup>th</sup> Street and 93<sup>rd</sup> Avenue SE received pavement repairs followed by a 2-inch asphalt overlay.

The total cost of the completed project was \$1,585,914, 7.1% less than the total amount budgeted at the time of contract award. No contingency funds were needed during construction. Design, contract administration and project management costs exceeded their combined budget by \$15,034. However, this was more than offset by the construction costs being \$35,257 under budget. Actual expenses for the project compared to budget amounts are shown in the table on the following page. The \$122,076 of unspent budget from this contract will remain in the Street Fund.

Minor water system and storm drainage improvements were completed on these roadways under a separate construction contract, at a cost of \$571,618. These improvements were funded from the City's Water and Storm Water Utility Funds.

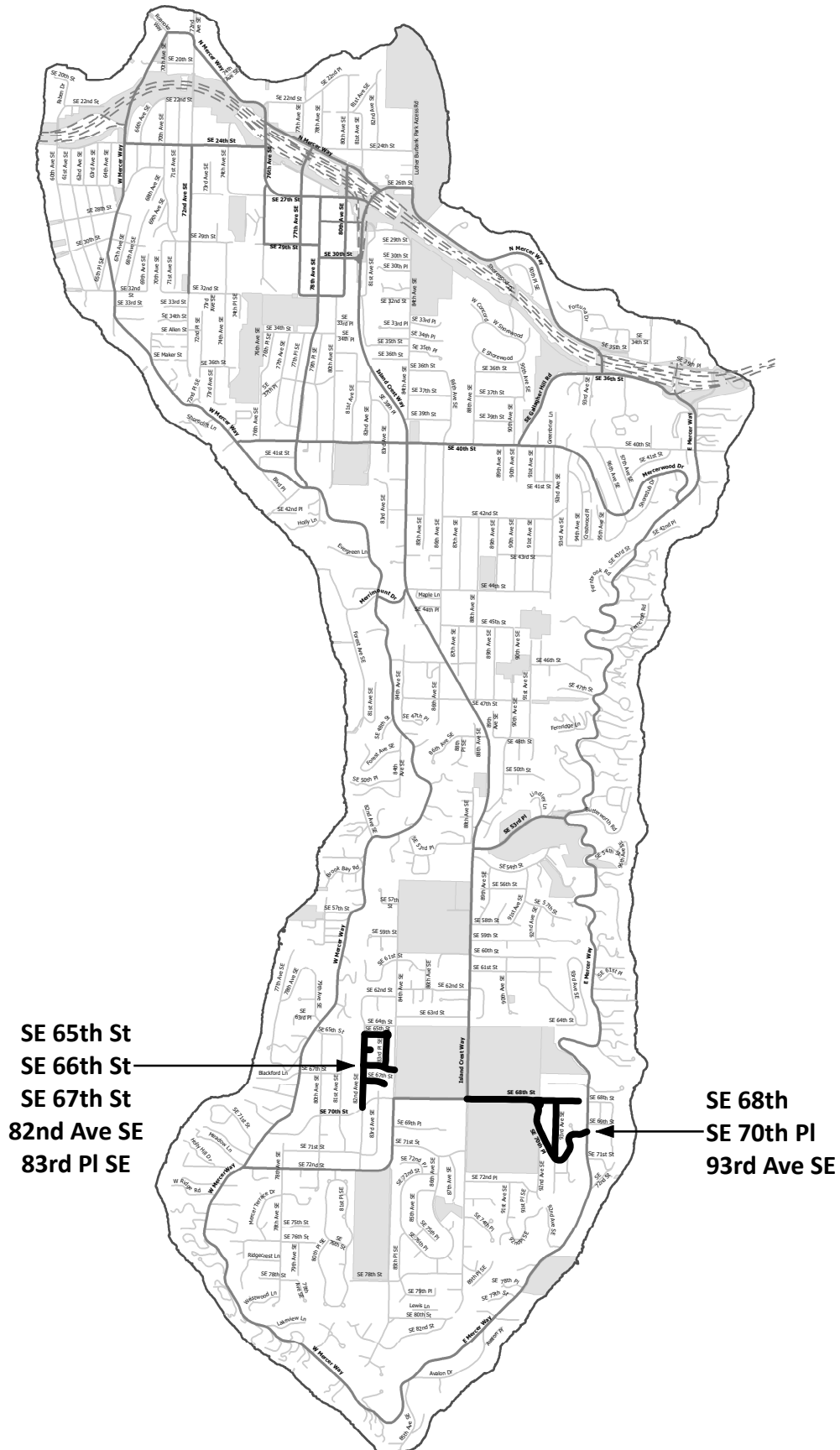
2022 ARTERIAL AND RESIDENTIAL STREET OVERLAYS PROJECT BUDGET AND ACTUAL EXPENDITURES		
Description	Approved Project Budget	Actual Expenditures
<b>Construction Contract</b>		
Schedule A - SE 68th / SE 70th Arterial Overlay	387,170	357,860
Schedule B - South Island Residential Overlays	266,059	279,716
Schedule C - Parkwest Residential Overlays	669,656	650,110
Schedule D - Pavement Repairs	127,106	127,048
<b>Total Construction Contract</b>	<b>\$ 1,449,991</b>	<b>\$ 1,414,734</b>
Construction Contingency @ 7%	101,499	-
Project Design - Consultant	50,000	55,848
Inspection Services - In-House	44,000	48,922
Contract Administration / Project Management	48,000	52,264
1% for the Arts	14,500	14,147
<b>Total Project Budget and Expenditures</b>	<b>\$ 1,707,990</b>	<b>\$ 1,585,914</b>

## RECOMMENDED ACTION

Accept the completed 2022 Arterial and Residential Street Overlays project and authorize staff to close out the contract.

# City of Mercer Island 2022 Arterial and Residential Street Improvements

Item 7.





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6297**  
**July 5, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6297: 2022 Street Related Utility Improvements Project Closeout	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Accept the completed project and authorize staff to close out the contract.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Public Works		
<b>STAFF:</b>	Patrick Yamashita, Deputy Public Works Director Clint Morris, Capital Division Manager Ian Powell, Street Engineer		
<b>COUNCIL LIAISON:</b>	n/a		
<b>EXHIBITS:</b>	1. Project Location Map		
<b>CITY COUNCIL PRIORITY:</b>	n/a		

<b>AMOUNT OF EXPENDITURE</b>	\$ 571,618
<b>AMOUNT BUDGETED</b>	\$ 729,399
<b>APPROPRIATION REQUIRED</b>	\$ 0

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to accept the completed 2022 Street Related Utility Improvements construction project and authorize staff to close out the construction contract.

- Work involved minor water and storm drainage improvements on SE 68<sup>th</sup> Street and SE 70<sup>th</sup> Place from Island Crest Way to East Mercer Way, as well as two residential neighborhoods.
- Construction occurred from April 2022 to August 2022.
- The total project cost was \$572,159 and came in \$157,240 under budget. Unspent funds will remain in the Storm Water Utility and Water Utility Funds.

### BACKGROUND

The 2022 Street Related Utility Improvements project combined water and storm drainage improvements in two different Island neighborhoods. Project locations are shown on Exhibit 1. The project included upgrades and repairs to known water and storm drainage deficiencies. Following the minor storm drainage and water system improvements work, these roadways were overlayed with hot mix asphalt under a separate construction contract.

Project design work began in December 2021 and was completed in late January 2022. Eight contractor bids were received on February 10, 2022. On March 1, 2022, the City Council awarded the construction contract to Blue Mountain Construction Group, LLC in the amount of \$522,216.08. With project management, inspection, design, and contingency costs, the project's total budget amounted to \$729,399 ([AB 6025](#)).

## ISSUE/DISCUSSION

Construction activities began on April 14, 2022 and all contract work was completed by the middle of August 2022.

Schedules A and C of the project repaired storm drainage along the arterial streets of SE 68<sup>th</sup> Street and SE 70<sup>th</sup> Place and in the plat of Parkwest (lying west of 84<sup>th</sup> Avenue SE in the 6400 to 6800 blocks). This work included several spot repairs to existing damaged pipes, installation of several new catch basins and the replacement of several roadway pipe crossings.

Schedules B and D of the project provided minor water system improvements to the same streets and neighborhood as Schedules A and C. This work included replacing 33 galvanized water services lines from the water main to the meter with new copper service lines and the installation of 4 new fire hydrants.

The total cost of the completed project was \$571,618, 21.6% less than the total amount budgeted at the time of contract award. Actual expenses for the project compared to budget amounts are shown in the following table. Storm Water contingency funds in the amount of \$13,605 were used to regrade some of the existing drainage ditches along SE 68<sup>th</sup> Street and SE 70<sup>th</sup> Place to provide better storm water flow.

The \$15,831 of unspent budget for storm water improvements will remain in the Storm Water Utility Fund. The \$141,950 of unspent budget for the water improvements will remain in the Water Utility Fund.

2022 STREET RELATED UTILITY IMPROVEMENTS				
PROJECT BUDGET AND ACTUAL EXPENDITURES				
Description	Approved Storm Water Budget	Actual Storm Water Expenditures	Approved Water Budget	Actual Water Expenditures
<b>Construction Contract</b>				
Schedule A - Arterial Storm	\$ 90,484	\$ 133,529	\$ -	\$ -
Schedule B - Arterial Water + 10.1% WSST	\$ -	\$ -	\$ 40,098	\$ 39,640
Schedule C - Residential Storm	\$ 108,506	\$ 80,512	\$ -	\$ -
Schedule D - Residential Water + 10.1% WSST	\$ -	\$ -	\$ 283,128	\$ 212,710
<b>Total Construction Contract</b>	<b>\$ 198,990</b>	<b>\$ 214,041</b>	<b>\$ 323,226</b>	<b>\$ 252,350</b>
Construction Contingency @ 20%	\$ 39,798	\$ 13,605	\$ 64,645	\$ -
Project Design - Consultant	\$ 22,000	\$ 20,674	\$ 16,000	\$ 15,036
Inspection Services - In-House	\$ 10,000	\$ 7,898	\$ 14,000	\$ 11,058
Contract Administration / Project Management	\$ 6,000	\$ 4,739	\$ 12,000	\$ 9,478
Other Design Costs - Storm Drain Inspections	\$ 22,740	\$ 22,740	\$ -	\$ -
<b>Total Project Budget and Expenditures</b>	<b>\$ 299,528</b>	<b>\$ 283,697</b>	<b>\$ 429,871</b>	<b>\$ 287,921</b>

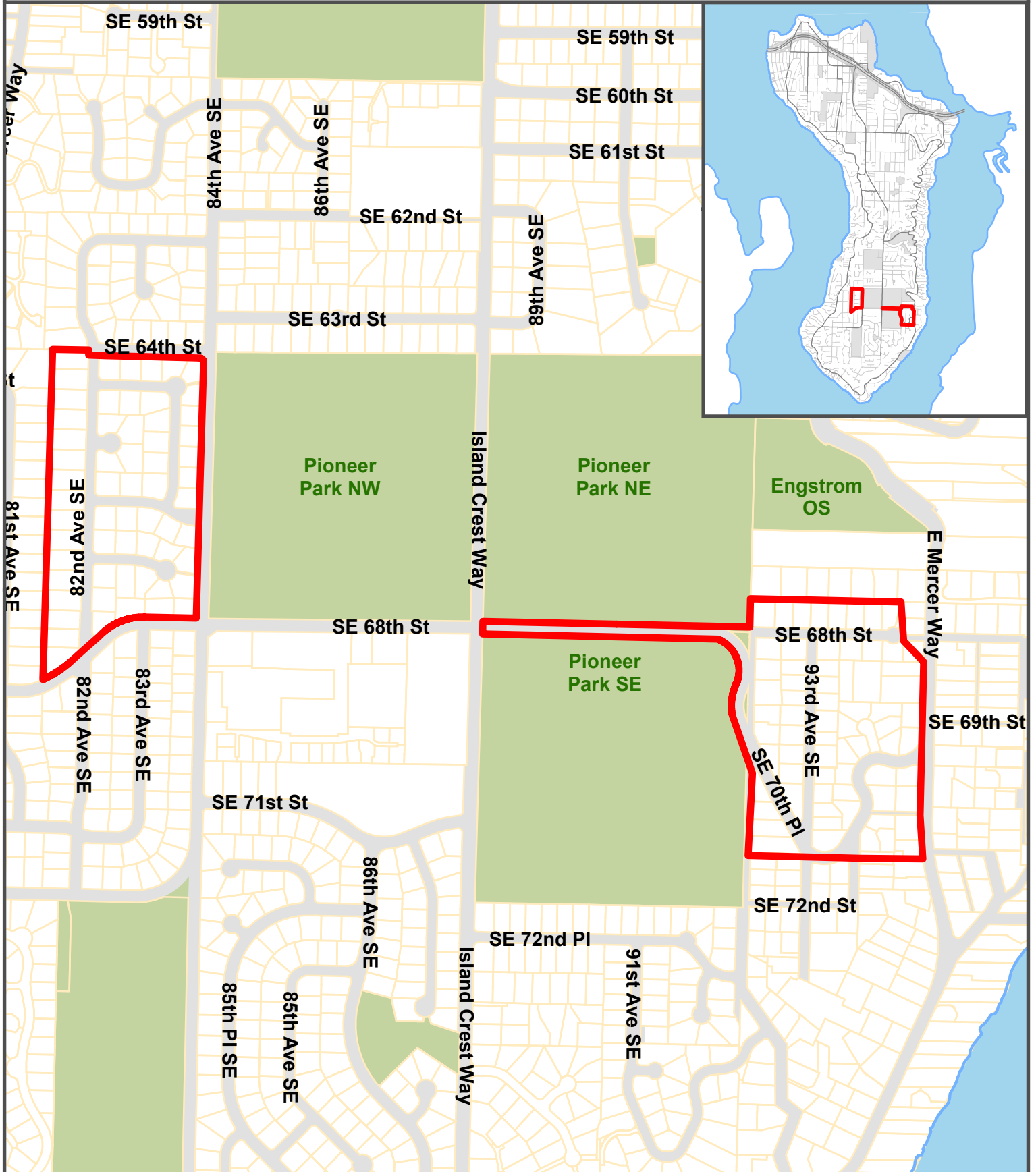


## RECOMMENDED ACTION

Accept the completed 2022 Street Related Utility Improvements project and authorize staff to close out the contract.

# SP0100 & SP0103- City of Mercer Island 2022 Street Related Utility Improvements

Item 8.



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Project Location

Roads

Parcels

Parks



Disclaimer: No warranties of any sort including accuracy, fitness or merchantability accompany this map.

SP0100.mxd Date:12/16/2021



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6291**  
**July 5, 2023**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6291: Town Center Parking Study Draft Report & Early Actions Implementation Update	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Resume the process to finalize and adopt the Town Center Parking Study Report by the end of 2023.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Patrick Yamashita, Public Works Deputy Director Jeff Thomas, CPD Director Ed Holmes, Police Chief Mike Seifert, Operations Commander Sarah Bluvas, CIP Project Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Draft Town Center Parking Study Report 2. Summary of Early Action Items
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to seek direction for reviewing and adopting the Town Center Parking Study Report as well as providing a recommendation to the City Council on implementing early actions identified in the report.

- City Council approved \$80,000 in the 2021-2022 Biennial Budget to conduct a new Town Center Parking Study (50% funded by General Fund via the Street Fund and 50% funded by Sound Transit Mitigation dollars for study elements related to mitigation impacts).
- On March 21, 2023, the City Council received the draft Town Center Parking Study Report (Exhibit 1), which includes three comprehensive strategies to achieve the Council's goals for Town Center parking ([AB 6242](#)).
- At that time, the Council directed staff to suspend work on the Town Center Parking Study until the State legislative session concluded, as several bills pending in the legislature could impact parking regulations in Town Center.
- The City Council also directed staff to return with a plan for implementing early actions identified in the report. These early actions include updating Town Center parking usage counts (work is in

progress), promoting the availability of public parking in parking garages, updating the parking citation fees, reviewing the public parking time limits in Town Center, identifying locations for bicycle parking, and identifying additional locations for ADA Parking (Exhibit 2).

- During this meeting, staff will update the City Council on the parking-related outcomes of the State legislative session and review the previously identified early action items.

## BACKGROUND

On March 21, 2023, the City Council received the draft Town Center Parking Study (Exhibit 1). The report is informed by parking inventory and usage data as well as community input collected from March to September 2022. It includes strategies to achieve the following goals identified by the Council:

1. Create a parking program that activates Town Center, supports small businesses, and enhances the Town Center visitor experience.
2. Ensure Mercer Island residents have priority access to public transportation.
3. Determine if on-site commercial and multi-family residential parking is adequately supplied and utilized. Identify options for increasing and/or regulating its use.

During the March meeting, the Council directed staff to suspend work on the Town Center Parking Study until the Washington State Legislative session concluded. A few bills were under consideration that may have impacted parking in Town Center. Suspending work on the study ensured that the final recommendations aligned with State law.

### 2023 LEGISLATIVE OUTCOMES RELATED TO TOWN CENTER PARKING

The Council received an update on the outcomes of the Legislative session during the mid-year planning session on May 23, 2023 ([AB 6257](#)). Staff also met internally to review specific bills that could impact Town Center parking; a summary of how those bills could affect Town Center parking is provided below.

#### *Bills that Passed*

[HB 1110](#) This legislation mandates new middle housing density in single-family neighborhoods and prohibits parking minimums for new housing that is within a quarter-mile walking distance of the future Light Rail station. The prohibition on parking minimums applies only to new middle housing types required by the new legislation; staff anticipate that this will primarily affect future redevelopment in the single-family neighborhoods located north of I-90 and a quarter mile from the future Light Rail station, rather than new development in the Town Center zone.

Residential dwellings are permitted throughout the Town Center zone, but there are few parcels that may be suitable for middle housing density as opposed to the high-density multifamily housing developments built in Town Center recent years. However, increased housing density in surrounding neighborhoods could push more community members to park in the Town Center zone, which could impact parking availability for customers, employees, and other Town Center visitors.

[HB 1042](#) This legislation allows housing units to be added within the envelope of existing commercial and mixed-use buildings. In addition to requiring City code reconciliation, this legislation limits the City's ability to impose additional parking requirements for any new housing that may be added under the new allowances. Residents of future housing would need to use other forms of parking, such as street parking, if their units do not supply dedicated parking spaces, which could impact parking availability in the Town Center.

[HB 1293](#)

This legislation requires cities to apply clear and objective design review standards to the exterior of new development (with exceptions) and will limit design review for residential development.

Parking requirements for Town Center are regulated by MICC 19.11.130, which provides a range for parking minimums required by different types of development/uses in the Town Center zone. The proposed number of parking spaces and design of the parking facilities are reviewed by the Design Commission as part of the current design review process. These regulations must be revised by June 30, 2025, to comply with the new legislation. Namely, the range must be replaced with a “clear and objective standard,” and design review will be limited to an administrative process with a maximum of one public hearing.

*Bills that Failed*[SB 5466](#)

This legislation promoted transit-oriented development around rapid transit stations such as the forthcoming Light Rail station and would’ve limited the City’s ability to require parking for future Town Center developments. Staff anticipate that this proposed legislation will return in some form in 2024.

Ultimately, legislative impacts to Town Center parking were minimal in 2023. However, cities’ ability to enact parking regulations will almost certainly be a problem as future legislation related to density will likely deemphasize on-site parking requirements and push vehicle parking to the public realm. The recommendations of the Town Center Parking Study intend to work together to achieve City Council’s stated goals and will require periodic review and calibration to respond to such future legislative requirements.

## ISSUE/DISCUSSION

While the Town Center Parking Study work was suspended, the Council directed staff to return with a plan for implementing “early actions” identified in the report and presented to the Council in March. These actions are listed below, and progress/details are included in Exhibit 2.

- Update parking counts, including collecting data on the Mercer Island Park & Ride and the Town Center & North Mercer Restricted Parking District (RPD) permit programs.
- Observe ADA parking usage.
- Evaluate and modify parking citation fees.
- Improve wayfinding to and promote availability of public parking in Town Center parking garages.
- Observe bicycle usage and identify locations for/relocate additional bicycle parking.
- Phase in conversion of two-hour parking limits depending on observed congestion/lack of turnover.

During Wednesday’s meeting, staff will present the work completed to-date to address these items and seek direction for next steps. Additionally, given the outcomes of the 2023 Legislative Session, staff recommend resuming the process to review and adopt the Town Center Parking Study Report by the end of the year.

## NEXT STEPS

Should the City Council decide to resume the Town Center Parking Study, staff will finalize the draft report and publish the draft on Let’s Talk by July 31, 2023. Staff will then commence a public outreach process to collect input on the strategies and recommendations included in the report. Opportunities for commenting on the report will be publicized via City channels (Let’s Talk, MI Weekly, social media, business e-mail

outreach, etc.), partner organizations, and at upcoming community events. The public comment period will remain open through mid-September.

At the September 19 City Council meeting, staff will present a summary of the public input received, hold a public hearing, and solicit feedback from the Council. Staff anticipate returning to the City Council in Q4 2023 with a final Town Center Parking Study Report for review and adoption.

## **RECOMMENDED ACTION**

Resume the process to finalize and adopt the Town Center Parking Study Report by the end of 2023.



Prepared for the City of Mercer Island

## Town Center Parking Study

June 23, 2023



**WALKER**  
CONSULTANTS

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# A Project Overview

## Introduction

The Mercer Island Town Center Parking Study (“parking study”) evaluates current parking supply, utilization, and management in Mercer Island’s Town Center.

Town Center is Mercer Island’s core commercial district, located on the North End of the island and featuring local shops, restaurants, service providers, and multifamily housing. By 2025, Town Center will be served by light rail via Sound Transit’s East Link Extension, and the area also connects to the I-90 Trail, a regional bike and pedestrian commuter trail.

Well-planned and sufficient parking is vital to the success of the Town Center economy and the experience of Town Center business owners, patrons, residents, and visitors. Mercer Island City Council identified the following goals for the Town Center parking system:

1. Create a parking program that activates Town Center, supports small businesses, and enhances Town Center visitor experience.
2. Ensure Island residents have priority access to public transportation.
3. Determine if on-site commercial and multi-family residential parking is adequately supplied and utilized. Identify options for increasing and/or regulating its use.

Recommendations included in this report are derived from an assessment of existing Town Center conditions and parking operations, conversations with community members and governing decision makers, and evaluation of the best practices and actionable steps that may best achieve the goals for Town Center parking. The recommendations intend to work together to achieve City Council’s stated goals and to ultimately make parking more functionally available, usable for different users, and supportive of other options for non-driving travel to and around Town Center.

## Summary of Data and Recommendations

Parking utilization counts on Wednesday, June 8, 2022, at the “peak utilization” time of 12:00 pm show:

- The on-street spaces were 72% occupied, which is a manageable, non-congested overall rate.
- There are some areas of 85% or greater use in the north and southeast areas of Town Center.
- The off-street spaces are only 51% used overall at the peak time, with none exceeding 85% and only a few locations in the 70-84% range.

Additionally, community members provided input about their current travel patterns and opinions about various potential recommendations throughout the study. Methods to collect community feedback included seven focus groups, discussion and mapping inputs provided through the Let’s Talk project page, and an online survey available to everyone. Community members supported Town Center parking management approaches that will allow them to “park once” and walk around; preserve parking near the busiest destinations for customers; and improve opportunities for using other forms of transportation such as walking and biking (parking data and community input are further discussed later in this report).

The data and community input collected by the City informed the strategies and recommendations summarized in Table 1. Section D. elaborates on these strategies, and Section E. provides guidance for ongoing monitoring and implementation.

**Table 1 Summary of Recommendations and Implementation Timelines**

Strategies & Recommendations		Implementation
<b>Strategy #1: Manage the on-street public parking supply.</b>		
1a	Revise on-street parking time limits to be two-hours throughout Town Center.	1-3 years
1b	Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.	4-6 years
1c	Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.	1-3 years
1d	Add more ADA parking on-street.	4-6 years
1e	Implement additional enforcement of Town Center's on-street parking regulations, including education and marketing campaigns.	1-3 years
1f	Consider paid parking in Town Center and deploy technology to create easier use and enforcement.	7-10 years
<b>Strategy #2: Improve the convenience and efficient supply of parking.</b>		
2a	Improve awareness of and navigation to Town Center's range of parking options.	1-3 years
2b	Promote agreements for public use of currently underutilized private parking.	4-6 years
<b>Strategy #3: Expand travel mode choices through programs and infrastructure investments.</b>		
3a	Add bicycle parking.	1-3 years
3b	Study options to allow more flexibility related to parking requirements for new businesses.	4-6 years
3c	Implement a proactive Transportation Demand Management Program for new development.	4-6 years
3d	Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.	7-10 years
3e	Create more community gathering spaces.	7-10 years

**Note:** This study was conducted in 2022, when Mercer Island, like all communities, was still experiencing the impacts of the COVID-19 pandemic ("pandemic") on commuter travel, in-person retail demand, community gatherings, and other factors that influence transportation behavior. Though many aspects of society had largely reopened, it is unknown what long-term impacts the pandemic will have on work commuting, school attendance, residential location preferences, office space demand, interest in public gatherings, and other activities. Where relevant, recommendations include actions to continue studying commuter parking needs to inform future improvements to Town Center parking.

# B Parking Inventory and Utilization

This section outlines parking data collected in June 2022. Data featured in this section includes:

- Inventory of on- and off-street parking spaces in Town Center
- Parking utilization (weekday and weekend counts)
- Length of stay analysis
- Manual parking counts of the North Mercer Restricted Parking District (RPD) and Sound Transit Park & Ride

## Methodology

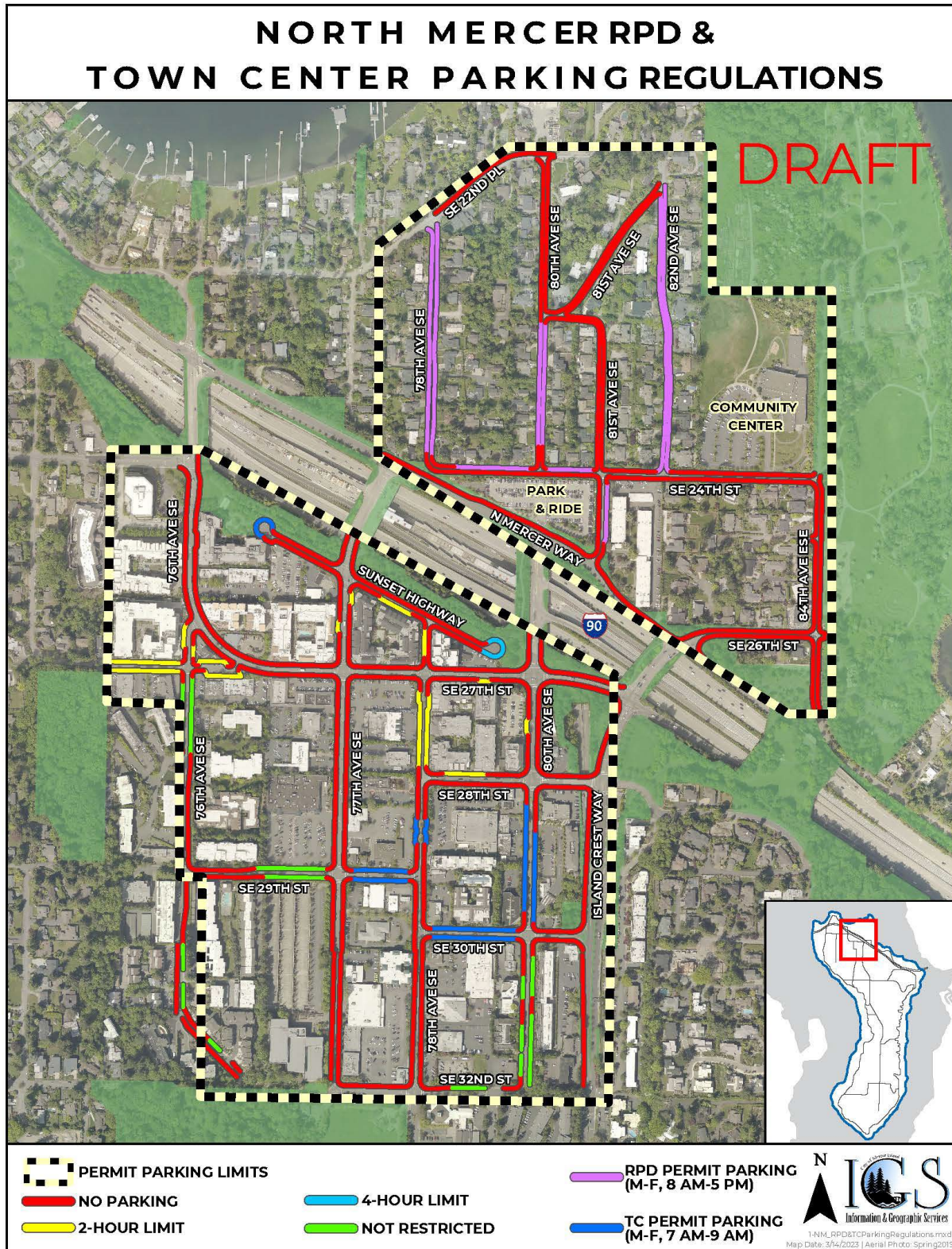
Parking counts were conducted in Town Center on Wednesday, June 8, and Saturday, June 11, 2022. These dates were chosen to capture typical busy conditions in Town Center. Parking occupancy counts (i.e. number of parked cars) were conducted every two hours from 10:00 a.m. to 8:00 p.m., inclusive, on both days to understand parking demand throughout the day on typical parking conditions. Parking length of stay counts were also conducted at 5:00 p.m. and every two hours from 10:00 a.m. to 8:00 p.m., inclusive, on June 8 to understand how long cars stay parked in on-street spaces.

## Town Center Parking Inventory

Town Center parking inventory has 2,745 parking spaces. This includes 2,492 off-street parking spaces and 253 on-street parking spaces. Several Town Center primary streets, including SE 27th Street, 77th Avenue SE, and 78th Avenue SE, have significant stretches with no on-street parking. Off-street, privately owned parking is plentiful, with nearly every development, business, or commercial center having a parking area. Figure 1 shows the location of on-street parking with various regulations.



Figure 1 Existing On-Street Parking Locations and Regulations



Source: City of Mercer Island.

The following parking space inventories were collected for the various on-street spaces regulated per Figure 1.

- 2-Hour Limit: 88 spaces
- Not Restricted: 90 spaces
- Town Center Parking Permit program: 53 spaces

The 4-hour limit parking spaces located in the east cul-de-sac of Sunset Highway are not striped so they were not inventoried as part of this parking study. However, the City estimates 12 parking spaces in that area. Similarly, the North Mercer Restricted Parking District (RPD) parking spaces are not striped and were not inventoried; the City approximates 71 parking spaces in the RPD.

The City also inventoried ADA, Loading Zone, and 30-minute parking spaces, for the following parking counts:

- ADA: 1 space
- Loading Zone: 16 spaces
- 30-Minute Parking: 2 spaces

## Town Center Parking Utilization

Figure 2 summarizes the weekday parking system demand in the Town Center study area compared to an 85% occupancy threshold. A widely recognized best practice in parking management is to compare actual parking utilization rates with an 85% occupancy threshold. When parking is 85% occupied, spaces are well-used: pricing (if used) is not needlessly deterring people from driving to the area, and it is still possible for drivers to find a space without cruising around waiting for another driver to leave, which results in increased emissions and traffic congestion. As shown in the figure, on-street parking was more highly utilized than off-street parking throughout the day. However, on-street occupancy never exceeded 71% system-wide, which is well below the 85% occupancy threshold. Both the on-street and off-street parking in the study area followed a similar pattern where occupancy peaked at 12:00 p.m. and declined throughout the afternoon into the evening.

**Figure 2 Weekday Parking Utilization - Wednesday, June 8, 2022**

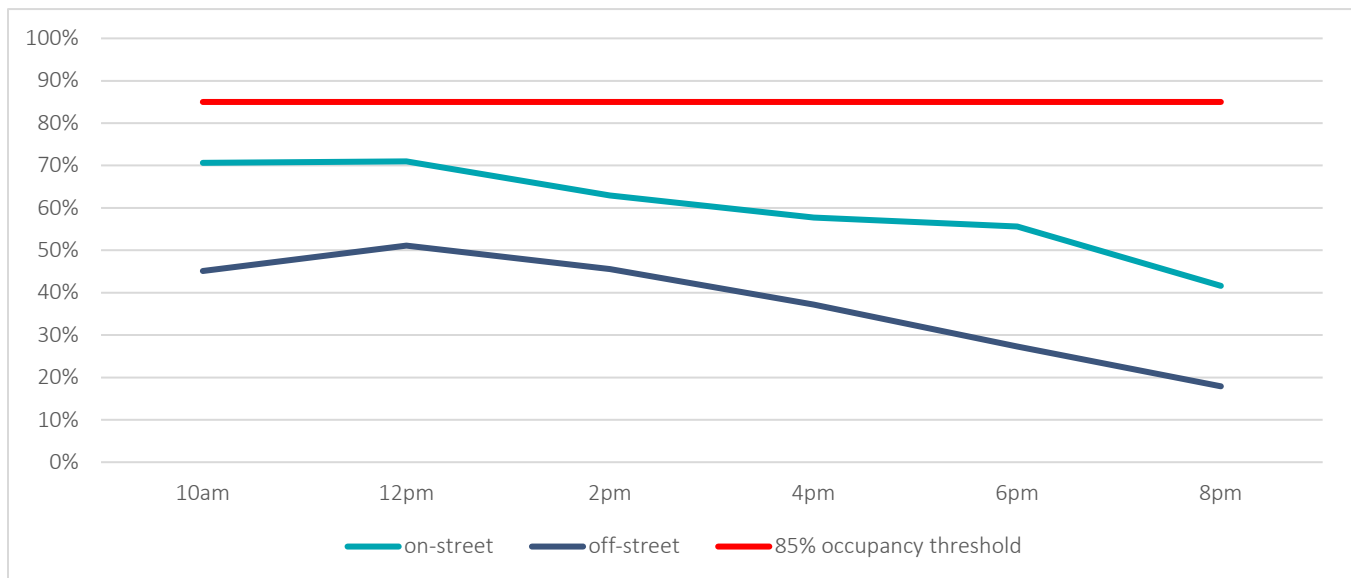
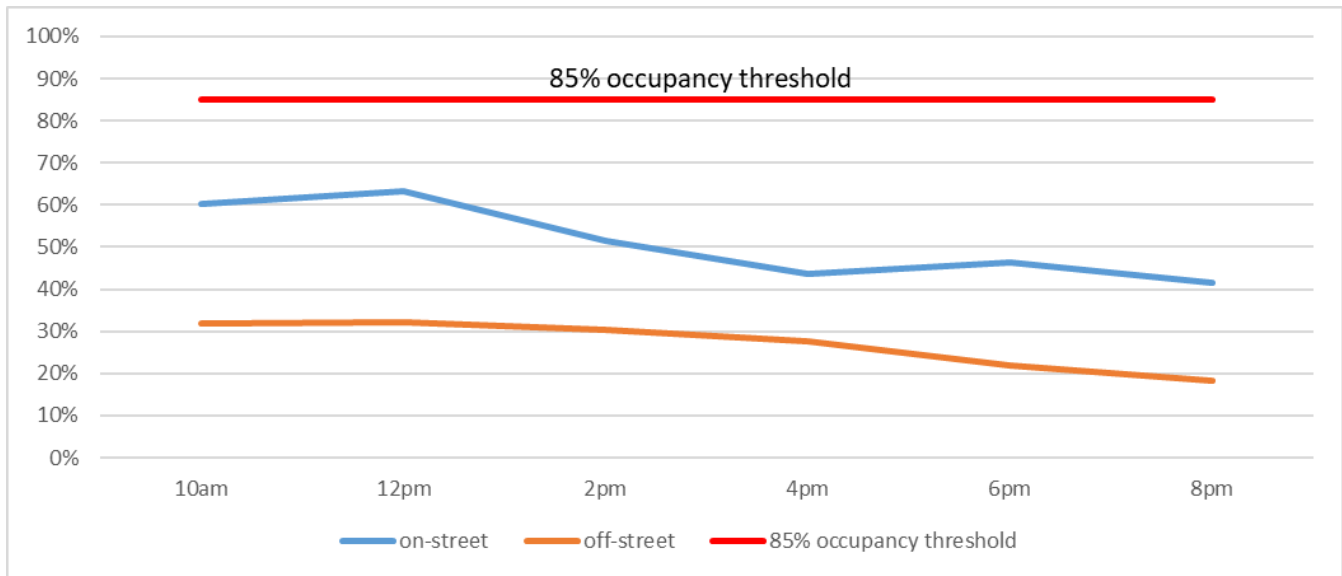


Figure 3 summarizes the weekend parking demand in the Town Center study area. Like the weekday, on-street parking was more highly utilized than off-street parking throughout the day system-wide. However, overall on-street occupancy never exceeded 63%, which is well below the 85% occupancy threshold. Both the on-street and

off-street parking in the study area followed a similar pattern where occupancy peaked at 12:00 p.m. and declined throughout the afternoon into the evening.

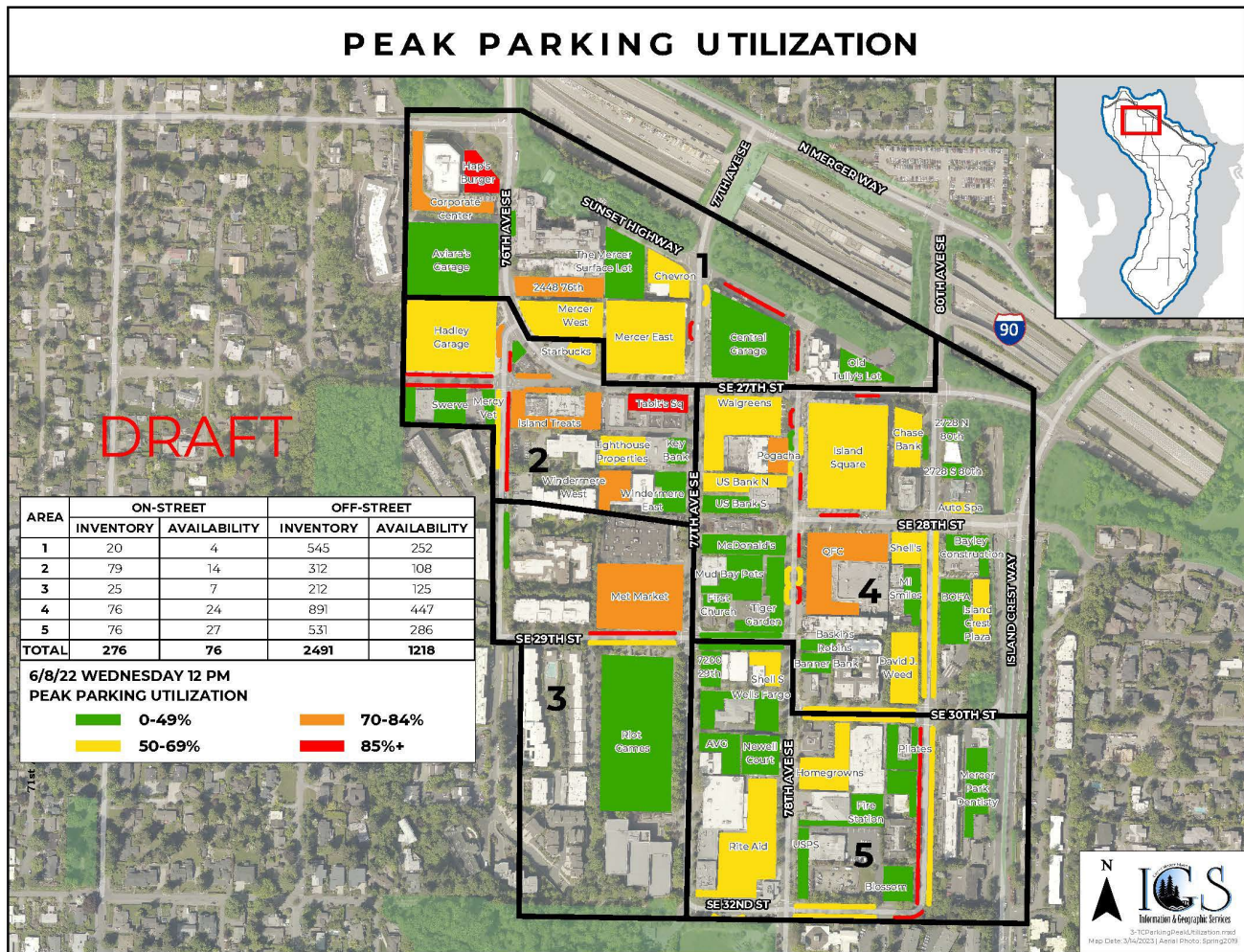
**Figure 3 Weekend Parking Utilization - Saturday, June 11, 2022**



The period of peak parking demand for the study area occurred on Wednesday, June 8, 2022, at 12:00 p.m. This weekday lunchtime peak period is typical of other commercial districts around the country. Figure 4 shows the parking utilization spatially during the weekday period of peak parking demand. Certain block faces and parking facilities exceeded the 85% occupancy threshold, while other block faces and facilities were less than 50% occupied.



Figure 4 Weekday Peak Utilization (Wednesday, June 8, 2022, at 12:00 pm)



Source: Graphic - City of Mercer Island; Data – Walker Consultants and IDAX Solutions

Even during the period of peak parking demand, it was found that spaces were available in Town Center:

- 83 on-street spaces were available.
- 1,218 off-street spaces were available.

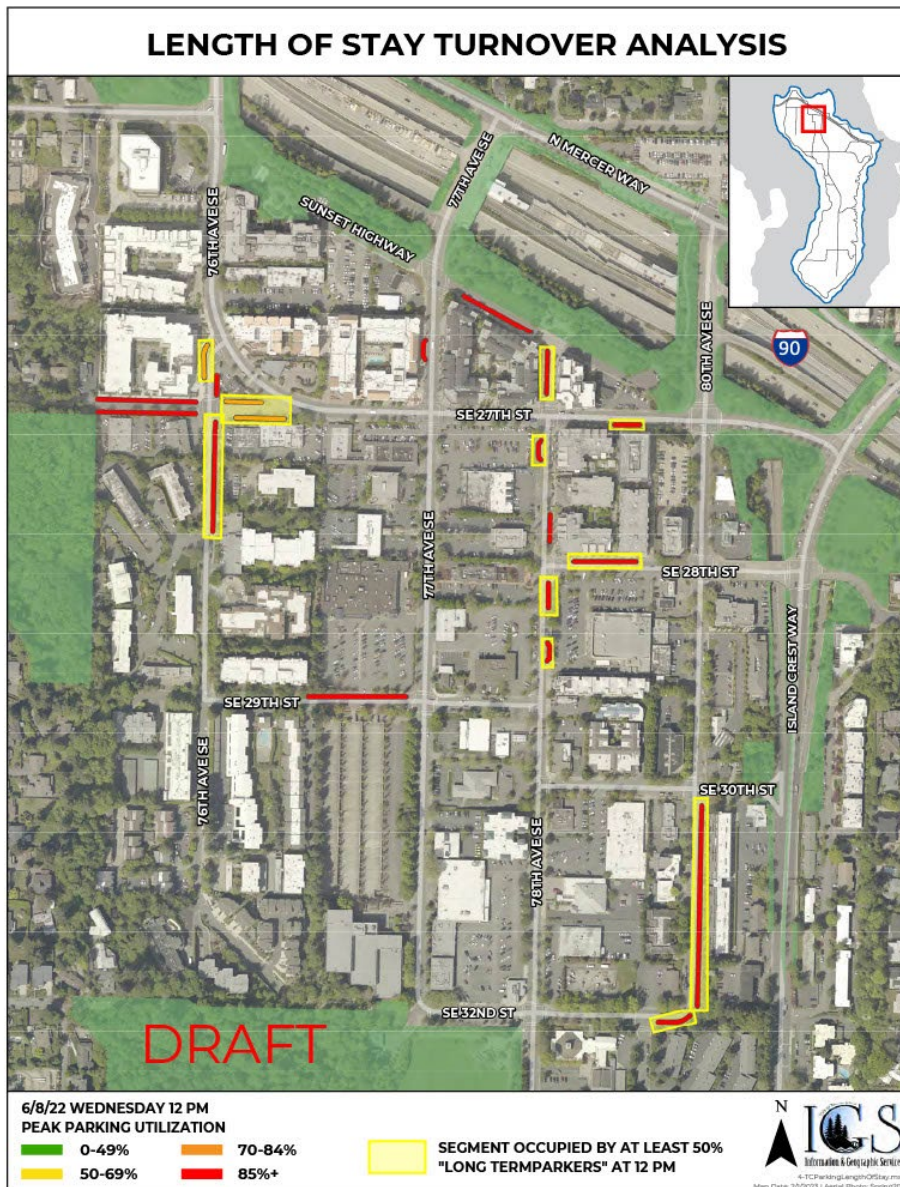
## Length of Stay Analysis

A length of stay analysis shows how long vehicles occupied on-street parking spaces in Town Center on Wednesday June 8, 2022. This analysis focused on blocks where the parking occupancy was 70% or higher and considered vehicles parked for at least four hours “long-term parkers.” Figure 5 shows the street segments with at least 70% occupancy and segments in which parkers were parked for at least four hours.

The length of stay analysis indicates:

- 117 total cars parked on these busy blocks.
- 56 of 117 (48%) were parked for 4+ hours.
- Of the 56 vehicles parked for 4+ hours, 33 vehicles (59%) were parked in 30-minute or two-hour parking zones.

Figure 5 Length of Stay Analysis



Source: Graphic - City of Mercer Island; Data – Walker Consultants and IDAX Solutions

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## Manual Parking Counts of Peripheral Areas

Mercer Island Park & Ride utilization was counted manually<sup>1</sup> on June 29-30 and included the following occupancies:

- Wednesday 6/29/22, 1 pm: 221 of 447 spots occupied (49%)
- Thursday 6/30/22, 10 am: 222 of 447 spots occupied (49%)

The North Mercer Island Restricted Parking District (RPD) was also manually counted on the same days. There are approximately 71 on-street spaces in the RPD, and the City has issued 61 permits for 2022 / 50 permits for 2023. Occupancy was as follows:

- Wednesday 6/29/22, 1 pm: 26 vehicles parked on-street (37%)
- Thursday 6/30/22, 10 am: 21 vehicles parked on-street (30%)

## Town Center Transportation Observations

Transportation to and around Town Center was observed over a three-day period in June 2022. Cars were the predominate observed way of travel around Town Center. Cars are coming and going from off-Island via I-90, from the south of the Island via Island Crest Way, and from local street connections. There was little evidence of surface street congestion at any point during the observation days. Some minor vehicle backups occurred within busy parking lots such as Islandia Center (3016 78th Ave SE) and Tabit Village Square (7695 SE 27th Street) as well as the angled on-street parking on SE 27th Street (adjacent to the Boyd Building, 7605 SE 27th). Within Town Center, moderate bicycle traffic was also observed throughout the day on June 29 and 30, especially entering and exiting Town Center at SE 32nd Street / 78th Avenue SE and traveling along 77th Avenue SE.

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<sup>1</sup> Sound Transit conducted parking counts of the Mercer Island Park and Ride in February 2014 and February 2015. The specific day of the week and time of the counts is unknown, but Sound Transit's survey found that the Park and Ride was 96% occupied in 2014 and 95% occupied in 2015. The survey maps are included as Appendix F. The City of Mercer Island has not conducted its own parking counts of the Mercer Island Park & Ride.

# C Community Engagement Activities

A range of community engagement activities were conducted during the early investigation for this parking study. Overall, community members said that driving and parking is their predominate way of travel. They drive because it is convenient, it is quicker than other ways of traveling, and it is usually easy to find parking. People generally supported strategies to make parking easier to find and use but offered few specific locations or times during which they experience parking congestion. Community members also responded favorably to making it easier to walk and bike between Town Center destinations, instead of driving from point to point, and were supportive of concepts to use street space for gathering areas and bikeways instead of solely parking.

This section summarizes the community outreach methods, number of participants, and key findings. Appendix C provides detailed community engagement findings.

## Let's Talk Mercer Island

The City created a Town Center Parking Study project page on Let's Talk (<https://letstalk.mercergov.org/tc-parking-study>) explaining the project objectives and encouraging community members to share their experiences and ideas to help shape project recommendations. The page included a brief survey, mapping activities, and space to provide open-ended comments. The page has received 1,100 total visits as of March 2, 2023.

Community members also submitted 17 general comments on Let's Talk, including encouraging shared parking; promoting walkability; considering paid parking; widening sidewalks; adding street lighting; and using signage to direct people to parking. Comments also expressed concerns that the Light Rail will cause parking congestion and statements that parking doesn't create vitality (see Appendix C for all comments).

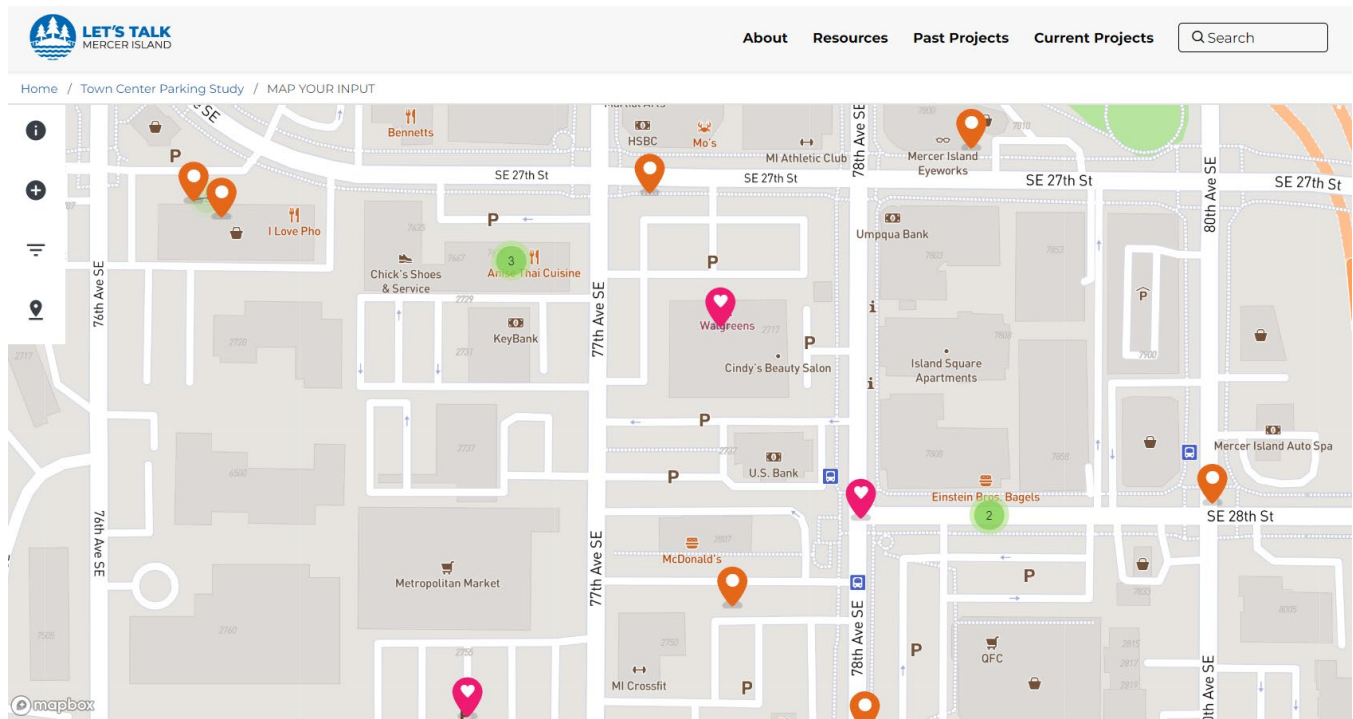
## Online Survey Responses

A brief online survey asked questions about travel behavior, decision-making, parking management goals, and right-of-way priorities. The survey was open on Let's Talk July-September 2022, and received 232 total responses. Key findings from the online survey include the following:

- **Travel modes:** 85% of survey respondents use a personal vehicle as their primary travel mode around Town Center. Respondents cited the needs of their "schedule/obligations that day," "reliability/convenience of the travel choice," and "travel time" as the top three factors influencing their travel mode choices. This implies that most respondents see driving as the quickest, most convenient, and most reliable mode of transportation.
- **Parking goals:** When asked what their most important parking management goal is, survey respondents said: "making it easier to find parking" (47%), "prioritizing parking for certain groups, such as customers in the business district" (24%), and "making it easier and more pleasant to use other forms of travel, like walking and biking" (23%).
- **On-street parking:** Slightly less than half of total respondents (Strongly agree – 27%, Agree – 19%) support the statement that, "On-street public parking should be prioritized over other potential uses of the right-of-way in the busiest locations and/or at the busiest times."

## Map Your Input Exercise on Let's Talk

Figure 6. Screenshot of Map Your Input Activity



Community members also participated in a mapping exercise that was open on Let's Talk from July-September 2022. Participants offered 32 unique comments on the map (Figure 6), covering two major themes:

- **Walkability and biking:** Many comments related to pedestrian and bicycle infrastructure and the parking supply surplus or constraints. Respondents specifically requested better walking connections from Town Center to the neighborhoods east of Island Crest Way; more bicycle racks at Mercerdale Park; and bicycle routes including paths and on-street facilities on 77<sup>th</sup> Avenue SE, SE 27<sup>th</sup> Street, SE 80<sup>th</sup> Street, and other locations.
- **Parking:** Respondents noted usually being able to find parking at Rite Aid (Mercer Island Shopping Center, 3023 78<sup>th</sup> Avenue SE), Metropolitan Market (2755 77<sup>th</sup> Avenue SE), Walgreens (7707 SE 27<sup>th</sup> Street), and the south end of Town Center. The Park & Ride was the only place someone commented as having unavailable parking. (See Appendix B for all comments.)

## Focus Groups

Four one-hour focus groups with representatives from Neighbors in Motion, the Mercer Island Historical Society, the Chamber of Commerce, and the Mercer Island Climate Action Network were conducted (a fifth focus group with the Mercer Island Rotary Club was scheduled but no participants attended), as well as two general focus groups with Mercer Island community members and business owners. Attendees listened to a presentation on the goals of the parking study and findings from parking data collection before participating in a polling exercise using Mentimeter, a digital engagement platform.

Figure 7 shows aggregated polling results for participants' agreement with various transportation statements. (See Appendix C for complete poll results.)

**Figure 6 Polling Results on Strategy Levels of Agreement**

Statement	Average level of agreement (5 = strongest agreement)
It makes sense for all parking facilities in the Town Center to be shared among multiple uses if they can be.	4.2
The most convenient parking in Town Center should be prioritized for visitors and customers.	3.8
It makes sense to create more community gathering spaces in Town Center, even if parking has to be moved to do so.	3.7
I'd support paid parking if it benefited the community in tangible ways, like making it easier to get places and supporting community initiatives.	3.6
It makes sense for parking to cost more in areas where demand for parking is highest.	3.1
On-street parking should be prioritized over other potential mobility uses for the right-of-way, like bike lanes and wider sidewalks.	2.5
On-street parking should be prioritized over community uses for the right-of-way, like parklets and outdoor dining areas.	1.9

## Economic Development Vision Survey

As part of the 2022-2024 periodic update to the Mercer Island Comprehensive Plan, the City is developing its first Economic Development Element. The City conducted an Economic Development Vision Survey in summer 2022, and responses from that survey also informed recommendations included in this Town Center Parking Study. In total, 644 responses were received for the vision survey, and 463 responses (72%) included comments about parking, outdoor space, walkability, business vitality, transit access, and other topics related to this parking study.

Many respondents' visions for the future of Mercer Island's commercial areas include features that make these areas more of a destination: more variety of restaurants, shops, and amenities; street design and parking that enable residents to "park once" to shop and run errands rather than driving from place to place; and a cohesive identity that makes a commercial area feel like a destination.

Other relevant input includes:

- Providing good bike lanes to help businesses be more environmentally friendly.
- Improving parking to make business more viable.

See Appendix C for complete summary.

# D Strategies & Recommendations

This section outlines three strategies for achieving the stated goals for the Town Center parking system. It includes recommendations and specific actions to take for each. An implementation matrix for all strategies is included in Section E of this report.

## Strategy #1: Manage the on-street public parking supply.

This parking study found that on-street parking spaces are unevenly used across Town Center. Some areas are occupied over 85% for most of the day, time limit regulations are irregular throughout Town Center, and spaces with time limits are not consistently enforced. Cars overstay the parking limits, making on-street spaces unavailable for customers.

Recommendations for managing the on-street public parking supply are included in Table 2. These recommendations seek to make parking:

- Easier to find for each user type – visitors, employees, commuters, delivery operators, and others.
- Consistently regulated throughout Town Center.
- Better enforced to help increase availability.
- More conducive to “parking once” and being able to walk to multiple destinations.

**Table 2 Recommendations to Manage the On-Street Public Parking Supply**

Recommendations	
1a	Revise on-street parking time limits to be consistent throughout Town Center.
1b	Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.
1c	Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.
1d	Add more ADA parking on-street.
1e	Implement additional enforcement of Town Center’s on-street parking regulations, including education and marketing campaigns.
1f	Consider paid parking in Town Center and deploy technology to create easier use and enforcement.

## 1a. Revise on-street parking time limits to be consistent across Town Center.

### Current Conditions

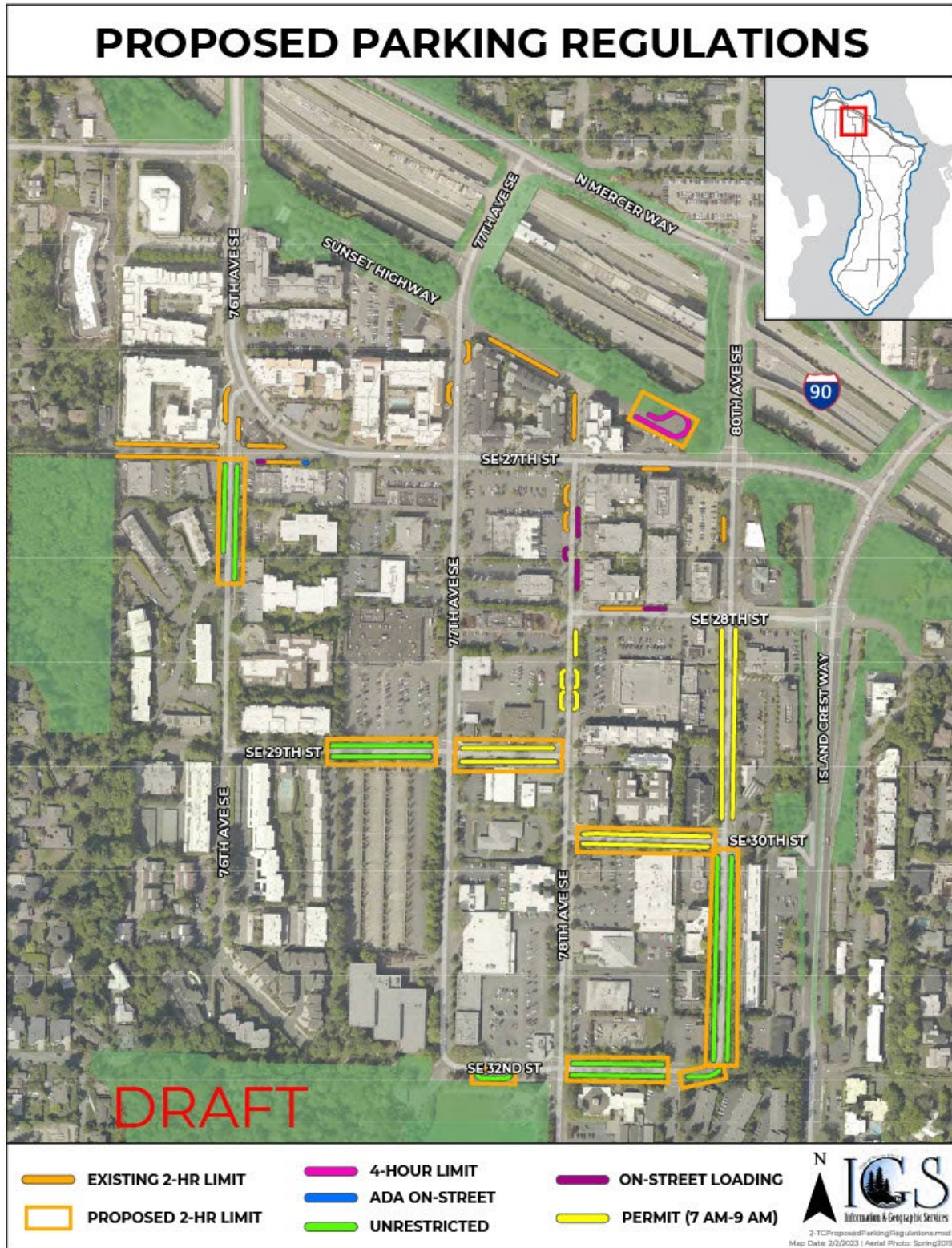
- Town Center on-street parking is regulated through a mix of two-hour, four-hour, unrestricted, ADA, loading, and three-minute zones (see regulation map). No on-street parking requires payment.
- While peak occupancy (see map on page 13) showed an overall acceptable 72% utilization rate in Town Center, that utilization was not evenly distributed. Certain blocks, both regulated and unrestricted, showed 85% or greater use, while other blocks were below 50% use.
- Many Town Center streets do not provide on-street parking due to the current street configurations.

Actions	Primary Reasoning
Convert all on-street parking in Town Center to two-hour limits, excluding ADA and loading zones. Conversion would include all current spaces regulated as two-hour, four-hour, unrestricted, and Town Center Parking Permit.	Two-hour limit on-street parking is suitable to serve most customer and visitor needs in a business district, allowing enough time to complete errands, dining, and visits, while being short enough to promote turnover of spaces. This change also brings more consistency and ease of use to on-street parking regulations in Town Center.
After new two-hour limit regulations are in place, conduct periodic parking turnover counts and collect observations from Town Center businesses, patrons, residents, and other visitors.	Will help identify how consistently the new parking regulations are being followed and inform future changes

A map of proposed parking limit regulation changes is provided in Figure 8.



Figure 8. Map of Proposed Parking Time Limit Regulations for Town Center



## 1b. Monitor the North Mercer Restricted Parking District and the Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts due to increased commuter traffic and opening of the East Link Extension.

### Current Conditions

The **North Mercer Restricted Parking District (RPD) Permit Program** was created in 2003 to prevent spillover of commuter Park & Ride users onto neighborhood streets when the Park & Ride is full. Permits cost \$5/year for each vehicle legally registered to a resident in the RPD. Permit holders may apply for up to two guest passes, and temporary contractor permits are also available. Guest permits cost \$10 per permit. The permit also grants the same privileges of the Town Center Parking permit.

- **Parking Locations:** Portions of 78<sup>th</sup> Ave SE, 80<sup>th</sup> Ave SE, 81<sup>st</sup> Ave SE, 82<sup>nd</sup> Ave SE, and SE 24<sup>th</sup> Street, North of I-90 / North Mercer Way
- **# of Spaces:** 71 on-street spaces
- **Permit Numbers:** The City has not set a maximum number of available permits.
  - 2022: 61 regular permits, 33 guest permits
  - 2023: 50 regular permits, 16 guest permits<sup>2</sup>
- **Utilization:**
  - June 29, 2022: 26 vehicles parked
  - June 30, 2022: 21 vehicles parked<sup>3</sup>

The **Town Center Parking Permit Program** was created in 2001 to eliminate parking for non-Mercer Island commuters from City streets. Permits are available for Mercer Island residents as well as a limited number of Mercer Island businesses grandfathered into the permit program for \$5/year. The permit grants priority access to designated on-street spaces from 7 am to 9 am on weekdays. The penalty for parking in the permit area without a valid and visible placard is \$35.

- **Parking Locations:** Portions of 78<sup>th</sup> Ave SE, 80<sup>th</sup> Ave SE, SE 29<sup>th</sup> Street, SE 30<sup>th</sup> Street, and Sunset Highway in the Town Center zone
- **# of Spaces:** 53 on-street spaces
- **Permit Numbers:** The City has not set a maximum number of available permits.
  - 2022: 337 permits
  - 2023: 233 permits
- **Utilization:** During the peak parking time of 12 pm on Wednesday, June 8, 2022, the Town Center Parking permit areas were primarily less than 70% utilized, with a small segment of spaces at 85% or higher utilization.

<sup>2</sup> 2023 permit numbers as of February 1, 2023.

<sup>3</sup> On-street parking use in the North Mercer Restricted Parking District has typically been observed as lightly used since the pandemic began in early 2020 and commuter patterns changed substantially. Anecdotal evidence is that the RPD area experienced more non-permitted parking use pre-pandemic.



North Mercer Restricted Parking District (RPD) Permit Program	
Actions	Primary Reasoning
Conduct parking demand/use counts during typical peak conditions (e.g. after weekday morning rush hour) at the Mercer Island Park & Ride.	Parking counts conducted in June 2022 demonstrated less than 50% occupancy of the Mercer Island Park & Ride. However, parking utilization data for the facility pre-pandemic is lacking, and it is still unknown how commuter parking demand may increase as the pandemic ends and the East Link Extension opens. Gathering more data is necessary to inform future decisions for the RPD and Town Center Parking permit programs.
Conduct semi-regular parking counts in the RPD.	Parking counts conducted in June 2022 demonstrated only 30%-40% occupancy of the RPD. However, spillover impacts from the adjacent Mercer Island Park & Ride may occur in the future as commuter parking demand increases due to the end of the pandemic and the opening of the East Link Extension. More data is necessary to inform potential changes to the RPD permit program.
Increase the fees for the RPD permit program to cover the costs of administering the program.	Permit fees do not currently cover the costs of administering the program, which could make the long-term viability of the program unsustainable.
Revise the RPD permit program if parking counts demonstrate significant congestion.	The RPD system was created over two decades ago in response to transit commuter parking spillover. Those conditions are less persistent in the current pandemic-influenced commuting environment, in which many Mercer Island residents work partially or fully from home and do not leave the Island for jobs. This condition may continue for years, but the City can begin preparing now for future impacts.
Town Center Parking Permit Program	
Actions	Primary Reasoning
Conduct parking demand/use counts during typical peak conditions (e.g. after weekday morning rush hour, weekday lunch hour) in Town Center permit-regulated parking spaces.	
Survey current Town Center Parking permit holders to better understand their parking needs and habits.	
Increase the fees for the Town Center Parking permit program and parking citations.	Enforcement rates in Town Center are low, which may cause some non-permitted users to take their chances in the permit area and risk the small citation fine.
If the Mercer Island Park & Ride continues to demonstrate less than 75% occupancy, shift Town Center Parking permit holders to the Park & Ride and suspend the current Town Center Parking permit program.	Preserves valuable on-street parking for customers and other Town Center visitors to park throughout the day.

## 1c. Create additional 30-minute loading and three- and ten-minute pickup/drop-off spaces on-street.

### Current Conditions

- On-street loading is currently designated along three blocks – several three-minute spaces on SE 27<sup>th</sup> Street (adjacent to the Boyd Building, 7605 SE 27<sup>th</sup> Street), 30-minute spaces on 78<sup>th</sup> Avenue SE north of SE 28<sup>th</sup> Street, and 30-minute spaces on SE 28<sup>th</sup> Street east of 78<sup>th</sup> Avenue SE. Collectively, these constitute 16 loading spaces.
- Loading, delivery, and pickup/drop-off demand was observed throughout Town Center, especially near multi-family residences and by businesses that lack their own loading docks or dedicated parking spaces.
- A considerable amount of loading and pickup/drop-off activity occurs from the standard curbside (either two-hour or unrestricted spaces) or from vehicles parked in the center turn lane of certain streets.

Actions	Primary Reasoning
Add 30-minute on-street loading spaces for commercial delivery during specific days and hours.	Providing formally designated loading space for businesses and residents can help reduce informal double-parking, center-lane loading, and other pickup and loading behavior that is both unsafe and causes street congestion.
Create new on-street, 3- and/or 10-minute loading zones for short-term pickup and drop-off.	Pickup and loading zones can be especially useful at buildings that have underground parking, off-street lots that are too small to fit tall delivery trucks, and in front of businesses that serve takeout or online sales.
Monitor new loading and pickup/drop-off zones for utilization, safety, and convenience.	Will help assess compliance with the regulations and inform decisions to expand, contract, relocate, or regulate spaces.

## 1e. Add more ADA parking on-street.

### Current Conditions

- Existing ADA on-street parking includes one space on SE 27<sup>th</sup> Street east of 76<sup>th</sup> Avenue SE.
- The quantity of off-street ADA parking spaces was not collected during this parking study. The City of Mercer Island ADA Transition Plan, adopted in 2022, describes off-street ADA design standards<sup>4</sup>.

Actions	Primary Reasoning
Study the need for additional ADA parking in Town Center.	The City's ADA Transition Plan does not specifically identify the need to add ADA parking spaces to Town Center. However, ADA spaces are one method the City may use to ensure access for people with mobility challenges in Town Center.
Identify high-demand locations to designate additional ADA spaces if further study reveals a need for more.	While on-street ADA quantity requirements are vague and depend on the land use and street context, it is considered best practice to provide roughly 2% of on-street spaces as ADA. With 276 on-street spaces in Town Center, this equals 5-6 ADA spaces. There is currently only one ADA space.

<sup>4</sup> Mercer Island ADA Transition Plan. See document page 74 for off-street standards guidance.

[https://www.mercerisland.gov/sites/default/files/fileattachments/public\\_works/page/29654/final\\_-\\_ada\\_transition\\_plan\\_-\\_city\\_of\\_mercer\\_island\\_-\\_accessible\\_version.pdf](https://www.mercerisland.gov/sites/default/files/fileattachments/public_works/page/29654/final_-_ada_transition_plan_-_city_of_mercer_island_-_accessible_version.pdf)

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## 1e. Implement additional enforcement of Town Center’s on-street parking regulations, including enhanced marketing and education.

### Current Conditions

- Awareness of parking regulations in Town Center is largely provided on-site through the regulatory signage displayed on the street. Information about citation amounts and processing is available on the City’s website.
- Parking enforcement is conducted by the Mercer Island Police Department (MIPD). Three police vehicles are equipped with automatic license plate recognition (ALPR) systems. The City operates one parking enforcement vehicle with ALPR, which, in addition to permit tracking, can track parking duration.
- Currently, one officer is assigned to enforce Town Center parking. That position is also responsible for other duties, and enforcement of time limits/citing infractions has been irregular.
- Parking citation rates are between \$20-\$35. With low enforcement rates currently, many drivers likely take their chances with time limit and permit infractions. Citation rates are set by resolution by the City Council per MICC 10.18.080 Parking offenses – Payment and processing.

Actions	Primary Reasoning
Provide education and awareness campaigns to inform users about parking time limits, the City’s enforcement approach, and other parking options.	Promotes an education-first approach to help people understand and/or adjust to parking regulations.
Equip additional ALPR vehicles with the City’s parking duration tracking software.	Provides additional enforcement capacity to monitor for time limit infractions.
Conduct targeted enforcement during known busy periods in the highest congestion areas.	Alleviates parking infractions that are most common during the busy times such as morning commuter parking and lunch-hour parking.
Provide a non-fee warning notice to first-time offenders, then institute paid tickets for later offenses.	Provides an education-first approach to improve parking enforcement compliance.
Increase parking citation rates.	Increase to the parking citation rate could improve parking compliance.

## 1f. Consider paid parking in Town Center and deploy technology to create easier use and enforcement.

### Current Conditions

- All on-street parking in Town Center has no daily rate cost, though a small number of spaces are available only to Town Center parking permit holders during some hours of the day. The requires an annual process to review.
- Existing time-regulated spaces (such as two-hour parking) are manually enforced.
- The existing North Mercer Residential Parking District and Town Center Parking permit programs require a small annual fee to park on-street in certain areas.
- The Island Square garage (2758 78<sup>th</sup> Avenue SE) provides the first two hours parking free and then charges money for subsequent hours. Users are required to register using the ParkMobile app for the first two free hours as well as the following paid hours.

Actions	Primary Reasoning
Conduct regular counts of Town Center parking utilization.	This study recommends several actions to take first in order to redirect cars into the most suitable parking spaces for a driver's intended visit. Continuing to monitor Town Center parking utilization before and after these other actions are implemented will help inform whether to try additional solutions such as implementing paid parking.
If areas show unsatisfactory operations, consider paid parking.	Requiring payment for on-street parking can help encourage turnover of spaces because people won't park longer than needed to avoid paying additional fees.
Use lower-capital technology systems such as shared payment meters and app-based payment to keep initiation costs lower and provide flexibility in assigning the geography, time, and fees for paid parking.	Using technology-based payment can aid enforcement of parking time limits.

## Strategy #2: Improve the convenience and efficiency of parking.

This strategy seeks to make parking more convenient by improving wayfinding and connections as well as maximizing underutilized parking supply. Implementing the following recommendations could improve parking to be:

- More available, accessible, and apparent to all users in both on- and off-street locations.
- Navigable to and from parking and to destinations.

Table 3 outlines Strategy #2 recommendations.

**Table 3 Recommendations to Improve the Convenience and Efficiency of Parking**

Recommendations	
2a	Improve awareness of and navigation to Town Center's range of parking options.
2b	Promote agreements for public use of currently underutilized private parking.

## 2a. Improve awareness of and navigation to Town Center's range of parking options.

### Current Conditions

- Several garages with current shared parking options for public users all display signs describing the locations of public parking spaces and time limits.
- Many other off-street, privately owned parking lots post signs that say, "For Customer Use Only" and other private regulations and towing enforcement policies. Generally, these lots are free and available for the adjacent businesses but do not permit "walk-off parking."
- Parking counts and turnover observations conducted in June 2022 show considerable time limit infractions at the 30-minute and two-hour regulated on-street parking spaces. This, combined with evidence gathered in the survey and through conversations with Town Center business owners and employees, indicates that many employees and area visitors are using on-street spaces all day.
- The lack of consistent parking enforcement makes it easy to get away with exceeding time limits, and drivers may be unaware of other parking options in Town Center.

Actions	Primary Reasoning
Update existing wayfinding and regulatory signage to describe parking permissions in garages and lots.	
Provide simple and easy-to-find information on the City website about parking maps, time-limit location details, enforcement hours, shared parking options, and other parking regulations.	Highly visible and consistent signage helps advertise parking space availability and locations. Town Center visitors can find convenient parking near their destinations, which reduces cruising and needless circulation, improving the efficiency of parking use.
Add parking-specific wayfinding signage around Town Center to help direct drivers to available on- and off-street public parking spaces.	
Add highly visible and consistent signage at and near shared-use lots and garages to help drivers find available public parking at privately owned facilities.	MICC 19.11.130(B)(2) requires the placement of on-site parking information signage for any parking locations available to the public; this strategy goes further to recommend that off-site directional signage be considered.
Explore opportunities for installing automatic occupancy signs that display "Available" / "Full", etc., at parking garages and lots.	
Consider a comprehensive wayfinding evaluation for Town Center and neighboring areas.	The City and parking garage/lot owners/operators all use different signage for wayfinding and parking options in and around Town Center. This inconsistency impacts visitors' ability to navigate Town Center efficiently.

## 2b. Promote agreements for public use of existing underutilized private parking.

### Current Conditions

- During peak parking utilization observed at 12 pm on Wednesday, June 8, 2022, 1,218 off-street spaces in privately owned parking lots were unused. At the same time, some nearby on-street public parking locations were at or beyond 85% utilization.
- MICC 19.11.130(B)(5) requires that all commercial retail parking built in new development of three stories or higher shall be made available for free public parking. Property owners may require that drivers patronize at least one business in the development but cannot prohibit them from leaving the premises, and the parking must be available for no less than two hours. No new development in Town Center has come online since these regulations were adopted in 2016.
- The City has established several Public-Use agreements in privately owned parking garages (see Appendix D for additional details about locations and number of spaces). Some of these agreements were negotiated as development conditions of new construction projects, while others were arranged to provide public parking in existing private lots and garages as a condition of granting a change of use or other development addition. All the parking under these agreements is free for two or three hours depending on the garage.
- The availability of public parking in these garages is not widely advertised; typically, a user must read the fine-print regulatory signs posted inside each garage. The exact rules and time limits for each shared garage vary, making it even more confusing for users to know about availability.

Actions	Primary Reasoning
Establish criteria and a process for implementing new Public-Use agreements to use underutilized parking in privately owned parking lots and garages, including identifying a funding mechanism for compensating private property owners for use of parking spaces.	Public-Use agreements would give the City flexibility to seek publicly available parking where it is most needed and an opportunity to give property owners opportunity to monetize a valuable but underutilized asset.
Identify preferred locations for establishing Public-Use agreements for parking. Consider locations where public parking use exceeds a threshold of 85% and nearby off-street private lots show consistent availability first.	Valuable on-street parking is the most visible and accessible parking option when entering Town Center and should be preserved for customer and short-term use. Pursuing options for long-term, off-street parking agreements can accommodate employee and commuter parking needs for eight or more hours per day. This will help free up valuable on-street parking for customer and short-term visitor use.
Work with property owners to implement new Public-Use agreements for Town Center patrons, employees, and other visitors to use underutilized, off-street public parking.	Helps balance available supply to meet parking demands in heavily congested areas without any party needing to invest in costly new parking lots and garages.
If new Public-Use agreements are implemented, conduct parking use/demand counts of those off-street lots during peak hours (e.g. after morning rush hour).	Will help the City evaluate the use and effectiveness of this parking program and inform future changes.



## Strategy #3: Expand travel mode choices through programs and infrastructure investments.

These recommendations will help put Town Center on course to achieve a sustainable parking supply that both meets the needs of drivers and actively and safely supports other modes of travel, such as walking, biking, e-biking, and riding transit. Strategies seek to improve Town Center mobility to be:

- More convenient and safer for people traveling by any mode.
- Supportive of active, mixed uses, including more businesses and housing options, that can easily be reached by walking, biking, and other mobility devices.
- Balanced so that streets and parking are less physically intrusive and do not dominate.
- Connected to regional trail networks for pedestrian and bike/wheeled users.

Table 4 outlines Strategy #3 recommendations.

**Table 4 Recommendations to Expand Travel Mode Choices through Programs and Infrastructure Investments**

Recommendations	
3a	Add bicycle parking.
3b	Study options to allow more flexibility related to parking requirements for new businesses.
3c	Implement a proactive Transportation Demand Management Program for new development.
3d	Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.
3e	Create more community gathering spaces.

### 3a. Add bicycle parking.

#### Current Condition

- Bicycle parking exists throughout Town Center, including “coat hanger” bicycle racks along SE 27<sup>th</sup> Street and 78<sup>th</sup> Avenue SE; secure lockers and “coat hanger” racks at the Mercer Island Park & Ride on North Mercer Way; racks at the corner of 78<sup>th</sup> Ave SE and SE 32<sup>nd</sup> Street to serve Mercerdale Park; and racks provided by businesses in parking lots or near entry doors. Other streets, such as 77<sup>th</sup> Avenue SE, which is a designated bikeway, have no or very little bicycle parking.
- As part of new station construction for incoming light rail, Sound Transit built a secure bicycle cage for 32 bikes at the west end of the rail station as well as added secure bicycle lockers and bicycle racks. These are expected to be usable once rail service begins.
- Though current bicycle parking supply in total may be sufficient, it is poorly distributed and often lacking near key destinations such as busy commercial and residential areas.
- MICC 10.70.080 describes the Commute Reduction Program, which identifies adding bicycle parking as a supporting strategy to reduce vehicle miles traveled and drive-alone trips.
- MICC 19.11 Town Center Development and Design Standards describes discretionary review processes in which bicycle parking may be made a required approval condition.

Actions	Primary Reasoning
Explore different methods to install more public bicycle parking in Town Center for pedal and e-bikes. Distribute bicycle parking around Town Center so that it is available and findable adjacent to all destinations.	Just as vehicle parkers want available, proximate, safe, findable parking, so too do bicycle parkers. Installing bicycle parking throughout Town Center represents an investment in and commitment to this mode of travel. People are more likely to choose bicycling if there are high-quality bike parking facilities at their destinations.
Identify locations that may be suitable for parking bikeshare program bicycles.	The City may implement bike sharing in the future. Docks frequently are installed in place of on-street vehicle parking or in the sidewalk zone, which requires planning by the City to balance bicycle parking with pedestrian and parking needs.
Identify locations that may be suitable for e-bike parking and charging.	
Consider updating bicycle parking requirements in City code to ensure more bicycle racks and storage spaces are included in future projects.	
Monitor bicycle parking usage to inform future relocations and installations.	

### 3b. Study options to allow more flexibility related to parking requirements for new businesses.

#### Current Conditions

- MICC 19.11.130 requires lower quantities of parking in Town Center than required in other Mercer Island zones.
- Up to 50% of required parking may be supplied through a Shared Parking Agreement between two or more establishments. A traffic study must be conducted by a professional traffic engineer, and shared parking locations must be in proximity of each use (within 1,320 feet). The agreement must be executed by all impacted parties and recorded as a covenant or contract with King County.
- MICC 19.11.130 currently identifies the following ranges for number of parking stalls for specific uses in Town Center:
  - Residential: 1.0-1.4 parking spaces per unit
  - General retail: 2-3 parking spaces per 1,000 sf
  - Restaurant: 5-10 parking spaces per 1,000 sf
- In recent legislative sessions, the Washington State Legislature introduced bills that would modify and/or restrict local governments' authority to related to minimum parking requirements for new development. Although some bills did not pass during the 2023 State Legislative Session, they are likely to return. The City will need to be mindful of the potential for State law changes that could impact this type of policy work.

Actions	Primary Reasoning
Study options to modify the parking requirements for new Town Center development. Consider the types of development that may have a reduced requirement and how that parking demand could be accommodated in nearby facilities.	Requiring a building or land use to provide all its own parking on-site may lead to an oversupply of private parking in Town Center that sits empty and unavailable for public use when not in use by private businesses.
Study options to increase the permissible amount of required parking to be provided via a shared parking agreement from 50% to 100%.	In small-town environments like Town Center, requiring all parking to be provided on-site is typically incompatible with other downtown goals like walkability and encouraging non-auto ways of travel. Sharing parking allows for more efficient, flexible, and cost-conscious parking supply. It avoids mandating excess parking construction when nearby existing spaces are available, thus reducing the cost and physical impact of providing superfluous parking.

### 3c. Implement a proactive Transportation Demand Management Program for new development.

#### Current Conditions

- The Transportation Element of the 2016 Mercer Island Comprehensive Plan encourages use of Transportation Demand Management (TDM) tactics including carpools, alternative work hours, bicycle parking, transit pass subsidy, pedestrian, and bicycle improvements, and providing educational materials about transportation.
- However, TDM as described in the Comprehensive Pan is a voluntary undertaking. TDM is only required in MICC 19.20.050(C)2 as a mitigation method if a development project fails transportation concurrency, which is a measure of the impact to congestion and performance of net new trips at a development on adjacent and nearby roadway infrastructure.

#### What is Transportation Demand Management – An Explainer

- TDM programs provide and seek to build user uptake of broader transportation options and encourage/incentivize people to shift to non-drive-alone travel. TDM may include trip shifting tactics to switch people to biking, walking, and riding transit and may also include trip reduction tactics such as telework and compressed work weeks.
- TDM is also a principle used to guide long-term decisions about how to build communities. This includes factoring in transportation demand reductions that are potentially achievable through more transit- and walking-oriented development, complete street designs, and integrated corridor management.
- See Appendix D for a list of commonly used TDM strategies that could be considered for future Town Center developments

Actions	Primary Reasoning
Explore options and impacts for allowing and encouraging development project applicants to submit a proactive TDM plan outlining steps to reduce vehicle trips and subsequent parking demand and/or spread those trips across larger time frames as a means of reducing peak roadway demands.	The City already has a provision for accepting TDM programs as a mitigation method if a development project fails transportation concurrency. This recommendation goes farther to encourage proactive TDM planning that could help the City achieve overall goals for improving mobility in Town Center.
If new TDM plans are implemented, collaborate with TDM sponsors to conduct two-year observation period to evaluate whether trip reduction is achieved.	Will inform whether future TDM programs and other transportation facility investments are needed

### 3d. Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and making area streets calmer and safer for all users.

#### Current Conditions

Two Town Center streets emerged as candidates to consider for reconfiguration, potentially with the impact of adding on-street parking, bicycle lanes, loading zones, and/or other facilities: 77<sup>th</sup> Avenue SE and SE 27<sup>th</sup> Street. See Appendix D for proposed reconfigurations that could be further studied by the City.

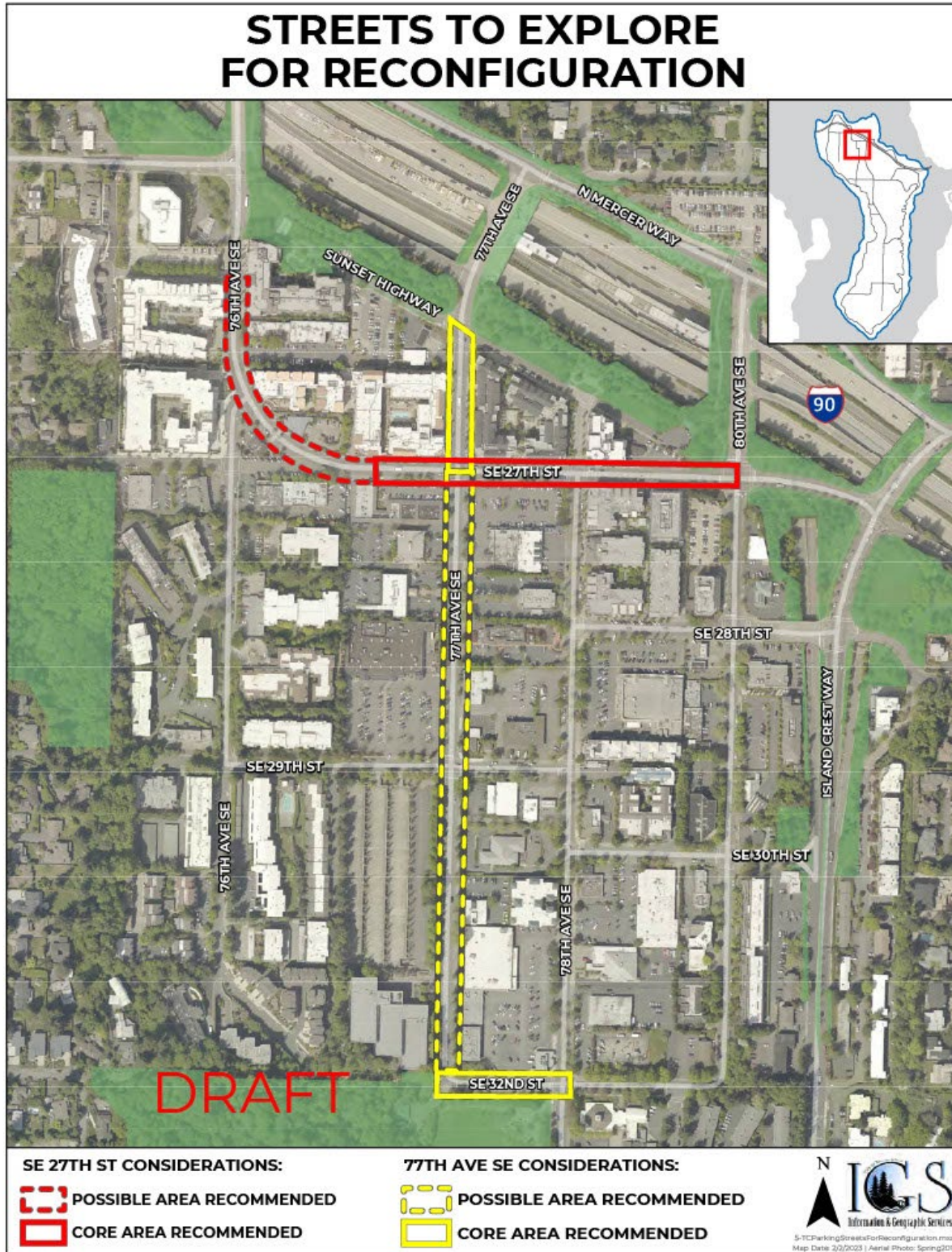
- **77th Avenue SE** is a key north-south street providing access from North Mercer Way to Mercedale Park with three travel lanes, including a center turn lane. While there are unprotected bike lanes there are no on-street parking spaces. Deliveries and loading often performed from vehicles parked in center turn lane. Community members provided input that street experiences high-speed traffic that imperils safe bicycle riding and makes walking nearby often unpleasant. Capital project to consider: Channelization Upgrades from SE 32<sup>nd</sup> Street to North Mercer Way (2026)
- **SE 27<sup>th</sup> Street** is a secondary arterial east-west connection street at the north end of Town Center with three travel lanes, including a center turn lane. There are no on-street parking spaces nor bike lanes. Deliveries and loading often performed from vehicles parked in center turn lane. Community members provided input that street experiences high-speed traffic and unsafe pedestrian conditions that are unsuitable for a “main street” in the Town Center core. Capital project to consider: Overlay from 76<sup>th</sup> Avenue SE to 80<sup>th</sup> Avenue SE (2024) and SE 27th Street Realignment Study.

Actions	Primary Reasoning
On 77th Avenue SE, study options to remove the center turn lane fully or partially and add on-street parking in the northbound direction.	Reconfiguring 77 <sup>th</sup> Avenue SE would increase the on-street parking supply and promote greater access to those who walk and bike by providing safe infrastructure and street calming, as a new lane of parked cars can help narrow the remaining vehicle travel lanes and reduce driving speeds. Adding street parking to 77 <sup>th</sup> Avenue SE would also support local businesses by increasing the parking supply in a commercial growth area.
On SE 27th Street, study options to fully or partially remove the center turn lane and add on-street parking, loading zones, ADA parking, bicycle corrals, and other curbside uses as appropriate.	SE 27 <sup>th</sup> Street could evolve to provide more of a “main street” feeling that includes parking and business & residential access.

A map of proposed street sections to explore for reconfiguration is provided in Figure 9.



Figure 9. Proposed Streets to Explore for Reconfiguration



### 3e. Create more community gathering spaces.

#### Current Conditions

- Town Center contains both formal and informal gathering spaces, such as sidewalk dining areas, parking spaces converted to “street seats,” and expanded sidewalk zones.
- During the pandemic, the City created flexibility to allow businesses to expand outdoor dining into public parking and right-of-way, which has been successful and revealed interest in exploring other opportunities to create outdoor gathering in these types of areas where appropriate.
- Previous streetscape redesigns, such as 78<sup>th</sup> Avenue SE with new wider sidewalks, on-street parking pockets, curb extensions, and improved median landscaping, have created plaza-like spaces in some areas of Town Center.

Actions	Primary Reasoning
Study opportunities to convert some parking stalls into quick-to-implement street seats and other uses.	Outdoor gathering spaces are centrally important to creating destinations and social connections as well as improving walkability in Town Center. They may also improve street safety by reducing lane widths and other road engineering features that typically promote high speeds.
Consider opportunities for more formal, constructed gathering spaces.	Signals that cars are not the primary focus everywhere in Town Center; rather, other modes of travel and prioritization of community connection are more important for select areas.
Consider a future, more ambitious approach to fully or partially close certain streets to vehicle access and turn them over to walking, biking, seating, vending, and other public space uses.	Operationally, street closures can help simplify circulation networks, directing cars onto vehicle-oriented streets and reducing traffic delay caused by searching for parking in high-congestion locations.

# E Implementation

The recommendations outlined in this report are intended to work together to achieve the goals of the Town Center parking system. This section includes an implementation matrix with timing, general resource requirements, and other considerations for each recommendation. Implementation should be coordinated across City departments and integrated into future work plans/coordinated with other study, design, and construction projects in the Town Center when possible. Additionally, the City may consider the following activities to monitor the ongoing success of programs:

- Conduct traffic counts before and after implementing recommendations of this parking study. Consider including counts of pedestrians and bicycles to observe travel mode choices over time.
- Incorporate questions about parking availability, travel practices, feelings about recommendations that have been implemented, parking fees (if applicable), etc., in future community-wide surveys to collect regular feedback from Mercer Island residents.



## Town Center Parking System – Implementation Matrix

Strategy	Recommendation		Anticipated Investment	Timing	Implementation Considerations
Manage the on-street public parking supply.	1a	Imp Revise on-street parking time limits to be consistent throughout Town Center.	\$\$	1-3 years	<b>Coordinate efforts</b> – This action requires resources to educate the public about new parking regulations, evaluate the effectiveness, and monitor impacts such as displacement of daylong parkers or spill over into other parking areas. These efforts could be coordinated with other actions for efficient implementation.
	1b	Monitor the RPD and Town Center Parking permit programs. Modify them as needed to prepare for future parking impacts caused by increases in commuter traffic and the opening of the East Link Extension.	\$\$	1-3 years	<b>Coordinate efforts</b> – Permit holders who regularly park in the on-street parking spaces designated for these permit programs may need to adjust their parking behavior, including potentially finding other locations to park and changing their arrival time. Communications about program changes could be coordinated with other marketing and outreach related to Town Center parking (e.g. messaging about changes to parking time limits) as appropriate.
	1c	Create additional 30-minute loading and 3- and 10-minute pickup/drop-off spaces on-street.	\$	1-3 years	<b>Coordinate efforts</b> – Short-term loading zones require consistent enforcement to ensure time-limit compliance and use only by those actively performing deliveries, loading, etc. This enforcement could be coordinated with other proposed enforcement activities.
	1d	Add more ADA parking on-street.	\$\$\$	4-6 years	<b>As-needed</b> – Installing new ADA spaces may reduce the number of non-ADA, on-street parking spaces and will require repurposing some portions of sidewalk for clearance zones and ramps. There are no national or local standards for quantity of on-street ADA parking spaces, so consider input from potential ADA parking users, residential building managers, business owners, and commercial property owners/managers before adding new supply.
	1e	Implement additional enforcement of Town Center’s on-street parking regulations, including education and marketing campaigns.	\$\$	1-3 years	<b>Enhance existing programs</b> – Mercer Island PD currently operates three patrol vehicles equipped with automatic license plate reader (ALPR) technology. One patrol vehicle’s ALPR system links to the City’s parking enforcement technology. Linking the other two vehicles to this enforcement system could effectively triple MIPD’s capacity to enforce Town Center parking more regularly.
	1f	Consider paid parking in Town Center and deploy technology to create easier use and enforcement.	\$\$	7-10 years	<b>As-needed</b> – Supply management actions are intended to build upon each other, and earlier actions may alleviate the need to take more drastic measures, such as implementing paid parking. However, this is a proven solution in changing parking user behavior.
Improve the convenience and efficient supply of parking.	2a	Improve awareness of and navigation to Town Center’s range of parking options.	\$\$	1-3 years	<b>Enhance existing programs</b> – The City partially implemented a signage strategy using Port of Seattle funding in 2018/2019 and could build upon this existing work to improve wayfinding in and around Town Center.
	2b	Promote agreements for public use of currently underutilized private parking.	\$\$\$	4-6 years	<b>As-needed</b> – Parking agreements can be time-consuming to negotiate, and private parking owners understandably have concerns about liability, compensation, enforcement, and ensuring parking supply for their direct customer base. These agreements will also require some financial compensation for use of shared spaces, but the cost of doing so is typically significantly lower than the cost to construct and maintain new parking spaces.

Town Center Parking System – Implementation Matrix

Expand travel mode choices through programs and infrastructure investments.	3a	Add bicycle parking.	\$	1-3 years	<b>Pilot program opportunity</b> – The City has unused bicycle racks that can be quickly deployed in various locations and monitored for use to inform future permanent infrastructure decisions.
	3b	Study options to allow more flexibility related to parking requirements for new businesses.	\$	4-6 years	<b>Code update required</b> – This likely requires a labor-intensive, time-consuming code update as well as other analysis, such as conducting a development pipeline parking study and monitoring state legislation that may prohibit imposing parking minimums in the future.
	3c	Implement a proactive Transportation Demand Management Program for new development.	\$\$	4-6 years	<b>As-needed</b> – TDM programs require staff time to review, administer, and monitor, and Town Center may not have a critical mass of larger employers with whom significant impacts can be made through a TDM program.
	3d	Study options to reconfigure some Town Center streets with considerations for adding parking and loading, improving walking and bicycling facilities, improving wayfinding and access, and ensuring area streets are calm and safe for all users.	\$\$\$	7-10 years	<b>Coordinate efforts</b> – This work could integrate into other studies and/or capital projects planned for Town Center.
	3e	Create more community gathering spaces.	\$\$	7-10 years	<b>Pilot program opportunity</b> – The City saw success with temporary outdoor dining and other informal gathering spaces during the COVID-19 pandemic and could build on those pilot efforts to gather additional data to inform decisions to build formal gathering spaces.

\$ = Action will require minimal new investment beyond existing staff, programs, technology capabilities, etc.  
\$\$ = Action will require moderate new investment beyond existing staff, programs, technology capabilities, etc.  
\$\$\$ = Action will require significant new investment beyond existing staff, programs, technology capabilities, etc.

## Appendices List

- A. Community Engagement Plan
- B. Detailed Community Engagement Findings
- C. Background Studies and Current Programs Review
- D. Mercer Island Park and Ride User Surveys (2014, 2015)

# Appendix A. Community Engagement Plan

Community engagement—and more specifically, community collaboration—is tantamount to our work on an effective, equitable, and implementable City of Mercer Island Town Center Parking Study. The purpose of this Engagement Plan is to detail the specifics of this collaboration effort, including:

- The framework and guiding principles for our engagement strategy
- How decisions made as part of this work will affect the Mercer Island community
- How our engagement strategy will coordinate with other engagement efforts undertaken by the City
- How our engagement strategy will seek to equitably include and collaborate with typically underrepresented groups
- Key collaboration partners, their roles for the project, and how each will be engaged
- How we will measure the success of our engagement strategy

## Engagement Strategy Framework

The Engagement Strategy will focus on the following key tenets:

- **Building Understanding and Awareness:** Craft a singular message about the project scope, purpose, and objectives, and sharing that message broadly and transparently with the public.
- **Creating a Shared Vision of Success:** Work with City staff and key stakeholders—such as decision-making bodies, the business community, and residents—to create a collective vision of what success for this project will look like and feel like.
- **Leveraging Existing Community Engagement Successes:** Build upon existing mediums where the Mercer Island community is comfortable sharing input—such as the Let’s Talk Mercer Island project page (“Let’s Talk”)—and closely coordinate with concurrent and ongoing community engagement efforts.
- **Offering Layered Options:** Acknowledge that different members of the Mercer Island community have different levels of interest, time, and ability to participate in the engagement process. Offer layered and multi-faceted opportunities so that everyone can have an equitable voice in project outcomes.

## Community Impact

Changes to parking, access, and the curb in Town Center will impact the entire Mercer Island community to varying degrees in the following ways:

- Impacts on the ability of Mercer Island community members, including residents, customers, business and property owners, and employees, to access their destinations using their desired mode of transportation.
- Impacts on the ability of Mercer Island community members, including residents, customers, business and property owners, and employees, to use the curb for their needs, such as conducting business, making or receiving a delivery, traveling from place to place, or recreating.
- The short-term and long-term identity, economic health, and vibrancy of Town Center.
- Environmental impacts and opportunities created by, or influenced by, decisions about the parking and mobility system and how options are priced and treated in the right-of-way.

Beyond these community-wide impacts, we anticipate that the following groups will be most significantly impacted by the decisions, recommendations, and actions included in the Town Center Parking Study:

- **Employers and Commercial Space Owners/Operators:** Employers and commercial space owners/operators may have a significant interest in how parking, access, and curb management will influence the transportation decisions of their employees and tenants, and the convenience of the community in the eyes of potential hires and tenants.

- **Service Business Owners and Operators:** Retail and restaurant business owners and operators may have a significant interest in how parking, access, and curb management will influence the transportation decisions of their customers, and how their customers may view the convenience and affordability of the Mercer Island community as a service destination.
- **Town Center Residents:** Residents of Town Center may have a significant interest in how parking, access, and curb management will influence their transportation options and how they access their homes.

## Relationship With Other Ongoing Engagement Efforts

Planning efforts concurrently undertaken by the City with public engagement efforts that are related to and/or have bearing on the Town Center Parking Study include the Comprehensive Plan Periodic Update, the Transportation Improvement Program (TIP) 2022, and the Climate Action Plan.

- **Comprehensive Plan Periodic Update:** The approved public participation plan for the Comprehensive Plan Periodic Update focuses public input on economic development and housing impacts and vision. Possible links to the Town Center Parking Study might include identified parking, access, and mobility elements to, in, around, or through Town Center that impact economic vitality or housing affordability and availability.
- **Transportation Improvement Program (TIP) 2022:** Public participation during the 2022 TIP focuses on comments and ideas on possible transportation infrastructure improvements. Possible links to the Town Center Parking Study might include comments on parking, connectivity, and overall access to, in, around, or through Town Center.
- **Climate Action Plan:** Future community collaboration on the Climate Action Plan will focus on feedback and support of possible strategies to meet greenhouse gas emissions reduction targets. Possible links to the Town Center Parking Study might include climate action steps that focus on transportation demand management and reduction of emissions from single-occupancy vehicles. Of note, much of the comments from community members in the initial Community Kickoff Event (held in December 2021) focused on transportation options.

Specific action steps to align engagement related to the Town Center Parking Study with these concurrent and related planning efforts include:

- **Links on Let's Talk Mercer Island Project Page:** Work with City staff and project leaders to connect the Town Center Parking Study project page with related project pages through live links, quick polls, and other activities/integrations as appropriate.
- **Engagement Modules:** Work with City staff and project leaders to deploy Town Center Parking Study engagement modules at community meetings dedicated to these interrelated projects as appropriate.

## Key Engagement Partners

We have developed a unique engagement strategy for each collaboration partner, outlined below.

### City Staff

#### *ROLE AND FEEDBACK FOCUS*

City staff representing multiple departments will serve as the primary technical advisors for information-gathering, strategy development, alternatives analysis, and ultimate alternative selection. Primarily, their insight and feedback will:

- Ensure that appropriate and meaningful data is collected and assessed.
- Assist in crafting appropriate, focused, and contextual messaging to other collaboration partners.
- Spearhead coordination and alignment with other key City projects.
- Help the project team understand the comprehensive impacts of decisions across all City departments and staff levels.

## MEMBERSHIP

The core City staff team includes the following members (subject to change based on staff turnover or changes to project scope and direction):

- Jessi Bon, City Manager
- Sarah Bluvas, Economic Development Coordinator
- Jason Kintner, Chief of Operations
- Jeff Thomas, Interim Director, Community Planning and Development
- Matt Mornick, Director, Finance
- Mike Seifert, Operations Commander, Police Department

## MEETINGS AND METHODS OF ENGAGEMENT

Targeted web-based meetings are the primary method of engagement for this constituency. Meetings will be scheduled over the course of the project to discuss findings, recommendations, and next steps at each critical juncture.

## Heavily Impacted Community Groups and Members

### ROLE AND FEEDBACK FOCUS

The voices of community groups and individual members most significantly impacted by the study's outcomes—such as the Town Center business community, resident groups, transportation and mobility advocacy and policy groups, and others—will be elevated through targeted outreach. The goals of this targeted outreach are to:

- Create opportunity for the voices of organizations and constituencies with a close relationship to Town Center to be heard and centered.
- Help to expand the reach of the engagement process by engaging with their constituents and contacts.
- Evaluate the prospective acceptance of various strategies and decisions.
- Build champions of the project and help to create broad support.

## MEMBERSHIP

Membership in this group is not exclusive; however, outreach will be targeted as described above.

## MEETINGS AND METHODS OF ENGAGEMENT

Project Launch, Updates and Opportunities for Input:

We will build three e-mail/social media blasts at key project milestones, summarizing progress and ways to share input on Let's Talk. Let's Talk content will be updated at these three intervals.

- Project Announcement: Project one-pager, description of goals and objectives, and information-building and vision-building polling questions, idea generation, and mapping activity on Let's Talk.
- Direction-Building: Update on project progress with new direction-building activities on Let's Talk.
- Consensus-Building: Update on project progress and announcement about project adoption and how to show support, as well as consensus-building and excitement-building polls and ideas generation on Let's Talk.

Virtual Focus Groups:

Two virtual meetings held in Summer 2022 with an open invitation but targeted towards the key groups referenced above. Meeting content will include a project overview and several activities to provide direction-building feedback.

## Community-At-Large

### ROLE AND FEEDBACK FOCUS

The community-at-large will be our guiding voice throughout the project, offering diverse and multiple perspectives on their experience with the parking and mobility system and its programs, their acceptance of various strategies and opportunities, and their predictions for how certain changes would influence their own transportation choices. Primarily, their insight and feedback will:

- Build a broad understanding of system challenges, opportunities, and likely outcomes.
- Share their personal acceptance of and reactions to various strategies and decisions.
- Help to generate increased engagement and collaboration through social media, word of mouth, and other organic methods.

#### *MEMBERSHIP*

For the purposes of this project, the definition of “community-at-large” is inclusive of any person who engages with the Town Center parking and mobility system in any way, even indirectly.

#### *METHODS OF ENGAGEMENT*

Our engagement plan for this collaboration partner includes multiple opportunities to learn about the project, learn about parking and mobility in general, and provide feedback, including both ongoing 24/7 options and scheduled events.

- Project Awareness: Development and issuance of a Project One-Pager with a clear and concise description of project scope, objectives, impacts, and opportunities for collaboration through City website, Let’s Talk, social media channels, and other mediums as appropriate, such as at City Hall, the Mercer Island Library, and Town Center businesses.
- Let’s Talk Engagement: Quick polls, comment threads, and mapping activities on Let’s Talk .
- Engagement Modules: A series of simple, interactive 15- and 30-minute virtual engagement modules using our Mural and Mentimeter platforms to gather feedback from integral community groups as determined by the City, such as the Chamber of Commerce, Neighbors in Motion, and others. We will create training materials on these modules for City staff, and present at up to three (3) meetings or sessions.

### City Leadership

#### *ROLE AND FEEDBACK FOCUS*

The role of City leadership is to make decisions at key milestone points over the duration of the project, using the technical analysis of the project team and the input of our core collaboration partners to guide them. Their insight, feedback, and direction will also:

- Align project outcomes with broader community goals, objectives, policies, and constraints.
- Represent the broad, future-forward interests of the Mercer Island community.

#### *MEMBERSHIP*

The Mercer Island City Council will serve as the primary decision-making body involved in the project. Other bodies, such as the Planning Commission and Design Commission, may be included at various intervals over the project’s duration.

#### *MEETINGS AND METHODS OF ENGAGEMENT*

Targeted web-based meetings/work sessions are the primary method of engagement for this constituency. The following meetings are scheduled over the duration of the project (where dates are tentative, only the month is listed):

July 2022: City Council work session to discuss key findings from to-date analysis and community engagement, and workshop initial recommendations.

October 2022: Presentation to City Council focused on final recommendations and discussion of implementation and action steps.

## Measuring Success

A successful engagement plan is essential to effective, community-supported, and sustainable strategies for parking, access, and mobility in Town Center. Throughout the project duration, we must be able to draw a clear line between the input we collect from our collaboration partners and the strategies developed and decisions made. Our engagement efforts will be evaluated on an ongoing basis in the following ways:

- **Alignment of feedback with stated purpose of engagement:** We will compare contributions from our collaboration partners with the stated purpose of engagement for each constituency. If a lack of alignment is noted, we will add new engagement methods, reach out to new collaborators, or offer different prompts for participants to generate additional feedback and input. For example, if the community is heavily focused on traffic and congestion, we will tailor prompts to focus more on permit parking experiences, paid parking experiences, or mobility experiences using modes outside of the single-occupancy vehicle.
- **Analytics:** Walker will work with City staff to evaluate both volume and demographics of participants in online opportunities for engagement monthly and develop recommendations for improving participation intensity and equity if needed.

Evaluations in these areas will be regularly discussed with the project management team, comprising both consultant staff and core City staff.

## Project Closeout

When the project is finished, collaborators must have a clear understanding of how their efforts shaped outcomes. They should also have time and space to reflect on the process and help improve and tailor future engagement processes. We will conduct the following actions at and as part of project close out:

- **Final Report Language:** The final report will not only include a section summarizing public input but also include call-outs throughout the document drawing the connections between recommendations and strategies chosen and the input supporting those recommendations and strategies. In this way, readers who participated in the process can visualize the impact of their voices on the final decisions.
- **Post-Project Thank you and Survey:** We will reach out to collaborators to thank them for their time and energy. We will also develop a short (3-5 question) survey asking participants to share their opinion of the engagement process and offer suggestions for improvement.



# Appendix B. Detailed Community Engagement Findings

## Introduction

This appendix provides a detailed compilation of feedback from the community in response to engagement efforts for the Town Center Parking Study. It documents all comments provided on the Let's Talk Mercer Island ("Let's Talk") project page, mapping activity inputs, and parking survey responses, as well as aggregated responses from questions posed to focus group participants during the virtual engagement modules. It also includes relevant responses from the Economic Development Vision Survey conducted by the City of Mercer Island ("City") in July of 2022.

Several outreach channels were used to garner participation in these community engagement activities, including:

- MI Weekly e-newsletter (2,400+ subscribers)
- Mercer Island Businesses e-mail list (850+ contacts)
- Via partner channels (Mercer Island Chamber of Commerce, Mercer Island Rotary Club, etc.)
- Targeted outreach to Town Center business owners, property owners/managers, residents, parking permit holders, and others

## Community Engagement Key Findings

### Let's Talk Project Page

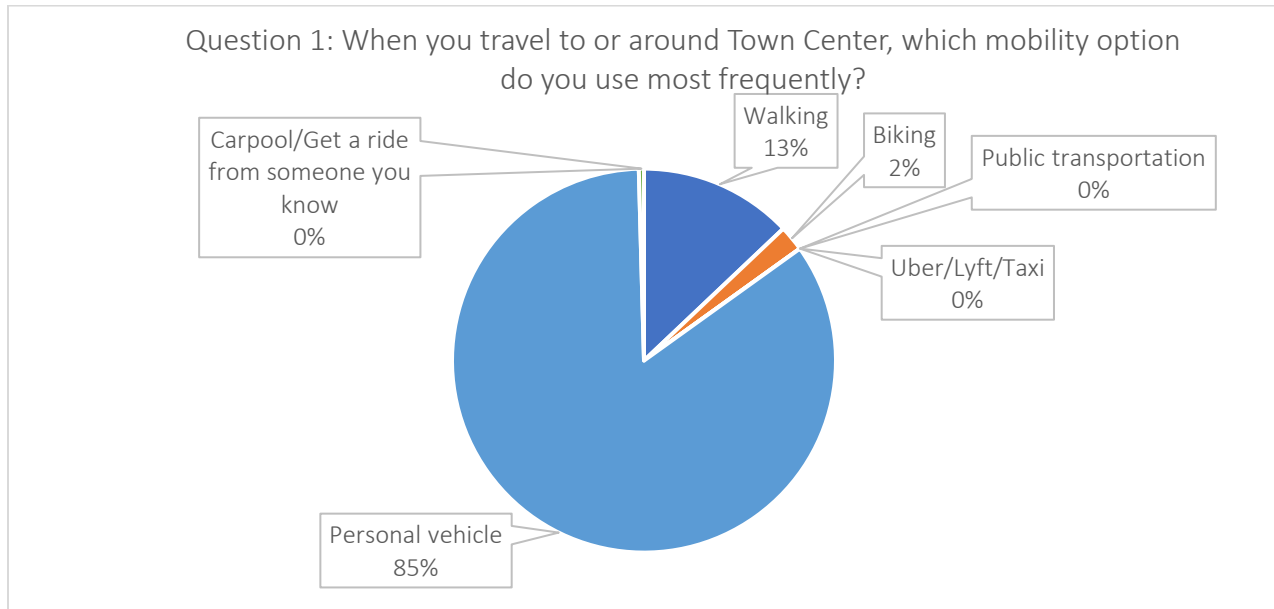
The City created a Town Center Parking Study project page explaining the project objectives and encouraging community members to share their experiences and ideas to help shape project recommendations. The page included a brief survey, mapping activities, and space to provide open-ended comments.

### Online Survey Responses

The online survey asked questions about travel behavior, decision-making, parking management goals, and right-of-way priorities. There were 232 responses in total.

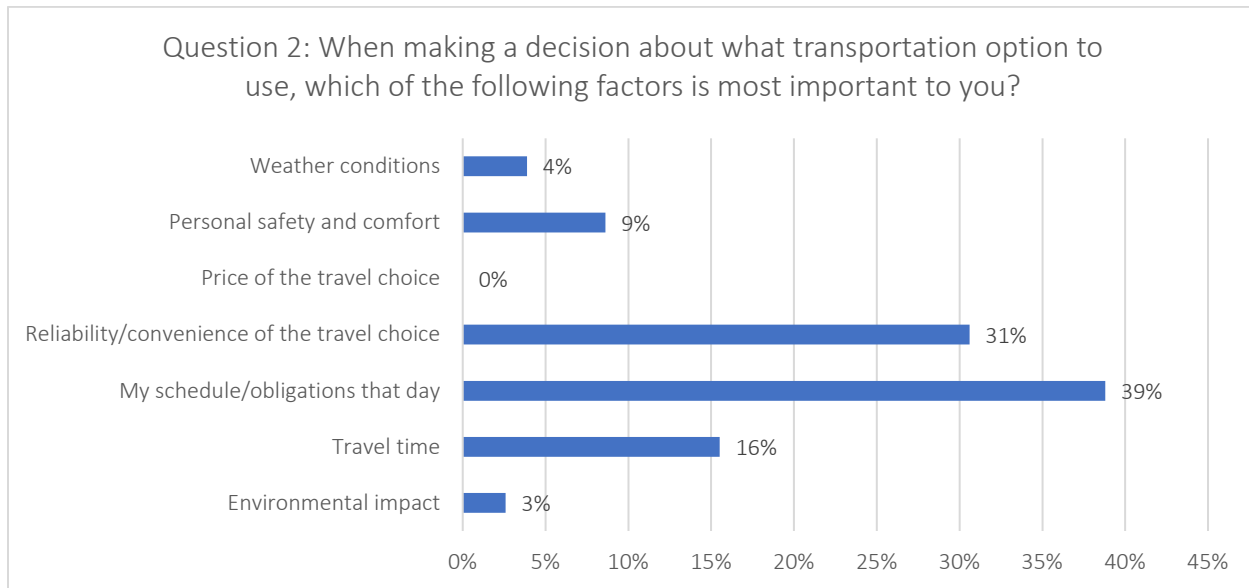
When asked which mobility option they used most frequently, 85% of respondents indicated that they most frequently travel by personal vehicle (see Figure 1). The second most common answers were walking and biking, with 13% and 2% of responses, respectively.

FIGURE 1: MOBILITY OPTIONS USED MOST FREQUENTLY



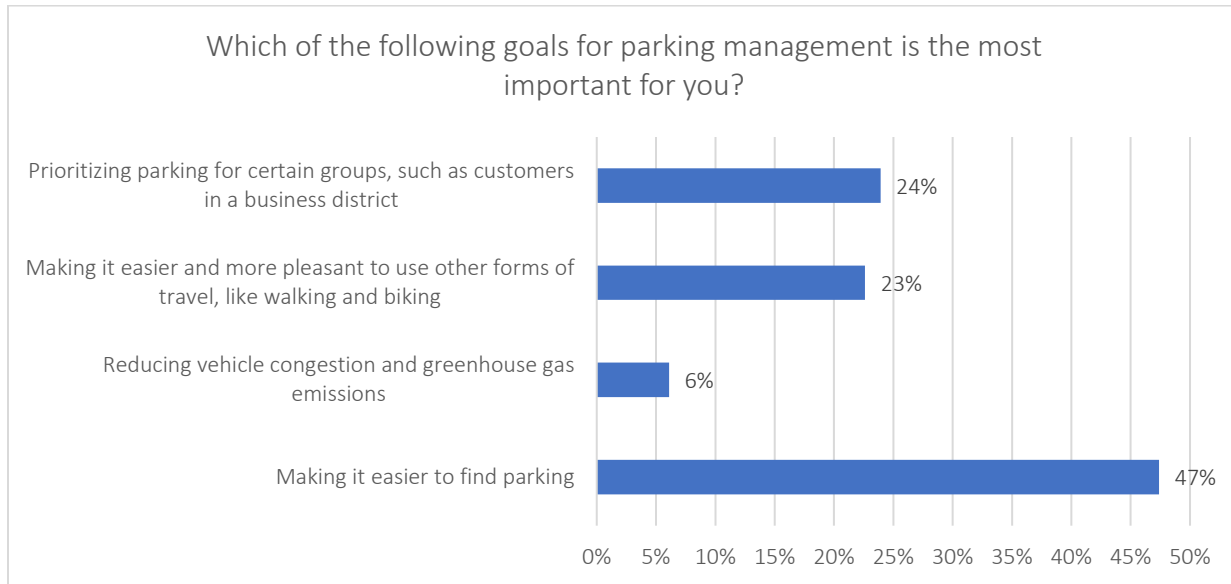
When asked about which factor most influenced their transportation choices, the most common response was “my schedule/obligations that day,” which was selected by 39% of respondents. Closely related were the second and third most popular answers, “reliability/convenience of the travel choice” and “travel time” with 31% and 16% of responses, respectively (see Figure 2). Combining these results with the responses to the previous question suggests that most respondents currently see driving a personal vehicle to be the most reliable or fastest way to travel on Mercer Island.

FIGURE 2: FACTORS INFLUENCING TRANSPORTATION CHOICES



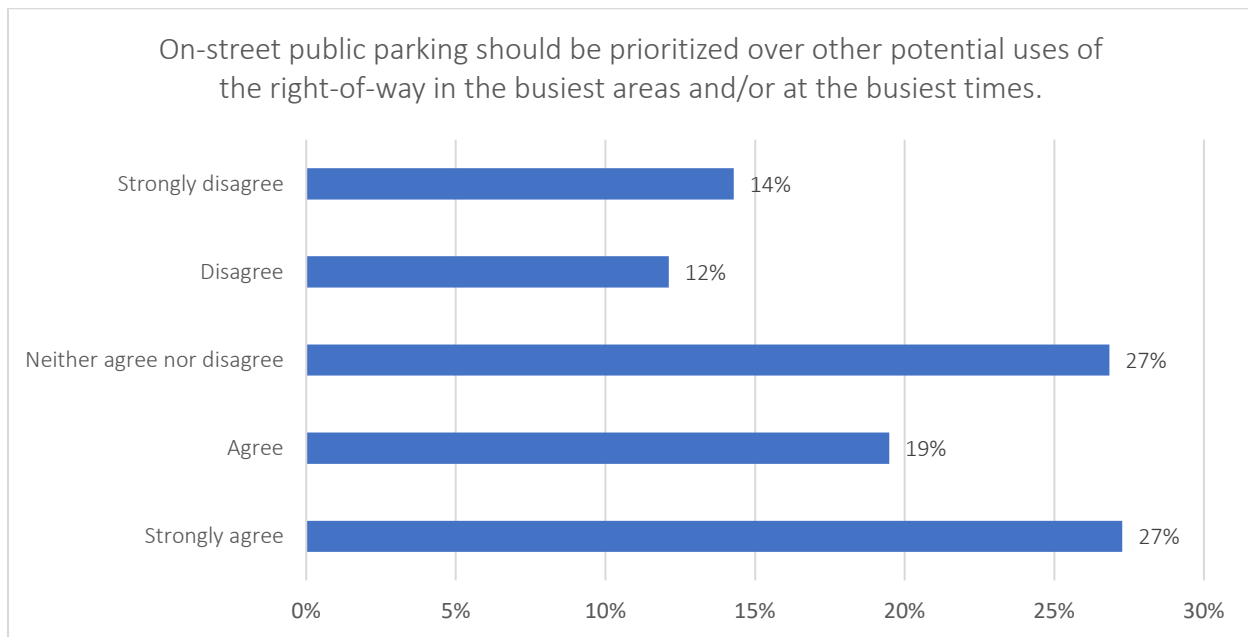
Next, respondents were asked which goal for parking management was most important to them. The most common response was “making it easier to find parking” with 47% of respondents selecting this choice (see Figure 3). 24% of respondents were interested in prioritizing parking for certain groups, 23% were interested in supporting other modes of travel, and 6% prioritized reducing vehicle congestion and greenhouse gas emissions.

FIGURE 3: PARKING MANAGEMENT PRIORITIES



The final question asked participants to consider whether on-street parking should be prioritized over other potential uses of the right-of-way in the busiest areas and/or the busiest times. Participants were divided in their responses, with 27% strongly agreeing, 19% agreeing, 27% neither agreeing or disagreeing, 12% disagreeing, and 14% strongly disagreeing (see Figure 4).

FIGURE 4: OPINIONS ON PRIORITIZING PARKING IN THE RIGHT-OF-WAY



## Mapping Activity Inputs

The mapping activity on the webpage allowed community members to provide comments on specific streets or areas of Mercer Island. Participants could explain what was working well, indicate areas in need of improvement, and suggest new ideas. Community members provided 32 unique notations related to access and parking. Figure 5 on the next page shows some of the mapping input locations, each of which also included a comment providing additional detail.

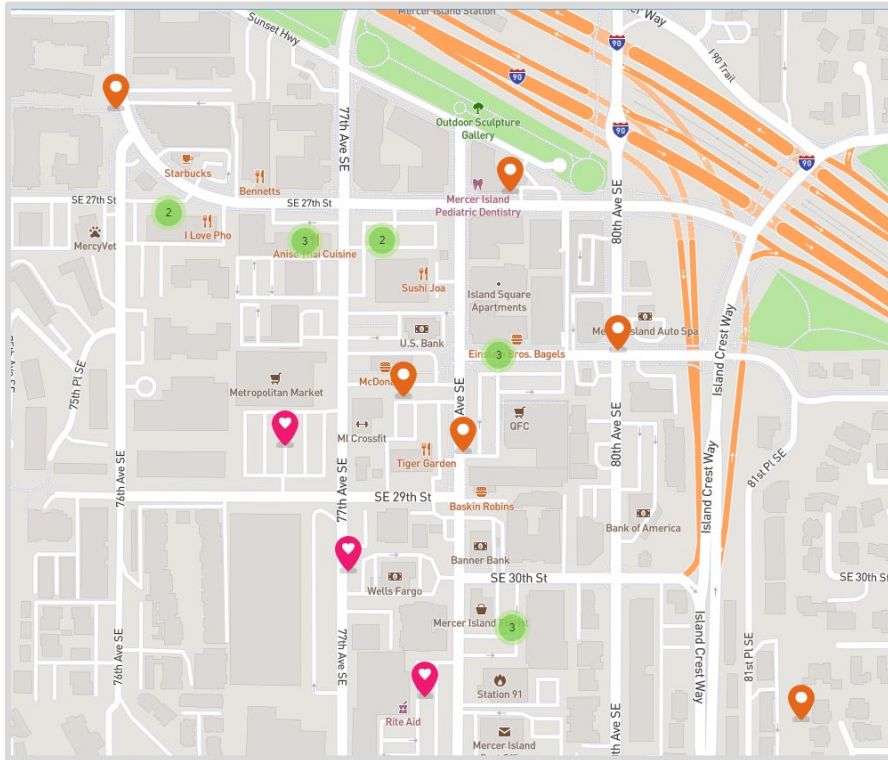
Many of the comments addressed the need for bicycle and pedestrian infrastructure:

- Input mentioning the need for pedestrian infrastructure:
  - Between downtown and North End neighborhoods east of Island Crest Way
- Input mentioning the need for bike racks:
  - At Mercerdale Park, to promote biking to the farmers market
- Inputs mentioning the need for bike lanes:
  - Island Crest Way/78<sup>th</sup> Street: Bike lanes, walking paths and streetlights are needed from here all the way to the town center. Think of paths like a “Sunriver vibe”... bike to dinner, bike to the farmers market, bike to concerts, etc. e-Bike from this location to the park and ride and take the train to work. We need safe travel paths and street lighting from the south end to the north.
  - Island Crest Way/42<sup>nd</sup> Street – Needs bike lanes
  - 40<sup>th</sup> Street – Needs designated bike lanes
  - 78<sup>th</sup> Ave – Needs bike lanes or infrastructure improvements (2)
  - 27<sup>th</sup> St – safe bike lanes
  - 28<sup>th</sup> – lanes needed to connect N-S bike route with city center/light rail
  - 80<sup>th</sup> – lanes needed to connect N-S bike route with city center/light rail
  - 77<sup>th</sup> bike lanes are important for N-S travel and light rail access

Other commenters addressed the parking supply, noting areas with plentiful parking, areas with insufficient parking, and areas where parking spaces were considered too narrow:

- Inputs noting plentiful parking:
  - Near Rite Aid
  - In the South End
  - Met Market
  - Einstein Bagels (1 convenient, 1 not enough parking at location)
  - Walgreens and True Value
- Inputs noting existing parking was too narrow:
  - Near [former] Convivial Café [now L’Experience Paris] (3)
  - Mercer Island Eyeworks Underground parking (27<sup>th</sup>/78<sup>th</sup>)
  - Starbucks/UPS/Subway (27<sup>th</sup>/77<sup>th</sup>)
  - Mioposto, Mud Bay, Vivienne’s Bistro, etc. (76th Ave SE)
- Input noting insufficient parking:
  - Park and Ride (add more spaces/make resident permits)

FIGURE 5: MAPPING ACTIVITY INPUT LOCATIONS



## Public Comments

Let's Talk also included space for open-ended comments viewable by the public. Visitors left a total of 17 comments expressing their concerns and suggesting strategies to better manage parking and provide multimodal access in Mercer Island. The comments reflected a wide diversity of opinions, but several ideas were expressed in multiple comments, including:

- Existing parking is not well used, should be shared and public
- People should be able to park once and walk around Town Center
- Paid parking could be a solution for areas of high demand
- New developments could provide public parking underground
- Major streets should have wide sidewalks and streetlights
- More parking won't create vitality
- New light rail could cause parking issues
- Maps or signage should make it clear where parking is available

The public comments are documented in full in Table 1 below.

TABLE 1: PUBLIC COMMENTS FROM LET'S TALK MERCER ISLAND PROJECT PAGE

1	<p>Please require more parking in new apartment buildings.</p> <p>Please police our downtown street parking hours.</p> <p>Extend the two hour to 8 pm to help shops and restaurants.</p> <p>Require "P" signs outside of new apartments to show where public, walkoff parking is available.</p>
2	<p>I understand this is a complex issue and appreciate the council has taken it up, and imagine it will be part of the economic development plan, and perhaps new parking requirements for mixed-use development.</p> <p>Implementing and enforcing a parking management plan is not cheap. Ideally the new license plate cameras can be used, but that takes staff time, and the plan will have to distinguish between retail parking which we want to encourage and employee/overflow residential parking we want to discourage.</p>

	<p>However, I do think there is a good and reasonably inexpensive idea in the meantime.</p> <p>PROHIBIT PARKING ON TOWN CENTER STREETS FROM MIDNIGHT TO 5 AM.</p> <p>Instead town center parking regulations do almost the opposite, by removing any parking restrictions at most areas after 5 or 7 pm.</p> <p>A citizen named John Hall once noted that there should not be cars parked on town center streets at 6 am with frosted up windshields, because obviously those cars were parked there overnight, and the town center closes well before midnight.</p> <p>It would be easy to warn or ticket cars parked on the town center streets between midnight and 5 am. Obviously those would not be retail patrons parked there at those hours. I think for little money the city could begin to message to those using town center streets for non-retail parking they will have to find alternatives. This would not affect work commuters because there is plenty of space in the park and ride today.</p>
3	<p>Town center is not working at this stage. There aren't enough interesting restaurants and there's no entertainment options. We need to create a more attractive destination, similar to downtown Kirkland and downtown Bellevue, but on a smaller scale. This requires a better and larger mix of retail and better parking. I think we should try to route thru traffic to North Mercer Way and re-design the town center streets to accommodate public parking and pedestrian access. I think that means eliminating the left-hand turn lanes and creating parking spaces along all our town center streets. We also need codes that encourage the conversion of private surface parking to a combination of public spaces and retail when properties are re-developed. Ideally, rather than having developers provide private retail parking they would contribute to a fund that would build/purchase public parking. That way people could park and then walk off the property to visit multiple retail establishments.</p> <p>I'm also disappointed that we haven't figured out a way to build a performing arts center near downtown. I think that would drive a lot of traffic to retail businesses.</p>
4	<p>I could say a lot but will limit my input to just one area. What is special about Mercer Island that makes it different from other communities?</p> <p>First and foremost, Mercer Island is a suburban community and one without easy access to its Town Center. What that means is that its residents are reliant on cars to get to its retail core and transit hub. The other thing that is unusual about our community is that it is an island which limits its ability to expand out to provide for services (retail core), its commuting and its high density residential housing. In other words, everyone is reliant on the same assets for shopping, commuting and living.</p> <p>What this says is that our community is reliant on driving and reliant on just a several block area for a sustainable community in terms of goods, transit to and from work, and high density housing. It means our community has to have a way to share. Otherwise, residents only have one choice, that is to continue driving to the next community for work, goods, dining out and entertainment. They have no other choice.</p> <p>It is this dilemma that is causing most Mercer Island residents not to shop locally. It is this reason for our Town Center not having a proper retail mix, because "retail always follows customers." It is this reason that we don't even have a large off island customer base because "if your own residents won't shop in your retail core then neither will anyone else".</p> <p>This more than any other reasoning is why Mercer Island doesn't have a standard parking problem but a retail core design problem. It needs to redesign its retail core to allow residents to shop locally. It needs to redesign its retail core to allow sharing of a very limited resource, parking. It needs to understand parking's role in a walkable retail core and not only redesign available parking to make Town Center walkable but to allow us to migrate from a Strip Mall Town Center to a traditional Town Center that can become the vibrant Third Place residents want.</p> <p>This all seems a little daunting and it is. At the same time many communities across the country have faced this challenge and succeeded.</p> <p>The first step is to realize this is not a standard parking problem but a retail core design problem. Next it is important to understand that this is a problem of not having too little parking, but too little of the correct type of parking for a successful retail core and for use by all that are reliant on it. Finally, it is important to understand that it is a problem of not just stopping the building of bad parking and starting the building of correct parking, but changing both our Design Standards and Strip Mall minimum parking codes to allow this evolution to happen.</p> <p>First residents have to be able to shop locally. Next residents have to want to shop locally.</p>
5	<p>Here are some facts about Mercer Island that form the basis for a comprehensive conversation about parking:</p> <ol style="list-style-type: none"> <li>1) Mercer Island is a suburban small town, dominated by single-family neighborhoods.</li> <li>2) Mercer Island is NOT well-served by Metro Transit.</li> <li>3) Mercer Island is NOT well-served by Metro Transit.</li> <li>4) Mercer Island's location, geographic length in miles, and socio-demographic make-up suggest personal transportation is required, and personal transportation CANNOT be substituted by public transportation.</li> <li>5) Zoning codes (housing &amp; parking) have failed to recognize and plan for elements 1-4, above. Changes to Mercer Island's zoning codes have been driven by pressure from housing industry lobbyists and off-island special interest groups.</li> </ol> <p>The one-size-fits-all regional housing &amp; parking code in Town Center (driven by TOD development theories) is a failure on Mercer Island, and the reason we are faced with INCREASING parking problems in 2022.</p>
6	<p>Street parking is the solution. We need more people walking on streets in downtown. Parking garages are all different and can be confusing. Having easy to understand street parking is a great solution. Timing it/charging for it will ensure people stay only the amount of time necessary to shop downtown--so that they're not parking all day for their office or residential use. Adding a requirement for more parking in new buildings, or associated with a change of use, is going to add to the cost of doing business in MI. If we want new restaurants and retail to locate here, ensuring that adequate parking isn't stopping them from locating is extremely key. Changes of use to retail/restaurant should be fully exempt from the parking requirements to incentivize new retail/restaurant uses to located in town center. It makes a huge difference!!!!</p>

7	Our park & ride is too small and if I arrived before 7:05 AM I had to park in Town Center. The parking volume is ticking up again post pandemic as people return to in-office work whether by choice or by force. Please don't take away our overflow parking spots.
8	+Town Center needs maps of available public parking, so people can find it. Good example is Bainbridge town center. +Continue to require short term walk off parking in all new developments. +establish parking fees in the park and ride for 6am to 10 am parkers, to free up space for alternative shift users and encourage out of peak travel.
9	I would like to see a consistent paid parking program in the Town Center. Putting a price on parking establishes the correct incentives, whereas free parking makes it a free-for-all with people circling the block and giving up.
10	Would love to be able to park legally in any parking lot and visit multiple retail areas.
11	Legal spots to park while visiting multiple retail locations
12	1) Parking isn't the solution to retail vitality. We've had plenty of businesses with perfect parking fold. 2) Central parking for walkable shopping from a single point won't work. Our residents are not walking more than a block and our shopping is too dispersed. 3) 77th is perfect the way it is. Re-configuring it for parking will destroy our main North-South bike corridor. Plus, see #2. 4) My suggestion: create paid 1 hour parking meters in several areas throughout Town Center. Enforce existing parking.  Any hope of Town Center retail vitality disappeared decades ago. Parking certainly won't fix it. I have much better choices for almost everything off-island and now that Light Rail is around the corner it will all be conveniently a few minutes away. On foot.
13	There is already abundant parking in downtown Mercer Island. The problem is that businesses, churches and office buildings are allowed to restrict parking access even when they're not operating. This causes chaos by pushing people further away from public spaces with limited parking options such as Mercerdale or the farmers market. Businesses in the area are likely benefitting from the increased traffic, and should not be allowed to restrict legal parking. If they can demonstrate they're not benefiting, the city should incentivize them to encourage opening up their lots to the public for the good of making the island more accessible and welcoming.
14	1. There should be wide bike and walking paths (plus street lights) all the way from south to north Island Crest Way to encourage more citizens to use alternatives to car transportation. Add more bike racks in front of businesses. More citizens are using ebikes and kids use e-scooters- but we need safe space to travel -away from car lanes and racks to lock them up. 2. We need a much larger park and ride since it will fill up so fast when light rail arrives. Commuters from all over the Eastside will take up retail parking spots if there is no space at the park and ride- which will be frustrating for MI shoppers. Add lots of bike racks by light rail- with good security & cameras to deter theft and so bikes stay safe. Add parking limits to the town center parking to avoid commuters going to Seattle on light rail and taking up retail space. 3. I really don't like to park in underground garages on the island -the spots are tight, have concrete poles that are easy to hit and not convenient for quick errands. I prefer above ground parking spots right next to shops, but realize space on a small island has its limits. Future underground parking must be built better and easy to use for shoppers or we will just go off island to shop. 4. I want to park in one spot and walk to several stores (example- Hardware store, then to UPS store across the street) but there are warning signs everywhere not to park and walk off to other retail. Frustrating.
15	Hi, I haven't completed the survey because the questions were overbroad. For example, I currently need to drive to the north end but I walk between different locations within MI downtown. I strongly advocate a very frequent shuttle service around the island which would significantly reduce the number of car journeys on the island and the need for parking at the north end. It would also reduce our dependence on the Sound Transit parking lot/Park and Ride. As for current parking, I have never found a shortage of parking in MI downtown. Thanks
16	Underground, free 2-hr walk-off parking in new mixed use developments is the best way to densify downtown while increasing parking. Surface angle parking such as that at Tabit Village is woefully inadequate for the number of people using those shops, yet the Walgreens lot across the street is empty. Similarly, Rite Aid no longer allows parking for the farmer's market. Both drug stores in no way need all their available parking to serve the number of customers inside. Do we have a zoning problem? We also need sidewalks and street lights, full stop, on all major streets: ICW, WMW, EMW, NMW, 40th/ Mercerwood, Merrimount, others? I would LOVE to see a plan to increase safe walking.
17	What I would like to see for the downtown: A walkable core pedestrian friendly area with decent density of shops, cafes, and restaurants. People drive to a central location, park, then walk around. Ideally certain streets or areas of a street are pedestrian only during certain hours to encourage people and families to congregate. For example, the 76th AVE curve near Starbucks. Why isn't that whole area pedestrian only? There are actually a good number of restaurants in that corridor. We should encourage people who eat at those cafes to stay and mingle in that area to drive traffic to the stores. Instead you get cars pulling in and out of parking lots, cars zipping around the curve as kids run nearby, etc. Instead create a park-like atmosphere that encourages Islanders to meet, eat, walk, and buy things. Look how many families the Mercerdale park draws on weeknights. Why isn't there a green, pedestrian friendly area that encourages families to meet further north? Outdoor seating, car-free areas, green space.  I see a lot of comments about a parking garage and yes that would provide a central location to park and then walk. But by itself a parking garage does not solve this. The problem with the downtown is a lack of density - the downtown is so spread out with small clusters of shops. We need more density to create critical mass to shift shoppers parking habits. There's very little incentive to have people park somewhere central and then walk around if they need to walk all over town to go to three shops. So they drive to the hardware store then drive to Starbucks then drive to the Rite Aid. Is this a zoning problem? Why is the downtown so spread out with so few shops in any one area? There are so many dead areas that add huge walking distances, or make it inconvenient to get from point A to B. Why are there so many random banks on the island? Who goes into banks anymore? There are large swaths of the downtown where there is zero reason to congregate. Give people a reason to spend several hours downtown and then they will utilize that parking garage.

## Virtual Engagement Module Findings

The project team developed 60-minute modules and held virtual engagement sessions for community members and organizations. The team presented initial study findings and asked participants questions about their concerns, right-of-way priorities, opinions on parking management strategies, resource allocation preferences, and visions of success. Virtual engagement sessions were held with two focus groups composed of Mercer Island community members and with five local community organizations—including Neighbors in Motion, the Mercer Island Historical Society, the Chamber of Commerce, the Mercer Island Climate Action Network, and the Mercer Island Rotary Club. For larger groups, some questions were posed via the Mentimeter live polling platform. For smaller groups, the same questions were posed to participants verbally and responses were documented by the project team.

Focus groups were asked to rate their level of agreement or disagreement with seven statements, with a “1” indicating strong disagreement and a “5” indicating strong agreement. The total scores from participants across all seven focus groups were summed, and the averages are displayed in Table 2 below.

On average, participants supported the idea of shared parking facilities in the Town Center, prioritizing convenient parking for visitors and customers, creating more community gathering spaces even at the expense of parking, implementing paid parking for the benefit of the community, and charging more for parking in areas of high demand. On average, participants disagreed with the idea of prioritizing on-street parking over other uses, such as bike lanes, wider sidewalks, parklets, and outdoor dining areas.

**TABLE 2: FOCUS GROUP PARTICIPANT OPINIONS**

Statement	Average level of agreement
It makes sense for parking to cost more in areas where demand for parking is highest.	3.1
The most convenient parking in Town Center should be prioritized for visitors and customers.	3.8
On-street parking should be prioritized over other potential mobility uses for the right-of-way, like bike lanes and wider sidewalks.	2.5
On-street parking should be prioritized over community uses for the right-of-way, like parklets and outdoor dining areas.	1.9
It makes sense to create more community gathering spaces in Town Center, even if parking has to be moved to do so.	3.7
It makes sense for all parking facilities in the Town Center to be shared among multiple uses if they can be.	4.2
I'd support paid parking if it benefited the community in tangible ways, like making it easier to get places and supporting community initiatives.	3.6

Members of the seven focus groups were also given the opportunity to participate in a hypothetical budgeting exercise, choosing how much of the City’s resources should be allocated to each of five strategies for improving Town Center (see Table 3). On average, participants chose to allocate the greatest share toward creating better infrastructure in the right-of-way for pedestrians and cyclists and creating more community-oriented spaces in the right-of-way, like parklets and outdoor dining areas. Several participants noted that some of the other strategies, while still important, may need fewer resources to implement, and they believed that parking enforcement might eventually pay for itself through paid parking or ticket revenue.



TABLE 3: FOCUS GROUP BUDGET EXERCISE RESULTS

Strategy	Average share of spending allocated
Creating better infrastructure in the right-of-way for pedestrians and cyclists	39%
Creating more community-oriented spaces in the right-of-way, like parklets and outdoor dining areas	24%
Improving signage and wayfinding	15%
Dedicating administrative/staff time to building a shared parking program for Town Center	14%
More resources (like staffing and technology) to enforce parking rules and regulations	8%

Finally, focus group participants were asked to describe what their visions of success would look like, as well as potentially concerning outcomes. Answers were documented and grouped into categories by theme, as shown in Table 4 and Table 5 below. The most common themes among participants' visions for success were improvements to bike-ability and safety and the availability of more shared parking. Participants also frequently expressed their desires that more convenient parking be made available near destinations, for wayfinding and signage to highlight available parking, and for visitors to be able to park once and walk. Concerns mentioned multiple times included: that parking solutions might not meet the needs of businesses, that there might not be good options for multimodal access, that the status quo might be maintained, that Mercer Island might be unwelcoming to visitors, and that creating too much parking might remove the incentive for people to walk to and around Town Center.

TABLE 4: FOCUS GROUP VISIONS OF SUCCESS FOR TOWN CENTER PARKING

Visions of Success	
Theme	Number of mentions
Bike-ability and safety	9
Shared parking/higher parking utilization	9
Parking within one minute of destination/more convenient access	6
Wayfinding/clarity for available parking	5
Park once	5
<i>(Table continued on next page.)</i>	
Prevent off-island commuters from filling all TC parking lots	5
Gathering spaces	5
Walkability	4
Reduce the prevalence/amount of unappealing surface parking lots	4
Enforcement of regulations	4
Transit/shuttles	3
Variety of parking options regarding time limits	3
Bike parking	2
Scooter accessibility and safety	2
Pricing/demand-responsive pricing	2

Greater density	1
State money for active transportation infrastructure	1
EV charging facilities incentivize off-street parking	1
Employees parking off-street	1
Loading spaces for deliveries	1
Requiring new developments to provide more off-street parking	1
More parking availability on-street	1
Encourage visitors to come to TC	1

TABLE 4: FOCUS GROUP POTENTIALLY CONCERNING OUTCOMES FOR TOWN CENTER PARKING STUDY

Potentially Concerning Outcomes	
Theme	Number of mentions
Parking solutions don't meet the needs of TC businesses	2
The Town Center does not provide good options for multimodal access	2
Maintaining the status quo	2
Mercer Island is unwelcoming to visitors	2
Creating too much parking and losing incentive to walk	2
Reducing the existing supply of parking	1
Out-of-towners park in the Town Center just to use transit	1
Seeing more inaccessible private lots	1
Failing to meet climate goals	1

Other feedback provided in the focus groups included that the City should attempt to monitor and measure the impact of any changes made, that improving access would increase Town Center real estate values, that some apartment renters park in private lots because they lack parking spaces, and that the City should work with King County Metro in the future to keep pricing consistent between their lot and the parking available in the Town Center.

## Relevant Economic Development Vision Survey Responses

The City of Mercer Island also conducted an Economic Development Survey and gathered responses from 644 participants. Key themes of relevance to the parking study emerged, and Mercer Island staff shared the results with the Town Center Parking Study project team. In describing their vision for an appealing downtown, many survey participants indicated the importance of planning for walkability, community gathering spaces, and convenient parking.

Many respondents' vision for the future of Mercer Island's commercial areas includes features that make these areas more of a destination: a larger variety of restaurants, shops, and amenities; street design and parking that enable residents to shop and do errands in a connected trip rather than driving from place to place; and a cohesive identity that makes a commercial area feel like a destination. Good bike lanes were mentioned as assistance that would help respondents' businesses be more environmentally friendly. Parking improvements were a prominent theme in what would make business more viable. Most respondents (64%) currently commute to work by driving alone. Alternate modes including transit, walking, or biking were selected by 17%, carpool by 2%, and "other" by 17%.

Responses of relevance to the Town Center Parking Study had to do with long-term vision, parking, outdoor space, desired changes to downtown, and the appeal of other downtowns.

- Comments about a 20 year vision:
  - Many respondents described a quaint but vibrant walkable commercial core with diverse businesses to meet residents' needs. They imagined a downtown with sidewalk space for outdoor dining and a pedestrian-friendly environment.
  - *"Pedestrian friendly with sidewalk space for outdoor dining [...] Decisions should be made with thoughtful planning for walkability, accessibility and encouragement of small business."*
- Comments about parking – more parking, shared parking, parking limitations:
  - *"What the commercial area 'should' look like is dense retail with central parking so you can dump your car and wander around the shops and restaurants.... Today each business has its own parking with signs threatening to tow your car if you walk off."*
  - *"I hope that there will be ample parking that will allow one to park in one place and walk to multiple businesses."*
  - *"Just eliminating and enforcing no parking on town center streets from midnight to 6 am would be a good start to remove overflow residential parking from the mixed-use developments, and not allowing those buildings to charge for onsite parking."*
- Comments about outdoor space:
  - *"More outdoor seating and gathering spaces"*
  - *"We need a central park or town square with the shops around the square to give people a reason to linger downtown."*
- Common themes when respondents were asked one thing they would change about downtown:
  - Parking (centralized shared parking, park once and walk)
  - Walkability (pedestrian oriented, parking lots behind stores or centrally located)
- Common themes when asked about the appeal of other downtowns:
  - Walkable and connected streets, with convenient parking
  - Many of their favorite spaces are focused on a central main street, offer enough things to do to make it feel like a destination, and have a cohesive sense of identity or "vibe"
  - Biking paths and pedestrian-oriented street design

# Appendix C. Background Studies and Current Programs Review

A review of background plans, studies, and documents was conducted to inform the context for the Town Center Parking Study. Material reviewed includes:

- Previous parking studies
- Recent surveys of Mercer Island businesses
- The Mercer Island Comprehensive Plan
- The parking permit programs on Mercer Island
- Reviews of past parking and other mobility pilot studies
- An overview of current parking agreements
- An overview of the parking regulatory regime

## Previous Parking Studies

Mercer Island has completed two (2) parking studies in the last 10 years, one study completed in 2015 by BP Squared and one completed in 2016 by BERK Consulting.

### 2015 Park and Ride Survey

The City of Mercer Island completed a Park and Ride Survey in 2015 (prepared by BP Squared). The survey was prepared to quantify the feasibility of developing a commuter parking facility within Town Center. The purpose of the commuter parking facility would be to accommodate increased demand resulting from: 1) the temporary closure of the Bellevue Way Park and Ride during the Sound Transit East Link Extension construction, and 2) the opening of the East Link Extension. The survey analyzed 15 properties as potential locations for a park and ride facility. Each property was evaluated based on a variety of criteria including location, quantity of new parking spaces that could be accommodated at the site, cost of construction, timing of development, and site availability.

As a result of the analysis, three properties surveyed met each of the evaluation criteria:

1. 2411 76<sup>th</sup> Ave SE (former Freshy's location)
2. Former King Property located between 77<sup>th</sup> Avenue SE and 78<sup>th</sup> Avenue SE, north of SE 29<sup>th</sup> Street
3. The Mercer Island Community and Event Center, 8236 SE 24<sup>th</sup> Street (no further study of this site was conducted due to resident concerns)

### 2016 Town Center Parking Study

The City of Mercer Island completed a Town Center Parking Study in 2016 (prepared by BERK Consulting) to analyze on-street and off-street parking inventory and demand in connection with the City's Town Center visioning efforts.

### Parking Challenges

The 2016 Study highlighted several parking challenges to be addressed, including:

- Not enough parking
- Inconvenient parking locations
- Confusion over where parking is located, especially for shared stalls and in garages

- Poorly designed parking in garages, which creates hazards for vehicles and constrains the navigability of parking structures
- Confusion over parking permits
- Lack of parking for employees working in the Town Center
- Low parking turnover rates
- Bus commuters using Town Center parking
- Lack of enforcement of parking restrictions
- A lack of walkability in some areas

## Parking Supply and Demand

The study identified approximately 3,308 off-street non-residential parking spaces and 258 on-street public spaces. Data was collected on February 2-3, 2016. The peak parking utilization rate observed for off-street parking spaces was 45%. On-street parking peak utilization was 60%. The study concluded that the Town Center has sufficient on- and off-street parking to meet non-residential parking demand.

The study found that the built supply ratio was 3.9 spaces/1,000 square feet, while the highest observed utilization ratio was 1.7 spaces/1,000 square feet.

## Parking Regulations

The study included the following key findings regarding parking regulations:

- The City's non-residential off-street parking requirements in the Town Center appear to be significantly higher than observed parking demand.
- The Town Center parking regulations provide limited reductions for shared parking (up to 20%) for residential and non-residential uses.
- The City's residential parking requirements of 1-3 spaces per unit may lead to parking being overbuilt for residential uses, particularly if shared parking is not incorporated into the project.
- The City's required parking stall width and drive aisle widths are lower than those recommended by WSDOT and compared to the City of Redmond requirements.

## Recommendations

The study included the following recommendations:

- Reduce off-street parking requirements.
- Modify the 20% limit on shared parking.
- Maintain existing on-street parking management.
- Revise parking lot design standards.
- Increase on-street parking supply.
- Increase shared off-street public parking.
- Continue to monitor parking in the Town Center.

### Progress of Recommendations

Since the 2016 study was completed, the City has implemented the following recommendations:

- Reduced off-street parking requirements
  - Retail/office/mixed-use (including restaurants) – 2-3 spaces/1,000 square feet
  - Standalone restaurant – 5-10 spaces/1,000 square feet
  - Residential – 1-1.4 spaces per unit. Allow site specific deviations for parking less than 1 space/unit based on detailed parking analysis and with approval of the Code official.

- Modified the 20% limit on shared parking to allow up to 50% of the requirement to be accommodated through shared parking.
- Revised parking lot design standards
  - Increased aisle widths to 24' for two-way traffic for parking angled at 45° or above.
  - Increased aisle widths to 18' for one-way traffic for parking angled at 60° or above.
  - Increased the standard parking space size to 9' by 18'. Allow spaces at 8.5' width for compact and long-term use (turnover of 1-2 vehicles/day).

## Business Surveys

### 2020 Survey

In 2020, the City of Mercer Island conducted a COVID-19 Business Survey (prepared by Hardwick Research).

#### Goals

The survey had the following key goals:

- Gather information regarding issues facing the Mercer Island business community with the goal of understanding COVID-19 impacts.
- Obtain baseline data for long-range economic and community development efforts.

#### Methodology

An online survey was conducted to gather feedback from Mercer Island businesses. A total of 269 survey responses were gathered.

### Survey Results Related to Parking

The survey included the following key findings related to parking:

- For long-term program options, about a quarter of businesses want assistance with parking in the north and south end business districts (e.g., amount of parking, policing illegal parking).
- Businesses want information regarding the City's approach to economic development/new business development plans (including zoning and codes, as well as parking).
- Businesses commented on the need to address walkability/parking issues in business districts.
- Some of the open-ended parking-related comments included:
  - "Continue to communicate updates relative to COVID-19 and progress on other issues that are being evaluated (i.e., the concern of parking)."
  - "Information on any issues affecting Mercer Island businesses (zoning, code changes, taxes, parking, development in Town Center and south-end shopping center)."

### 2021 Survey

In 2021, the City of Mercer Island completed a follow-up COVID-19 Business Survey (prepared by Hardwick Research).

#### Goals

The purpose of the survey was to determine:

- What has changed since 2020, if anything.
- Challenges Mercer Island business are still facing.
- Types of aid/support Mercer Island businesses still need.

- New needs that have arisen.
- Ways the City can support the local business community.

## Methodology

An online survey was conducted to gather feedback from Mercer Island businesses. A total of 188 survey responses were gathered.

## Survey Results Related to Parking

The survey included the following key findings related to parking:

- When asked about the important actions that the City could take to help their businesses, “improving parking” was one of the top three responses.
- Respondents indicated a desire to see 3-minute pick-up parking spots or curbside zones and parking (lack of parking is an issue in some areas and not others).
- Some of the open-ended parking-related comments included:
  - “Keep street parking free for as long as possible but enforce time limits, especially once light rail comes.”
  - “Provide more public parking.”
  - “The City could and should have a plan for parking. Putting public parking [spaces] in buildings like the Hadley mostly go unused by the people who frequent the businesses located on the first floor. The new buildings that go up should have outdoor parking (not indoor or underground) available for people to park when using retail.”
  - “Parking!! Town Center will be overwhelmed by the continuing development of condominiums and apartments with parking policies that force the owner/tenant to park on the street. Better, larger signage that lets Islanders know that they can park in the public parking areas of existing and future Town Center buildings.”

## Mercer Island Comprehensive Plan

The following summarizes key components of the Comprehensive Plan<sup>1</sup> as it relates to the Town Center vision and goals as well as existing transportation policies.

## Introduction

- Community values include residential community, quality municipal services, fiscal responsibility, education is the key, livability is paramount, cherish the environment, and sustainable community.
- The Comprehensive Plan outlines goals for the Town Center:
  - Mixed-use developments that include residential units are encouraged.
  - Businesses should continue to develop at a scale compatible with other community values and should provide a range of retail, office, and residential opportunities.
  - The community-scaled business district will primarily cater to the needs and desires of Mercer Island residents and employees.
  - Ongoing attention to urban design principles, pedestrian needs, traffic considerations, and green spaces is essential.
- Local land use policies will be coordinated with transportation plans to provide safe, functional surfaces for vehicles, bikes, and pedestrians while avoiding local “gridlock.” Local transportation planning will

<sup>1</sup> The Comprehensive Plan is being revised currently as part of the 2022-2024 period update.

continue to emphasize a semi-rural setting for various arterial and collector streets. Pedestrian walks linking activities will continue to be a high community priority.

## Land Use Element

- Between 2006 and 2035, the City’s growth target is 2,320 new housing units and 1,160 new jobs to be generated on Mercer Island.
- About the Town Center
  - The Town Center is a 76-acre area that includes residential, retail, commercial, mixed-use, and office-oriented businesses. Historically, convenience businesses — groceries, drugstores, service stations, dry cleaners, and banks — have dominated the commercial land uses, many of them belonging to larger regional or national chains.
  - Retailers and other commercial services are scattered throughout the Town Center and are not concentrated in any area. With a diffused development pattern, the Town Center is not conducive to “browsing,” making movement around the downtown difficult and inconvenient for pedestrians, physically disadvantaged persons, and bicyclists.
  - Mercer Island’s downtown is located three (3) miles from Seattle and one (1) mile from Bellevue via I-90. I-90 currently provides critical vehicular, bicycle and pedestrian access to the Town Center as well as the rest of Mercer Island. Regional transportation plans anticipate future development of a high-capacity transit system in the I-90 corridor. Considering recent and potential future public transportation investments in the I-90 corridor and in keeping with the region’s emerging growth philosophy, redevelopment, and moderate concentration of future growth into Mercer Island’s Town Center represents the wisest and most efficient use of the transportation infrastructure.
  - The Town Center land designated for commercial, retail, service, and office uses is much larger than the local population can support. This has contributed to a historical pattern of relatively low private investment in downtown properties. Consequently, the Town Center consists of many one-story strip centers, surrounded by vast parking lots.
  - In 1994, the City made significant street improvements in the Town Center, which have resulted in a more pedestrian-friendly environment. However, more needs to be done on the private development side to design buildings with attractive streetscapes so that people will have more incentive to park their car and walk between shopping areas.
  - The Town Center is poorly identified. The major entrance points to the downtown are not treated in any special way that invites people into the business district.
  - According to the Town Center Vision, which is a component of the Comprehensive Plan, the Town Center should be:
    - The heart of Mercer Island and embody a small-town character, where residents want to shop, eat, play, and relax together.
    - Accessible to people of all ages and abilities.
    - Convenient to enter, explore, and leave with a variety of transportation modes.
    - Well designed with public spaces that offer attractive settings for entertainment, relaxation, and recreation.
    - Diverse with a range of uses, building types, and styles that acknowledge both the history and future of the island.
    - Local providing businesses and services that meet every day needs on the island.
    - Home to a variety of housing options for families, singles, and seniors.
  - The Land Use Element includes the following key goals for the Town Center related to parking and transportation:
    - Create a mixed-use Town Center with pedestrian scale and connections. A walkable mixed-use core should be located adjacent to a regional transit facility and be of sufficient size and intensity to create a focus for Mercer Island.



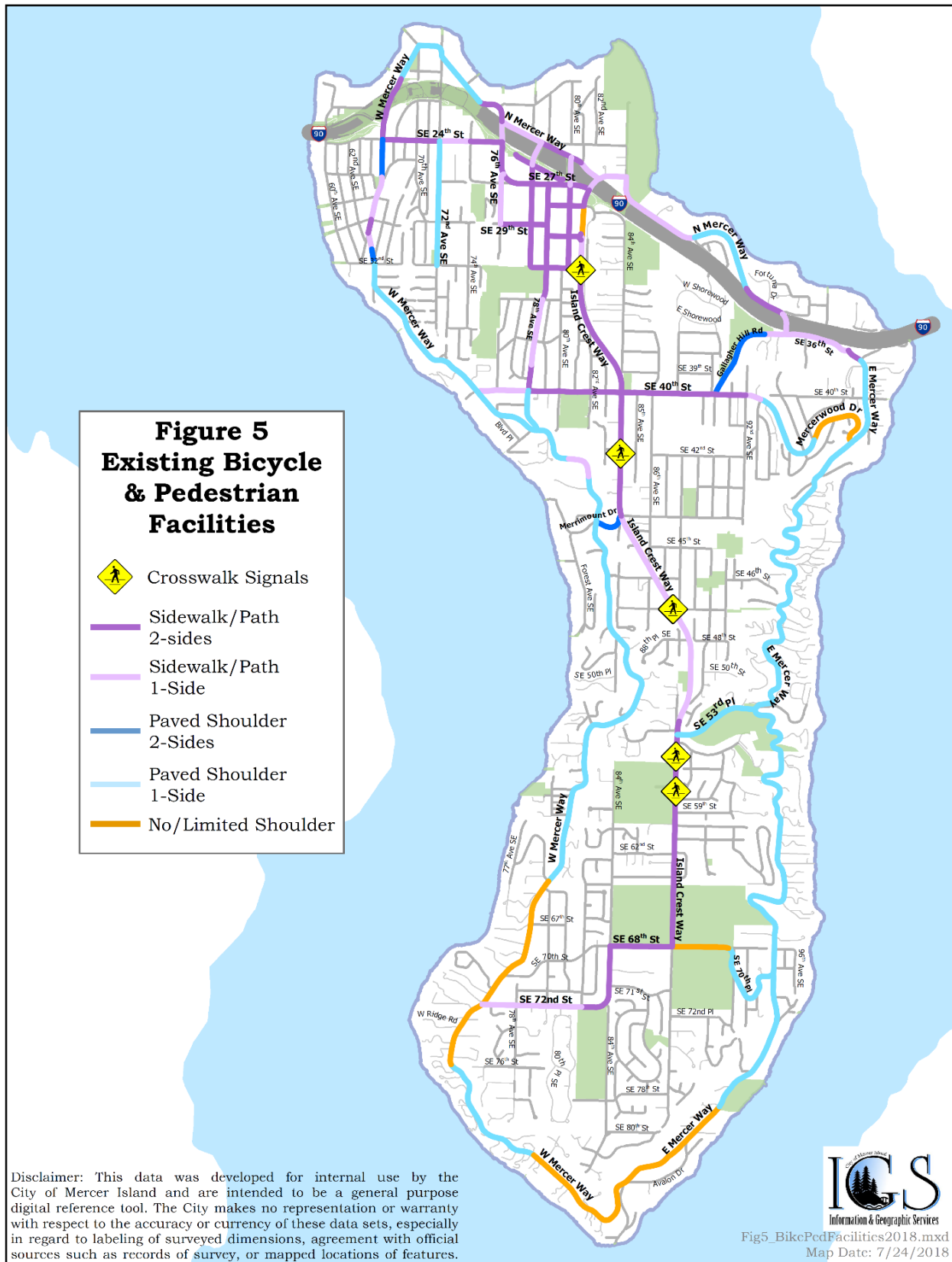
- Be convenient and accessible to people of all ages and abilities, including pedestrians, bicyclists, transit users, and motorists.
- Town Center streets should be viewed as multiple-use facilities.
  - All Town Center streets should provide for safe and convenient multi-modal access to existing and future development in the Town Center.
  - Design streets using universal design principles to allow older adults and individuals with disabilities to “stroll or roll” and cross streets safely.
  - 78<sup>th</sup> Avenue SE should be the primary pedestrian corridor in the Town Center, with ample sidewalks, landscaping, and amenities.
  - 77<sup>th</sup> Avenue SE should serve as the primary bicycle corridor connecting the regional bicycle network along I-90 and the planned light rail station with Mercerdale Park and the rest of the Island south of the Town Center.
- Be pedestrian-friendly, with amenities, tree-lined streetscapes, wide sidewalks, storefronts with canopies, and cross-block connections that make it easy to walk around.
  - Provide opportunities to walk throughout Town Center.
  - Create safe pedestrian routes that break up larger City blocks.
- Have ample parking, both on- and off-street, and the ability to park once and walk to a variety of retail shops.
  - Reduce the land area devoted to parking by encouraging structured and underground parking. If open-air, parking lots should be behind buildings.
  - Encourage improved access to transit, bicycle, pedestrian, and shared parking facilities to reduce trip generation and provide transportation alternatives, particularly for secondary trips once users reach the Town Center.
  - Consider a range of regulatory and incentive approaches that can increase the supply of public parking in conjunction with development proposals.
  - On- and off-street parking should be well-lit, convenient, and well-signed so that drivers can easily find and use parking.
  - Develop long-range plans for the development of additional commuter parking to serve Mercer Island residents.
  - Prioritize parking for Mercer Island residents within the Town Center.
- Prioritize Town Center transportation investments that promote multi-modal access to regional transit facilities.
- Promote the development of pedestrian linkages between public and private development and transit in and adjacent to the Town Center.

## Transportation Element

- Current travel patterns in Mercer Island:
  - Mercer Island has relatively high levels of vehicle ownership and personal mobility. Approximately 70% of the households on Mercer Island have two or more vehicles, while less than 5% of households have no vehicle at all. Comparing the 2016 American Community Survey (US Census) data with the 2000 US Census data, several changes were observed:
    - The percent of Mercer Island residents who commute to work by driving alone has dropped from 76% to 72%, those who take a bus or carpool to work decreased from 17% to 14%, and those who work at home increased from 7% to 10%. The average travel time to work for Mercer Island residents is 25 minutes, which is below the regional average of 32 minutes.
  - A November 2013 WSDOT Mercer Island Travel Survey found that 55% of commute trips originating on the Island traveled west towards Seattle and 45% traveled east towards Bellevue.
- Current parking conditions

- Most parking in the City is provided by off-street parking lots, along residential access streets, or by on-street spaces in select areas of the Town Center.
- In 2001, the City implemented a permit parking program for on-street parking in the Town Center in response to overflow conditions at the Mercer Island Park and Ride lot. This program preserves selected public on-street parking spaces for Mercer Island resident use, between the hours of 7:00 a.m. and 9:00 a.m., Monday through Friday. All Mercer Island residents are eligible for a Town Center District permit, which allows them to park on Town Center streets during the specified hours.
- An additional permit parking program was developed for residential streets north of the Park & Ride lot on North Mercer Way. This program only allows residents of the area to park on City streets between 7:00 a.m. and 4:00 p.m., weekdays.
- Current bicycle and pedestrian facilities
  - In 1996, the City developed a Pedestrian and Bicycle Facilities Plan.
  - A 2010 update to the plan included vision and guiding principles, goals and policies, an existing and future network, a list of completed projects, revised facility design standards, and a prioritized list of projects. The plan emphasizes further development of safe routes to schools, completion of missing connections, and application of design guidelines.
  - A regional trail runs across the north end of the Island along the I-90 corridor providing a convenient connection to Seattle and Bellevue for pedestrians and bicyclists. Most streets in the Town Center includes sidewalks. In addition, there are sidewalks near schools and select streets and some paved and unpaved shoulders and multiuse trails that provide for pedestrian mobility.
  - The bicycle network is made up of designated bicycle facilities including bicycle lanes and sharrows, and shared non-motorized facilities including shared use pathways, off-road trails, and paved shoulder areas. **FIGURE 7** shows the pedestrian and bicycle facilities on the Island's arterial network.

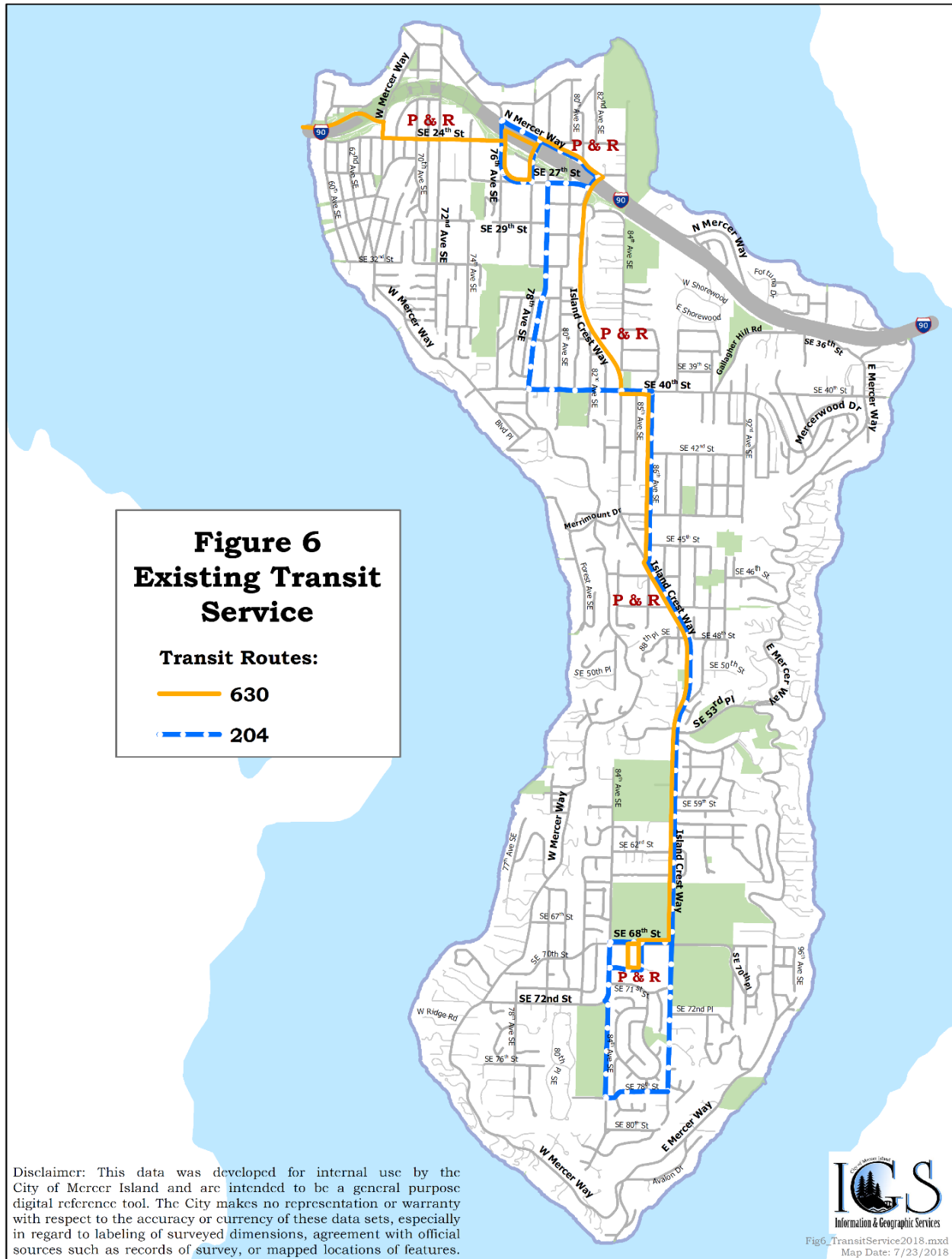
### FIGURE 6 MERCER ISLAND EXISTING BICYCLE AND PEDESTRIAN FACILITIES (AS OF 2016)



Source: City of Mercer Island

- Current public transportation conditions
  - The King County Department of Metropolitan Services (Metro) and the regional transit agency Sound Transit provide public transportation services for Mercer Island and throughout King County. There are four major types of service offered on the Island: local fixed route service, regional express service, custom bus service, and access service.
  - Local fixed route service operates on the arterial roadway system and provides public transit service connecting residential and activity areas. On request, some routes can deviate to a broader “flexible service area” under Metro’s DART program.
  - Regional express service, which also operates on fixed routes, is oriented toward peak hour commuter trips between the Mercer Island Park and Ride and major employment and activity centers off the Island. Sound Transit and Metro provide express service west and east along I-90 into Seattle and Bellevue.
  - Custom bus service includes specially designed routes to serve specific travel markets, such as major employers, private schools, or other special destinations. These services are typically provided during peak commute hours and operate on fixed routes with limited stops. Custom bus service is currently provided between the Mercer Island Park and Ride and Lakeside School and University Prep in Seattle (Routes 981 and 989).
  - Access service provides door-to-door transportation to elderly and special needs populations who have limited ability to use public transit. Access covers trips within the King County Metro transit service area.
  - On Mercer Island, there are two routes that circulate throughout the City (Metro routes 204 and 630). At the Mercer Island Park and Ride, Sound Transit regional express routes 550 and 554 connect Mercer Island to Seattle, Bellevue, and Issaquah; and Metro regional express route 216 provides service to Redmond and Seattle. These three regional routes will be modified significantly upon the opening of East Link light rail.
  - Route 204 provides service between the Mercer Island Park and Ride lot and the Mercer Village Center, with a DART loop around the Island’s southern tip (using WMW & EMW), and a DART loop to Covenant Shores. This route travels on 78th Avenue SE, SE 40th Street, 86th Avenue SE, Island Crest Way, and SE 68th Street to the Mercer Village Center (I.e. South End business district). The route operates every 60 minutes from approximately 6:00 a.m. to 6:00 p.m. on weekdays, and 9:00am to 6:00pm on Saturdays; there is no Sunday service.
  - Route 630 is a community shuttle, which provides rush-hour weekday service between downtown Seattle and the Mercer Village Center. It provides four trips toward downtown Seattle in the morning and four trips toward Mercer Village in the evening. The route also offers a limited flexible service area centered around the Mercer Island Library.

FIGURE 7 MERCER ISLAND EXISTING TRANSIT SERVICE (AS OF 2016)



Source: City of Mercer Island

- Current Park & Ride facilities and utilization
  - The Mercer Island Park and Ride is located north of I-90 on N Mercer Way near Mercer Island's Town Center. The Park and Ride has 447 spaces and is served by Metro and Sound Transit buses.
  - According to the Fourth Quarter 2017 Park and Ride Utilization Report prepared by King County, the Mercer Island lot is typically fully occupied during weekdays. Several of the users of this lot do not reside in Mercer Island.
  - To supplement park and ride capacity on Mercer Island, Metro used to lease four private parking lots for use as park and ride lots, located at the Mercer Island Presbyterian Church, Mercer Island United Methodist Church, Congregational Church of Mercer Island and at the Mercer Village Center. The 2017 Utilization study indicated the following utilization rates for the additional park and ride lots:
    - Mercer Island Presbyterian Church – 93%
    - United Methodist Church – 96%
    - Mercer Village Center – 32%
    - Congregational Church of Mercer Island – 11%
  - Following the COVID-19 pandemic, Metro downsized its leases to just one remaining park and ride lot at Mercer Village Center.
- Future travel demand, calculated pre-pandemic:
  - More than 70% of new households and 76% of new jobs are forecasted to occur within the Town Center.
  - The analysis assumes the opening of the East Link light rail line in 2023<sup>2</sup>, which will result in an additional travel option between the Town Center and regional destinations.
  - Town Center traffic growth reflects the higher potential for pedestrian and transit trips. Overall, the traffic growth in the Town Center is forecasted<sup>3</sup> to increase by 28% between 2018-2035, an annual growth rate of 1.5%. For areas outside the Town Center, traffic growth is expected to be lower with approximately 10% growth between 2018-2035, an annual growth rate of 0.5%. The resulting forecasted traffic volumes directly reflect the anticipated land use, housing, and employment growth assumptions for the Island.
- Key goals and policies from the Comprehensive Plan relevant to the Town Center Parking Study are summarized below:
  - Encourage the most efficient use of the transportation system through effective management of transportation demand and the transportation system.
    - Encourage measures to reduce vehicular trips using transportation demand management strategies such as preferential parking for carpools/vanpools, alternative work hours, bicycle parking, and distribution of information and promotion of non-motorized travel, transit, and ridesharing options.
    - Encourage businesses and residential areas to explore opportunities for shared parking and other parking management strategies.
    - Employ transportation system management (TSM) techniques to improve the efficient operation of the transportation system including, but not limited to, traffic through and turn lanes, management of street parking, signals, and other traffic control measures.
  - Balance the maintenance of quality Mercer Island neighborhoods with the needs of Mercer Island's transportation system.
    - Strive to minimize traffic impacts to neighborhoods and foster a "pedestrian-friendly" environment.

<sup>2</sup> As of spring 2023, the East Link light rail station is now projected to open in 2025.

<sup>3</sup>

[https://library.municode.com/wa/mercer\\_island/codes/comprehensive\\_plan?nodeId=MEISCOPL\\_4TREL\\_IVTRSYUTNE\\_FUTRDE](https://library.municode.com/wa/mercer_island/codes/comprehensive_plan?nodeId=MEISCOPL_4TREL_IVTRSYUTNE_FUTRDE)

- Address parking overflow impacts on neighborhoods caused by major traffic generators such as schools, businesses, parks, and multifamily developments.
  - Provide facilities for pedestrians and bicyclists designed in keeping with individual neighborhood characteristics.
  - Work with King County Metro to provide public transit vehicles and services that are more in scale with the City's neighborhoods and its local road network.
  - Maintain comprehensive street design guidelines and standards that determine the appropriate function, capacity, and improvement needs for each street/roadway, while minimizing construction and neighborhood impacts.
- Ensure parking standards support the land use policies of the Comprehensive Plan.
  - Continue to implement flexible parking requirements for Town Center development based on the type and intensity of the proposed development; site characteristics; likelihood for parking impacts to adjacent uses; opportunities for transit, carpooling, and shared parking; and potential for enhancements to the pedestrian environment.
  - Maintain the current minimum parking requirements of three (3) off-street spaces for single family residences but may consider future code amendments that allow for the reduction of one (1) of the spaces, provided that the quality of the environment and the single-family neighborhood is maintained.
  - Support business development in the downtown area by prioritizing on-street parking spaces in the Town Center for short-term parking and encouraging the development of off-street shared parking facilities for long-term parking in the Town Center.
- Promote bicycle and pedestrian networks that safely access and link commercial areas, residential areas, schools, and parks within the City.
  - Maximize the safety and functionality of the bicycle system by enhancing road shoulders, which are to be distinguished from designated bicycle lanes.
  - Implement the Pedestrian and Bicycle Facilities Plan to meet existing and anticipated needs for nonmotorized transportation. This Plan should be coordinated with other transportation planning efforts and periodically updated. The Plan includes improvements to a few bicycle gaps in Town Center, including on SE 77<sup>th</sup> from SE 27<sup>th</sup> to Mercer Way; however, this is a segment being addressed currently via [Sound Transit] light rail area improvements.
  - Study opportunities for use of innovative methods for pedestrians crossing streets, including use of colored and textured pavements within the City.
  - Strive to build community through the in-person interactions facilitated by active transportation at community connection points (schools, library, community centers, bikeshare hubs, etc.).
  - Prioritize areas near schools and commercial areas for a higher level of service for pedestrians, bicycles, and transit.
- Key implementation strategies relevant to the Town Center Parking Study:
  - Develop a neighborhood parking program to address parking overflow impacts from schools, businesses, parks, and multi-family housing.
  - Continue to involve the public in transportation planning and decisions.
  - Create "transit friendly" design guidelines for new development projects in the Town Center.
  - Implement the City's adopted Commute Trip Reduction program.
  - Work with Metro to reinstate and improve transit services. Explore alternative methods of providing service, such as developing a demand response service.
  - Work with Sound Transit to site, design, and construct high-capacity transit and parking facilities consistent with Land Use and Transportation Policies contained in the Comprehensive Plan that will be available for use by Mercer Island residents.

## Existing Parking Permit Programs

In 2001, the City Council made policy decisions about how to reduce Park & Ride overflow impacts on the north end neighborhood and the Town Center. The overriding objective was to eliminate parking for non-Mercer Island commuters from City streets. The City of Mercer Island has two (2) parking permit programs, the Town Center Commuter Parking Permit and the North Mercer Restricted Parking District (RPD). The locations of the permit areas are shown in [FIGURE 9](#).

Residents can obtain permits at the City Hall Utility Counter or residents can mail in an application. The following information must be provided to obtain a permit:

- Vehicle license plate number and year
- Make and model of the automobile
- A copy of the vehicle registration

For residents with vehicles registered to an address not on Mercer Island, other proof of residence/vehicle ID is required.

For residents driving a vehicle not registered to their home address (e.g., company car), a letter on company stationery stating the following is required:

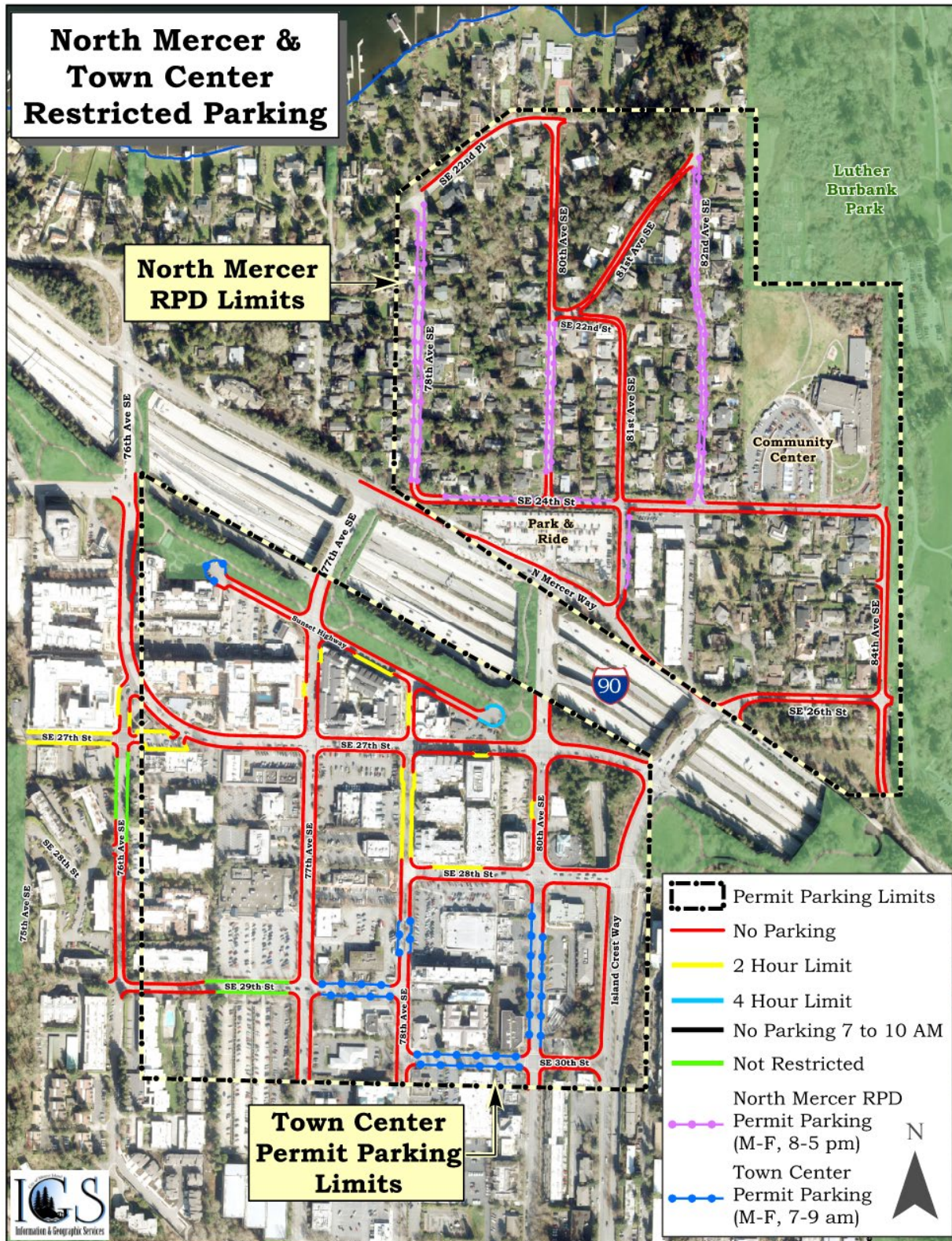
- That the applicant is a company employee and has sole use of a company vehicle.
- The plate number of that vehicle.
- That the vehicle is normally parked at the applicant's Mercer Island home address before and after work.
- The letter must include the company's Washington State Unified Business Number.

Permits are mailed to applicants and are provided in the form of stickers (one color for the North Mercer RPD and another color for the Town Center Commuter Parking Permit). Stickers must be placed on the inside of the rear windshield in the lower corner of the driver's side of the vehicle. Permits are valid for a two (2)-year cycle, and all permits expire December 31 of the second year. Permits are not transferable to other vehicles.

Service vehicles, including City vehicles and utility companies providing emergency repairs, are exempt from posted parking restrictions.



### FIGURE 8 EXISTING MERCER ISLAND PARKING PERMIT AREAS



Source: City of Mercer Island

## Town Center Commuter Parking Permit

The Town Center Commuter Parking Permit program preserves selected public on-street parking spaces for Mercer Island resident use, between the hours of 7:00 a.m. and 9:00 a.m., Monday through Friday. All Mercer Island residents are eligible for a Town Center Commuter Parking permit, which costs five dollars per year. The permit is useful for residents who wish to leave their car, walk to the Park & Ride, and catch a bus to off-Island destinations.

### Permit Program Locations

The Town Center Permit parking program applies to the following streets (shown in [FIGURE 9](#))

- 78th Avenue SE: Parking on both sides between SE 28th Street to SE 29th Street;
- SE 29th Street: Parking on both sides between 77th Avenue SE and 78th Avenue SE;
- 80th Avenue SE: Parking on both sides between SE 28th Street and SE 30th Street; and
- SE 30th Street: Parking on both sides between 78th Avenue SE and 80th Avenue SE.

### Enforcement

Officers enforce parking without a permit in the restricted zone of the Town Center. Enforcement occurs between 7:00 a.m. and 9:00 a.m. on weekdays only. At other times, posted parking regulations apply.

The penalties for violation of the Town Center parking permits are:

- \$35 for parking in a permit-restricted area
- \$250 for unauthorized use of a parking permit

### Number of Permits Issued

The City provided Walker with historical Town Center parking permit data. Typically, The City issues permits in 2-year cycles. Current permits, however, are being issued solely for 2023 pending the outcome of the Parking Study, which will inform the permit process and potential rate change in 2024.

- 2014/2015: 578 permits issued
- 2016/2017: 690 permits issued
- 2018/2019: 799 permits issued
- 2020/2021: 544 permits issued
- 2022/2023: 212 permits issued to-date

## North Mercer Restricted Parking District (RPD)

In 2003, the City of Mercer Island created a restricted parking district in the North Mercer neighborhood to prevent Park & Ride overflow parking. The permits are available for Mercer Island residents whose home address is within the boundaries of the North Mercer RPD. North Mercer RPD permit holders get the same privileges of a Town Center parking permit. North Mercer RPD permits, guest permits, and temporary contractor permits are \$5/permit each year.

### Permit Program Locations

The North Mercer RPD is located north of I-90 and is roughly bounded by SE 22<sup>nd</sup> Street, 78<sup>th</sup> Avenue SE, N Mercer Way, SE 26<sup>th</sup> Street, 84<sup>th</sup> Avenue SE, and 82<sup>nd</sup> Avenue SE.

### Enforcement

The parking restrictions are enforced every weekday. Parking restrictions are not enforced after 5pm.



## Additional Permits

Residents within the North Mercer RPD can also apply for guest parking and temporary contractor parking:

- North Mercer RPD residents can apply for up to two (2) guest parking permits
- North Mercer RPD residents can apply for a permit for a temporary contractor who needs on-street parking in the North Mercer RPD for more than two (2) consecutive days.

## Number of Permits Issued

The City provided Walker with historical North Mercer RPD parking permit data.

- 2014/2015: 161 permits issued
- 2016/2017: 84 permits issued
- 2018/2019: 105 permits issued
- 2020/2021: 79 permits issued
- 2022/2023: 49 permits issues to-date

## Bikeshare Pilot Program

From July 16, 2018, to October 17, 2018, the City of Mercer Island launched a 3-month free-floating bikeshare pilot program intended to provide new mobility options for residents commuting to and from the Park & Ride, as well as other users who may wish to conduct errands or travel around the Island car-free, as a supplement to local public transit options.

For three months, the City and bikeshare provider LimeBike offered a fleet of 25 electric-assist rental bicycles available to any rider. This program was offered in addition to the City's rideshare pilot program (with Lyft and Uber) as another way to help reduce Single Occupant Vehicle (SOV) usage, decrease congestion, and improve mobility options. The costs of the bikeshare program were \$1 to unlock and \$0.15/minute to ride.

Although this pilot has now ended, LimeBike continues to operate on the Island with City permission.

## Ride Share Pilot Program

From April 23, 2018, to October 31, 2018, the City launched a 6-month ride share pilot program through Uber and Lyft to help commuters access the Mercer Island Park & Ride (8000 North Mercer Way) without the need for a personal vehicle. The program was designed to alleviate parking demand at the park and ride facility.

The ride share program only covered travel in Mercer Island and was available Monday through Friday 24 hours/day. All rides were required to originate or terminate at the park and ride.

Fares to ride were discounted and were as follows:

- Phase 1 (April 23, 2018-July 21, 2018) – \$2 per person, per ride
- Phase 2 (August 1, 2018-October 31, 2018) – \$2 per shared ride, \$5 per solo rider

## Current Parking Enforcement Practices

Walker Consultants conducted phone conversations with City staff to better understand current parking enforcement practices in the City. Below are key findings from these discussions:

- Currently, there is one (1) staff member conducting parking enforcement as part of their job duties.

- Three (3) to four (4) patrol officers are typically patrolling the island at one time. They have authorization to conduct parking enforcement but typically focus on moving violations.
- Due to the limited staff allocated to parking enforcement, the officer can never spend a full day conducting parking enforcement.
- Historically, there have been issues with spillover of parking from the park and ride. However, because of the COVID-19 pandemic, and the decrease in commuter travel, there have been fewer issues with parking spillover from the park and ride recently.
- Typically, enforcement is concentrated in the “problem areas” such as near certain multifamily developments.
- Enforcement is conducted in the two (2) hour zones, but, due to the limited enforcement staff available, it is difficult to identify the 2-4-hour violations.
- The most frequent types of violations being issued are expired tags, parking over the 72-hour limit, or parking in no parking zones.
- There are issues with employees and residents parking in commercial parking spaces all day.
- The City uses automated license plate readers (ALPR) to conduct parking enforcement.
- There currently is not a graduated citation fine schedule to address those who conduct repeat parking violations.

## Current Town Center Parking Agreements

The City provided Walker with copies of the following shared parking agreements for properties in the Town Center:

- 7800 Plaza: 7800 SE 27<sup>th</sup> Street – 35 shared spaces available to the public
- Aviara: 2441 76<sup>th</sup> Ave SE – 20 shared spaces available to the public
- The Mercer: 7650 SE 27<sup>th</sup> Street – 35 spaces shared between two buildings within the development
- Hadley: 2601 76<sup>th</sup> Ave SE – 58 shared spaces available to the public

Shared parking agreements are also in place for the following Town Center properties, but copies of the agreements were not available to review:

- 77 Central (2630 77<sup>th</sup> Ave SE) – 16 shared spaces available to the public
- Island Square (2758 78<sup>th</sup> Ave SE) – 48 shared spaces available to the public

### 7800 Plaza: 7800 SE 27<sup>th</sup> Street

7800 Plaza is a mixed-use commercial/residential development located in Town Center. In 2013, a parking agreement was established between the Owner and the City of Mercer Island. Per City of Mercer Island Municipal Code (MICC), because the Owner wished to convert a portion of the buildings to office space, which decreased the percentage of required retail/restaurant/personal services on the ground floor below 60%, public parking must be provided. Per the agreement, a total of 35 spaces were made available to the public.

The following requirements are placed on the public spaces:

- The public must have 24-hour access to the spaces on a first-come, first-served basis.
- Each public space must be clearly marked with signage, which is subject to City approval.
- The Owner may establish a maximum parking time limit no less than two (2) hours.
- The Owner may designate one (1) or more public spaces exclusively for electric vehicle charging for use by the public or an operator of a car sharing service that makes vehicles available for public use.
- The Owner can require that the motorist parking in the public space patronize at least one business in the development, but the motorist is entitled to leave the development without moving their vehicle.

- The Owner cannot charge for parking in the public parking spaces unless the Owner demonstrates (and gets City approval) that parking fees are necessary to achieve parity because most of the short-term public parking in the Town has become fee parking.

## Aviara: 2441 76th Ave SE

Aviara is a mixed-use commercial/residential development located in Town Center. The developer requested to replace 20 standard parking spaces with 10 tandem spaces. Based on materials provided to the City, the City agreed that there would be sufficient parking with the proposed change (per the projected parking demand for the building and per the City's minimum parking requirements). As consideration for allowing the changes to the number of standard parking spaces, the City and the Owner entered into an agreement in which the Owner was required to set aside 20 parking spaces for public use (not allocated to a particular tenant).

The following requirements are placed on the public spaces:

- The public spaces must be made available to the public on a first come, first-served basis.
- The public space must be clearly marked stating "unreserved parking stalls – general public use."
- The Owner may establish a maximum parking time limit no less than three (3) hours.
- The spaces must be open no later than 8:00 a.m. and close no earlier than 9:00 p.m. or until all businesses in the building have closed, whichever is later.
- The Owner cannot charge for parking in the public parking spaces unless the Owner demonstrates (and gets City approval) that parking fees are necessary to achieve parity because most of the short-term public parking in the Town has become fee parking.

## The Mercer: 7650 SE 27th Street

In 2005, the applicant proposed to build approximately 235 market-rate units, 18,000 square feet of retail/restaurant/office/live-work and/or service space, and 398 parking spaces. The applicant proposed to construct the Project in two phases, the first phase denoted as "Building A" and the second phase denoted as "Building B." A perpetual parking easement agreement was established in 2005 to address any shortfall of parking for Building A created during the construction of Building B. The agreement is established between the two building owners and allows for 35 parking spaces to be accommodated on the Building B portion of the property. This shared agreement is unique in Town Center in that it explicitly prohibits walk-off parking.

## Hadley: 2601 76th Ave SE

The Hadley is a mixed-use retail/residential development located in Town Center. The applicant proposed a mixed-use building with approximately 209 apartment units, 11,000 square feet of retail and commercial space, and 214-267 parking spaces. Per the development agreement between the applicant and the City, a minimum of 58 parking spaces shall be made available for public parking.

The following requirements are placed on the public parking spaces:

- The Owner may establish a maximum parking time limit no less than two (2) hours.
- The Owner can require the motorist patronize at least one business in the development but otherwise will be entitled to leave the development without moving their vehicle.
- The City shall require a greater number of parking spaces be available for public parking during periods when residential use of parking is expected to be less than the parking supply, considering the shared parking concept.

# Regulatory Analysis

## Town Center Parking Requirements

The Mercer Island City Code (MICC) establishes Town Center Development and Design Standards, including standards for parking, vehicular, and pedestrian circulation. The following key objectives apply for parking, vehicular, and pedestrian circulation, as relevant to the parking study:

- The Town Center should be accessible for vehicles but have an emphasis toward the needs of pedestrians.
- Development should maintain mobility and maximize opportunities for alternative modes of transportation.
- The harmonious integration of pedestrian and transit user circulation should be considered in every aspect of site design.
- Development shall provide adequate parking with safe and convenient pedestrian access.
- Parking stalls shall be located within a structure, underground, or behind buildings.
- Parking structures should not dominate the street frontage and must blend with the building's architectural theme.
- Creatively designed, clean, and functional pedestrian connections are encouraged to provide access through-blocks, between properties, and/or to and from the public right-of-way.

**TABLE 3** summarizes the current parking requirements in the Mercer Island Town Center. These requirements apply to new development and remodels greater than 10% of the existing gross floor area.

FIGURE 3 MERCER ISLAND TOWN CENTER PARKING REQUIREMENT

	Requirement <sup>1</sup>	Metric
<b>Retail</b>		
General Retail	2-3	Per 1,000 SF GFA
Restaurant/Deli/Bakery/Food	5-10	Per 1,000 SF GFA
Hotel	See Metric Column	1 per guest room plus $\frac{2}{3}$ per employee on shift, plus 5 per 1,000 square feet of retail/office
<b>Office</b>		
Financial Services	3-5	Per 1,000 SF GFA
Health/Barber/Beauty	4-5	Per 1,000 SF GFA
Other Professional Services	3-5	Per 1,000 SF GFA
<b>Residential</b>		
Non-Senior	1-1.4 <sup>2</sup>	Per Unit
Senior	0.3-1	Per Unit
<b>Libraries/Museums/Public Buildings</b>	3-5	Per 1,000 SF GFA
<b>Assembly or Meeting Spaces</b>	See Metric Column	1 space for 3 seats up to 1 space for 5 seats, plus 2 spaces for 3 employees
<b>Other Uses – Non-specified</b>	See Metric Column	As determined by the code official

<sup>1</sup>For mixed-use or residential projects, if an applicant provides more parking than 1.25 spaces/dwelling unit for any part of a project consisting of residential units or 2.5 spaces/1,000 SF for any part of a project that is not used for residential units, such additional parking shall either be underground or on the second or higher story of structured parking.

<sup>2</sup>Site specific deviations to allow less than 1 stall per unit may be allowed based on a detailed parking analysis and with approval of the code official.

Source: Mercer Island City Code Section 19.11.130.

Most of the land uses listed in the table above have a range of parking requirements. The code official has the final authority to determine the number of parking stalls required within the ranges to accommodate typical daily peak parking demand based upon the applicant's submittal of a completed site plan and detailed parking analysis.

## Town Center Shared Parking

When shared off-street parking facilities for two or more uses are proposed, the City code allows for parking reductions of up to 50% due to shared parking. A parking demand study prepared by a professional traffic engineer is required that demonstrates parking demand for all land uses shall not significantly overlap and that uses will be served by adequate parking is shared parking reductions are authorized.

Shared parking applies to both single on-site common parking facilities and off-site facilities. If off-site facilities are used, all facilities must be connected to improved pedestrian facilities and no building or use should be more than

1,320 feet walking distance from the most remote shared parking facility. For shared parking owned by one or more different property owners, a covenant or other contract for shared parking is required.

## Town Center Parking Design Standards

The required parking stall dimensions are as follows:

- Standard stall: 9' by 18.5'
- Compact stall: 8.5' by 16'
  - No more than 50% of the required spaces for office and residential uses can be designed for accommodating compact vehicles.
  - No more than 25% of the required spaces for all other uses can be designed for accommodating compact vehicles.

The parking aisle width requirements are as follows:

- One-way traffic
  - 18' for parking angled at 45° or higher
  - 12' for parallel parking
- Two-way traffic: 24'

Additional design standards that apply to Town Center include:

- Restricting vehicular and pedestrian access between adjoining parking lots at the same grade is prohibited.
- Location of surface parking
  - All surface parking lots shall be located behind building structures.
  - Parking lots shall not be located on a corner facing an intersection.
- Design of surface parking and pedestrian access
  - The number of parking lot entrances, driveways and curb cuts should be minimized in favor of combined driveways and coordinated parking areas among business owners. Individual parking entrances and curb cuts on 78<sup>th</sup> Avenue SE should be consolidated.
  - Pedestrian walkways should be provided through all parking lots. Raised concrete pavement should be provided where the walkway traverses between parking stalls and/or is adjacent to vehicular circulation.
  - All parking areas, landscaping areas, and driveways should be surrounded by six-inch-high vertical concrete curbs.
  - All landscape and pedestrian areas should be protected from encroachment by parked cars. Wheel stops two feet wide (as measured outward from the paved or planted area) should be constructed for all nonparallel parking stalls.
  - Amenities such as seating and planters should be provided to encourage pedestrian circulation.
- Design of parking structures
  - Parking structures should be architecturally integrated or designed with an architectural theme like the main building.
  - A floor of a parking structure should not face the street. If the design commission determines that there is no feasible alternative to a street-facing floor of a parking structure, then the perimeter of the floor of a parking structure facing the street should have a screening mechanism designed to shield vehicles and any mechanical appurtenances from public views.
  - An architectural treatment, landscaping, and/or space for pedestrian-oriented businesses along the street-side edges of the parking structure shall be provided.
  - Where possible, pedestrian elevators and stairwells serving structured parking shall be in a public lobby space or out onto an active public street.



- Signs indicating the location of parking available to the public shall be installed as approved by the design commission and city engineer. Such signs shall be installed at the entrance to the parking lot/garage along the street and within the parking lot/garage and shall comply with parking signage standards for the Town Center approved by the design commission and city engineer.
- Off-street loading space with access to a public street shall be required adjacent to or within or underneath each building. Such loading space shall be of adequate size to accommodate the maximum number and size of vehicles simultaneously loaded or unloaded in connection with the business or businesses conducted in the building. No part of the vehicle or vehicles using the loading space may protrude into the public right-of-way.
- Drive-through facilities and stacking lanes should not be located along the street frontage of a building that faces a right-of-way. Stacking lanes shall be designed to accommodate all vehicles on site, and no part of a vehicle using a drive-through facility shall protrude into the public right-of-way.
- On-site public parking is required for any new mixed use or nonresidential development. The requirements do not prevent a building owner from designating parking spaces as being available to the public exclusively for electric vehicle charging or as being available exclusively to an operator of a car sharing service that makes vehicles available for public use. The public parking requirements should avoid conflict with the shared parking requirements.
  - All parking stalls provided for nonresidential uses, or if the primary use in the building is office then for nonoffice uses, or if the primary use of the building is hotel/motel then for non-hotel/motel uses, shall be available for public parking; provided, however, parking stalls that the code official concludes were required to be dedicated for the use of a specific tenant in accordance with a written lease provision in effect as of January 12, 2013, and which were specifically signed for that purpose on January 12, 2013, may be excluded from this requirement until the earlier of the expiration, termination, modification or amendment of the lease.
  - Public parking stalls shall be available to motorists for such maximum time as is determined by the owner, which shall not be less than two hours.
  - An owner may require that the motorist patronize at least one business in the development but otherwise the motorist will be entitled to leave the development without moving the parked vehicle, subject to the maximum time specified by the owner.
  - Once public parking is provided, it may not thereafter be eliminated unless the development changes use that does not require public parking.
  - Public parking under this provision shall not be required for a new mixed use or nonresidential development that is: (i) two stories or less, and (ii) no greater than 10% of the total gross floor area of all existing structures on the parcel as of October 30, 2015.
- Up to 50% of parking spaces required for offices uses may be allocated for residential uses between 6:00 p.m. and 7:00 a.m. weekdays and at all times on weekends and national holidays.

## Guidance from the 2016 Town Center Vision

The Town Center Vision Statement<sup>4</sup> describes a lively, livable, economically active Town Center that meets the needs of daily users and has a small-town feel. This vision is a place where people can live, work, and play amidst parks and well-landscaped streets, with safe transportation options for people of all abilities and travel choices. Outdoor spaces are enlivened with water features, gathering areas, outdoor dining, and greenery. Space dedicated to housing, businesses, offices, and other users are attractive and create a fine-grain, human-scale town core. Relevant to this parking study, the Town Center Vision describes a place where parking is available but not dominate, uses are geared towards people travelling by foot or bicycle, and streets provide travel options for everyone.

<sup>4</sup> "Draft Updated Town Center Vision Statement" City of Mercer Island, accessed December 19, 2022.  
[https://www.mercerisland.gov/sites/default/files/fileattachments/community/page/9321/draftupdated\\_tc\\_visionstatement-2015.pdf](https://www.mercerisland.gov/sites/default/files/fileattachments/community/page/9321/draftupdated_tc_visionstatement-2015.pdf)

## Guidance from the Mercer Island Comprehensive Plan

The Mercer Island Comprehensive Plan, last updated in 2016<sup>5</sup>, describes local land use policies that will be coordinated with transportation plans to provide safe, functional surfaces for vehicles, bikes, and pedestrians while avoiding local “gridlock.” Pedestrian walks linking activities will continue to be a high community priority. A detailed summary of the Comprehensive Plan’s Land Use Element<sup>6</sup> and Transportation Element<sup>7</sup> is available in Appendix D. A summary of objectives relevant to this Study includes:

- Create a mixed-use Town Center with pedestrian scale and connections. (Land Use Goal 1)
- Be convenient and accessible to people of all ages and abilities, including pedestrians, bicyclists, transit users, and motorists. (Land Use Goal 6)
- Encourage improved access to transit, bicycle, pedestrian, and shared parking facilities to reduce trip generation and provide transportation alternatives, particularly for secondary trips once users reach the Town Center. (Land Use Goal 9.2)
- Encourage the most efficient use of the transportation system through effective management of transportation demand and the transportation system. (Transportation Goal 1)
- Balance the maintenance of quality Mercer Island neighborhoods with the needs of Mercer Island's transportation system. (Transportation Goal 9)
- Ensure parking standards support the land use policies of the Comprehensive Plan. (Transportation Goal 11)
- Promote bicycle and pedestrian networks that safely access and link commercial areas, residential areas, schools, and parks within the City. (Transportation Goal 12)

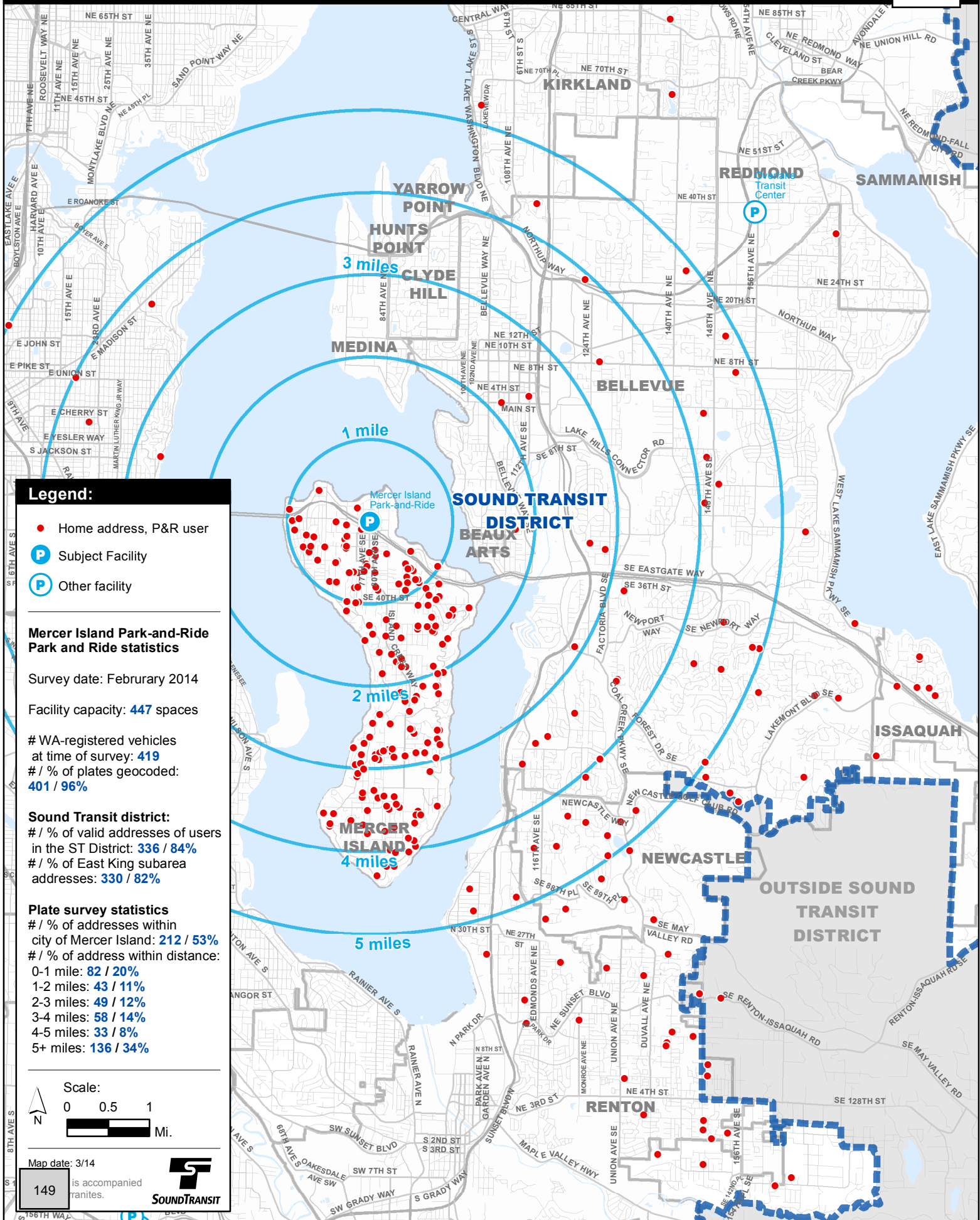
<sup>5</sup> As of the publication of the Town Center Parking Study in early 2023, the City of Mercer Island was updating the Comprehensive Plan, including adding an Economic Development element.

<sup>6</sup> “Mercer Island Comprehensive Plan, 2. Land Use Element, V. Land Use Policies, Town Center”. City of Mercer Island, accessed December 19, 2022. [https://library.municode.com/wa/mercer\\_island/codes/comprehensive\\_plan?nodeId=MEISCOPL\\_2LAUSEL\\_VLAUSPO\\_TOCE](https://library.municode.com/wa/mercer_island/codes/comprehensive_plan?nodeId=MEISCOPL_2LAUSEL_VLAUSPO_TOCE)

<sup>7</sup> “Mercer Island Comprehensive Plan, 4. Transportation Element, II. Transportation Goals and Policies”, City of Mercer Island, accessed December 19, 2022. [https://library.municode.com/wa/mercer\\_island/codes/comprehensive\\_plan?nodeId=MEISCOPL\\_4TREL\\_IITRGOPO](https://library.municode.com/wa/mercer_island/codes/comprehensive_plan?nodeId=MEISCOPL_4TREL_IITRGOPO)

# Mercer Island Park-and-Ride License Plate Survey

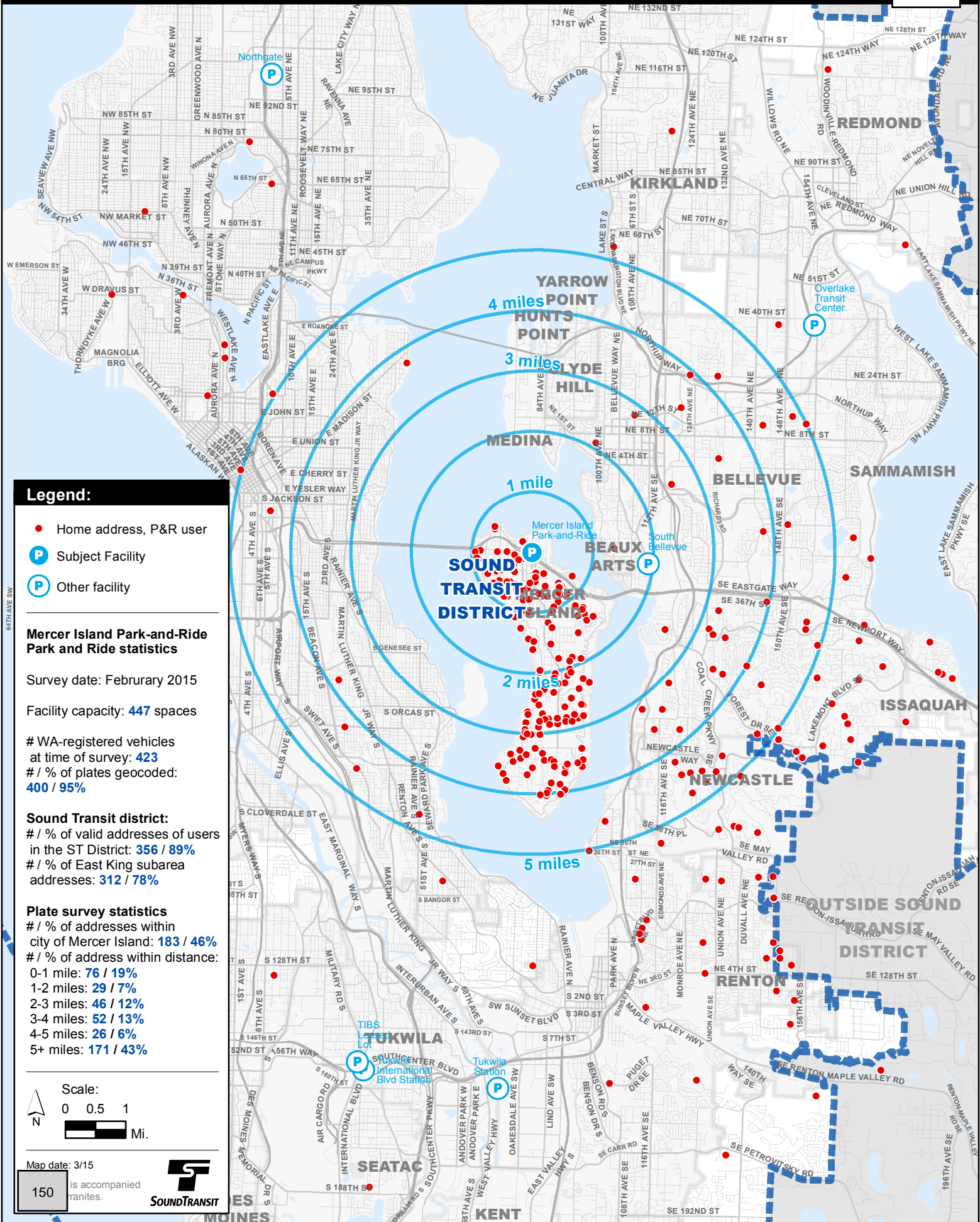
Item 9.





# Mercer Island Park-and-Ride License Plate Survey

Item 9.



Action	Status	Details
Update parking counts, including collecting data on the Mercer Island Park & Ride and the Town Center & North Mercer Restricted Parking District (RPD) permit programs.	Ongoing <i>(Complete for 2023)</i>	<p><b>Early Implementation Summary:</b> The City contracted with IDAX Data Solutions to update the 2022 Town Center parking occupancy and duration (i.e. length-of-stay) counts in June 2023. IDAX conducted the 2022 counts and replicated the previous methodology while also adding data collection at the Mercer Island Park &amp; Ride and the North Mercer Restricted Parking District (RPD). This data collection effort included the following:</p> <p><u>Parking Inventory – June 2023</u></p> <ul style="list-style-type: none"> <li>• Used existing 2022 inventory</li> <li>• Conducted new inventory of Mercer Island Park &amp; Ride and North Mercer Restricted Parking District (RPD)</li> </ul> <p><u>Weekday Counts – Thursday, June 8, 2023</u></p> <ul style="list-style-type: none"> <li>• All counts conducted with runs at 10am, noon, 2pm, 4pm, 5pm, 6pm, and 8pm</li> <li>• Occupancy and duration counts conducted for all on-street parking spaces in Town Center zone and RPD</li> <li>• Occupancy counts for all off-street spaces (surface lots, parking garages, etc.) in Town Center zone and Mercer Island Park &amp; Ride</li> <li>• Duration was conducted for each space inventoried in the study using vehicle descriptions (e.g. Black Mercedes SUV)</li> </ul> <p><u>Weekend Counts – Saturday, June 10, 2023</u></p> <ul style="list-style-type: none"> <li>• All counts conducted with runs at 10am, noon, 2pm, 4pm, 6pm, and 8pm</li> <li>• Occupancy counts conducted for all on-street parking spaces in Town Center zone and RPD, and all off-street spaces in Town Center zone and Mercer Island Park &amp; Ride</li> </ul> <p><b>Next Steps:</b> Staff received the data from IDAX on June 23 and are reviewing it to inform future decision-making/implementation of actions and</p>

# AB 6291: Town Center Parking Study Draft Report & Early Actions Implementation Update

## Exhibit 2: Summary of Early Actions

Item 9.

07/05/2023

Action	Status	Details
		improvements. The analysis will be shared with the Council at a future meeting.
Observe ADA parking usage.	Ongoing (Complete for 2023)	<b>Early Implementation Summary &amp; Next Steps:</b> Occupancy and duration counts of all on-street ADA parking in the Town Center zone and RPD were included in data collection conducted by IDAX in June 2023. Staff received the data from IDAX on June 23 and are reviewing it to inform future decision-making / implementation of actions and improvements. The analysis will be shared with the Council at a future meeting.
Evaluate and modify parking citation fees.	In progress	<b>Early Implementation Summary &amp; Next Steps:</b> Staff are researching parking citation fees in neighboring jurisdictions to inform a recommendation for updating the City's citation fees. Per MICC 10.18.080 Parking offenses – Payment and processing, citation rates may be updated by resolution by the City Council.
Improve wayfinding to and promote availability of public parking in Town Center parking garages.	In progress	<p><b>Early Implementation Summary:</b> Early actions to improve wayfinding include the following:</p> <ul style="list-style-type: none"> <li>• GIS staff are creating a map that identifies public parking spaces in Town Center parking garages as well as their parking limits and any other posted requirements. This map will be posted on the City website, shared with Town Center businesses, and publicized through City and partner channels.</li> <li>• Outreach to owners/managers of Town Center parking garages is also being conducted to improve awareness of available public parking on-site. Staff aim to work with those properties to standardized A-frame signage and public messaging about their parking garages.</li> </ul> <p><b>Next Steps:</b> New maps, signage, and other tools to increase awareness of / wayfinding to available public parking will be publicized on the City website and through City channels, shared with Town Center businesses, and distributed through partner channels when ready.</p>

## AB 6291: Town Center Parking Study Draft Report & Early Actions Implementation Update

### Exhibit 2: Summary of Early Actions

Item 9.

07/05/2023

Action	Status	Details
Observe bicycle usage and identify locations for/relocate additional bicycle parking.	In progress	<b>Early Implementation Summary &amp; Next Steps:</b> ROW and Engineering staff are reviewing locations to deploy 2-3 unused bike racks in the Town Center and aim to place additional bike racks in late summer/early fall 2023. Work to study bicycle usage in the Town Center was on hold due to staffing transitions in the City's Sustainability program and until intersection improvements at Sunset Highway and 77 <sup>th</sup> Avenue SE (SP0120) were substantially complete. A plan for evaluating bicycle usage will be developed after a new Sustainability Analyst is onboarded.
Phase in conversion of two-hour parking limits depending on observed congestion/lack of turnover.	In progress	<b>Early Implementation Summary &amp; Next Steps:</b> Staff received the 2023 parking count data from IDAX on June 23. This data will be compared with 2022 counts to begin identifying on-street parking locations that consistently show 85% utilization or greater. A plan for phasing in two-hour parking limits in beginning of 2024 will be presented to the City Council at a future meeting. The plan will include details about public outreach activities to communicate the parking limit changes to assist the community with the transition.





# AB 6291 Town Center Parking Study Update

Mercer Island City Council | July 5, 2023



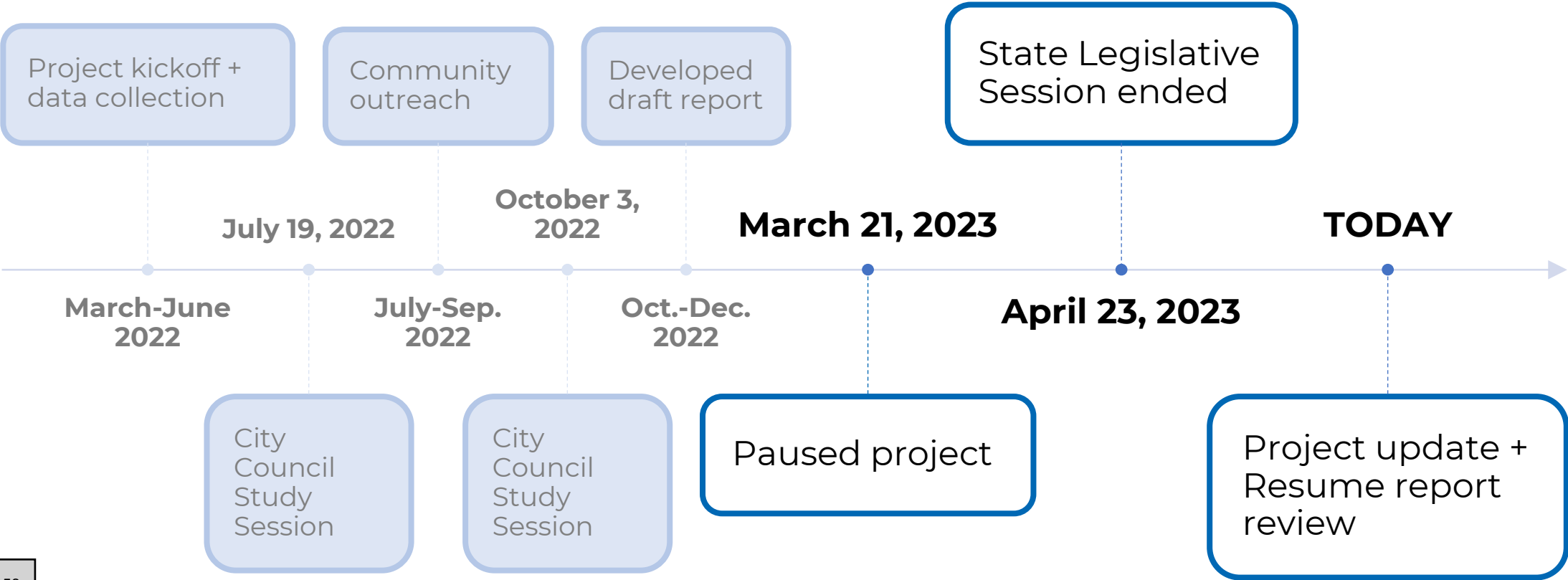




# Agenda

- Washington State Legislative Session Impacts
- Early Actions Implementation
- Recommended Action + Next Steps

# Project Timeline



# Washington State Legislative Impacts

Bills	Pass/Fail	Potential Impacts to Town Center Parking
HB 1110	Passed	Mandates new middle housing density in single-family neighborhoods and prohibits parking min. for new housing within ¼-mi walking distance of future Light Rail. Increased housing density in neighborhoods located north of I-90 that are ¼-mi from Light Rail could push more community members to park in TC zone, which could impact availability of parking in TC.
HB 1042	Passed	Limits ability to impose additional parking requirements for any new housing added to existing buildings, which may push residents of that new housing to use other TC parking options if their units do not supply dedicated parking spaces.
HB 1293	Passed	Requires a code update that limits design review of residential development; currently, parking stall quantities and design are reviewed by the Design Commission as part of the current design review process, which must be updated.
SB 5466	Failed	May return in future; staff will continue to monitor the impacts.

# Early Actions Implementation

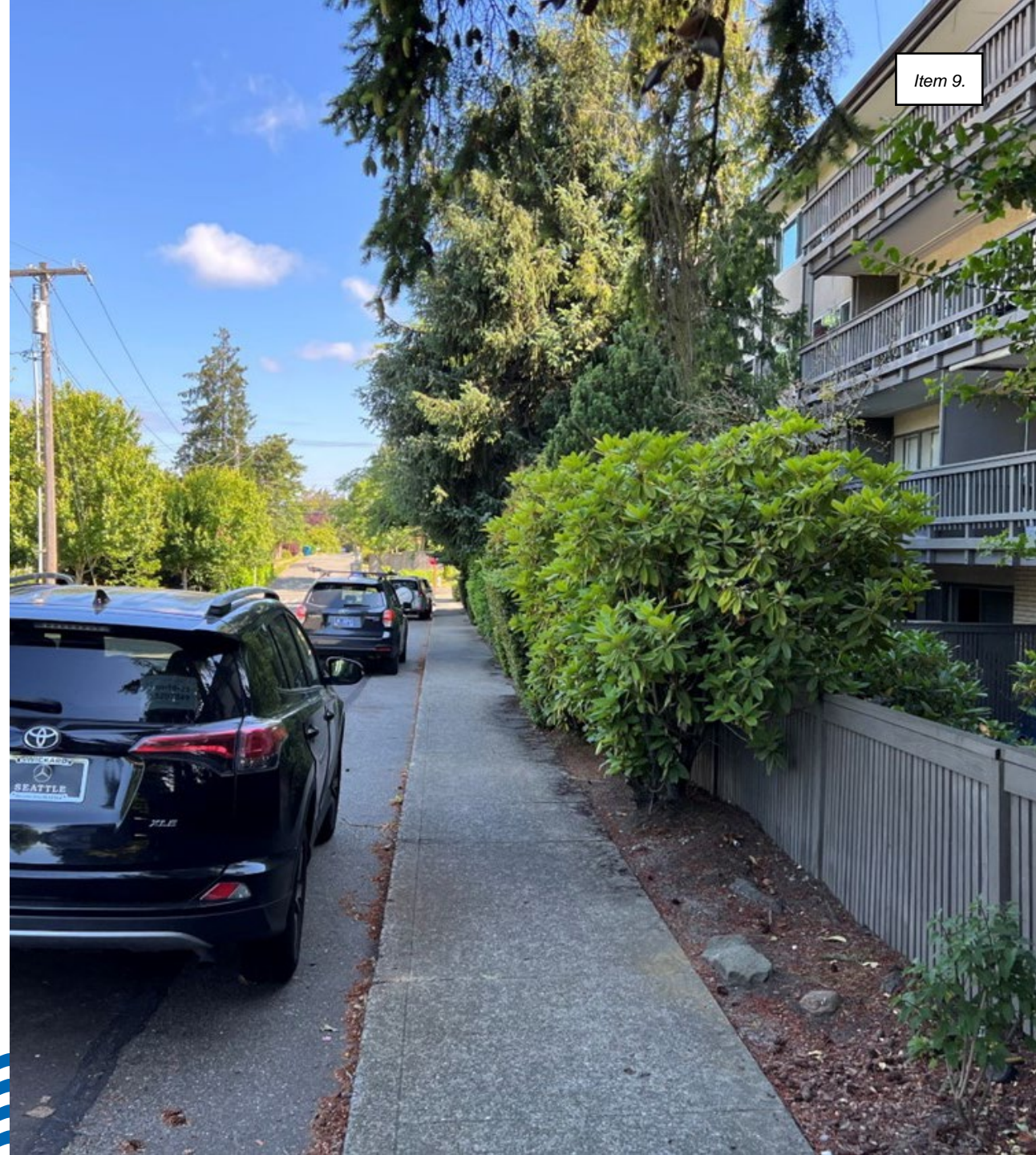
On March 21, the Council directed staff to return with a plan for implementing the following early actions from the Town Center Parking Study Report.

1. Update parking counts, including counting Mercer Island Park & Ride and Town Center/RPD permit zones.
2. Observe ADA parking usage.
3. Evaluate and modify parking citation fees.
4. Improve wayfinding to and promote availability of public parking in parking garages.
5. Observe bicycle usage and identify locations for/relocate additional bicycle parking.
6. Phase in conversion to two-hour parking limits depending on observed congestion/lack of turnover.



# 2023 Parking Counts

- Recommendations 1a, 1b, and 1d.
- Completed by IDAX in June.
- Update includes Mercer Island Park & Ride, North Mercer Restricted Parking District, and on-street ADA parking.
- Highest occupancy for the Park & Ride was observed at 12pm on Thursday, June 8. (67% full)
- **Next step:** Analyze data from IDAX and identify follow-up actions.



# Survey of Regional Parking Citation Fees

City	Citation Fee(s)
Mercer Island	*\$20.00
Seattle	\$52.00
Bellevue	\$44.00
Kirkland	\$45.00
Redmond	\$29.00
Newcastle	\$71.00
<b>Average (not including MI)</b>	\$48.20

- Recommendation 1e.
- \*Fee reverted to statewide standard in 2022 following an audit by the Administrative Office of the Courts (AOC).
- **Next step:** Connect with Municipal Court staff to develop/evaluate proposals for adjusting fees.



# New Wayfinding Tools

- Recommendation 2a.
- GIS created two parking maps:
  - Public Parking Town Center Garages (right)
  - Free Public Parking in Town Center
- Reviewing and finalizing these resources to distribute later this summer.
- **Next step:** Explore options for adding consistent signage on-site at parking garages to improve navigation and increase use.





## Bicycle Usage + 2-Hour Time Limits

- Recommendations 3a and 1a.
- ROW and Engineering staff reviewing locations for unused bike racks and aim to place late summer/early fall 2023.
- Other work related to bicycle usage on hold until new Sustainability Analyst is hired.
- Changing parking time limits requires additional analysis of new parking data.
- Staff will return in 2024 with a proposal for phasing in 2-hour parking limits.



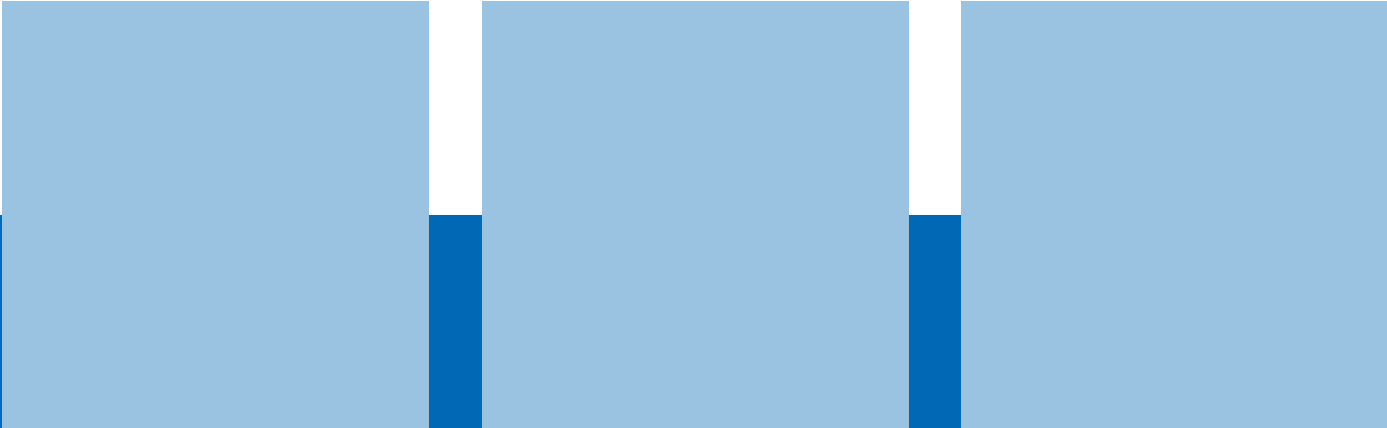
## Recommended Action + Next Steps

- Staff recommend resuming work to finalize and adopt the Town Center Parking Study Report by the end of 2023.
- If this recommendation is accepted, staff will finalize the draft report and publish it on Let's Talk by July 31, 2023.

**<https://letstalk.mercergov.org/tc-parking-study>**

- The community will have the opportunity to review and comment on the draft through mid-September.
- A public hearing will be scheduled for September 19, 2023.

# Questions?





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6307**  
**July 5, 2023**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6307: Interlocal Agreement with Eastside Fire & Rescue for Regional Fire and Emergency Medical Services	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Adopt Resolution No. 1645 approving the Interlocal Agreement with Eastside Fire & Rescue.	

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Jessi Bon, City Manager Robbie Cunningham Adams, Management Analyst
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Resolution No. 1645 approving the Interlocal Agreement with Eastside Fire & Rescue for Regional Fire and Emergency Medical Services 2. Draft Interlocal Agreement for Fire and Emergency Medical Services with Eastside Fire & Rescue 3. Overview of Automatic Aid and Mutual Aid
<b>CITY COUNCIL PRIORITY:</b>	4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community.

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUIRED</b>	\$ n/a

### EXECUTIVE SUMMARY

The purpose of this agenda bill is to present the City Manager's recommendation on regional fire services and to present a draft Interlocal agreement with Eastside Fire & Rescue (Exhibit 1 and 2).

- The City Council directed the City Manager to seek proposals for regional fire services from the City of Bellevue and Eastside Fire & Rescue at the April 4, 2023 City Council meeting (see [AB 6249](#)).
- The City posted the request for proposals (RFP) for regional fire services on the City's Let's Talk Page and received timely proposals from the City of Bellevue and Eastside Fire & Rescue.
- On May 2, 2023 the City Council created the Regional Fire Service Proposal Review Ad Hoc Committee to assist the City Manager with review and evaluation of the regional fire service proposals (see [AB 6264](#)).
- On June 6, 2023 staff presented an initial overview and analysis of the regional fire services proposals to the City Council (see [AB 6283](#)).
- During the June 20, 2023 City Council meeting, the City Council held an Executive Session to discuss collective bargaining and potential litigation on matters related to adoption of a regional fire model.

After the Executive Session concluded the City Council returned to the open portion of the City Council meeting and passed a motion directing the City Manager to begin negotiating an agreement with Eastside Fire & Rescue for regional fire services.

- Regionalization of the City's Fire services will maintain or enhance current levels of service while balancing the shared responsibility for long-term cost-effective fire and emergency medical service delivery.
- The City Manager is recommending Eastside Fire & Rescue to provide fire and emergency medical services to the City of Mercer Island. Eastside Fire & Rescue's long-time experience as a dedicated fire agency; proven model concerning public safety, resource sharing, and shared governance; increased wages, benefits, and career opportunities for Mercer Island Firefighters; and strong history of collaboration with the City of Mercer Island provide assurances that they are well-suited to partner with the City of Mercer Island on these services.

The City Manager is seeking City Council approval of Resolution No. 1645 (Exhibit 1), approving the execution of the interlocal agreement ("ILA") with Eastside Fire & Rescue, and authorizing the City Manager to prepare and execute additional measures or documents that may be necessary to effectuate the ILA (Exhibit 2). Additional support materials explaining Automatic Aid and Mutual Aid were also developed to address questions posed by the City Council and community members (Exhibit 3).

## BACKGROUND

During the April 4, 2023 City Council Meeting, the Council authorized and directed the City Manager to seek proposals from the City of Bellevue and Eastside Fire & Rescue ("Eastside") for a regional fire service model (see [AB 6249](#)). The City posted the [request for proposals \(RFP\) for regional fire services](#) on the City's Let's Talk Page and received timely proposals from the [City of Bellevue](#) and [Eastside Fire & Rescue](#).

The City Council discussed the process to evaluate these proposals during its Meeting on May 2, 2023 (see [AB 6264](#)). Acting on the City Manager's recommendation, the City Council created the Regional Fire Service Proposal Review Ad Hoc Committee to assist the City Manager with review and evaluation of the proposals in May and June of 2023. The City Manager, City Staff, and the Ad Hoc Committee met several times in May to review and evaluate the proposals in preparation for a presentation and update to the City Council.

During the June 6, 2023 City Council Meeting (see [AB 6283](#)), staff presented an initial overview and analysis of the regional fire services proposals received from the City of Bellevue and Eastside Fire & Rescue, including an initial financial analysis.

During the June 20, 2023 City Council meeting, the City Council held an Executive Session to discuss collective bargaining and potential litigation on matters related to the adoption of a regional fire model. After the Executive Session concluded the City Council returned to the open portion of the City Council meeting and passed a motion directing the City Manager to begin negotiating an agreement with Eastside Fire & Rescue. They also directed the City Manager to return to the City Council with an agenda bill presenting the City Manager's recommendation.

Additional information on the consideration of a regional fire services model is available on the City's [Let's Talk page](#), including the Request for Proposals and responses from the City of Bellevue and Eastside Fire & Rescue.

## ISSUE/DISCUSSION

After completing a thorough review of the proposals and negotiations with Eastside Fire & Rescue, the City Manager is recommending the City Council execute the attached interlocal agreement with Eastside Fire & Rescue for fire and emergency response services to the City of Mercer Island (Exhibit 1 and 2). A summary of the basis for this recommendation is provided below.

### Adoption of a Regional Fire Services Model

The purpose of adopting a regional fire service model is to maintain or enhance current levels of service while balancing the shared responsibility for long-term cost-effective fire and emergency medical service delivery. A regional collaboration would allow the City to offer even stronger fire and emergency medical services to the Mercer Island community, with more cohesion, more consistent leadership, and a deeper bench of resources, specialty services, and growth opportunities.

### Eastside Fire & Rescue's Experience as a Dedicated Fire Agency

For over twenty years, Eastside Fire & Rescue has served as an organization singularly dedicated to providing fire and emergency services. Eastside operates as a consortium of many similar sized cities and towns with a shared governance model and commitment to equitable partnership. Eastside operates as a governmental-non-profit that focuses only on providing fire and emergency response services. Their board includes representatives from member cities and regional fire districts, providing a diverse array of stakeholders who hold each other accountable and provide input from differing perspectives. This model provides a high level of accountability to the leadership of Eastside.

Eastside has proven the effectiveness of their model concerning public safety, resource sharing, and shared governance. The City Manager believes this is the best model for the City of Mercer Island. Mercer Island has already successfully partnered with Eastside for interim fire leadership and apparatus repair and maintenance for nearly three years.

### Increased Wages, Benefits, and Career Opportunities for Mercer Island Firefighters

The City of Mercer Island is in a competitive job market for employees, especially fire service employees. The City has experienced attrition in its fire service due to competing fire agencies who have higher pay, benefits, and career opportunities.

Eastside provides the highest level of total compensation of the three options considered, while continuing to provide cost efficiencies and savings to the City. The Eastside staffing model provides 7 on-island fire service staff members, matching what is existing today. This includes the preservation of an on-island stationed Battalion Chief. This ensures the staffing remains the same as exists currently, preserving the work arrangement for existing staff. Additionally, the staffing model of Eastside offers 11 promotional opportunities for Mercer Island firefighters.

Eastside has in recent years demonstrated an ability to negotiate high quality and equitable collective bargaining agreements in a regular cadence, and typically in multi-year agreements. This provides more certainty for both employees and management.

This increase in pay and opportunities strengthens the ability to attract and retain talented employees, stabilizing fire services on Mercer Island.

### Cost Savings and Efficiencies

While cost savings was not the singular driver for considering adoption of a regional fire services model, it is an important aspect in evaluating this transition.

As discussed during the June 6 2023 City Council meeting, either proposal would have provided efficiencies and cost savings compared to maintaining a standalone city fire department. Initial staff analysis suggests an estimated savings of \$260,000 in 2024 through a regional model with Eastside compared to estimated costs with an independent stand-alone Mercer Island fire department. These savings are realized through shared leadership and administrative overhead, economies of scale regarding management of fire apparatus and equipment, and more efficient shift scheduling.

The City Manager also anticipates additional workload reductions will be realized for internal staff teams that support various Fire Department operations as many of these duties will transfer to Eastside Fire & Rescue. Preliminary analysis identifies potential cost savings in legal services and a reduction in some functions of payroll and benefits management. Other internal services that will see a workload reduction on fire-related issues include finance, human resources, customer service, legal, IT, GIS, fleet, and facilities.

While there will be one-time costs in the short-term related to the transition to Eastside, regionalization will result in long-term savings to the City compared to maintaining a stand-alone independent fire department.

### Training Consortium

Eastside Fire is one of 15 King County Fire agencies (there are 21 including Seattle) that train under the South King County Training Consortium (SKCTC). Being part of this consortium provides for top tier consistent training, as all 15 agencies receive the exact same training by a robust professional full-time training staff. Mercer Island is currently a part of East Metro Training Group.

The SKCTC provides an opportunity for Mercer Island firefighters to receive training on a larger array of equipment and across more specialties, including working alongside the many specialty technicians across the Eastside Fire and SKCTC network. Compared to the East Metro Training group, SKCTC provides four training towers compared to one, a larger and diverse training area (additional types of rivers, water rescue contexts, types of buildings, an airport, etc.), different apparatus for training, including types of apparatus that only exists in zone 3, and over 20 professional and full-time training officers.

New hires to firefighting go through an academy training process prior to beginning their work in the field. Currently, the City of Mercer Island is paying about \$18,000 per recruit for training, which is in addition to the base fees for training. SKCTC has dedicated training officers, meaning this \$18,000 per recruit cost would no longer apply.

### Technical and Specialized Rescue

Regionalizing with Eastside Fire & Rescue will increase access to training and resources for technical and specialized rescue response capabilities for firefighters serving on Mercer Island. An example of this includes Eastside's membership with the Eastside Hazardous Materials Consortium (HazMat). Eastside's Fire Station 73 houses one of four hazardous materials response units in Zone 1. Zone 1 includes Shoreline Fire, Bothell Fire, Eastside Fire & Rescue, Duvall Fire, Fall City Fire, Kirkland Fire, Redmond Fire, Snoqualmie (City) Fire, Mercer Island Fire, and Bellevue Fire. Having opportunities to routinely train with and have internal access to this apparatus and technicians will provide new opportunities for training on this crucial skillset. Additionally,

partnering with Eastside will provide opportunities to train Eastside's HazMat teams on the specific contexts of emergency response on Mercer Island.

Finally, Eastside is the leader of Wildland (forest fire fighting) response in Western Washington and every Eastside firefighter can receive training on Wildland response and receive state certification, an opportunity only available to six of the City's staff currently. Firefighters staffing Mercer Island stations will be able to better understand and identify hazards and respond accordingly as planned in the Pioneer Park Fire Mitigation Plan.

#### Other Programs and Services

Although not detailed in the interlocal agreement, there will be continuity of services and continuation of community programs and partnerships under the regional services model. For example, Mercer Island firefighters regularly visit schools on the Island to promote public safety and fire prevention. These services will continue under the Interlocal agreement with Eastside Fire & Rescue. The Fire Department will also continue to participate in special events, such as Summer Celebration, and provide standby Aid Car support at the Mercer Island High School Football games.

The Mobile Integrated Health program (MIH) will also continue to be led by the City's Youth and Family Services Department with support from firefighters serving Mercer Island.

#### IAFF Local 1762

The City of Mercer Island firefighters are organized under the International Association of Firefighters (IAFF) Local 1762, which is a collective bargaining group. The City Administration has met with IAFF Local 1762 leadership members over the past two months to bargain the impacts of fire employees transitioning to another agency.

The City and IAFF Local 1762 conversations have been productive and positive, but agreement on the terms of impact bargaining have not concluded. The City Administration will continue to work in good faith to resolve the outstanding issues.

#### **Overview of Draft Interlocal Agreement with Eastside Fire & Rescue**

The relationship between the City of Mercer Island and Eastside Fire & Rescue for regional fire services will be governed by an interlocal agreement (ILA). The draft ILA is included as Exhibit 2. Several highlights of the agreement are discussed below.

This ILA will have a term of 10-years with an implementation date of January 1, 2024. At the conclusion of the initial term, this ILA will automatically renew for successive 10-year terms unless a written notice of termination is given. This ILA sets out levels and types of service provided by Eastside, which matches the level of service currently provided by the Mercer Island Fire Department. The ILA outlines the annual fees, the timing of payment of one-time transition costs and annual ongoing costs, and the methodology for annual adjustment to charges. Ownership, maintenance, and replacement of apparatus, vehicles, equipment, and facilities is also outlined in the ILA.

As a reminder, on June 6, 2023, the staff presented an initial overview and financial analysis of the regional fire services proposals to the City Council (see [AB 6283](#)). The ILA includes an estimated 2024 cost of \$8,018,746 and an estimated one-time transition cost of \$1,241,406.



Should the City Council agree to the terms of the draft ILA, staff have included Resolution No. 1645 (Exhibit 1) for Council approval. This resolution approves the execution of the ILA with Eastside Fire & Rescue and authorizes the City Manager to prepare and execute any additional measures or documents that may be necessary to effectuate the ILA.

## **NEXT STEPS**

The Eastside Fire & Rescue Board is scheduled to review and consider adoption of the Interlocal agreement later this month.

Upon approval of the Interlocal agreement by both parties, Mercer Island and Eastside agree to formulate committees comprised of staff members to work collaboratively prior to the commencement date, to establish procedures to govern implementation issues. Both the City and Eastside also acknowledge that as details emerge during this transition period, there may be a need for additional agreements to address matters not sufficiently covered in the ILA. The City Council will be regularly updated on this process.

The exact final costs of the one-time transition payments will not be known until the end of the year, as they are primarily based on vacation and sick leave balances. A final reconciliation will occur at the end of the year and inform the payment plan for accrued liability.

### **Acknowledgement**

The City of Mercer Island would like to thank both the City of Bellevue and Eastside Fire & Rescue for submitting excellent and thorough proposals and for continually being available for clarification and follow-up from City Staff during the review process. The City thanks both entities for the strong working relationships and is committed to maintaining those relationships into the future.

## **RECOMMENDED ACTION**

Adopt Resolution No. 1645 approving the interlocal agreement with Eastside Fire & Rescue.

**CITY OF MERCER ISLAND  
RESOLUTION NO. 1645**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON,  
RELATING TO FIRE AND EMERGENCY MEDICAL SERVICES; AUTHORIZING  
THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH EASTSIDE FIRE  
& RESCUE FOR REGIONAL FIRE AND EMERGENCY MEDICAL SERVICES**

WHEREAS, the City of Mercer Island currently provides fire and emergency medical services to approximately 6.32 square miles within the City of Mercer Island and the surrounding waters; and

WHEREAS, the City issued a request for proposals to pursue a regional services model for fire services with the intent of providing enhanced fire safety and emergency management services for Mercer Island residents and businesses while reducing costs and improving operational efficiencies; and

WHEREAS, the City recognizes that a regional fire services model would allow the City to access expanded resources and equipment, as well as increased training and career growth opportunities for existing employees, supporting them in their ability to respond to a broad range of emergencies on Mercer Island; and

WHEREAS, Eastside Fire and Rescue, an organization that provides regional fire and emergency medical services to multiple communities, provided a proposal that commits Eastside to maintaining current staffing levels, maintaining the City's ownership of fire facilities and assets, and preserving the City's control over service levels for fire safety and emergency medical services; and

WHEREAS, the City and Eastside Fire and Rescue ("Parties") are authorized, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, to enter into an Agreement to allow the Parties to cooperate with each other to provide high-quality fire and emergency medical services to the public in the most efficient manner possible; and

WHEREAS, the Parties agree that the adoption of this Agreement by the City is categorically exempt from SEPA review, as a governmental procedural action; and

WHEREAS, the City Council finds it is in the best interests of the residents of the Mercer Island to enter into an Interlocal Agreement for Fire and Emergency Medical Services with Eastside under a regional services model;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AS FOLLOWS:

Section 1. Approval of Interlocal Agreement. The City Council hereby approves the execution of the Interlocal Agreement between the City of Mercer Island and Eastside Fire and Rescue for Fire and Emergency Medical Services ("Agreement") in substantially the form accompanying this Resolution as Exhibit A (also Exhibit 2 to AB 6307).

Section 2. Authorization. The City Manager or designee is authorized to prepare and execute any additional measures or documents that may be necessary to effectuate this transaction consistent with the approved form of the document attached and the terms of this

Resolution, including future amendments to the Agreement that are consistent with the City's budget, create no new liability or expense to the City, or trigger no material change in the scope of the Agreement.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE \_\_\_ DAY OF JULY, 2023.

CITY OF MERCER ISLAND

\_\_\_\_\_  
Salim Nice, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Larson, City Clerk

**EXHIBIT A**  
**(Interlocal Agreement between the City of Mercer Island and Eastside Fire and Rescue**  
**for Fire and Emergency Medical Services)**

## INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This Agreement is entered into between EASTSIDE FIRE & RESCUE (“Eastside”), a nonprofit corporation organized under chapter 24.03 RCW, and the CITY OF MERCER ISLAND, WASHINGTON (“Mercer Island”).

### RECITALS

1. Eastside currently provides fire and emergency medical services to the cities of Issaquah, North Bend, and Sammamish and within King County Fire District Nos. 10 and 38 and Woodinville Fire & Rescue, including the city of Carnation and other unincorporated areas in the eastern Puget Sound region.
2. Mercer Island currently provides fire and emergency medical services to approximately 6.32 square miles within the City of Mercer Island and the surrounding waters.
3. Eastside and Mercer Island each maintain and operate their own fire departments to provide fire protection, fire suppression, and emergency medical services in their respective jurisdictions.
4. The governing body of the City of Mercer Island is considering that fire and emergency medical services may be more sustainably, efficiently, and effectively provided to its residents by transitioning these services to a regional fire services agency.
5. The purpose of this Agreement is to allow Eastside to provide fire protection, fire suppression, emergency medical, and related administrative services to Mercer Island.

### TERMS OF AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

#### 1. DEFINITIONS.

- 1.1. The following terms, when used in this Agreement, are defined as follows and in **Exhibit F** hereto:

- (a) “Fire Chief” means the duly appointed Fire Chief, or acting Fire Chief, of Eastside.
- (b) “Material Breach” means either:
  - (i) Eastside’s failure to provide services at the level specified in Section 3 of this Agreement;

- (ii) Mercer Island's failure to pay the amounts specified in this Agreement; or
- (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.

## 2. TERM, RENEWALS, AND TERMINATION.

- 2.1. Initial Term.** This Agreement takes effect on January 1, 2024 ("Commencement Date") and shall remain in effect through December 31, 2033 ("Initial Term") unless earlier terminated for material breach in accordance with Section 2.5. The "Implementation Date" of this Agreement shall be January 1, 2024, unless the parties mutually agree in writing to delay implementation to a later date certain. The Implementation Date is the date on which Eastside's service obligations will begin, Mercer Island's payment obligations begin, and the employees and assets are transferred.
- 2.2. Renewal Terms.** At the conclusion of the Initial Term, this Agreement shall automatically renew for successive ten-year terms (each a "Renewal Term"), unless a written notice of termination is given pursuant to Section 2.3.
- 2.3. Voluntary Termination.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended and substantial planning efforts have been undertaken and relied on. Therefore, termination of this Agreement shall not be effective unless a party transmits to the other party a written notice of termination in January 2031, or in January of the eighth year of any Renewal Term, as applicable. If such written notice is timely provided, the termination shall be effective as of the end of the then-current Initial Term or Renewal Term, as applicable.
- 2.4. Responsibility and Liability Upon Termination.**
- (a) If Eastside lays off any employees as a result of Mercer Island's termination of this Agreement, Mercer Island shall be responsible for payment of accrued employee benefits, continuation of employee benefits required by law, and unemployment compensation for a period not to exceed five years, provided the payments shall not include amounts paid by Mercer Island in annual charges or one-time transition costs. For purposes of this paragraph, "employee" means an individual whose employment with Eastside has been terminated as a direct result of Mercer Island's termination of this Agreement. If Mercer Island establishes its own fire department upon termination of this Agreement, it shall collectively bargain with the International Association of Firefighters Local 2878 ("Eastside Union") to assume employment of laid-off employees upon substantially the same terms of employment as contained in the collective bargaining agreement ("CBA") negotiated

between Eastside and the Eastside Union. If Mercer Island contracts for service with another entity, Mercer Island shall collectively bargain with the Eastside Union and transition employment of laid-off employees to the new entity providing service to Mercer Island.

- (b) Upon termination of this Agreement, Mercer Island shall remain liable and responsible for its pro rata share of all liabilities, payments, and obligations incurred by or attributed to Mercer Island during the Initial Term (or any Renewal Term). In addition, upon termination by Mercer Island, Mercer Island shall be liable for all expenses incurred by Eastside attributable to requests and directions made by Mercer Island pursuant to termination, including payment of overtime if Mercer Island requests that Eastside refrain from hiring employees prior to termination. Within 30 days after the date of termination, Eastside shall settle with Mercer Island all liabilities, payments, and obligations that became fixed on or before the date of termination. Within 30 days after any liabilities, payments, or obligations became fixed after the date of termination, Eastside shall settle such liabilities, payments, and obligations with Mercer Island.
- (c) Eastside shall return all separate real property and separate personal property, as identified in the Exhibits hereto, to Mercer Island on or before the effective date of termination. Eastside shall determine the fair market value of all joint real property and joint personal property. On or before the effective date of the termination, Mercer Island shall receive or pay, as applicable, in cash or property, its percentage or ratio of the net fair market value of any joint real property and joint personal property, as determined in accordance with Eastside's financial statements for the year of termination. If Mercer Island disputes Eastside's determination of fair market value of the joint real property or joint personal property or Mercer Island's proportionate share thereof, Mercer Island shall pay for and accept an appraisal of the fair market value of the property by an appraiser selected jointly by Mercer Island and Eastside.

**2.5. Termination for Material Breach.** Notwithstanding the provisions of Sections 2.2 and 2.3, above, either party may terminate this Agreement in the event of a material breach by the other party, pursuant to the following process:

- (a) The non-breaching party shall provide the breaching party with written notice which sets forth the alleged material breach(es)
- (b) The breaching party shall have 90 days following receipt of the notice from the non-breaching party (the "cure period") to cure such alleged material breach(es), or within such longer period of time as allowed by the non-breaching party in its notice.



- (c) If the breaching party fails to cure such material breaches during the cure period, the non-breaching party may terminate this Agreement upon the expiration of the cure period by providing the breaching party with written notice of termination of this Agreement. In that event, the termination shall be subject to the wind-up provisions set forth in Section 2.5(d). The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.
- (d) In the event of a material breach of this Agreement that has not been cured by the expiration of the cure period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of 12 months after the expiration of the cure period (the “wind-up period”). The wind-up period shall be reduced to six months if the material breach involves Mercer Island’s failure to make the required payments or Eastside’s failure to provide the services required as set forth in Section 3. During the wind-up period, the parties shall coordinate their efforts to transition services in a reasonable and efficient manner. If Eastside continues to provide all services as defined in Section 3 during the wind-up period, Mercer Island will be responsible for all payments required under this Agreement until the conclusion of the wind-up period.

**2.6. Termination Pursuant to Membership in Eastside.** If Mercer Island later decides to join Eastside as a voting member governed by the Eastside Fire & Rescue Interlocal Agreement or any successor agreement thereto (“Eastside ILA”), then the parties to this Agreement shall mutually decide on a termination date and an appropriate plan and process for Mercer Island becoming a member of Eastside, subject to approval by the governing bodies of Eastside’s then-current members through the process provided in the Eastside ILA.

### **3. SERVICES PERFORMED BY EASTSIDE FOR MERCER ISLAND**

- 3.1. Fire Suppression Services.** Eastside shall furnish fire protection, fire suppression, and all hazard emergency response services necessary for the protection of life and property to all properties and persons presently within the boundaries of, or annexed to, Mercer Island, including all real and personal properties owned or leased by Mercer Island. Eastside shall render these services to Mercer Island on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather by providing the most efficient and effective service to the entire area served by Eastside.
- 3.2. Emergency and Non-emergency Medical Services.** Eastside shall furnish emergency medical services, and non-emergency medical services under RCW 35.21.930, to all properties and persons presently within or annexed to

Mercer Island, including all real and personal properties leased or owned by Mercer Island. Eastside shall render these services to Mercer Island on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather by providing the most efficient and effective service to the entire area served by Eastside.

**3.3. Level of Service.** Eastside shall maintain the following staffing levels to support fire suppression and emergency medical services to Mercer Island during the term of this Agreement:

- (a) **Station 91 Staffing.** One engine (cross-staffed with an aid car) and one Battalion Chief truck, with one Battalion Chief; one Officer, one Engineer, and one Firefighter.
- (b) **Station 92 Staffing.** One engine (cross-staffed with an aid car and midi), with one Officer, one Engineer, and one Firefighter.
- (c) **Fire Marshal's Office.** One Fire Marshal.
- (d) **Overall Staffing Levels.** For purposes of this Agreement, the parties anticipate that Eastside will maintain employment of 28 uniformed firefighters and 1 fire marshal that are primarily assigned to the City's Stations 91 and 92 to maintain appropriate coverage at each worksite.

Eastside reserves the right to temporarily modify staffing levels from time to time as circumstances may require in its sole reasonable discretion.

**3.4. Fire Prevention Services.** Eastside shall provide fire prevention and public education services to property owners, residents, and businesses located within Mercer Island's service area. It is assumed that Eastside will, throughout the year, receive from residents, property owners, and/or businesses within the City, requests for other prevention and education services and Eastside will accommodate those requests, as staffing allows, as it would do under similar circumstances for requests elsewhere within the Eastside service area.

**3.5. Fire Marshal Services (fire code compliance and inspection).** Eastside agrees to provide the following fire marshal services for properties and projects within Mercer Island's service area, utilizing State Codes and local ordinances as applicable: pre-construction plan review and approval; testing of sprinkler and other fire suppression systems and detection systems in new construction; occupancy inspections; wood stove inspections; fireworks permits and other related permits; code interpretation in conjunction with construction; inspection of commercial buildings and witness testing of fire alarm systems for certification in new construction; and ongoing existing building, facilities, and properties inspections; and fire investigations. In connection with providing Fire Marshal services, Eastside shall also be

available for periodic meetings with and consulting for appropriate city or county officials. Should an outside resource be required for any plan review services (e.g., third-party peer review, recording fees, etc.), Mercer Island shall reimburse Eastside directly. Additionally, it is understood that the Fire Marshal may be required to assist in other Eastside service areas, just as the Eastside Fire Marshal and Fire Prevention staff may be assigned to Mercer Island. It is the Parties' intention that the Mercer Island Fire Marshal will provide fire marshal services primarily to the City of Mercer Island.

- (a) Eastside shall report fire code violations to the City of Mercer Island and shall cooperate with city and county building and code enforcement officials to administer and enforce the applicable fire codes, but Eastside shall have no direct responsibility for code enforcement, which shall remain the responsibility of the building, planning, and/or code enforcement officers of Mercer Island. Any legal costs incurred by Eastside in the enforcement of fire codes shall be paid by Mercer Island and shall not be an operating expense of Eastside. Any awards of costs, attorneys' fees, penalties, or fines in an enforcement action shall be the property of the enforcing city or county.
- (b) All permits shall be issued by and under the authority of the permitting authorities within Mercer Island's service area. Eastside shall work closely with such authorities as needed to carry out the fire code and ensure a timely and coordinated permitting process.

**3.6. Hazardous Materials Incident Response.** Eastside shall provide operational level hazardous materials response capabilities at the same level currently provided to its service area, either by Eastside employees or by contract. The service to be provided by Eastside does not include cleanup, remediation, or cost recovery from hazardous materials, nor shall Eastside be responsible for response levels beyond that of "Operations" as identified in NFPA 472. Eastside shall not bear any responsibility for any costs of Hazmat Response within Mercer Island's jurisdictional boundaries.

**3.7. Dispatch Services.** Dispatch services shall be provided to Mercer Island through Eastside's contractual arrangement with NORCOM.

**3.8. Fire Chief and Administrative Services.**

- (a) **Fire Chief.** Mercer Island shall designate Eastside's duly appointed Fire Chief, or acting Fire Chief, as the fire chief of Mercer Island. Eastside's Fire Chief shall have and exercise all powers granted to the fire chief in Mercer Island's governing documents. Eastside's Fire Chief shall hire, discipline, discharge, and supervise all employees and volunteers of Eastside, including all employees and volunteers who provide service within Mercer Island's service area.

- (b) **Administrative Services.** Eastside shall provide all administrative oversight and support functions necessary to effectively deliver the services provided under this Agreement, including Mercer Island's accounts payable, accounts receivable, audit, and bookkeeping functions, as well as personnel management and supervision.

**3.9. Mercer Island Addendum.** In addition to the services and associated terms set out in Section 3, Eastside shall provide the services set out in **Exhibit F** hereto in accordance with the terms set out in this Agreement and in **Exhibit F**. Further, the parties acknowledge that the Exhibits to this Agreement may be modified by the City Manager without further action by the Mercer Island City Council, provided the City Manager shall report all modifications to the City Council as soon as practicable following the modification, and provided further that no modifications shall be made without City Council pre-approval where the modification results in a cost increase in excess of budget authority.

#### **4. PAYMENT FOR SERVICES.**

**4.1. Charges Due Annually.** For the services provided by Eastside pursuant to this Agreement, Mercer Island shall pay Eastside the following amounts annually:

- (a) **Personnel Costs.** Personnel Costs consisting of all employee and employee-related expenses, including wages, benefits, and overtime costs incurred to render services described in Section 3. For 2024, Mercer Island shall pay Personnel Costs of \$6,093,411, subject to the adjustments described in Section 4.3(b) below.
- (b) **Operations Costs.** Operations Costs consisting of all operating expenses incurred annually to adequately render services described in Section 3 to Mercer Island. For 2024, Mercer Island shall pay Operations Costs of \$1,065,449, subject to the adjustments described in Section 4.3(a) below.
- (c) **Contract Administration Charge.** An annual Contract Administration Charge equal to 10 percent (10%) of the sum of Personnel Costs and Operations Costs. For 2024, the Contract Administration Charge is \$715,886. The Contract Administration Charge is not subject to the Reconciliation adjustment described in Section 4.3(b) below.
- (d) **Equipment Replacement Charge.** An annual Equipment Replacement Charge to cover routine replacement of items listed in **Exhibit A**. For 2024, the Equipment Replacement Charge is estimated to be \$114,000. The annual Equipment Replacement Charge does not include or offset Mercer Island's apparatus and vehicle replacement obligations under Section 5.6 below.

- (e) **Capital Facilities Maintenance Charge.** An annual Capital Facilities Maintenance Charge to cover routine maintenance of capital facilities to meet the Eastside facility standards as set forth in Eastside Board Policy 0005 (as currently in effect or as subsequently amended). See **Exhibit D**. For 2024, the Capital Facilities Maintenance Charge is \$30,000.

**4.2. Start-Up Costs.** As a one-time fee to cover Mercer Island's proportionate share of Eastside's Liability Reserve Fund, as set forth in Eastside Board Financial Policy 0002, Section 5.5 (as currently in effect or as subsequently amended), Mercer Island shall be responsible for paying Eastside 100% vacation value and 50% sick leave value calculated as of December 31, 2023, provided payment shall occur in three equivalent annual payments, beginning on January 1, 2024..

**4.3. Annual Adjustments to Charges.**

- (a) **Annual Escalator.** The annual charge to Mercer Island for Operations Costs, Equipment Replacement and Capital Facilities Maintenance described in Section 4.1 above shall increase by 3 percent annually.
- (b) **Reconciliation.** The annual charge to Mercer Island shall be subject to the following process to reconcile the Personnel Costs estimated at the beginning of the year to the Actual Personnel incurred by Eastside over the course of the year ("Reconciliation Adjustment"):
- (i) **Actual Personnel Costs.** Mercer Island shall pay to Eastside the Actual Personnel Costs incurred to render services described in Section 3. Actual Personnel Costs shall include the fully burdened rate based on actual wages (including overtime) and benefits paid and accrued during the year.
  - (ii) **Timing.** The initial calculation of Personnel Costs for a particular year shall be established and provided to Mercer Island no later than October 15th based on budgeted personnel cost for the subsequent calendar year, and such budgeted amount shall then be reconciled to the Actual Personnel Costs by no later than March 31st of the year following the contract year. Example: By October 15th, 2024, Eastside will establish a budgeted Personnel Cost for calendar year 2025. Mercer Island will pay this amount for services rendered in 2025. Eastside will then reconcile the budgeted amount to the Actual Personnel Cost and provide Mercer Island with a reconciliation for 2025 no later than March 31, 2026.
  - (iii) **Payment.** Following receipt of the reconciliation from Eastside, Mercer Island shall pay any difference between the initial Personnel Costs and Actual Personnel Costs, no later than April 30th; provided, that if initial Personnel Costs paid by Mercer Island

exceed Actual Personnel Costs for a given year, such difference shall be credited against Personnel Costs due for the following year, unless this Agreement will expire at the end of the year for which such costs were paid by Mercer Island, in which case such difference shall be refunded to Mercer Island.

- 4.4. **Payment Procedures.** Eastside shall invoice and Mercer Island shall pay all invoiced amounts within 30 days. In the event the Implementation Date is established on a date prior to January 1, 2024, the cost of services for that portion of 2023 following the Implementation Date shall be prorated on a 365-day basis. (For example, if the Implementation Date is November 1, Mercer Island would pay 61/365 or 17 percent of the full annual amount.)
- 4.5. **Charges Under RCW 52.30.020.** Eastside may exercise its powers under RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions, or municipal corporations owning real property or improvements within Mercer Island's service area.
5. **PROPERTY OWNERSHIP AND FUNDING.** All real and personal property that is owned or acquired by Mercer Island for use by Eastside in carrying out this Agreement shall be owned and funded as follows:
  - 5.1. **Real Property Ownership.** Stations 91 and 92, and the real property upon which they are situated, and all other real property that is acquired by Mercer Island prior to the Commencement Date of this Agreement shall remain the real property of Mercer Island. Following execution of this Agreement and before the Commencement Date, Mercer Island shall file with Eastside's Fire Chief an inventory of such before-acquired real property. All real property acquired jointly by Mercer Island and Eastside after the Commencement Date shall be the joint real property of Mercer Island and Eastside, and all real property acquired separately by Mercer Island or Eastside after the Commencement Date shall be the separate real property of that party. Eastside shall have exclusive access to and control over all real property listed in **Exhibit B**, attached hereto. Such real property shall be under the exclusive direction and control of Eastside, subject to Mercer Island's right, with reasonable notice, to enter the premises to inspect the facilities and equipment, and to otherwise assure compliance with the terms of this Agreement and applicable laws and regulations.
  - 5.2. **Real Property Maintenance and Repair.** The Eastside Board of Directors shall fund the maintenance and repair of all real property in accordance with **Exhibit C** and **Exhibit D**. **Exhibit D** shall include the establishment and funding of a special account for maintenance and repair of real property. In conjunction with Eastside's budgeting process, the Eastside Board of Directors may, by motion, amend **Exhibit C** and **Exhibit D**. Any such motion

shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement.

- 5.3. **Improvements to Real Property.** The Eastside Board shall determine and carry out all improvements to real property. Upon request by Mercer Island, the Eastside Board may carry out improvements to Mercer Island's separate real property that are paid for entirely by Mercer Island.
- 5.4. **Personal Property Ownership.** Following execution and before the Effective Date of this Agreement, Mercer Island shall file with Eastside's Fire Chief an inventory, a statement of fair market value, and a depreciation schedule of all personal property acquired by Mercer Island prior to the Commencement Date. **Exhibit B**, which is incorporated in and attached to this Agreement, lists and describes the personal property over which Eastside has exclusive access and control while this Agreement remains in effect, and indicates whether the personal property is considered separate personal property of Mercer Island or joint personal property of Eastside and Mercer Island.
- 5.5. **Personal Property Replacement.** The Eastside Board of Directors shall fund, replace, value, and depreciate all personal property listed and described in **Exhibit B** and **Exhibit C**, including the establishment and funding of a special account for replacement of personal property. In conjunction with Eastside's budgeting process, the Board may, by motion, amend **Exhibit B** and **Exhibit C**; provided, that no transfer of ownership of real property from Mercer Island to Eastside may be effectuated without the approval of Mercer Island's City Council. Any such motion shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement. Mercer Island shall provide Eastside with all applicable service and maintenance records, shop manuals, and other documents related to Mercer Island's personal property.
- 5.6. **Apparatus and Vehicle Replacement.** Except as provided in Section 5.7 below, Mercer Island shall be responsible for purchasing replacement apparatus and vehicles to be used by Eastside in providing services under this Agreement in accordance with Mercer Island's adopted capital equipment replacement schedule, attached hereto as **Exhibit E**.
- 5.7. **Capital Improvements.** Eastside shall be responsible for the equipment replacement and capital facilities maintenance expenditures ("Capital Expenditures Program") identified in **Exhibit D**. Eastside shall update its Capital Expenditures Program in conjunction with its budgeting process with input from Mercer Island's City Council. In the event of a dispute between Eastside and Mercer Island over the Capital Expenditures Program or the funding of capital improvements or equipment, such dispute shall be resolved in accordance with the Dispute Resolution process set forth in Section 12.



- 5.8. General Obligations Bond.** Any existing and acquired general obligation bonds by Mercer Island will remain the obligation of Mercer Island.
- 5.9. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfer of records between the parties.
- 5.10. Utilities.** Eastside shall be responsible for payment of all utilities for the real property.
- 5.11. SEPA Mitigation.** Mercer Island, under certain circumstances, has the ability to require actions of mitigation which may have an impact upon fire protection for development or other activities within Mercer Island's service area. Prior to the City of Mercer Island's issuance of a SEPA threshold determination for development or other activity within Mercer Island's service area which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which Mercer Island may require mitigation, Mercer Island and Eastside shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation, if any, to recommend to the City of Mercer Island's SEPA responsible official.

## **6. EMPLOYEE TRANSFERS.**

- 6.1. Employer.** Eastside shall serve as the employer of all employees and shall employ all employees necessary to fulfill the purposes of this Agreement, consistent with applicable laws and regulations. Eastside assumes all retirement system obligations with respect to employees who transition from Mercer Island to Eastside pursuant to this Agreement, except as set forth in Section 6.5 below. The adopted budget of Eastside shall contain sufficient funds to pay all wages, salaries, employee benefits, payroll taxes, and other expenses of employees.
- 6.2. Transition of Mercer Island Employees to Eastside.** In taking on additional personnel to provide services under this Agreement, Eastside will give first consideration to Local 1762 Mercer Island fire employees. Should the individual who serves as the Mercer Island Fire Marshal on the Commencement Date of this Agreement, accept employment and transfer to Eastside, that person will be placed in Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF) Plan 2, as described in Eastside's Response to Mercer Island's Request for Proposal in **Exhibit H**. If the employee filling the position of Fire Marshal as of the Commencement Date of this Agreement transfers to Eastside as the Fire Marshal and later vacates the position for any reason, Mercer Island and Eastside agree to evaluate Mercer Island's need for a Fire Marshal and the Mercer Island City Manager shall have final approval of changes made, if any, to the position of Fire Marshal.

- 6.3. Collective Bargaining.** Each party shall undertake to collectively bargain the impacts of this Agreement upon the respective labor unions representing each party's employees. The Eastside Union and the International Association of Firefighters Union Local 1762 ("Mercer Island Union") shall each independently approve agreements, with Eastside and Mercer Island respectively, establishing the conditions under which the Mercer Island firefighters will be integrated into the Eastside Union.
- 6.4. Indemnification Regarding Mercer Island Personnel Claims.** Mercer Island shall indemnify, defend, and hold Eastside harmless from any and all demands, claims, actions, judgments, or liabilities of any kind (including defense costs and awards of attorney fees) by former Mercer Island personnel, that arise out of or relate to Mercer Island's acts or omissions prior to the Commencement Date of this Agreement.
- 6.5. Mercer Island LEOFF 1 Responsibility.** Mercer Island shall retain the liability for retired LEOFF 1 Mercer Island personnel to include medical and long-term care insurance payments and any other expenses incurred by Mercer Island LEOFF 1 personnel in accordance with Mercer Island policies and procedures.

## **7. OVERSIGHT AND ADMINISTRATION.**

- 7.1. Mercer Island Meetings.** Eastside will provide a Mercer Island Liaison (appointed by Eastside) to attend Mercer Island's City Council meetings and other such duties as assigned by the Fire Chief, provided that such duties do not, in the opinion of the Fire Chief, interfere with or disrupt the overall operation and management of Eastside. The Liaison shall provide Mercer Island's City Council with regular updates on Eastside operations.
- 7.2. Annual Report.** The Fire Chief or designee shall provide an annual report to the Mercer Island City Council regarding the services provided under this Agreement on or before July 1 of each year beginning in 2024.
- 7.3. Administration of Agreement.** The Fire Chief shall be the administrator of this Agreement. The Fire Chief shall have authority to establish administrative policies and procedures to carry out the purposes of this Agreement.

## **8. EXISTING AGREEMENTS.**

- 8.1. Mutual and Automatic Aid Agreements.** Eastside shall assume Mercer Island's contractual responsibility and obligations for the provision of mutual and automatic aid under agreements between Mercer Island and other fire agencies. At such time as these agreements are renegotiated and re-executed, Eastside will represent Mercer Island's interests and shall be signatory to the agreements. Mercer Island's City Council shall not have authority to approve Eastside's execution of mutual aid agreements (or amendments to existing agreements) unless the other parties to such

agreements specifically require that Mercer Island be a named party to such agreements.

## 9. INDEMNIFICATION AND HOLD HARMLESS.

- 9.1.** Mercer Island shall protect, defend, indemnify, and hold harmless Eastside (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of Mercer Island (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement. Eastside shall protect, defend, indemnify, and hold harmless Mercer Island (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of Eastside (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement.

## 10. INSURANCE.

- 10.1. Eastside Insurance.** Eastside shall provide insurance coverage for all of Eastside and Mercer Island's operations (as pertains to this ILA), equipment (as pertains to this ILA), personnel (as pertains to this ILA), and the property set forth in **Exhibit B** incorporated by this reference as if fully set forth herein.

The insurance coverage shall include all risk property insurance, insuring fire station contents at replacement cost, and general liability insurance, including errors and omissions coverage.

## 11. INDEPENDENT MUNICIPAL GOVERNMENTS.

- 11.1. Independent Governments.** The parties recognize and agree that Eastside, its members, and Mercer Island are independent government agencies. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of the parties. This Agreement shall not be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.
- 11.2. No Agency.** Except as specifically provided in this Agreement, neither party has any right, power, or authority to enter into any binding agreement or undertaking with a third party for or on behalf of the other party.
- 11.3. Debts and Obligations.** Neither Mercer Island nor Eastside, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.

- 11.4. Assignment of Resources.** Eastside shall have the sole discretion to temporarily allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the services described in this Agreement are provided within the jurisdictional boundaries of Eastside and Mercer Island.

## **12. DISPUTE RESOLUTION.**

- 12.1.** Prior to any other action, the City Manager and the Fire Chief shall meet and attempt to negotiate a resolution to any and all disputes.
- 12.2.** If the parties are unable to resolve the dispute through negotiation, either party may demand mediation with a mediator selected by mutual agreement. Mediation shall occur within 30 days of the demand for mediation unless the chosen mediator is unavailable within that time frame and the parties agree to a delay to accommodate the mediator's schedule. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and attorney fees.
- 12.3.** If a mediator or the timing of the mediation cannot be agreed upon, or if the mediation fails to resolve the dispute, then either party may submit the matter to the American Arbitration Association for binding arbitration according to its Commercial Arbitration Rules, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a single disinterested arbitrator with both parties sharing equally in the cost of the arbitrator and arbitration. The location of the arbitration shall be mutually agreed or established by the arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and attorney fees.
- 12.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive, and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application, or breach, regardless of whether the dispute is based in contract, tort, a violation of federal law, state statute, or local ordinance, or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded. A party may enforce the final arbitration award in any court of competent jurisdiction.

## **13. MISCELLANEOUS**

- 13.1. Non-Exclusive Agreement.** The parties to this Agreement acknowledge that Eastside retains authority to enter into similar agreements with other municipal agencies.

- 13.2. Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver, estoppel, or abandonment of those covenants, agreements, or options, all of which shall remain in full force and effect.
- 13.3. Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.
- 13.4. Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party is void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment may be made without additional written consent.
- 13.5. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the governing body of each party unless otherwise provided herein. This Agreement may not be modified, supplemented, or otherwise affected by the parties' course of dealing or course of performance.
- 13.6. Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 13.7. Entire Agreement.** This Agreement, together with the Exhibits hereto and Mercer Island's Request for Proposal and Eastside's response thereto (**Exhibit H** hereto), constitutes the entire Agreement between the parties. The written terms and provisions of this Agreement, together with the Exhibits hereto, supersede all prior communications, negotiations, representations, and/or agreements, whether verbal or written, between the parties.
- 13.8. Severability.** If any section of this Agreement or its application to a particular person or entity is adjudicated to be invalid, such action shall not affect the validity of any other section not so adjudicated or its applicability to other persons or entities.
- 13.9. Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall not be construed strictly for or against any party.
- 13.10. Notices.** All notices, requests, demands, and other communications required by this Agreement shall be in writing to the addresses listed below, and, except as provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered to the recipient, or

three calendar days after the time of mailing if mailed by first class mail, postage prepaid.

Eastside Fire & Rescue:  
Attn: Fire Chief  
175 Newport Way NW  
Issaquah, WA 98027

City of Mercer Island  
Attn: City Manager  
9611 SE 36<sup>th</sup> St  
Mercer Island, WA 98040

**13.11. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

**13.12. Survival.** The rights and duties of Sections 2.4, 6, 9, and 12 shall survive expiration or termination of this Agreement.

**13.13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together constitute this one Agreement.

#### ACKNOWLEDGED AND AGREED TO BY:

##### EASTSIDE FIRE & RESCUE

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

##### CITY OF MERCER ISLAND

\_\_\_\_\_  
*Signature*

Jessi Bon  
\_\_\_\_\_  
*Print Name*

City Manager  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

#### APPROVED AS TO FORM:

\_\_\_\_\_  
*Lisa Marshall*  
*Attorney for Eastside Fire & Rescue*

#### APPROVED AS TO FORM:

\_\_\_\_\_  
*Bio Park*  
*Attorney for City of Mercer Island*

## **EXHIBIT A**

### **ASSETS IN EASTSIDE'S EQUIPMENT REPLACEMENT FUND**

Gas Detectors  
SCBA  
SCBA Compressors  
Radios  
Defibrillators  
Thermal Imaging Cameras  
Bunker Gear  
Ballistic Vests  
Mobile Data Computers  
Computers/Computer Equipment  
PT Equipment  
Rescue Tools/Airbags  
Hose  
Pump Test Trailer



**EXHIBIT B****MERCER ISLAND - REAL AND PERSONAL PROPERTY UNDER EASTSIDE'S  
EXCLUSIVE ACCESS AND CONTROL**

Fire Station 91 – 3030 78<sup>th</sup> Ave SE, Mercer Island, WA (Parcel 531510-1155)

Fire Station 92 – 8473 SE 68<sup>th</sup> St, Mercer Island, WA (Parcel 302405-9111)

All vehicles titled to Mercer Island at time of contract implementation (see table below).

#	Description	Replacement Reserve	Year	Life	Replacement Date
521	2018 Pierce Pumper	Apparatus	2018	15	2033
498	2017 Chevy 4WD	Fleet	2017	10	2027
502	Fire AID Unit Ford E350	Fleet	2017	20	2037
485	2016 Toyota Rav 4	Fleet	2016	10	2026
487	2016 Toyota Rav 4	Fleet	2016	10	2026
490	2016 Chevrolet Suburban	Fleet	2016	8	2024
495	2016 Toyota Rav 4	Fleet	2016	10	2026
497	2015 Fire Midi Pumper	Apparatus	2015	16	2031
538	Tech Rescue Trailer	Fleet	2014		
268	Tech Rescue Trailer	N/A	1995		
471	Fire Rescue Truck	Apparatus	2013	10	2023
449	2012 North Star Ambulance	N/A	2012	20	2032
458	Lease Purchase-Max Pumper	Apparatus	2012	20	2032
411	09 Suburban 4WD	N/A	2009	8	
399	Fire Maxi Pumper	Apparatus	2008	20	2028
400	Fire Maxi Pumper	Apparatus	2008	20	2028
403	Fire Mini Pumper	Apparatus	2008	16	2024
387	07 NS 138-3 Ambulance Ford E350	N/A	2007	10	*

\* New aid car ordered in 2022; not yet received. Aid #449 will become reserve.

All vehicles listed will be utilized for their useful life. However, only those that are also identified in **Exhibit E** will be included in future replacement by Mercer Island. Additionally, any of these vehicles that end up identified in the 2025 – 2026 Eastside Equipment Replacement Plan will be included for future replacement at Eastside's expense. All vehicles will remain titled to Mercer Island until replacement, at which time the funding party will take title to the new vehicle, and the old vehicle will be surplussed with the proceeds remitted to the original purchaser.

Following execution of this Agreement and prior to the Commencement Date, Mercer Island will supplement this list to include all personal property acquired by Mercer Island prior to the Commencement Date.

## EXHIBIT C

### EASTSIDE PERSONAL PROPERTY

The ownership of all personal property not expressly identified in **Exhibit B** is owned by Eastside (a Non-Profit Corporation), to include items listed in Table 1 below, provided following execution of this Agreement and prior to the Commencement Date, Mercer Island will supplement this list to include all personal property acquired by Mercer Island prior to the Commencement Date.

Replacement and maintenance of these items will be purchased out of the Eastside General Fund or the jointly funded Equipment Replacement Fund.

Table 1

IT Equipment
Bunker Gear
Self-Contained Breathing Apparatus
Rescue Equipment
Office Supplies
Radios
Furniture
Uniforms
Hose
Any other property not expressly listed in Exhibit B

## EXHIBIT D

### EASTSIDE CAPITAL EXPENDITURES PROGRAM

Per paragraph 5.2, this exhibit “shall include the establishment and funding of a special account for maintenance and repair of real property.” The Eastside Board of Directors has adopted and maintains two policies in direct support of this exhibit: (i) Policy 0008 - Equipment Replacement Fund, and (ii) Policy 0005 – Capital Facilities Maintenance Fund.

The Equipment Replacement and Capital Facilities Maintenance schedules adopted by the Eastside Board shall serve as **Exhibit D** and shall be updated in connection with Eastside’s annual/biennial budget process.

Mercer Island-owned facilities will be added to **Exhibit D** as part of the comprehensive 2025-2026 budget creation and adoption process.

					2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	<b>Cash Balance</b>				\$390,708	\$678,515	\$478,603	\$1,288,525	\$1,456,220	\$1,834,485	\$2,097,973	\$2,854,070	\$1,389,437	\$2,398,341	\$2,271,228	\$2,958,276	\$3,881,031
	<b>Contributions</b>				\$1,090,938	\$1,123,666	\$1,157,376	\$1,192,097	\$1,227,860	\$1,264,696	\$1,302,637	\$1,341,716	\$1,381,968	\$1,423,427	\$1,466,129	\$1,510,113	\$1,555,417
	<b>Contract Agency Contributions</b>				\$175,591	\$180,859	\$186,285	\$191,873	\$197,630	\$203,558	\$209,665	\$215,955	\$222,434	\$229,107	\$235,980	\$243,059	\$250,351
	<b>Purchases</b>				\$978,723	\$1,504,437	\$533,739	\$1,216,276	\$1,047,224	\$1,204,767	\$756,206	\$3,022,304	\$595,497	\$1,779,647	\$1,015,061	\$830,418	\$743,616
	<b>Net</b>				\$678,515	\$478,603	\$1,288,525	\$1,456,220	\$1,834,485	\$2,097,973	\$2,854,070	\$1,389,437	\$2,398,341	\$2,271,228	\$2,958,276	\$3,881,031	\$4,943,183
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
8839	Engine 173	2010	20	2030								\$969,234					
8840	Engine 178	2010	20	2030								\$969,234					
8842	Engine 183	2012	20	2032										\$1,008,391			
8843	Engine 187	2016	20	2036													
8845	Engine 185	2016	20	2036													
8845	Engine 172	2016	20	2036													
	Engine 182 (Quint)			See line 46													
8832	Backup Engine	2001	25	2026													
8833	Backup Engine	2001	25	2026													
8834	Backup Engine	2003	25	2028													
8835	Reserve (wildland 76)	2004	25	N/A													
8836	Reserve (wildland 74)	2004	25	N/A													
8841	Reserve (E288)	2012	25	N/A													
	<b>Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,938,468	\$0	\$1,008,391	\$0	\$0	\$0
	<b>Tax</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,847	\$0	\$100,839	\$0	\$0	\$0
	<b>Total</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,132,315	\$0	\$1,109,230	\$0	\$0	\$0
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
7842	Aid 171	2017	10	2027					\$247,236								
7843	Aid 183	2017	10	2027					\$247,236								
7840	Aid 178	2014	10	2024	\$228,408										\$278,428		
7839	Aid 187	2011	10	2021				\$242,388									
7838	Aid 185	2011	10	2021				\$242,388									
7841	Back up Aid Unit	2015	20	2035													
7826	Back up Aid Unit	1999	20	2019													
7828	Aid 276 (reserve)	1999	20	2019													
7832	Aid 288 (reserve)Eliminate	1999	20	2019													
7836	Public Educ. Aid	2006	20	N/A													
7831	Swiftwater Aid (Eliminate)	2000	20	N/A													
7825	Aid 189 (Surplus?)	1999	20	N/A													
	<b>Subtotal</b>				\$228,408	\$0	\$0	\$484,776	\$494,472	\$0	\$0	\$0	\$0	\$0	\$278,428	\$0	\$0
	<b>Tax</b>				\$22,841	\$0	\$0	\$48,478	\$49,447	\$0	\$0	\$0	\$0	\$0	\$27,843	\$0	\$0
	<b>Total</b>				\$251,249	\$0	\$0	\$533,254	\$543,919	\$0	\$0	\$0	\$0	\$0	\$306,271	\$0	\$0
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
9811	Ladder 171	2018	20	2038													
9810	Engine 182 (Quint)	2009	20	2029													
	<b>Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Tax</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3806	Tender 173	2002	35	2037	?												
3809	Tender 187	2017	30	2047													
3807	Tender 185	2002	35	2037	?												
3808	Tender 183	2011	30	2041													
6806	TRT Rescue 187	2002	22	2024		\$606,226											
1851	BC 171	2019	5	2024		\$96,554					\$106,603					\$117,699	
1852	BC181	2019	5	2024		\$96,554					\$106,603					\$117,699	
1853	BC - OPS - Back-up	2019	5	2024													
6807	Air Unit 185	1994	30	2024		\$150,000											
5822	F550 B182	2020	15	2035													\$178,531
6810	Brush 178	2010	20	2030								\$161,701					
8838	Brush 187	2008	20	2028						\$155,422							
2815	Marine	2019	20	2039													
5820	COM	2019	30	2049													
	<b>Subtotal</b>				\$0	\$949,333	\$0	\$0	\$0	\$155,422	\$213,206	\$161,701	\$0	\$0	\$0	\$235,397	\$178,531
	<b>Tax</b>				\$0	\$94,933	\$0	\$0	\$0	\$15,542	\$21,321	\$16,170	\$0	\$0	\$0	\$23,540	\$17,853
	<b>Total</b>				\$0	\$1,044,267	\$0	\$0	\$0	\$170,964	\$234,527	\$177,871	\$0	\$0	\$0	\$258,937	\$196,384
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5819	Mail Van	2015	10	2025			\$36,570										\$44,578
1846	Explorer Fire Chief	2015	12	2027					\$50,730								
1855	Explorer DC	2021	12	2033											\$57,130		
5821	Shop Pick up Truck	2008	15	2023	\$49,735												
1856	Explorer DC	2021	12	2033											\$57,130		
	UTV (Polaris)	2012	12	2024		\$25,365											
	UTV (Club)	2012	12	2024		\$25,365											
1840	AFM	2008	15	2023	\$46,866												
1841	AFM	2008	15	2023	\$46,866												
1842	AFM	2008	15	2023	\$46,866												
5816	Facilities	2008	15	2023	\$67,570												
5817	Shop Service	2011	15	2026				\$71,706									
	Forklift	2016	20	2036													
	<b>Subtotal</b>				\$257,904	\$50,730	\$36,570	\$71,706	\$50,730	\$0	\$0	\$0	\$0	\$0	\$114,260	\$0	\$44,578
	<b>Tax</b>				\$25,790	\$5,073	\$3,657	\$7,171	\$5,073	\$0	\$0	\$0	\$0	\$0	\$11,426	\$0	\$4,458
	<b>Total</b>				\$283,694	\$55,803	\$40,227	\$78,876	\$55,803	\$0	\$0	\$0	\$0	\$0	\$125,686	\$0	\$49,036
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Gas Detectors	2017	5	2022	\$13,739		\$10,510	\$52,883				\$7,891			\$16,748		
	SCBA	2015	15	2030						\$474,867							
	Radio	0	0	2022													
	Defib	2022	8	2030								\$225,504					
	SCBA Compressors	2017	8	2025			\$63,178	\$128,883		\$67,045	\$68,386				\$74,023	\$75,503	
	MDC	2020	5	2025													
	TI Camera	2017	5	2022	\$29,298				\$31,713					\$35,014			
	Pump Test Tractor	2021	30	2051													
	Bunker Gear	2017	1	2018	\$133,926	\$136,605	\$139,337	\$142,124	\$144,966	\$147,865	\$150,823	\$153,839	\$156,916	\$160,054	\$163,255	\$166,520	\$169,851
	Ballistic Vests	2017	10	2027									\$134,097				
	Computers	2017	1	2018	\$167,587	\$170,938	\$174,357	\$162,844	\$166,401	\$185,029	\$188,730	\$192,504	\$181,355	\$185,282	\$204,287	\$204,287	\$208,373
	PT Equipment	2017	1	2018	\$22,081	\$22,523	\$22,974	\$23,433	\$23,902	\$24,380	\$24,867	\$25,365	\$25,872	\$26,389	\$26,917	\$27,456	\$28,005
	Rescue Tool/Airbags	2017	15	2032										\$158,746			
	Hose	2017	1	2018	\$36,804	\$37,541	\$38,291	\$39,057	\$39,838	\$40,635	\$41,448	\$42,277	\$43,122	\$43,985	\$44,864	\$45,762	\$46,677
	<b>Subtotal</b>				\$403,436	\$367,607	\$448,647	\$549,224	\$406,820	\$939,821	\$474,253	\$647,380	\$541,361	\$609,470	\$530,095	\$519,528	\$452,905
	<b>Tax</b>				\$40,344	\$36,761	\$44,865	\$54,922	\$40,682	\$93,982	\$47,425	\$64,738	\$54,136	\$60,947	\$53,009	\$51,953	\$45,291
	<b>Total</b>				\$443,780	\$404,368	\$493,512	\$604,146	\$447,503	\$1,033,803	\$521,679	\$712,118	\$595,497	\$670,417	\$583,104	\$571,481	\$498,196

## Equipment Replacement Fund Schedule

Item	Career	Volunteer	Admin/Shop
	Less than (years)	Less than (years)	Less than (years)
Flooring (Vinyl)	20	30	20
Flooring (Tile)	30	40	30
Flooring (Concrete)	25	25	25
Carpet	15	30	20
Paint (interior)	20	30	20
Paint (exterior)	20	25	20
Generator	25	35	25
Cabinetry	25	35	25
Windows	50	50	50
Vehicle Exhaust	25	35	25
Septic System(s)	40	50	40
Shop Lifts	0	0	30
Roof 40 yr	40	40	40
Roof 50 yr	50	50	50
Roof 30 yr	30	30	30
HVAC	15	30	15
Blank	0	0	0
Garage Door (roll-up)	25	35	25
Garage Door (bi-fold)	50	50	50
Asphalt (replace)	50	50	50
Asphalt (seal)	5	5	5
Communications Systems	20	20	20
Deck	25	25	25
Fixtures	25	35	25
Appliances	15	30	15
Walkways	50	50	50
Entry Hardware (key way)	5	5	5
Entry Hardware (cardlock)	15	15	15
Hot Water	8	12	8

- 1) Carpet (when due for replacement) will be replaced by solid surface flooring (example; vinyl, polished concrete, laminate).
- 2) Septic systems shall be connected to sewer, if available, when due for replacement.
- 3) Roof replacement assumes replacement of gutters and skylights.
- 4) All stations will be upgraded to a cardlock system no later than 12/31/19.
- 5) Parking lot sealing includes lot striping.
- 6) Interior paint includes ceiling tile replacement when applicable.

<b>CFMF Scheduled Maintenance Expenditures</b>			
<b>Fund Balance</b>		<b>\$ 395,880.00</b>	<b>\$ 100,880.00</b>
<b>Contributions</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>		<b>\$ 295,000.00</b>	<b>\$ 365,000.00</b>
<b>Net</b>		<b>\$ 100,880.00</b>	<b>\$ (264,120.00)</b>
<b>Description</b>	<b>Station</b>	<b>2023</b>	<b>2024</b>
Interior door repair	87	\$ 20,000.00	
Classroom upgrade	HQ	\$ 50,000.00	
	85		\$ 50,000.00
Painting - Exterior	81		\$ 15,000.00
Brivo card lock system	31	\$ 30,000.00	
	33	\$ 15,000.00	
	35	\$ 20,000.00	
	Annex	\$ 5,000.00	
Resealing concrete floors			
	72		\$ 25,000.00
	78	\$ 15,000.00	
	85		\$ 35,000.00
Extractors - Replace	72		\$ 15,000.00
Septic/Sewer updates	81	\$ 10,000.00	
LED lighting upgrades (bays)	73	\$ 15,000.00	
	81	\$ 5,000.00	
	85	\$ 15,000.00	
Hazardous Tree Removal	31	\$ 10,000.00	
Exhaust Equipment	31		\$ 100,000.00
	33		\$ 50,000.00
	35		\$ 50,000.00
4 Post Vehicle Lift System	HQ	\$ 40,000.00	
Classroom soundproofing	HQ	\$ 20,000.00	
Unanticipated Repairs		\$ 25,000.00	\$ 25,000.00
Total Planned Expenditures:		<b>\$ 295,000</b>	<b>\$ 365,000</b>



**EXHIBIT E**

**MERCER ISLAND'S FLEET REPLACEMENT SCHEDULE**

#	Description	Replacement Reserve	Year	Life	Replacement Date
521	2018 Pierce Pumper	Apparatus	2018	15	2033
498	2017 Chevy 4WD	Fleet	2017	10	2027
502	Fire AID Unit Ford E350	Fleet	2017	20	2037
490	2016 Chevrolet Suburban	Fleet	2016	8	2024
495	2016 Toyota Rav 4	Fleet	2016	10	2026
497	2015 Fire Midi Pumper	Apparatus	2015	16	2031
538	Tech Rescue Trailer	Fleet	2014		
471	Fire Rescue Truck	Apparatus	2013	10	2023
458	Lease Purchase-Max Pumper	Apparatus	2012	20	2032
399	Fire Maxi Pumper	Apparatus	2008	20	2028
400	Fire Maxi Pumper	Apparatus	2008	20	2028
403	Fire Mini Pumper	Apparatus	2008	16	2024
268	Tech Rescue Trailer	N/A	1995		
TBD	New aid car ordered in 2022	Fleet	2022	20	2042

## EXHIBIT F

### MERCER ISLAND ADDENDUM

The Parties intend for the following terms to supplement the Underlying Agreement, provided that where there is a conflict between a term in this Addendum and the Underlying Agreement, this Addendum shall bind.

1. **Additional Definitions:** For the purposes of this Addendum and the Underlying Agreement, the parties agree that the following terms are defined as follows:
  - a. *Routine Maintenance* refers to any maintenance task that is done on a planned and ongoing basis to identify and prevent problems before they result in a facility or equipment failure.
  - b. *Capital Improvement(s)* shall mean changes, modifications, additions, or upgrades other than routine maintenance to the Real Property and Facilities on **Exhibit B** of the Underlying Agreement constructed or implemented by Eastside with Mercer Island's prior approval.
2. **Real Property Capital Improvements.**

For real property and associated facilities listed on **Exhibit B** to the Underlying Agreement, all capital improvements shall require pre-approval by Mercer Island, provided the parties agree to collaborate regarding management and performance of the capital improvements, and further provided at the time of development, approval, and implementation of a capital improvement Mercer Island and Eastside will collaboratively approach the capital improvement from a budget and planning process to allocate the parties roles for the specific project. All capital improvements during each of the first three (3) years of the Initial Term with an estimated cost in excess of the annual Capital Facilities Maintenance Charge paid by Mercer Island shall be expensed to Mercer Island as incurred, provided all such costs shall require Mercer Island's pre-approval.

In evaluating capital improvement proposals from Eastside, Mercer Island commits to the development and adoption of a useful life facility standard for capital improvements, to maintain and extend the active life of their facilities that harmonizes with Eastside's related policies.

3. **Existing Agreements and Special Events.**

In addition to the provisions of Section 8.1, Eastside agrees to provide fire and/or emergency medical personnel for the City's existing Agreement(s) with the Mercer Island School District for special events upon request of Mercer Island, provided Eastside shall provide Mercer Island with an estimate of associated costs for the provision of these additional services in advance of the special event. Similarly,

the parties agree to work collaboratively to negotiate the provision of fire and/or emergency medical personnel for other special events at a pre-approved cost. For purposes of this subsection, requests for additional Eastside services hereunder shall be submitted with sufficient notice in advance of the event to enable Eastside to adequately staff such event(s). Unless otherwise agreed to by the Parties, “sufficient notice” shall be no longer than thirty (30) calendar days.

#### **4. Hazardous Materials Incident Response.**

Nothing in Section 3.6 of the Underlying Agreement shall modify the City’s authority to implement its Cost Recovery Program for Motor Vehicle Incidents, Hazardous Material Spills, Incident Response, and/or Clean-Up, consistent with Resolution 1605. Eastside agrees to provide data to the City and its Contractor(s) when necessary for the City to effectuate the terms of Resolution 1605 and the associated agreements.

#### **5. Existing Revenue Allocation.**

Pursuant to Section 4 of the Underlying Agreement, the parties acknowledge that Mercer Island shall retain all existing Fire-specific revenues, including but not limited to EMS utility tax (Reso No. 1640), EMS transport fee (MICC 4.60.010), MI GEMT program annual distribution, and KC EMS levy, provided the parties may agree to revise this allocation in the future if conditions warrant. Mercer Island’s retention of these Fire-specific revenues shall not impact the payments due and owing from Mercer Island to Eastside under Section 4.

#### **6. Reporting.**

In addition to the reporting requirements set out in Section 7 of the Underlying Agreement, Eastside will provide the City Manager with updates pertaining to collective bargaining negotiations and potential impacts prior to and during bargaining and shall be available to address the City Council on this topic upon request of the City Manager.

#### **7. Return of Real Property and Personal Property Upon Termination.**

In addition to the terms of Section 2.4(c), in the event of termination Mercer Island shall retain ownership of all real property, apparatus, and vehicles owned by or purchased by Mercers Island to be used by Eastside in providing services under this Agreement, as well as personal property purchased for the operation of the aforementioned real property, apparatus, and vehicles.

#### **8. Transition Committees.**

Mercer Island and Eastside agree to formulate committees comprised of staff members to work collaboratively after the execution of this Agreement and prior to

the Commencement date, to establish procedures to govern implementation issues [e.g., public information Officers/Media Outreach, Uniform patches, branding and logos for facilities, vehicles, and apparatus].

## EXHIBIT G

### COOPERATIVE PURCHASING ADDENDUM

**WHEREAS**, the Interlocal Cooperation Act, as codified at Chapter 39.34 of the Revised Code of Washington (RCW) provides for interlocal cooperation between governmental agencies; and

**WHEREAS**, pursuant to RCW 39.34.030, the City of Mercer Island, a Washington municipal corporation, and Eastside Fire & Rescue, a public agency (together, the “Parties”), desire to utilize each other’s procurement agreements to leverage cooperative purchasing power; and

**WHEREAS**, this Addendum is intended to authorize the cooperative purchasing by the Parties when in furtherance of the purposes of the Interlocal Agreement for Fire & Emergency Services (the “Underlying Agreement”)

**NOW, THEREFORE**, the Parties agree as follows:

1. **Authority.** Each party agrees to extend to the other party the right to purchase supplies, materials, equipment, and services from its contracts with vendors, suppliers, providers, and contractors for such supplies, materials, equipment, and services permitted by law.
2. **Duration and Termination.** This Addendum shall be in effect upon the date of mutual execution set out below until the termination of the Underlying Agreement, provided either party may cancel this Addendum at any time in writing. The parties may jointly modify the terms of this Addendum by written agreement.
3. **Administration.** No separate legal or administrative entity is created by this agreement.
4. **Property Ownership.** Ownership of property acquired pursuant to this agreement shall vest in the party making the purchase, which shall have the sole right of disposal of the property.
5. **Compliance With Legal Requirements:** Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
6. **Financing:** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party, except where expressly provided in the Underlying Agreement.
7. **Filing:** Executed copies of this agreement shall be filed or posted on the parties’ website as required by RCW 39.34.040 prior to this agreement becoming effective.

8. **Non-Delegation/Non-Assignment.** Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

**Accepted for the City of Mercer Island**

**By:** \_\_\_\_\_

**Title:**

**Date:** \_\_\_\_\_

**Accepted for the Eastside Fire & Rescue**

**By:** \_\_\_\_\_

**Title:**

**Date:** \_\_\_\_\_

**EXHIBIT H**  
**RFP AND EASTSIDE RESPONSE TO RFP**

## CITY OF MERCER ISLAND REQUEST FOR PROPOSALS

### MERCER ISLAND FIRE SERVICES – REGIONAL PROPOSAL FRAMEWORK

#### Purpose of Request

The City of Mercer Island (“City”) is considering adopting a regional fire services model and is seeking proposals from the City of Bellevue and Eastside Fire & Rescue to provide fire and emergency services on Mercer Island. A regional fire services model is defined as a single, larger fire agency providing comprehensive fire services across multiple communities. The purpose of adopting a regional fire services model is to maintain or enhance current levels of service while balancing the shared responsibility for long-term cost-effective fire and emergency medical service delivery.

The information included below is intended to guide the development of a proposal with the understanding that final terms will be negotiated once an agency is selected.

Minimum criteria in considering adopting a regional fire services model include:

- Maintains or improves current fire and emergency medical service levels and both fire stations on Mercer Island remain open.
- Mercer Island Fire Department employees will be hired by the public agency in their current or comparable positions. Does not include the Fire Chief, Deputy Fire Chief, or Administrative Assistant positions.
- Creates opportunities for career growth, enhanced training, and other professional development for Mercer Island Fire Department employees.
- Achieves operating efficiencies and cost savings for the City of Mercer Island.

#### Schedule

The following is a tentative schedule for review and consideration of the proposals:

Issue RFP	April 5, 2023
Deadline for Submittal of Proposals	May 3, 2023, 4:00 PM PST
Internal Review of Proposals	May 2023
City Council Review of Proposals	May/June 2023
Next Steps	Timeline TBD

#### Scope of Work

The following Scope of Work is intended to inform the development of a proposal, with final terms to be negotiated if a regional fire services agency is selected. Responses to the request for proposals shall include the following:

1. Fire and Emergency Medical Services.
  - a. Will perform all services necessary for fire suppression, emergency medical services, hazardous materials response, technical rescue, and emergency response within the jurisdictional



boundaries of the City of Mercer Island as currently provided by the Mercer Island Fire Department.

- b. Will perform full-service fire marshal duties including development permit and plan reviews, annual hazard inspections, fire flow tests, and other fire protection system tests, fire investigations, and will support city code compliance efforts as appropriate.
- c. Provision of fire and emergency medical services with same or lower service response times as currently provided by the Mercer Island Fire Department.
- d. Fully integrate with the City of Mercer Island's Mobile Integrated Health program.
- e. Will create updated automatic and mutual aid agreements if needed, noting in the proposal how these may differ than existing arrangements for the Mercer Island Fire Department.

2. Level of Service and Staffing Integration.

- a. Will maintain or increase the level of fire and emergency medical service and staffing currently provided by the City of Mercer Island, which is as follows:
  - i. One (1) Battalion Chief, or Lieutenant in charge of Station 91 and 92
  - ii. One (1) Lieutenant at Station 92
  - iii. One (1) Lieutenant at Station 91
  - iv. Two (2) Firefighters at Station 91 and two (2) Firefighters at Station 92 (total of four firefighters on each shift).
  - v. One (1) Fire Marshal
- b. The uniformed employees of the Mercer Island Fire Department will be integrated into the IAFF local of the regional fire service agency. Uniformed employees will continue in their current positions, job assignments, and seniority, or as agreed through collective bargaining prior to the implementation of the regional fire services model.
- c. The City of Mercer Island recognizes that regional fire service agencies may utilize a different staffing structure, including different job titles and rankings as compared to the City's staffing structure. The proposal should include consideration for full integration of the positions identified above and include information on where variations or differences exist.

3. Other Considerations. The proposal shall include recommendations and costs associated with other components of the fire and emergency medical service operation, not contemplated in the above two sections, including the following:

- a. Address provision of benefits for fire employees including medical, dental, vision, retirement, and other.
- b. Address transition of accrued leave including sick and vacation for fire employees.
- c. Identify the preferred term length for a regional fire services agreement with parameters for options to amend or renew the agreement.
- d. Identify other specialty services not currently provided by the City of Mercer Island that would be included as part of this partnership.

- e. Address how the City's appurtenant funding mechanisms for fire and emergency medical service will be handled as part of the contemplated regional fire services agreement. This includes the City's annual contribution from the King County EMS Levy, the annual emergency medical service utility charge, revenues from emergency medical transport fees, and Federal funding associated with the Ground Emergency Medical Transportation program.
  - f. Address the recommended approach to facility maintenance, management, and repair in collaboration with the City of Mercer Island. The City anticipates retaining ownership of all existing fire stations, facilities, real property, apparatus, vehicles, and equipment and will oversee all capital projects.
  - g. Address approach to providing full-service fleet maintenance.
  - h. Describe the internal administration of fire and emergency medical services and the reliance, if any, on the City of Mercer Island's internal service departments (e.g., Human Resources, Payroll, IT, Finance, etc.)
  - i. Address the regional fire service agency's leadership and oversight structure, and how they would collaborate and engage with the Mercer Island City Council, City Manager, and other staff.
  - j. Describe the approach and level of service anticipated as it relates to communication, public relations, community engagement, and community education. Proposal should also address how the City's Communications Manager and agency will collaborate.
  - k. The City of Mercer Island manages a comprehensive emergency management program and intends to continue this program. The proposal should identify opportunities to further collaborate on emergency management services.
  - l. Outline the desired schedule for payment under the proposed agreement.
4. Costs of Services. Proposals shall include the cost for providing the services described above and highlight items that will require additional consideration. Costs that cannot yet be evaluated, but that will be part of the regional services model, should be identified in the proposal materials.

### **Collective Bargaining**

The City of Mercer Island acknowledges the need and welcomes the opportunity to collectively bargain the impact of the transition to regional fire services with Mercer Island IAFF Local 1762.

### **Evaluation Factors for Review of Proposal**

In addition to the items identified above, the City of Mercer Island may consider the following in evaluating proposals:

- Experience in providing regional fire services and satisfaction of current contract agencies.
- Immediate and long-term impacts to current Mercer Island Fire employees.
- Ability to maintain or enhance current levels of service while balancing the shared responsibility for long-term cost-effective fire and emergency medical service delivery.
- Governance model, reporting cycles, and annual metrics used to measure service delivery for contract agencies.

- Direct and indirect costs in the near and long-term.

### **Terms and Conditions**

- The City reserves the right to accept and select any proposal or to negotiate with any agency, which in its sole discretion will best serve the public interest of Mercer Island.
- The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal. The City is not obligated to accept any proposal or to negotiate with any agency in response to any proposal.
- The City reserves the right to request clarification of information submitted, and to request additional information.
- The City shall not be responsible for reimbursing any costs incurred by the agency in preparing, submitting, or presenting its response to the RFP.

### **Instructions for Submittal of Proposals**

- Proposals must be submitted electronically in PDF format via email by Wednesday, May 3 at 4:00 pm PST. When a proposal has been received, a response email will be sent to confirm receipt. Proposals should be marked as follows and sent to:  
 To: [jessi.bon@mercerisland.gov](mailto:jessi.bon@mercerisland.gov)  
 Subject: Regional Fire Services Proposal
- Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. Identification of issues that agency submitting proposal will need to address with the City if their proposal is selected is welcome.
- Proposals delivered after the posted deadline may not be considered for selection.

### **Contacts**

All communication concerning this RFP should be directed in writing to:

Jessi Bon, City Manager  
 Email: [jessi.bon@mercerisland.gov](mailto:jessi.bon@mercerisland.gov)

Any oral communications will be considered unofficial and non-binding on the City.



City of Mercer Island City Council  
 c/o Jessi Bon, City Manager  
 City of Mercer Island  
 9611 SE 36<sup>th</sup> Street  
 Mercer Island, WA 98040

**RE: Proposal for Regional Fire Services Model**

Dear City Manager Bon,

Eastside Fire & Rescue (EF&R) is honored to submit the enclosed response to the RFP published by the City of Mercer Island in consideration of adopting a regional fire service model.

EF&R was created in 1999 through an interlocal agreement between King County Fire District 10, King County Fire District 38, and the cities of Issaquah, Sammamish, and North Bend. In 2020, the founding agencies solidified their partnership by establishing a non-profit corporation to carry out the governmental functions of an all-hazards fire department. EF&R maintains contracts for fire and emergency medical services with Woodinville Fire & Rescue and the Snoqualmie Tribe, and a contract with the City of Mercer Island to provide Fire Chief and Deputy Chief services.

EF&R is proud to provide an all-hazards response to all partners and contract agencies. This response to the City's RFP serves as a baseline proposal for a service level necessary for fire suppression, emergency medical services, hazardous materials response, technical rescue, and disaster response within the City of Mercer Island:

- Daily emergency operations oversight, staffing, and supervision shall be provided by one Battalion Chief located at Station 91, supported by three additional response Battalion Chiefs throughout EF&R.
- Stations 91 and 92 will each have a Station Captain, Lieutenants, Engineers, and Firefighters assigned accordingly.
- Station Captains shall provide oversight of station-specific needs and projects. Captains are eligible for Acting Battalion Chief assignments based on completed training.
- Total suppression staffing of 28: four Battalion Chiefs, two Station Captains, six Lieutenants, eight Engineers, and eight Firefighters shall be assigned equally across four shifts with a 1-on, 2-off, 1-on, 4-off work schedule.
- One Mercer Island Fire Marshal shall be incorporated into EF&R's Fire Marshal's Office.
- Technical rescue services will be enhanced by EF&R's strategically located Specialty Stations.
- Hazardous Materials Response capabilities will be improved as EF&R is a member of the Eastside Hazardous Materials Consortium and staffs a designated unit with Haz-Mat technician level certified firefighters.
- Mercer Island's Mutual and Automatic aid obligations shall be supported by this proposed deployment model.
- Fire and EMS training will be provided through EF&R's membership in the South King County Fire Training Consortium (SKCFTC)

- Dispatch services will remain with NORCOM in alignment with EF&R and its contract agencies.
- The City will see no reduction in response times as this proposal maintains current staffing levels and resource deployment model.
- All wages and benefits will be in accordance with EF&R's CBA with Local 2878.

### **Eastside Fire & Rescue at a Glance**

Eastside Fire & Rescue is a full-service department that includes Fire Administration, Human Resources, Finance, Payroll, Emergency Management, Mobile Integrated Health, Fire Prevention, Public Education & Information, Data Analytics and GIS, Facilities, and Fleet Maintenance. Insurance, Legal services, and IT are included and provided by the appropriate third party. Under this proposed full-service model, the City stands to recognize considerable capacity gained within its respective supporting departments.

- **Fire Administration** includes two Deputy Directors, three Deputy Chiefs, and one Fire Chief. Our purpose is to serve something greater than ourselves while upholding the Department's mission and values. EF&R is proud to support a parallel path to leadership roles for both sworn and civilian employees. The Fire Chief or designee will report directly to the City Manager and engage with leadership and council as directed.
- **Human Resources** is comprised of two HR Specialists who are passionate about fostering a positive and inclusive work environment for all employees. The team handles recruitment, hiring, and onboarding processes for new employees; benefit and leave administration; confidential employee records; performance management tracking; promotional processes; and workers compensation claim management. The Deputy Director of Administration provides division oversight and is responsible for confidential employee and legal issues.
  - Eastside Fire & Rescue is taking an intentional and holistic approach to advancing DEI within our department, built on four pillars: leadership and focus; outreach and recruiting; hiring; and retention and inclusion. Starting in 2022, EF&R hired an outside consultant to provide training and education in this area. Our involvement extends outside of EF&R and includes hosting the two-day 2023 Future Women in Fire/EMS event, hosting the 2023 King County Fire Chiefs Association (KCFCFA) Diversity Recruitment and Hiring workshop, and remaining an active member of the KCFCFA DEI committee.
- **Finance** has a five-member team consisting of one Finance Director, one Budget Finance Analyst (CPA), one Payroll Lead, one Finance Specialist, and one Payroll Specialist. Together, they handle the many financial aspects of the fire department for EF&R, Fire District #10, and Woodinville Fire & Rescue. The non-payroll tasks include, but are not limited to, preparing and filing the annual financial statements with the state auditor; coordinating and responding to the annual state financial and accountability audits; creating and managing annual and biennial revenue and expense budgets; preparing vouchers for accounts payable; receiving and mailing warrants; preparing, issuing, and receiving invoices; and many other tasks.
  - **Payroll** prepares the semi-monthly payroll for over 220 full-time employees. Maintaining knowledge of three collective bargaining agreements, employment contracts, and relevant policies is critical for compliance. These practices are aligned with the requisite reporting for the Department of Retirement Systems, Internal Revenue Service, Labor & Industries, and Employment Security Department. Timekeeping falls under the purview



of the payroll specialist and internal audits are frequent to ensure accuracy. The payroll specialist also manages the billing to other governmental agencies for declared disasters, wildland events, etc.

- **Administrative Assistants.** When you call or stop by, you will be greeted with a smile by one of our four Administrative Team members. In addition to supporting our community members when they have questions or need assistance, the team provides support to every division. Some of the team's responsibilities include training and travel coordination; contract administration; public records requests; records retention; document management; oversight of EF&R's public meeting rooms; implementation and maintenance of multiple software programs; and a wide variety of other tasks. The Admin Team is always ready to help!
- **Fire Marshal's Office (FMO)** currently includes one Fire Marshal, two Assistant Fire Marshals, and one Inspector. We strive to prevent the loss of life and property through community and firefighter safety. Ensuring firefighter safety during emergency operations is seen through education, training, plan review, and inspections of new construction and existing structures. Community safety is increased by reducing risk through prevention services such as providing technical expertise and education to the community, businesses, developers, contractors, and city departments. EF&R sees great potential in expanding its FMO capacity with the addition of Mercer Island's Fire Marshal to the team.
- **Mobile Integrated Healthcare C.O.R.E. Connect (CORE)** is EF&R's Mobile Integrated Healthcare response unit. CORE represents Community, Outreach, Resources, and Education. This community-based service connects individuals with the most appropriate services and resources for their unique needs. CORE is operated by a mobile, multidisciplinary team of firefighters and care coordinators. Each member brings a unique skillset and specialized training to best meet the needs of the individual. They deliver quality care by coordinating resources, developing care plans, providing case management, and connecting individuals to the right level of care. The CORE team has worked closely with the City's YFS Administrator and MIH Intervention Specialist during the City's implementation of its MIH program. The ability to collaborate will only enhance the services and resources we provide to the communities we serve.
- **Emergency Management's** focus is on community resilience and is staffed with one Emergency Manager, one Emergency Management Analyst, and one Wildfire Mitigation Specialist. The Emergency Management division strives to create the highest possible state of emergency readiness and to be prepared to react promptly to save lives and property when threatened or affected by an emergency or major disaster. Achieving this vision of prepared and resilient communities is a shared responsibility. The team partners with governmental agencies, non-governmental organizations, and the private sector. In creating a Community Wildfire Protection Plan program, we will help individuals and families understand their roles in preparing for disasters. The team welcomes the opportunity to collaborate closely with Mercer Island's Emergency Manager.
- **Volunteer Programs** offer multiple opportunities for community members to be engaged in the fire service through a variety of ways. Our Chaplain program provides support to the community and organization during times of crisis and non-crisis events. Fire Corps is involved in community events such as Safety Fairs, Salmon Days, Pancake Breakfasts, etc. Community members can be on the HAM radio operations team to utilize their skills when traditional communications are unavailable. Fire Corps has an unmanned aerial system (UAS or drone)

program which assists first responders with search and rescue, hazard identification, and fire monitoring.

- **Vehicle Maintenance** is provided by four Mechanics and one Shop Supervisor. The shop group maintains all EF&R response apparatus and staff vehicles with safety in the forefront so that our front-line personnel are ready to respond at a moment's notice to serve the community. Our certified Emergency Vehicle Technicians have the capability to service rigs in their station with a mobile service truck, reducing out-of-service times. Since 2020, EF&R has maintained the City's fire fleet, providing our technicians with valuable familiarity.
  - EF&R supports the effort to reduce carbon emissions and environmental impacts of emergency apparatus maintenance and operations and strives to implement future control measures. Currently, two hybrid command vehicles are operational, a reclaimed water system is used for apparatus pump testing, and recycle protocols are in place for all vehicle fluids and batteries.
- **Facilities** are maintained by two trained and certified Facilities Technicians and provide critical infrastructure to our operations. They perform routine maintenance and repairs, lead larger agency projects, and coordinate with vendors when appropriate. EF&R facilities are designed and maintained with a focus on fit, form, and function. Capital projects shall be funded and supervised by the City with direct support from EF&R.
- **Logistics** is led by one day-shift Captain to oversee the program with the support of two part-time Couriers. Several logistics components (PPE, Uniforms, EMS supplies and Janitorial supplies, etc.) have been consolidated into a single location. This has streamlined the distribution of supplies and equipment, reduced redundancy costs, and strengthened EF&R's independent sustainability.
- **Training** is delivered through a partnership with a regional training consortium comprised of 15 King County fire departments responsible for training over 1,300 firefighters with the satellite Training Consortium office located at EF&R's station 31. The addition of the City's fire personnel into the consortium would increase regional interoperability and provide expansive training and career path opportunities for its employees. EF&R's personnel fill five of the 32 Training Officer positions assigned to the consortium.
- **Special Operations** includes multiple disciplines. Each of EF&R's five technical rescue stations are staffed with technicians that are trained in the discipline(s) specific to that station.
  - Technical rescue:
    - Rope rescue
    - Trench
    - Confined space
    - Structural collapse
  - Water rescue:
    - Boat operations
    - Still water rescue
    - Swift water rescue
  - Hazardous Materials Response
  - Wildland

Mercer Island Fire Department personnel are well trained and equipped in a variety of these specialties and would complement EF&R with their valuable knowledge and experience.

- **Operations** provides fire, EMS, hazardous materials, and technical rescue services to over 221 square miles and 181,000 community members from 12 fire stations. These stations are divided into three battalions. Battalion 3 covers the Woodinville area; Battalion 8 covers the City of Sammamish, City of Carnation, City of North Bend, and King County Fire District #38, and a portion of King County Fire District #10; and Battalion 7 covers the City of Issaquah, and King County Fire District #10. Each battalion is led by one Battalion Chief, and each station has one Captain, three Lieutenants, four Engineers, and one to three Firefighters assigned across four shifts. EF&R staffs nine engine companies, two ladder trucks, four brush trucks, four water tenders, three dedicated aid cars, one marine unit, and one transport capable UTV. EF&R responds to a varied demographic from metropolitan city centers to a vast wilderness area. A partnership with Mercer Island would add a fourth battalion and provide the depth in resources and response capabilities to maintain or enhance response times within the City, demonstrating the value in regionalization.

EF&R's organizational structure offers tremendous ongoing career advancement opportunities for the City's fire personnel. The initial transition will result in promotions at the Battalion Chief, Captain, Lieutenant, and Engineer levels.

- **PIO/Public Education** is led by EF&R's Public Information Officer/Public Educator who focuses on meaningful communication and community interaction. This position provides information to the community that is educational and informative. The PIO uses social media and traditional communication platforms to reach a wide variety of demographics. The public education program offers a coordinated approach to interacting with the community, including local schools, to provide public safety education. EF&R's PIO/Public Educator has an active regional presence and would be a great partner in the City's communication efforts.
- **Information Technology** is contracted with AirNote and managed by two principal members with long-standing fire service experience, providing them with a valuable understanding of the needs of a fire department. Currently, they manage the server, firewalls, laptop computers, desktop computers, and MDC inventory. In addition, AirNote manages all internet and software licensing. A seamless transition to on-board additional facilities and apparatus can be anticipated.
- **Data Analytics & GIS** is led by EF&R's Data Analyst who manages response/staffing modeling, GIS project work, iOS device management, special printing projects, and numerous other special projects. This position can provide additional expertise to the City's current GIS capabilities.

### Costing Model

Eastside Fire & Rescue most recently successfully implemented a contract for service with Woodinville Fire & Rescue that became effective on October 1, 2021. While it is impossible to predict the future and provide an exact fee for service, EF&R's costing model and Interlocal Agreement have thus far proved successful. The overall fee for service is divided into six sections: personnel, operations, contract administration, equipment replacement, capital facilities maintenance, and one-time start-up costs. Each area is explained below followed by a table with the 2024 estimated fees.

**Personnel Costs** include wages and benefits for all employees that will become employees of EF&R based on the relevant EF&R collective bargaining agreement(s) and policies. Wage increases for



2024 are based on the June CPI-W which is scheduled to be published on July 12, 2023 (a four percent increase was used in budget development for 2024). Personnel costs also include a portion of the operations overtime budget that is estimated to be attributable to Mercer Island.

**Operations Costs** include the estimated portion attributable to Mercer Island for the annual cost of supplies and services incurred to operate the fire department. These expenses include, but are not limited to, such things as EMS supplies, tools, equipment, uniforms and accessories, fuel, maintenance and repairs, NORCOM dispatch fee, etc.

**Contract Administration Fee** represents 10 percent of the total of the personnel and operations costs. This fee covers the personnel infrastructure of operating the fire department – the overhead or cost of doing business. With the contract for service, Mercer Island receives the services of all of the personnel listed in the “At-A-Glance” section above.

**Equipment Replacement Fund** is a reserve fund to replace specific items on an asset replacement schedule. The EF&R partner agencies and Woodinville Fire & Rescue contribute to this fund. Mercer Island’s share is estimated based on the number of suppression personnel and stations. This amount will need to be finalized upon the incorporation of Mercer Island’s current equipment into EF&R’s Equipment Replacement Fund. Items included in the Equipment Replacement Fund include, but are not limited to, bunker gear, computers, SCBA, radios, defibrillators, etc. The contribution to the Equipment Replacement Fund is estimated to increase by 3 percent per year.

Mercer Island will maintain ownership of all vehicles and apparatus. Those assets will be incorporated into the EF&R schedule to track replacement timelines; Mercer Island will be responsible for the cost of replacing its vehicles and apparatus in accordance with the schedule. Any current lease obligations shall be retained by the City.

**Capital Facilities Maintenance Fund** includes funds for planned expenses. The projects included are decided upon and approved by the Board of Directors during the budget cycle. Like the Equipment Replacement Fund, the Capital Facilities Maintenance Fund is also estimated to increase by 3 percent per year.

**One-Time Start-up Costs** include an amount to cover the accrued time liability of the Mercer Island personnel (the cost of time on the books) and an estimated cost to upgrade the SCBA masks to align with those used by EF&R operations personnel. The calculation for the accrued time liability is based on an estimated 2024 hourly rate for each employee and the vacation and sick leave hours in their individual banks. The dollar amount shown represents 100 percent of the estimated value of the total vacation time and 50 percent of the estimated value of the total sick time. As this amount is over one million dollars, EF&R would be willing to adjust the schedule to allow for up to four annual payments.

2024 Financial Proposal	
<b>Personnel &amp; Operations</b>	\$7,158,860
<b>10% Administrative Fee</b>	\$715,886
<b>Equipment Replacement Fund</b>	\$114,000
<b>Capital Facilities Maintenance Fund</b>	\$30,000
<b>Contract Cost for Proposed Services</b>	<b>\$8,018,746</b>
Time Accrual Liability Fund (one-time cost)	\$1,207,806
Costs to align critical safety equipment (one-time cost)	\$33,600

**Subject to legal review and mutual agreement between the City of Mercer Island and EF&R:** Emergency Medical Services fee for transport is in alignment with EF&R's service delivery. The Department is well versed in the cost recovery process and can assist the City with their transport revenue. In addition, EF&R has experience with EF Recovery and can work with the City's vendor to process recovery collections. If desired, EF&R can incorporate the City's collection processes into EF&R's and reconcile annually to offset contract costs for services.

All of us here at EF&R value the relationship we have built with the City of Mercer Island. We remain dedicated to continuing this relationship, either as partners or as neighbors.

Thank you for your time and consideration, and we look forward to discussing our proposal with you further.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ben Lane', written over a horizontal line.

Ben Lane, Fire Chief

## INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This Agreement is entered into between EASTSIDE FIRE & RESCUE (“Eastside”), a nonprofit corporation organized under chapter 24.03 RCW, and the CITY OF MERCER ISLAND, WASHINGTON (“Mercer Island”).

### RECITALS

1. Eastside currently provides fire and emergency medical services to the cities of Issaquah, North Bend, and Sammamish and within King County Fire District Nos. 10 and 38 and Woodinville Fire & Rescue, including the city of Carnation and other unincorporated areas in the eastern Puget Sound region.
2. Mercer Island currently provides fire and emergency medical services to approximately 6.32 square miles within the City of Mercer Island and the surrounding waters.
3. Eastside and Mercer Island each maintain and operate their own fire departments to provide fire protection, fire suppression, and emergency medical services in their respective jurisdictions.
4. The governing body of the City of Mercer Island is considering that fire and emergency medical services may be more efficiently and effectively provided to its residents by contracting with another service provider.
5. The purpose of this Agreement is to allow Eastside to provide fire protection, fire suppression, emergency medical, and related administrative services to Mercer Island.

### TERMS OF AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

#### 1. DEFINITIONS.

1.1. The following terms, when used in this Agreement, are defined as follows:

- (a) “Fire Chief” means the duly appointed Fire Chief, or acting Fire Chief, of Eastside.
- (b) “Material Breach” means either:
  - (i) Eastside’s failure to provide services at the level specified in Section 3 of this Agreement;
  - (ii) Mercer Island’s failure to pay the amounts specified in this Agreement; or

- (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.

## 2. TERM, RENEWALS, AND TERMINATION.

- 2.1. Initial Term.** This Agreement takes effect on January 1, 2024 (“Commencement Date”) and shall remain in effect through December 31, 2033 (“Initial Term”) unless earlier terminated for material breach in accordance with Section 2.5. The “Implementation Date” of this Agreement shall be January 1, 2024, unless the parties mutually agree in writing to delay implementation to a later date certain. The Implementation Date is the date on which Eastside’s service obligations will begin, Mercer Island’s payment obligations begin, and the employees and assets are transferred.
- 2.2. Renewal Terms.** At the conclusion of the Initial Term, this Agreement shall automatically renew for successive ten-year terms (each a “Renewal Term”), unless a written notice of termination is given pursuant to Section 2.3.
- 2.3. Voluntary Termination.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended and substantial planning efforts have been undertaken and relied on. Therefore, termination of this Agreement shall not be effective unless a party transmits to the other party a written notice of termination in January 2031, or in January of the eighth year of any Renewal Term, as applicable. If such written notice is timely provided, the termination shall be effective as of the end of the then-current Initial Term or Renewal Term, as applicable.
- 2.4. Responsibility and Liability Upon Termination.**
- (a) If Eastside lays off any employees as a result of Mercer Island’s termination of this Agreement, Mercer Island shall be responsible for payment of accrued employee benefits, continuation of employee benefits required by law, and unemployment compensation for a period not to exceed five years. For purposes of this paragraph, “employee” means an individual whose employment with Eastside has been terminated as a direct result of Mercer Island’s termination of this Agreement. If Mercer Island establishes its own fire department upon termination of this Agreement, it shall collectively bargain with the International Association of Firefighters Local 2878 (“Eastside Union”) to assume employment of laid-off employees upon substantially the same terms of employment as contained in the collective bargaining agreement (“CBA”) negotiated between Eastside and the Eastside Union. If Mercer Island contracts for service with another entity, Mercer Island shall collectively bargain with the Eastside Union and transition employment of laid-off employees to the new entity providing service to Mercer Island.

- (b) Upon termination of this Agreement, Mercer Island shall remain liable and responsible for its pro rata share of all liabilities, payments, and obligations incurred by or attributed to Mercer Island during the Initial Term (or any Renewal Term). In addition, Mercer Island shall be liable for all expenses incurred by Eastside attributable to requests and directions made by Mercer Island pursuant to termination, including payment of overtime if Mercer Island requests that Eastside refrain from hiring employees prior to termination. Within 30 days after the date of termination, Eastside shall settle with Mercer Island all liabilities, payments, and obligations that became fixed on or before the date of termination. Within 30 days after any liabilities, payments, or obligations became fixed after the date of termination, Eastside shall settle such liabilities, payments, and obligations with Mercer Island.
- (c) Eastside shall return all separate real property and separate personal property, as identified in the Exhibits hereto, to Mercer Island on or before the effective date of termination. Eastside shall determine the fair market value of all joint real property and joint personal property. On or before the effective date of the termination, Mercer Island shall receive or pay, as applicable, in cash or property, its percentage or ratio of the net fair market value of any joint real property and joint personal property, as determined in accordance with Eastside's financial statements for the year of termination. If Mercer Island disputes Eastside's determination of fair market value of the joint real property or joint personal property or Mercer Island's proportionate share thereof, Mercer Island shall pay for and accept an appraisal of the fair market value of the property by an appraiser selected jointly by Mercer Island and Eastside.

**2.5. Termination for Material Breach.** Notwithstanding the provisions of Sections 2.2 and 2.3, above, either party may terminate this Agreement in the event of a material breach by the other party, pursuant to the following process:

- (a) The non-breaching party shall provide the breaching party with written notice which sets forth the alleged material breach(es)
- (b) The breaching party shall have 90 days following receipt of the notice from the non-breaching party (the "cure period") to cure such alleged material breach(es), or within such longer period of time as allowed by the non-breaching party in its notice.
- (c) If the breaching party fails to cure such material breaches during the cure period, the non-breaching party may terminate this Agreement upon the expiration of the cure period by providing the breaching party with written notice of termination of this Agreement. In that event, the termination shall be subject to the wind-up provisions set forth in Section

2.5(d). The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.

- (d) In the event of a material breach of this Agreement that has not been cured by the expiration of the cure period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of 12 months after the expiration of the cure period (the “wind-up period”). The wind-up period shall be reduced to six months if the material breach involves Mercer Island’s failure to make the required payments or Eastside’s failure to provide the services required as set forth in Section 3. During the wind-up period, the parties shall coordinate their efforts to transition services in a reasonable and efficient manner. If Eastside continues to provide all services as defined in Section 3 during the wind-up period, Mercer Island will be responsible for all payments required under this Agreement until the conclusion of the wind-up period.

**2.6. Termination Pursuant to Membership in Eastside.** If Mercer Island later decides to join Eastside as a voting member governed by the Eastside Fire & Rescue Interlocal Agreement or any successor agreement thereto (“Eastside ILA”), then the parties to this Agreement shall mutually decide on a termination date and an appropriate plan and process for Mercer Island becoming a member of Eastside, subject to approval by the governing bodies of Eastside’s then-current members through the process provided in the Eastside ILA.

### **3. SERVICES PERFORMED BY EASTSIDE FOR MERCER ISLAND**

**3.1. Fire Suppression Services.** Eastside shall furnish fire protection, fire suppression, and all hazard emergency response services necessary for the protection of life and property to all properties and persons presently within the boundaries of, or annexed to, Mercer Island, including all real and personal properties owned or leased by Mercer Island. Eastside shall render these services to Mercer Island on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather by providing the most efficient and effective service to the entire area served by Eastside.

**3.2. Emergency and Non-emergency Medical Services.** Eastside shall furnish emergency medical services, and non-emergency medical services under RCW 35.21.930, to all properties and persons presently within or annexed to Mercer Island, including all real and personal properties leased or owned by Mercer Island. Eastside shall render these services to Mercer Island on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather by providing the most efficient and effective service to the entire area served by Eastside.

**3.3. Level of Service.** Eastside shall maintain the following staffing levels to support fire suppression and emergency medical services to Mercer Island during the term of this Agreement:

- (a) **Station 91 Staffing.** One engine (cross-staffed with an aid car) and one Battalion Chief truck, with one Battalion Chief; one Officer, one Engineer, and one Firefighter.
- (b) **Station 92 Staffing.** One engine (cross-staffed with an aid car and midi), with one Officer, one Engineer, and one Firefighter.
- (c) **Fire Marshal's Office.** One Fire Marshal.
- (d) **Overall Staffing Levels.** For purposes of this Agreement, the parties anticipate that Eastside will maintain employment of 28 uniformed firefighters and 1 fire marshal that are primarily assigned to the City's Stations 91 and 92 to maintain appropriate coverage at each worksite.

Eastside reserves the right to temporarily modify staffing levels from time to time as circumstances may require in its sole reasonable discretion.

**3.4. Fire Prevention Services.** Eastside shall provide fire prevention and public education services to property owners, residents, and businesses located within Mercer Island's service area. It is assumed that Eastside will, throughout the year, receive from residents, property owners, and/or businesses within the City, requests for other prevention and education services and Eastside will accommodate those requests, as staffing allows, as it would do under similar circumstances for requests elsewhere within the Eastside service area.

**3.5. Fire Marshal Services (fire code compliance and inspection).** Eastside agrees to provide the following fire marshal services for properties and projects within Mercer Island's service area, utilizing State Codes and local ordinances as applicable: pre-construction plan review and approval; testing of sprinkler and other fire suppression systems and detection systems in new construction; occupancy inspections; wood stove inspections; fireworks permits and other related permits; code interpretation in conjunction with construction; inspection of commercial buildings and witness testing of fire alarm systems for certification in new construction; and ongoing existing building, facilities, and properties inspections; and fire investigations. In connection with providing Fire Marshal services, Eastside shall also be available for periodic meetings with and consulting for appropriate city or county officials. Should an outside resource be required for any plan review services, Mercer Island shall reimburse Eastside directly. Additionally, it is understood that the Fire Marshal may be required to assist in other Eastside service areas, just as the Eastside Fire Marshal and Fire Prevention staff may be assigned to Mercer Island. It is the Parties' intention that the Mercer Island

Fire Marshal will provide fire marshal services primarily to the City of Mercer Island.

- (a) Eastside shall report fire code violations to the City of Mercer Island and shall cooperate with city and county building and code enforcement officials to administer and enforce the applicable fire codes, but Eastside shall have no direct responsibility for code enforcement, which shall remain the responsibility of the building, planning, and/or code enforcement officers of Mercer Island. Any legal costs incurred by Eastside in the enforcement of fire codes shall be paid by Mercer Island and shall not be an operating expense of Eastside. Any awards of costs, attorneys' fees, penalties, or fines in an enforcement action shall be the property of the enforcing city or county.
- (b) All permits shall be issued by and under the authority of the permitting authorities within Mercer Island's service area. Eastside shall work closely with such authorities as needed to carry out the fire code and ensure a timely and coordinated permitting process.

**3.6. Hazardous Materials Incident Response.** Eastside shall provide operational level hazardous materials response capabilities at the same level currently provided to its service area, either by Eastside employees or by contract. The service to be provided by Eastside does not include cleanup, remediation, or cost recovery from hazardous materials, nor shall Eastside be responsible for response levels beyond that of "Operations" as identified in NFPA 472. Eastside shall not bear any responsibility for any costs of Hazmat Response within Mercer Island's jurisdictional boundaries.

**3.7. Dispatch Services.** Dispatch services shall be provided to Mercer Island through Eastside's contractual arrangement with NORCOM.

**3.8. Fire Chief and Administrative Services.**

- (a) **Fire Chief.** Mercer Island shall designate Eastside's duly appointed Fire Chief, or acting Fire Chief, as the fire chief of Mercer Island. Eastside's Fire Chief shall have and exercise all powers granted to the fire chief in Mercer Island's governing documents. Eastside's Fire Chief shall hire, discipline, discharge, and supervise all employees and volunteers of Eastside, including all employees and volunteers who provide service within Mercer Island's service area.
- (b) **Administrative Services.** Eastside shall provide all administrative oversight and support functions necessary to effectively deliver the services provided under this Agreement, including Mercer Island's accounts payable, accounts receivable, audit, and bookkeeping functions, as well as personnel management and supervision.



#### 4. PAYMENT FOR SERVICES.

**4.1. Charges Due Annually.** For the services provided by Eastside pursuant to this Agreement, Mercer Island shall pay Eastside the following amounts annually:

- (a) **Personnel Costs.** Personnel Costs consisting of all employee and employee-related expenses, including wages, benefits, and overtime costs incurred to render services described in Section 3. For 2024, Mercer Island shall pay Personnel Costs of \$6,093,411, subject to the adjustments described in Sections 4.3(b) and 4.3(c) below.
- (b) **Operations Costs.** Operations Costs consisting of all operating expenses incurred annually to adequately render services described in Section 3 to Mercer Island. For 2024, Mercer Island shall pay Operations Costs of \$1,065,449, subject to the adjustments described in Section 4.3(a) below.
- (c) **Contract Administration Charge.** An annual Contract Administration Charge equal to 10 percent (10%) of the sum of Personnel Costs and Operations Costs. For 2024, the Contract Administration Charge is \$715,886. The Contract Administration Charge is not subject to the Reconciliation adjustment described in Section 4.3(b) below.
- (d) **Equipment Replacement Charge.** An annual Equipment Replacement Charge to cover routine replacement of items listed in **Exhibit A**. For 2024, the Equipment Replacement Charge is estimated to be \$114,000. The annual Equipment Replacement Charge does not include or offset Mercer Island's apparatus and vehicle replacement obligations under Section 5.6 below.
- (e) **Capital Facilities Maintenance Charge.** An annual Capital Facilities Maintenance Charge to cover routine maintenance of capital facilities to meet the Eastside facility standards as set forth in Eastside Board Policy 0005 (as currently in effect or as subsequently amended). See Exhibit D. For 2024, the Capital Facilities Maintenance Charge is \$30,000.

**4.2. Start-Up Costs.** As a one-time fee to cover Mercer Island's proportionate share of Eastside's Liability Reserve Fund, as set forth in Eastside Board Financial Policy 0002, Section 5.5 (as currently in effect or as subsequently amended), Mercer Island shall be responsible for paying Eastside the sum of \$1,207,806 on or before the Implementation Date of this Agreement or on a schedule as mutually agreed upon between Eastside and Mercer Island. Additionally, should the implementation date be prior to January 1, 2024, Mercer Island shall pay, on or before the Implementation Date, a one-time charge of \$110,262.00 representing the cost to Eastside of adding and

funding the accounts of 29 employees to the VEBA health reimbursement arrangement plan for qualified medical expenses.

#### 4.3. Annual Adjustments to Charges.

- (a) **Annual Escalator.** The annual charge to Mercer Island for Operations Costs, Equipment Replacement and Capital Facilities Maintenance described in Section 4.1 above shall increase by 3 percent annually.
- (b) **Reconciliation.** The annual charge to Mercer Island shall be subject to the following process to reconcile the Personnel Costs estimated at the beginning of the year to the Actual Personnel incurred by Eastside over the course of the year ("Reconciliation Adjustment"):
  - (i) **Actual Personnel Costs.** Mercer Island shall pay to Eastside the Actual Personnel Costs incurred to render services described in Section 3. Actual Personnel Costs shall include the fully burdened rate based on actual wages (including overtime) and benefits paid and accrued during the year.
  - (ii) **Timing.** The initial calculation of Personnel Costs for a particular year shall be established by October 15th based on budgeted personnel cost for the subsequent calendar year, and such budgeted amount shall then be reconciled to the Actual Personnel Costs by no later than March 31st of the year following the contract year. Example: By October 15th, 2024, Eastside will establish a budgeted Personnel Cost for calendar year 2025. Mercer Island will pay this amount for services rendered in 2025. Eastside will then reconcile the budgeted amount to the Actual Personnel Cost and provide Mercer Island with a reconciliation for 2025 no later than March 31, 2026.
  - (iii) **Payment.** Following receipt of the reconciliation from Eastside, Mercer Island shall pay any difference between the initial Personnel Costs and Actual Personnel Costs, no later than April 30th; provided, that if initial Personnel Costs paid by Mercer Island exceed Actual Personnel Costs for a given year, such difference shall be credited against Personnel Costs due for the following year, unless this Agreement will expire at the end of the year for which such costs were paid by Mercer Island, in which case such difference shall be refunded to Mercer Island.

#### 4.4. Payment Procedures.

Eastside shall invoice and Mercer Island shall pay all invoiced amounts within 30 days. In the event the Implementation Date is established on a date prior to January 1, 2024, the cost of services for that portion of 2023 following the Implementation Date shall be prorated on a 365-

day basis. (For example, if the Implementation Date is November 1, Mercer Island would pay 61/365 or 17 percent of the full annual amount.)

- 4.5. **Charges Under RCW 52.30.020.** Eastside may exercise its powers under RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions, or municipal corporations owning real property or improvements within Mercer Island's service area.
5. **PROPERTY OWNERSHIP AND FUNDING.** All real and personal property that is owned or acquired by Mercer Island for use by Eastside in carrying out this Agreement shall be owned and funded as follows:
  - 5.1. **Real Property Ownership.** Stations 91 and 92, and the real property upon which they are situated, and all other real property that is acquired by Mercer Island prior to the Commencement Date of this Agreement shall remain the real property of Mercer Island. Following execution of this Agreement and before the Commencement Date, Mercer Island shall file with Eastside's Fire Chief an inventory of such before-acquired real property. All real property acquired jointly by Mercer Island and Eastside after the Commencement Date shall be the joint real property of Mercer Island and Eastside, and all real property acquired separately by Mercer Island or Eastside after the Commencement Date shall be the separate real property of that party. Eastside shall have exclusive access to and control over all real property listed in **Exhibit B**, attached hereto. Such real property shall be under the exclusive direction and control of Eastside, subject to Mercer Island's right, with reasonable notice, to enter the premises to inspect the facilities and equipment, and to otherwise assure compliance with the terms of this Agreement and applicable laws and regulations.
  - 5.2. **Real Property Maintenance and Repair.** The Eastside Board of Directors shall fund the maintenance and repair of all real property in accordance with **Exhibit C** and **Exhibit D**. **Exhibit D** shall include the establishment and funding of a special account for maintenance and repair of real property. In conjunction with Eastside's budgeting process, the Eastside Board of Directors may, by motion, amend **Exhibit C** and **Exhibit D**. Any such motion shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement.
  - 5.3. **Improvements to Real Property.** The Eastside Board shall determine and carry out all improvements to real property. Upon request by Mercer Island, the Eastside Board may carry out improvements to Mercer Island's separate real property that are paid for entirely by Mercer Island.
  - 5.4. **Personal Property Ownership.** Following execution and before the Effective Date of this Agreement, Mercer Island shall file with Eastside's Fire Chief an inventory, a statement of fair market value, and a depreciation schedule of all

personal property acquired by Mercer Island prior to the Commencement Date. **Exhibit B**, which is incorporated in and attached to this Agreement, lists and describes the personal property over which Eastside has exclusive access and control while this Agreement remains in effect, and indicates whether the personal property is considered separate personal property of Mercer Island or joint personal property of Eastside and Mercer Island.

- 5.5. **Personal Property Replacement.** The Eastside Board of Directors shall fund, replace, value, and depreciate all personal property listed and described in **Exhibit B** and **Exhibit C**, including the establishment and funding of a special account for replacement of personal property. In conjunction with Eastside's budgeting process, the Board may, by motion, amend **Exhibit B** and **Exhibit C**; provided, that no transfer of ownership of real property from Mercer Island to Eastside may be effectuated without the approval of Mercer Island's City Council. Any such motion shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement. Mercer Island shall provide Eastside with all applicable service and maintenance records, shop manuals, and other documents related to Mercer Island's personal property.
- 5.6. **Apparatus and Vehicle Replacement.** Except as provided in Section 5.7 below, Mercer Island shall be responsible for purchasing replacement apparatus and vehicles to be used by Eastside in providing services under this Agreement in accordance with Mercer Island's adopted capital equipment replacement schedule, attached hereto as **Exhibit E**.
- 5.7. **Capital Improvements.** Eastside shall be responsible for the equipment replacement and capital facilities maintenance expenditures ("Capital Expenditures Program") identified in **Exhibit D**. Eastside shall update its Capital Expenditures Program in conjunction with its budgeting process with input from Mercer Island's City Council. In the event of a dispute between Eastside and Mercer Island over the Capital Expenditures Program or the funding of capital improvements or equipment, such dispute shall be resolved in accordance with the Dispute Resolution process set forth in Section 12.
- 5.8. **General Obligations Bond.** Any existing and acquired general obligation bonds by Mercer Island will remain the obligation of Mercer Island.
- 5.9. **Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfer of records between the parties.
- 5.10. **Utilities.** Eastside shall be responsible for payment of all utilities for the real property.
- 5.11. **SEPA Mitigation.** Mercer Island, under certain circumstances, has the ability to require actions of mitigation which may have an impact upon fire protection for development or other activities within Mercer Island's service area. Prior

to the City of Mercer Island's issuance of a SEPA threshold determination for development or other activity within Mercer Island's service area which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which Mercer Island may require mitigation, Mercer Island and Eastside shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation, if any, to recommend to the City of Duvall's SEPA responsible official.

## 6. EMPLOYEE TRANSFERS.

- 6.1. **Employer.** Eastside shall serve as the employer of all employees and shall employ all employees necessary to fulfill the purposes of this Agreement, consistent with applicable laws and regulations. Eastside assumes all retirement system obligations with respect to employees who transition from Mercer Island to Eastside pursuant to this Agreement, except as set forth in Section 6.5 below. The adopted budget of Eastside shall contain sufficient funds to pay all wages, salaries, employee benefits, payroll taxes, and other expenses of employees.
- 6.2. **Transition of Mercer Island Employees to Eastside.** In taking on additional personnel to provide services under this Agreement, Eastside will give first consideration to Mercer Island employees.
- 6.3. **Collective Bargaining.** Each party shall undertake to collectively bargain the impacts of this Agreement upon the respective labor unions representing each party's employees. The Eastside Union and the International Association of Firefighters Union Local 1762 ("Mercer Island Union") shall each independently approve agreements, with Eastside and Mercer Island respectively, establishing the conditions under which the Mercer Island firefighters will be integrated into the Eastside Union.
- 6.4. **Indemnification Regarding Mercer Island Personnel Claims.** Mercer Island shall indemnify, defend, and hold Eastside harmless from any and all demands, claims, actions, judgments, or liabilities of any kind (including defense costs and awards of attorney fees) by former Mercer Island personnel, that arise out of or relate to Mercer Island's acts or omissions prior to the Commencement Date of this Agreement.
- 6.5. **Mercer Island LEOFF 1 Responsibility.** Mercer Island shall retain the liability for retired LEOFF 1 Mercer Island personnel to include medical and long-term care insurance payments and any other expenses incurred by Mercer Island LEOFF 1 personnel in accordance with Mercer Island policies and procedures.

- 6.6. Accrued Employee Leave Balances.** Mercer Island shall be responsible for the full amount of Mercer Island employee leave balances existing on the Commencement Date of this Agreement.

## **7. OVERSIGHT AND ADMINISTRATION.**

- 7.1. Mercer Island Meetings.** Eastside will provide a Mercer Island Liaison (appointed by Eastside) to attend Mercer Island's City Council meetings and other such duties as assigned by the Fire Chief, provided that such duties do not, in the opinion of the Fire Chief, interfere with or disrupt the overall operation and management of Eastside. The Liaison shall provide Mercer Island's City Council with regular updates on Eastside operations.
- 7.2. Annual Report.** The Fire Chief or designee shall provide an annual report to the Mercer Island City Council regarding the services provided under this Agreement on or before July 1 of each year beginning in 2024.
- 7.3. Administration of Agreement.** The Fire Chief shall be the administrator of this Agreement. The Fire Chief shall have authority to establish administrative policies and procedures to carry out the purposes of this Agreement.

## **8. EXISTING AGREEMENTS.**

- 8.1. Mutual and Automatic Aid Agreements.** Eastside shall assume Mercer Island's contractual responsibility and obligations for the provision of mutual and automatic aid under agreements between Mercer Island and other fire agencies. At such time as these agreements are renegotiated and re-executed, Eastside will represent Mercer Island's interests and shall be signatory to the agreements. Mercer Island's City Council shall not have authority to approve Eastside's execution of mutual aid agreements (or amendments to existing agreements) unless the other parties to such agreements specifically require that Mercer Island be a named party to such agreements.

## **9. INDEMNIFICATION AND HOLD HARMLESS.**

- 9.1.** Mercer Island shall protect, defend, indemnify, and hold harmless Eastside (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of Mercer Island (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement. Eastside shall protect, defend, indemnify, and hold harmless Mercer Island (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of Eastside (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement.

## 10. INSURANCE.

**10.1. Eastside Insurance.** Eastside shall provide insurance coverage for all of Eastside and Mercer Island's operations, facilities, equipment, and personnel. The insurance coverage shall include all risk property insurance, insuring fire station contents at replacement cost, and general liability insurance, including errors and omissions coverage.

## 11. INDEPENDENT MUNICIPAL GOVERNMENTS.

**11.1. Independent Governments.** The parties recognize and agree that Eastside, its members, and Mercer Island are independent government agencies. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of the parties. This Agreement shall not be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.

**11.2. No Agency.** Except as specifically provided in this Agreement, neither party has any right, power or authority to enter into any binding agreement or undertaking with a third party for or on behalf of the other party.

**11.3. Debts and Obligations.** Neither Mercer Island nor Eastside, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.

**11.4. Assignment of Resources.** Eastside shall have the sole discretion to temporarily allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the services described in this Agreement are provided within the jurisdictional boundaries of Eastside and Mercer Island.

## 12. DISPUTE RESOLUTION.

**12.1.** Prior to any other action, the Chair of the Mercer Island City Council and the Fire Chief shall meet and attempt to negotiate a resolution to any and all disputes.

**12.2.** If the parties are unable to resolve the dispute through negotiation, either party may demand mediation with a mediator selected by mutual agreement. Mediation shall occur within 30 days of the demand for mediation, unless the chosen mediator is unavailable within that time frame and the parties agree to a delay to accommodate the mediator's schedule. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and attorney fees.

- 12.3.** If a mediator or the timing of the mediation cannot be agreed upon, or if the mediation fails to resolve the dispute, then either party may submit the matter to the American Arbitration Association for binding arbitration according to its Commercial Arbitration Rules, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a single disinterested arbitrator with both parties sharing equally in the cost of the arbitrator and arbitration. The location of the arbitration shall be mutually agreed or established by the arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and attorney fees.
- 12.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive, and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application, or breach, regardless of whether the dispute is based in contract, tort, a violation of federal law, state statute, or local ordinance, or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded. A party may enforce the final arbitration award in any court of competent jurisdiction.

### **13. MISCELLANEOUS**

- 13.1. Non-Exclusive Agreement.** The parties to this Agreement acknowledge that Eastside retains authority to enter into similar agreements with other municipal agencies.
- 13.2. Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver, estoppel, or abandonment of those covenants, agreements, or options, all of which shall remain in full force and effect.
- 13.3. Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.
- 13.4. Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party is void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment may be made without additional written consent.
- 13.5. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the governing body



of each party. This Agreement may not be modified, supplemented, or otherwise affected by the parties' course of dealing or course of performance.

- 13.6. Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 13.7. Entire Agreement.** This Agreement, together with the Exhibits hereto, constitutes the entire Agreement between the parties. The written terms and provisions of this Agreement, together with the Exhibits hereto, supersede all prior communications, negotiations, representations, and/or agreements, whether verbal or written, between the parties.
- 13.8. Severability.** If any section of this Agreement or its application to a particular person or entity is adjudicated to be invalid, such action shall not affect the validity of any other section not so adjudicated or its applicability to other persons or entities.
- 13.9. Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall not be construed strictly for or against any party.
- 13.10. Notices.** All notices, requests, demands, and other communications required by this Agreement shall be in writing to the addresses listed below, and, except as provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered to the recipient, or three calendar days after the time of mailing if mailed by first class mail, postage prepaid.
- |                         |                             |
|-------------------------|-----------------------------|
| Eastside Fire & Rescue: | City of Mercer Island       |
| Attn: Fire Chief        | Attn: City Manager          |
| 175 Newport Way NW      | 9611 SE 36 <sup>th</sup> St |
| Issaquah, WA 98027      | Mercer Island, WA 98040     |
- 13.11. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 13.12. Survival.** The rights and duties of Sections 2.4, 6, 9, and 12 shall survive expiration or termination of this Agreement.
- 13.13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together constitute this one Agreement.

**ACKNOWLEDGED AND AGREED TO BY:**

**EASTSIDE FIRE & RESCUE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
*Signature*

Jessi Bon

\_\_\_\_\_  
*Print Name*

City Manager

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*David A. Linehan*  
*Attorney for Eastside Fire & Rescue*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Bio Park*  
*Attorney for City of Mercer Island*

## EXHIBIT A

### ASSETS IN EASTSIDE'S EQUIPMENT REPLACEMENT FUND

Gas Detectors  
SCBA  
SCBA Compressors  
Radios  
Defibrillators  
Thermal Imaging Cameras  
Bunker Gear  
Ballistic Vests  
Mobile Data Computers  
Computers/Computer Equipment  
PT Equipment  
Rescue Tools/Airbags  
Hose  
Pump Test Trailer

**EXHIBIT B****MERCER ISLAND - REAL AND PERSONAL PROPERTY UNDER EASTSIDE'S  
EXCLUSIVE ACCESS AND CONTROL**

Fire Station 91 – 3030 78<sup>th</sup> Ave SE, Mercer Island, WA (Parcel 531510-1155)

Fire Station 92 – 8473 SE 68<sup>th</sup> St, Mercer Island, WA (Parcel 302405-9111)

All vehicles titled to Mercer Island at time of contract implementation (see table below).

#	Description	Replacement Reserve	Year	Life	Replacement Date
521	2018 Pierce Pumper	Apparatus	2018	15	2033
498	2017 Chevy 4WD	Fleet	2017	10	2027
502	Fire AID Unit Ford E350	Fleet	2017	20	2037
485	2016 Toyota Rav 4	Fleet	2016	10	2026
487	2016 Toyota Rav 4	Fleet	2016	10	2026
490	2016 Chevrolet Suburban	Fleet	2016	8	2024
495	2016 Toyota Rav 4	Fleet	2016	10	2026
497	2015 Fire Midi Pumper	Apparatus	2015	16	2031
538	Tech Rescue Trailer	Fleet	2014		
268	Tech Rescue Trailer	N/A	1995		
471	Fire Rescue Truck	Apparatus	2013	10	2023
449	2012 North Star Ambulance	N/A	2012	20	2032
458	Lease Purchase-Max Pumper	Apparatus	2012	20	2032
411	09 Suburban 4WD	N/A	2009	8	
399	Fire Maxi Pumper	Apparatus	2008	20	2028
400	Fire Maxi Pumper	Apparatus	2008	20	2028
403	Fire Mini Pumper	Apparatus	2008	16	2024
387	07 NS 138-3 Ambulance Ford E350	N/A	2007	10	*

\* New aid car ordered in 2022; not yet received. Aid #449 will become reserve.

All vehicles listed will be utilized for their useful life. However, only those that are also identified in **Exhibit E** will be included in future replacement by Mercer Island. Additionally, any of these vehicles that end up identified in the 2025 – 2026 Eastside Equipment Replacement Plan will be included for future replacement at Eastside's expense. All vehicles will remain titled to Mercer Island until replacement, at which time the funding party will take title to the new vehicle, and the old vehicle will be surplussed with the proceeds remitted to the original purchaser.

## Exhibit B

## EXHIBIT C

### EASTSIDE PERSONAL PROPERTY

The ownership of all personal property not expressly identified in Exhibit B is owned by Eastside (a Non-Profit Corporation), to include items listed in Table 1 below.

Replacement and maintenance of these items will be purchased out of the Eastside General Fund or the jointly funded Equipment Replacement Fund.

Table 1

IT Equipment
Bunker Gear
Self-Contained Breathing Apparatus
Rescue Equipment
Office Supplies
Radios
Furniture
Uniforms
Hose
Any other property not expressly listed in Exhibit B

## **EXHIBIT D**

### **EASTSIDE CAPITAL EXPENDITURES PROGRAM**

Per paragraph 5.2, this exhibit “shall include the establishment and funding of a special account for maintenance and repair of real property.” The Eastside Board of Directors has adopted and maintains two policies in direct support of this exhibit: (i) Policy 0008 - Equipment Replacement Fund, and (ii) Policy 0005 – Capital Facilities Maintenance Fund.

The Equipment Replacement and Capital Facilities Maintenance schedules adopted by the Eastside Board shall serve as Exhibit D and shall be updated in connection with Eastside’s annual/biennial budget process.

Mercer Island-owned facilities will be added to Exhibit D as part of the comprehensive 2025-2026 budget creation and adoption process.

## Equipment Replacement Fund Schedule

					2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	<b>Cash Balance</b>				\$390,708	\$678,515	\$478,603	\$1,288,525	\$1,456,220	\$1,834,485	\$2,097,973	\$2,854,070	\$1,389,437	\$2,398,341	\$2,271,228	\$2,958,276	\$3,881,031
	<b>Contributions</b>				\$1,090,938	\$1,123,666	\$1,157,376	\$1,192,097	\$1,227,860	\$1,264,696	\$1,302,637	\$1,341,716	\$1,381,968	\$1,423,427	\$1,466,129	\$1,510,113	\$1,555,417
	<b>Contract Agency Contributions</b>				\$175,591	\$180,859	\$186,285	\$191,873	\$197,630	\$203,558	\$209,665	\$215,955	\$222,434	\$229,107	\$235,980	\$243,059	\$250,351
	<b>Purchases</b>				\$978,723	\$1,504,437	\$533,739	\$1,216,276	\$1,047,224	\$1,204,767	\$756,206	\$3,022,304	\$595,497	\$1,779,647	\$1,015,061	\$830,418	\$743,616
	<b>Net</b>				\$678,515	\$478,603	\$1,288,525	\$1,456,220	\$1,834,485	\$2,097,973	\$2,854,070	\$1,389,437	\$2,398,341	\$2,271,228	\$2,958,276	\$3,881,031	\$4,943,183
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
8839	Engine 173	2010	20	2030								\$969,234					
8840	Engine 178	2010	20	2030								\$969,234					
8842	Engine 183	2012	20	2032										\$1,008,391			
8843	Engine 187	2016	20	2036													
8845	Engine 185	2016	20	2036													
8845	Engine 172	2016	20	2036													
	Engine 182 (Quint)			See line 46													
8832	Backup Engine	2001	25	2026													
8833	Backup Engine	2001	25	2026													
8834	Backup Engine	2003	25	2028													
8835	Reserve (wildland 76)	2004	25	N/A													
8836	Reserve (wildland 74)	2004	25	N/A													
8841	Reserve (E288)	2012	25	N/A													
	<b>Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,938,468	\$0	\$1,008,391	\$0	\$0	\$0
	<b>Tax</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,847	\$0	\$100,839	\$0	\$0	\$0
	<b>Total</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,132,315	\$0	\$1,109,230	\$0	\$0	\$0
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
7842	Aid 171	2017	10	2027					\$247,236								
7843	Aid 183	2017	10	2027					\$247,236								
7840	Aid 178	2014	10	2024	\$228,408												
7839	Aid 187	2011	10	2021				\$242,388							\$278,428		
7838	Aid 185	2011	10	2021				\$242,388									
7841	Back up Aid Unit	2015	20	2035													
7826	Back up Aid Unit	1999	20	2019													
7828	Aid 276 (reserve)	1999	20	2019													
7832	Aid 288 (reserve)Eliminate	1999	20	2019													
7836	Public Educ. Aid	2006	20	N/A													
7831	Swiftwater Aid (Eliminate)	2000	20	N/A													
7825	Aid 189 (Surplus?)	1999	20	N/A													
	<b>Subtotal</b>				\$228,408	\$0	\$0	\$484,776	\$494,472	\$0	\$0	\$0	\$0	\$0	\$278,428	\$0	\$0
	<b>Tax</b>				\$22,841	\$0	\$0	\$48,478	\$49,447	\$0	\$0	\$0	\$0	\$0	\$27,843	\$0	\$0
	<b>Total</b>				\$251,249	\$0	\$0	\$533,254	\$543,919	\$0	\$0	\$0	\$0	\$0	\$306,271	\$0	\$0
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
9811	Ladder 171	2018	20	2038													
9810	Engine 182 (Quint)	2009	20	2029													
	<b>Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Tax</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## Exhibit D



## Equipment Replacement Fund Schedule

	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3806	Tender 173	2002	35	2037	?												
3809	Tender 187	2017	30	2047													
3807	Tender 185	2002	35	2037	?												
3808	Tender 183	2011	30	2041													
6806	TRT Rescue 187	2002	22	2024		\$606,226											
1851	BC 171	2019	5	2024		\$96,554					\$106,603					\$117,699	
1852	BC181	2019	5	2024		\$96,554					\$106,603					\$117,699	
1853	BC - OPS - Back-up	2019	5	2024													
6807	Air Unit 185	1994	30	2024		\$150,000											
5822	F550 B182	2020	15	2035													\$178,531
6810	Brush 178	2010	20	2030								\$161,701					
8838	Brush 187	2008	20	2028						\$155,422							
2815	Marine	2019	20	2039													
5820	COM	2019	30	2049													
	<b>Subtotal</b>				\$0	\$949,333	\$0	\$0	\$0	\$155,422	\$213,206	\$161,701	\$0	\$0	\$0	\$235,397	\$178,531
	<b>Tax</b>				\$0	\$94,933	\$0	\$0	\$0	\$15,542	\$21,321	\$16,170	\$0	\$0	\$0	\$23,540	\$17,853
	<b>Total</b>				\$0	\$1,044,267	\$0	\$0	\$0	\$170,964	\$234,527	\$177,871	\$0	\$0	\$0	\$258,937	\$196,384
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5819	Mail Van	2015	10	2025			\$36,570										\$44,578
1846	Explorer Fire Chief	2015	12	2027					\$50,730								
1855	Explorer DC	2021	12	2033											\$57,130		
5821	Shop Pick up Truck	2008	15	2023	\$49,735												
1856	Explorer DC	2021	12	2033											\$57,130		
	UTV (Polaris)	2012	12	2024		\$25,365											
	UTV (Club)	2012	12	2024		\$25,365											
1840	AFM	2008	15	2023	\$46,866												
1841	AFM	2008	15	2023	\$46,866												
1842	AFM	2008	15	2023	\$46,866												
5816	Facilities	2008	15	2023	\$67,570												
5817	Shop Service	2011	15	2026				\$71,706									
	Forklift	2016	20	2036													
	<b>Subtotal</b>				\$257,904	\$50,730	\$36,570	\$71,706	\$50,730	\$0	\$0	\$0	\$0	\$0	\$114,260	\$0	\$44,578
	<b>Tax</b>				\$25,790	\$5,073	\$3,657	\$7,171	\$5,073	\$0	\$0	\$0	\$0	\$0	\$11,426	\$0	\$4,458
	<b>Total</b>				\$283,694	\$55,803	\$40,227	\$78,876	\$55,803	\$0	\$0	\$0	\$0	\$0	\$125,686	\$0	\$49,036
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Gas Detectors	2017	5	2022	\$13,739		\$10,510	\$52,883				\$7,891			\$16,748		
	SCBA	2015	15	2030						\$474,867							
	Radio	0	0	2022													
	Defib	2022	8	2030								\$225,504					
	SCBA Compressors	2017	8	2025			\$63,178	\$128,883		\$67,045	\$68,386				\$74,023	\$75,503	
	MDC	2020	5	2025													
	TI Camera	2017	5	2022	\$29,298				\$31,713					\$35,014			
	Pump Test Tractor	2021	30	2051													
	Bunker Gear	2017	1	2018	\$133,926	\$136,605	\$139,337	\$142,124	\$144,966	\$147,865	\$150,823	\$153,839	\$156,916	\$160,054	\$163,255	\$166,520	\$169,851
	Ballistic Vests	2017	10	2027									\$134,097				
	Computers	2017	1	2018	\$167,587	\$170,938	\$174,357	\$162,844	\$166,401	\$185,029	\$188,730	\$192,504	\$181,355	\$185,282	\$204,287	\$204,287	\$208,373
	PT Equipment	2017	1	2018	\$22,081	\$22,523	\$22,974	\$23,433	\$23,902	\$24,380	\$24,867	\$25,365	\$25,872	\$26,389	\$26,917	\$27,456	\$28,005
	Rescue Tool/Airbags	2017	15	2032										\$158,746			
	Hose	2017	1	2018	\$36,804	\$37,541	\$38,291	\$39,057	\$39,838	\$40,635	\$41,448	\$42,277	\$43,122	\$43,985	\$44,864	\$45,762	\$46,677
	<b>Subtotal</b>				\$403,436	\$367,607	\$448,647	\$549,224	\$406,820	\$939,821	\$474,253	\$647,380	\$541,361	\$609,470	\$530,095	\$519,528	\$452,905
	<b>Tax</b>				\$40,344	\$36,761	\$44,865	\$54,922	\$40,682	\$93,982	\$47,425	\$64,738	\$54,136	\$60,947	\$53,009	\$51,953	\$45,291
	<b>Total</b>				\$443,780	\$404,368	\$493,512	\$604,146	\$447,503	\$1,033,803	\$521,679	\$712,118	\$595,497	\$670,417	\$583,104	\$571,481	\$498,196

## Exhibit D

## Capital Facilities Maintenance Fund Schedule

Item	Career	Volunteer	Admin/Shop
	Less than (years)	Less than (years)	Less than (years)
Flooring (Vinyl)	20	30	20
Flooring (Tile)	30	40	30
Flooring (Concrete)	25	25	25
Carpet	15	30	20
Paint (interior)	20	30	20
Paint (exterior)	20	25	20
Generator	25	35	25
Cabinetry	25	35	25
Windows	50	50	50
Vehicle Exhaust	25	35	25
Septic System(s)	40	50	40
Shop Lifts	0	0	30
Roof 40 yr	40	40	40
Roof 50 yr	50	50	50
Roof 30 yr	30	30	30
HVAC	15	30	15
Blank	0	0	0
Garage Door (roll-up)	25	35	25
Garage Door (bi-fold)	50	50	50
Asphalt (replace)	50	50	50
Asphalt (seal)	5	5	5
Communications Systems	20	20	20
Deck	25	25	25
Fixtures	25	35	25
Appliances	15	30	15
Walkways	50	50	50
Entry Hardware (key way)	5	5	5
Entry Hardware (cardlock)	15	15	15
Hot Water	8	12	8

- 1) Carpet (when due for replacement) will be replaced by solid surface flooring (example; vinyl, polished concrete, laminate).
- 2) Septic systems shall be connected to sewer, if available, when due for replacement.
- 3) Roof replacement assumes replacement of gutters and skylights.
- 4) All stations will be upgraded to a cardlock system no later than 12/31/19.
- 5) Parking lot sealing includes lot striping.
- 6) Interior paint includes ceiling tile replacement when applicable.

## Exhibit D

## 2023-2024 Capital Facilities Maintenance Fund Plan

<b>CFMF Scheduled Maintenance Expenditures</b>			
<b>Fund Balance</b>		<b>\$ 395,880.00</b>	<b>\$ 100,880.00</b>
<b>Contributions</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>		<b>\$ 295,000.00</b>	<b>\$ 365,000.00</b>
<b>Net</b>		<b>\$ 100,880.00</b>	<b>\$ (264,120.00)</b>
<b>Description</b>	<b>Station</b>	<b>2023</b>	<b>2024</b>
Interior door repair	87	\$ 20,000.00	
Classroom upgrade	HQ	\$ 50,000.00	
	85		\$ 50,000.00
Painting - Exterior	81		\$ 15,000.00
Brivo card lock system	31	\$ 30,000.00	
	33	\$ 15,000.00	
	35	\$ 20,000.00	
	Annex	\$ 5,000.00	
Resealing concrete floors			
	72		\$ 25,000.00
	78	\$ 15,000.00	
	85		\$ 35,000.00
Extractors - Replace	72		\$ 15,000.00
Septic/Sewer updates	81	\$ 10,000.00	
LED lighting upgrades (bays)	73	\$ 15,000.00	
	81	\$ 5,000.00	
	85	\$ 15,000.00	
Hazardous Tree Removal	31	\$ 10,000.00	
Exhaust Equipment	31		\$ 100,000.00
	33		\$ 50,000.00
	35		\$ 50,000.00
4 Post Vehicle Lift System	HQ	\$ 40,000.00	
Classroom soundproofing	HQ	\$ 20,000.00	
Unanticipated Repairs		\$ 25,000.00	\$ 25,000.00
Total Planned Expenditures:		<b>\$ 295,000</b>	<b>\$ 365,000</b>

## Exhibit D

## EXHIBIT E

### Mercer Island's Fleet Replacement Schedule

#	Description	Replacement Reserve	Year	Life	Replacement Date
521	2018 Pierce Pumper	Apparatus	2018	15	2033
498	2017 Chevy 4WD	Fleet	2017	10	2027
502	Fire AID Unit Ford E350	Fleet	2017	20	2037
490	2016 Chevrolet Suburban	Fleet	2016	8	2024
495	2016 Toyota Rav 4	Fleet	2016	10	2026
497	2015 Fire Midi Pumper	Apparatus	2015	16	2031
538	Tech Rescue Trailer	Fleet	2014		
471	Fire Rescue Truck	Apparatus	2013	10	2023
458	Lease Purchase-Max Pumper	Apparatus	2012	20	2032
399	Fire Maxi Pumper	Apparatus	2008	20	2028
400	Fire Maxi Pumper	Apparatus	2008	20	2028
403	Fire Mini Pumper	Apparatus	2008	16	2024
268	Tech Rescue Trailer	N/A	1995		
TBD	New aid car ordered in 2022	Fleet	2022	20	2042

## INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This Agreement is entered into between EASTSIDE FIRE & RESCUE (“Eastside”), a nonprofit corporation organized under chapter 24.03 RCW, and the CITY OF MERCER ISLAND, WASHINGTON (“Mercer Island”).

### RECITALS

1. Eastside currently provides fire and emergency medical services to the cities of Issaquah, North Bend, and Sammamish and within King County Fire District Nos. 10 and 38 and Woodinville Fire & Rescue, including the city of Carnation and other unincorporated areas in the eastern Puget Sound region.
2. Mercer Island currently provides fire and emergency medical services to approximately 6.32 square miles within the City of Mercer Island and the surrounding waters.
3. Eastside and Mercer Island each maintain and operate their own fire departments to provide fire protection, fire suppression, and emergency medical services in their respective jurisdictions.
4. The governing body of the City of Mercer Island is considering that fire and emergency medical services may be more sustainably, efficiently, and effectively provided to its residents by transitioning these services to a regional fire services agency.
5. The purpose of this Agreement is to allow Eastside to provide fire protection, fire suppression, emergency medical, and related administrative services to Mercer Island.

### TERMS OF AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

#### 1. DEFINITIONS.

- 1.1. The following terms, when used in this Agreement, are defined as follows and in **Exhibit F** hereto:

- (a) “Fire Chief” means the duly appointed Fire Chief, or acting Fire Chief, of Eastside.
- (b) “Material Breach” means either:
  - (i) Eastside’s failure to provide services at the level specified in Section 3 of this Agreement;

- (ii) Mercer Island's failure to pay the amounts specified in this Agreement; or
- (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.

## 2. TERM, RENEWALS, AND TERMINATION.

**2.1. Initial Term.** This Agreement takes effect on January 1, 2024 ("Commencement Date") and shall remain in effect through December 31, 2033 ("Initial Term") unless earlier terminated for material breach in accordance with Section 2.5. The "Implementation Date" of this Agreement shall be January 1, 2024, unless the parties mutually agree in writing to delay implementation to a later date certain. The Implementation Date is the date on which Eastside's service obligations will begin, Mercer Island's payment obligations begin, and the employees and assets are transferred.

**2.2. Renewal Terms.** At the conclusion of the Initial Term, this Agreement shall automatically renew for successive ten-year terms (each a "Renewal Term"), unless a written notice of termination is given pursuant to Section 2.3.

**2.3. Voluntary Termination.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended and substantial planning efforts have been undertaken and relied on. Therefore, termination of this Agreement shall not be effective unless a party transmits to the other party a written notice of termination in January 2031, or in January of the eighth year of any Renewal Term, as applicable. If such written notice is timely provided, the termination shall be effective as of the end of the then-current Initial Term or Renewal Term, as applicable.

### 2.4. Responsibility and Liability Upon Termination.

- (a) If Eastside lays off any employees as a result of Mercer Island's termination of this Agreement, Mercer Island shall be responsible for payment of accrued employee benefits, continuation of employee benefits required by law, and unemployment compensation for a period not to exceed five years, provided the payments shall not include amounts paid by Mercer Island in annual charges or one-time transition costs. For purposes of this paragraph, "employee" means an individual whose employment with Eastside has been terminated as a direct result of Mercer Island's termination of this Agreement. If Mercer Island establishes its own fire department upon termination of this Agreement, it shall collectively bargain with the International Association of Firefighters Local 2878 ("Eastside Union") to assume employment of laid-off employees upon substantially the same terms of employment as contained in the collective bargaining agreement ("CBA") negotiated

between Eastside and the Eastside Union. If Mercer Island contracts for service with another entity, Mercer Island shall collectively bargain with the Eastside Union and transition employment of laid-off employees to the new entity providing service to Mercer Island.

- (b) Upon termination of this Agreement, Mercer Island shall remain liable and responsible for its pro rata share of all liabilities, payments, and obligations incurred by or attributed to Mercer Island during the Initial Term (or any Renewal Term). In addition, upon termination by Mercer Island, Mercer Island shall be liable for all expenses incurred by Eastside attributable to requests and directions made by Mercer Island pursuant to termination, including payment of overtime if Mercer Island requests that Eastside refrain from hiring employees prior to termination. Within 30 days after the date of termination, Eastside shall settle with Mercer Island all liabilities, payments, and obligations that became fixed on or before the date of termination. Within 30 days after any liabilities, payments, or obligations became fixed after the date of termination, Eastside shall settle such liabilities, payments, and obligations with Mercer Island.
- (c) Eastside shall return all separate real property and separate personal property, as identified in the Exhibits hereto, to Mercer Island on or before the effective date of termination. Eastside shall determine the fair market value of all joint real property and joint personal property. On or before the effective date of the termination, Mercer Island shall receive or pay, as applicable, in cash or property, its percentage or ratio of the net fair market value of any joint real property and joint personal property, as determined in accordance with Eastside's financial statements for the year of termination. If Mercer Island disputes Eastside's determination of fair market value of the joint real property or joint personal property or Mercer Island's proportionate share thereof, Mercer Island shall pay for and accept an appraisal of the fair market value of the property by an appraiser selected jointly by Mercer Island and Eastside.

**2.5. Termination for Material Breach.** Notwithstanding the provisions of Sections 2.2 and 2.3, above, either party may terminate this Agreement in the event of a material breach by the other party, pursuant to the following process:

- (a) The non-breaching party shall provide the breaching party with written notice which sets forth the alleged material breach(es)
- (b) The breaching party shall have 90 days following receipt of the notice from the non-breaching party (the "cure period") to cure such alleged material breach(es), or within such longer period of time as allowed by the non-breaching party in its notice.

- (c) If the breaching party fails to cure such material breaches during the cure period, the non-breaching party may terminate this Agreement upon the expiration of the cure period by providing the breaching party with written notice of termination of this Agreement. In that event, the termination shall be subject to the wind-up provisions set forth in Section 2.5(d). The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.
- (d) In the event of a material breach of this Agreement that has not been cured by the expiration of the cure period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of 12 months after the expiration of the cure period (the “wind-up period”). The wind-up period shall be reduced to six months if the material breach involves Mercer Island’s failure to make the required payments or Eastside’s failure to provide the services required as set forth in Section 3. During the wind-up period, the parties shall coordinate their efforts to transition services in a reasonable and efficient manner. If Eastside continues to provide all services as defined in Section 3 during the wind-up period, Mercer Island will be responsible for all payments required under this Agreement until the conclusion of the wind-up period.

**2.6. Termination Pursuant to Membership in Eastside.** If Mercer Island later decides to join Eastside as a voting member governed by the Eastside Fire & Rescue Interlocal Agreement or any successor agreement thereto (“Eastside ILA”), then the parties to this Agreement shall mutually decide on a termination date and an appropriate plan and process for Mercer Island becoming a member of Eastside, subject to approval by the governing bodies of Eastside’s then-current members through the process provided in the Eastside ILA.

### **3. SERVICES PERFORMED BY EASTSIDE FOR MERCER ISLAND**

- 3.1. Fire Suppression Services.** Eastside shall furnish fire protection, fire suppression, and all hazard emergency response services necessary for the protection of life and property to all properties and persons presently within the boundaries of, or annexed to, Mercer Island, including all real and personal properties owned or leased by Mercer Island. Eastside shall render these services to Mercer Island on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather by providing the most efficient and effective service to the entire area served by Eastside.
- 3.2. Emergency and Non-emergency Medical Services.** Eastside shall furnish emergency medical services, and non-emergency medical services under RCW 35.21.930, to all properties and persons presently within or annexed to



Mercer Island, including all real and personal properties leased or owned by Mercer Island. Eastside shall render these services to Mercer Island on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather by providing the most efficient and effective service to the entire area served by Eastside.

**3.3. Level of Service.** Eastside shall maintain the following staffing levels to support fire suppression and emergency medical services to Mercer Island during the term of this Agreement:

- (a) **Station 91 Staffing.** One engine (cross-staffed with an aid car) and one Battalion Chief truck, with one Battalion Chief; one Officer, one Engineer, and one Firefighter.
- (b) **Station 92 Staffing.** One engine (cross-staffed with an aid car and midi), with one Officer, one Engineer, and one Firefighter.
- (c) **Fire Marshal's Office.** One Fire Marshal.
- (d) **Overall Staffing Levels.** For purposes of this Agreement, the parties anticipate that Eastside will maintain employment of 28 uniformed firefighters and 1 fire marshal that are primarily assigned to the City's Stations 91 and 92 to maintain appropriate coverage at each worksite.

Eastside reserves the right to temporarily modify staffing levels from time to time as circumstances may require in its sole reasonable discretion.

**3.4. Fire Prevention Services.** Eastside shall provide fire prevention and public education services to property owners, residents, and businesses located within Mercer Island's service area. It is assumed that Eastside will, throughout the year, receive from residents, property owners, and/or businesses within the City, requests for other prevention and education services and Eastside will accommodate those requests, as staffing allows, as it would do under similar circumstances for requests elsewhere within the Eastside service area.

**3.5. Fire Marshal Services (fire code compliance and inspection).** Eastside agrees to provide the following fire marshal services for properties and projects within Mercer Island's service area, utilizing State Codes and local ordinances as applicable: pre-construction plan review and approval; testing of sprinkler and other fire suppression systems and detection systems in new construction; occupancy inspections; wood stove inspections; fireworks permits and other related permits; code interpretation in conjunction with construction; inspection of commercial buildings and witness testing of fire alarm systems for certification in new construction; and ongoing existing building, facilities, and properties inspections; and fire investigations. In connection with providing Fire Marshal services, Eastside shall also be

available for periodic meetings with and consulting for appropriate city or county officials. Should an outside resource be required for any plan review services (e.g., third-party peer review, recording fees, etc.), Mercer Island shall reimburse Eastside directly. Additionally, it is understood that the Fire Marshal may be required to assist in other Eastside service areas, just as the Eastside Fire Marshal and Fire Prevention staff may be assigned to Mercer Island. It is the Parties' intention that the Mercer Island Fire Marshal will provide fire marshal services primarily to the City of Mercer Island.

- (a) Eastside shall report fire code violations to the City of Mercer Island and shall cooperate with city and county building and code enforcement officials to administer and enforce the applicable fire codes, but Eastside shall have no direct responsibility for code enforcement, which shall remain the responsibility of the building, planning, and/or code enforcement officers of Mercer Island. Any legal costs incurred by Eastside in the enforcement of fire codes shall be paid by Mercer Island and shall not be an operating expense of Eastside. Any awards of costs, attorneys' fees, penalties, or fines in an enforcement action shall be the property of the enforcing city or county.
- (b) All permits shall be issued by and under the authority of the permitting authorities within Mercer Island's service area. Eastside shall work closely with such authorities as needed to carry out the fire code and ensure a timely and coordinated permitting process.

**3.6. Hazardous Materials Incident Response.** Eastside shall provide operational level hazardous materials response capabilities at the same level currently provided to its service area, either by Eastside employees or by contract. The service to be provided by Eastside does not include cleanup, remediation, or cost recovery from hazardous materials, nor shall Eastside be responsible for response levels beyond that of "Operations" as identified in NFPA 472. Eastside shall not bear any responsibility for any costs of Hazmat Response within Mercer Island's jurisdictional boundaries.

**3.7. Dispatch Services.** Dispatch services shall be provided to Mercer Island through Eastside's contractual arrangement with NORCOM.

**3.8. Fire Chief and Administrative Services.**

- (a) **Fire Chief.** Mercer Island shall designate Eastside's duly appointed Fire Chief, or acting Fire Chief, as the fire chief of Mercer Island. Eastside's Fire Chief shall have and exercise all powers granted to the fire chief in Mercer Island's governing documents. Eastside's Fire Chief shall hire, discipline, discharge, and supervise all employees and volunteers of Eastside, including all employees and volunteers who provide service within Mercer Island's service area.

- (b) **Administrative Services.** Eastside shall provide all administrative oversight and support functions necessary to effectively deliver the services provided under this Agreement, including Mercer Island's accounts payable, accounts receivable, audit, and bookkeeping functions, as well as personnel management and supervision.

**3.9. Mercer Island Addendum.** In addition to the services and associated terms set out in Section 3, Eastside shall provide the services set out in **Exhibit F** hereto in accordance with the terms set out in this Agreement and in **Exhibit F**. Further, the parties acknowledge that the Exhibits to this Agreement may be modified by the City Manager without further action by the Mercer Island City Council, provided the City Manager shall report all modifications to the City Council as soon as practicable following the modification, and provided further that no modifications shall be made without City Council pre-approval where the modification results in a cost increase in excess of budget authority.

#### 4. PAYMENT FOR SERVICES.

**4.1. Charges Due Annually.** For the services provided by Eastside pursuant to this Agreement, Mercer Island shall pay Eastside the following amounts annually:

- (a) **Personnel Costs.** Personnel Costs consisting of all employee and employee-related expenses, including wages, benefits, and overtime costs incurred to render services described in Section 3. For 2024, Mercer Island shall pay Personnel Costs of \$6,093,411, subject to the adjustments described in Section 4.3(b) below.
- (b) **Operations Costs.** Operations Costs consisting of all operating expenses incurred annually to adequately render services described in Section 3 to Mercer Island. For 2024, Mercer Island shall pay Operations Costs of \$1,065,449, subject to the adjustments described in Section 4.3(a) below.
- (c) **Contract Administration Charge.** An annual Contract Administration Charge equal to 10 percent (10%) of the sum of Personnel Costs and Operations Costs. For 2024, the Contract Administration Charge is \$715,886. The Contract Administration Charge is not subject to the Reconciliation adjustment described in Section 4.3(b) below.
- (d) **Equipment Replacement Charge.** An annual Equipment Replacement Charge to cover routine replacement of items listed in **Exhibit A**. For 2024, the Equipment Replacement Charge is estimated to be \$114,000. The annual Equipment Replacement Charge does not include or offset Mercer Island's apparatus and vehicle replacement obligations under Section 5.6 below.

- (e) **Capital Facilities Maintenance Charge.** An annual Capital Facilities Maintenance Charge to cover routine maintenance of capital facilities to meet the Eastside facility standards as set forth in Eastside Board Policy 0005 (as currently in effect or as subsequently amended). See **Exhibit D**. For 2024, the Capital Facilities Maintenance Charge is \$30,000.

**4.2. Start-Up Costs.** As a one-time fee to cover Mercer Island's proportionate share of Eastside's Liability Reserve Fund, as set forth in Eastside Board Financial Policy 0002, Section 5.5 (as currently in effect or as subsequently amended), Mercer Island shall be responsible for paying Eastside 100% vacation value and 50% sick leave value calculated as of December 31, 2023, provided payment shall occur in three equivalent annual payments, beginning on January 1, 2024..

**4.3. Annual Adjustments to Charges.**

- (a) **Annual Escalator.** The annual charge to Mercer Island for Operations Costs, Equipment Replacement and Capital Facilities Maintenance described in Section 4.1 above shall increase by 3 percent annually.
- (b) **Reconciliation.** The annual charge to Mercer Island shall be subject to the following process to reconcile the Personnel Costs estimated at the beginning of the year to the Actual Personnel incurred by Eastside over the course of the year ("Reconciliation Adjustment"):
- (i) **Actual Personnel Costs.** Mercer Island shall pay to Eastside the Actual Personnel Costs incurred to render services described in Section 3. Actual Personnel Costs shall include the fully burdened rate based on actual wages (including overtime) and benefits paid and accrued during the year.
  - (ii) **Timing.** The initial calculation of Personnel Costs for a particular year shall be established and provided to Mercer Island no later than October 15th based on budgeted personnel cost for the subsequent calendar year, and such budgeted amount shall then be reconciled to the Actual Personnel Costs by no later than March 31st of the year following the contract year. Example: By October 15th, 2024, Eastside will establish a budgeted Personnel Cost for calendar year 2025. Mercer Island will pay this amount for services rendered in 2025. Eastside will then reconcile the budgeted amount to the Actual Personnel Cost and provide Mercer Island with a reconciliation for 2025 no later than March 31, 2026.
  - (iii) **Payment.** Following receipt of the reconciliation from Eastside, Mercer Island shall pay any difference between the initial Personnel Costs and Actual Personnel Costs, no later than April 30th; provided, that if initial Personnel Costs paid by Mercer Island

exceed Actual Personnel Costs for a given year, such difference shall be credited against Personnel Costs due for the following year, unless this Agreement will expire at the end of the year for which such costs were paid by Mercer Island, in which case such difference shall be refunded to Mercer Island.

- 4.4. **Payment Procedures.** Eastside shall invoice and Mercer Island shall pay all invoiced amounts within 30 days. In the event the Implementation Date is established on a date prior to January 1, 2024, the cost of services for that portion of 2023 following the Implementation Date shall be prorated on a 365-day basis. (For example, if the Implementation Date is November 1, Mercer Island would pay 61/365 or 17 percent of the full annual amount.)
- 4.5. **Charges Under RCW 52.30.020.** Eastside may exercise its powers under RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions, or municipal corporations owning real property or improvements within Mercer Island's service area.
5. **PROPERTY OWNERSHIP AND FUNDING.** All real and personal property that is owned or acquired by Mercer Island for use by Eastside in carrying out this Agreement shall be owned and funded as follows:
  - 5.1. **Real Property Ownership.** Stations 91 and 92, and the real property upon which they are situated, and all other real property that is acquired by Mercer Island prior to the Commencement Date of this Agreement shall remain the real property of Mercer Island. Following execution of this Agreement and before the Commencement Date, Mercer Island shall file with Eastside's Fire Chief an inventory of such before-acquired real property. All real property acquired jointly by Mercer Island and Eastside after the Commencement Date shall be the joint real property of Mercer Island and Eastside, and all real property acquired separately by Mercer Island or Eastside after the Commencement Date shall be the separate real property of that party. Eastside shall have exclusive access to and control over all real property listed in **Exhibit B**, attached hereto. Such real property shall be under the exclusive direction and control of Eastside, subject to Mercer Island's right, with reasonable notice, to enter the premises to inspect the facilities and equipment, and to otherwise assure compliance with the terms of this Agreement and applicable laws and regulations.
  - 5.2. **Real Property Maintenance and Repair.** The Eastside Board of Directors shall fund the maintenance and repair of all real property in accordance with **Exhibit C** and **Exhibit D**. **Exhibit D** shall include the establishment and funding of a special account for maintenance and repair of real property. In conjunction with Eastside's budgeting process, the Eastside Board of Directors may, by motion, amend **Exhibit C** and **Exhibit D**. Any such motion

shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement.

- 5.3. **Improvements to Real Property.** The Eastside Board shall determine and carry out all improvements to real property. Upon request by Mercer Island, the Eastside Board may carry out improvements to Mercer Island's separate real property that are paid for entirely by Mercer Island.
- 5.4. **Personal Property Ownership.** Following execution and before the Effective Date of this Agreement, Mercer Island shall file with Eastside's Fire Chief an inventory, a statement of fair market value, and a depreciation schedule of all personal property acquired by Mercer Island prior to the Commencement Date. **Exhibit B**, which is incorporated in and attached to this Agreement, lists and describes the personal property over which Eastside has exclusive access and control while this Agreement remains in effect, and indicates whether the personal property is considered separate personal property of Mercer Island or joint personal property of Eastside and Mercer Island.
- 5.5. **Personal Property Replacement.** The Eastside Board of Directors shall fund, replace, value, and depreciate all personal property listed and described in **Exhibit B** and **Exhibit C**, including the establishment and funding of a special account for replacement of personal property. In conjunction with Eastside's budgeting process, the Board may, by motion, amend **Exhibit B** and **Exhibit C**; provided, that no transfer of ownership of real property from Mercer Island to Eastside may be effectuated without the approval of Mercer Island's City Council. Any such motion shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement. Mercer Island shall provide Eastside with all applicable service and maintenance records, shop manuals, and other documents related to Mercer Island's personal property.
- 5.6. **Apparatus and Vehicle Replacement.** Except as provided in Section 5.7 below, Mercer Island shall be responsible for purchasing replacement apparatus and vehicles to be used by Eastside in providing services under this Agreement in accordance with Mercer Island's adopted capital equipment replacement schedule, attached hereto as **Exhibit E**.
- 5.7. **Capital Improvements.** Eastside shall be responsible for the equipment replacement and capital facilities maintenance expenditures ("Capital Expenditures Program") identified in **Exhibit D**. Eastside shall update its Capital Expenditures Program in conjunction with its budgeting process with input from Mercer Island's City Council. In the event of a dispute between Eastside and Mercer Island over the Capital Expenditures Program or the funding of capital improvements or equipment, such dispute shall be resolved in accordance with the Dispute Resolution process set forth in Section 12.

- 5.8. General Obligations Bond.** Any existing and acquired general obligation bonds by Mercer Island will remain the obligation of Mercer Island.
- 5.9. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfer of records between the parties.
- 5.10. Utilities.** Eastside shall be responsible for payment of all utilities for the real property.
- 5.11. SEPA Mitigation.** Mercer Island, under certain circumstances, has the ability to require actions of mitigation which may have an impact upon fire protection for development or other activities within Mercer Island's service area. Prior to the City of Mercer Island's issuance of a SEPA threshold determination for development or other activity within Mercer Island's service area which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which Mercer Island may require mitigation, Mercer Island and Eastside shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation, if any, to recommend to the City of Mercer Island's SEPA responsible official.

## **6. EMPLOYEE TRANSFERS.**

- 6.1. Employer.** Eastside shall serve as the employer of all employees and shall employ all employees necessary to fulfill the purposes of this Agreement, consistent with applicable laws and regulations. Eastside assumes all retirement system obligations with respect to employees who transition from Mercer Island to Eastside pursuant to this Agreement, except as set forth in Section 6.5 below. The adopted budget of Eastside shall contain sufficient funds to pay all wages, salaries, employee benefits, payroll taxes, and other expenses of employees.
- 6.2. Transition of Mercer Island Employees to Eastside.** In taking on additional personnel to provide services under this Agreement, Eastside will give first consideration to Local 1762 Mercer Island fire employees. Should the individual who serves as the Mercer Island Fire Marshal on the Commencement Date of this Agreement, accept employment and transfer to Eastside, that person will be placed in Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF) Plan 2, as described in Eastside's Response to Mercer Island's Request for Proposal in **Exhibit H**. If the employee filling the position of Fire Marshal as of the Commencement Date of this Agreement transfers to Eastside as the Fire Marshal and later vacates the position for any reason, Mercer Island and Eastside agree to evaluate Mercer Island's need for a Fire Marshal and the Mercer Island City Manager shall have final approval of changes made, if any, to the position of Fire Marshal.

- 6.3. Collective Bargaining.** Each party shall undertake to collectively bargain the impacts of this Agreement upon the respective labor unions representing each party's employees. The Eastside Union and the International Association of Firefighters Union Local 1762 ("Mercer Island Union") shall each independently approve agreements, with Eastside and Mercer Island respectively, establishing the conditions under which the Mercer Island firefighters will be integrated into the Eastside Union.
- 6.4. Indemnification Regarding Mercer Island Personnel Claims.** Mercer Island shall indemnify, defend, and hold Eastside harmless from any and all demands, claims, actions, judgments, or liabilities of any kind (including defense costs and awards of attorney fees) by former Mercer Island personnel, that arise out of or relate to Mercer Island's acts or omissions prior to the Commencement Date of this Agreement.
- 6.5. Mercer Island LEOFF 1 Responsibility.** Mercer Island shall retain the liability for retired LEOFF 1 Mercer Island personnel to include medical and long-term care insurance payments and any other expenses incurred by Mercer Island LEOFF 1 personnel in accordance with Mercer Island policies and procedures.

## **7. OVERSIGHT AND ADMINISTRATION.**

- 7.1. Mercer Island Meetings.** Eastside will provide a Mercer Island Liaison (appointed by Eastside) to attend Mercer Island's City Council meetings and other such duties as assigned by the Fire Chief, provided that such duties do not, in the opinion of the Fire Chief, interfere with or disrupt the overall operation and management of Eastside. The Liaison shall provide Mercer Island's City Council with regular updates on Eastside operations.
- 7.2. Annual Report.** The Fire Chief or designee shall provide an annual report to the Mercer Island City Council regarding the services provided under this Agreement on or before July 1 of each year beginning in 2024.
- 7.3. Administration of Agreement.** The Fire Chief shall be the administrator of this Agreement. The Fire Chief shall have authority to establish administrative policies and procedures to carry out the purposes of this Agreement.

## **8. EXISTING AGREEMENTS.**

- 8.1. Mutual and Automatic Aid Agreements.** Eastside shall assume Mercer Island's contractual responsibility and obligations for the provision of mutual and automatic aid under agreements between Mercer Island and other fire agencies. At such time as these agreements are renegotiated and re-executed, Eastside will represent Mercer Island's interests and shall be signatory to the agreements. Mercer Island's City Council shall not have authority to approve Eastside's execution of mutual aid agreements (or amendments to existing agreements) unless the other parties to such



agreements specifically require that Mercer Island be a named party to such agreements.

## 9. INDEMNIFICATION AND HOLD HARMLESS.

- 9.1.** Mercer Island shall protect, defend, indemnify, and hold harmless Eastside (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of Mercer Island (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement. Eastside shall protect, defend, indemnify, and hold harmless Mercer Island (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of Eastside (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement.

## 10. INSURANCE.

- 10.1. Eastside Insurance.** Eastside shall provide insurance coverage for all of Eastside and Mercer Island's operations (as pertains to this ILA), equipment (as pertains to this ILA), personnel (as pertains to this ILA), and the property set forth in **Exhibit B** incorporated by this reference as if fully set forth herein.

The insurance coverage shall include all risk property insurance, insuring fire station contents at replacement cost, and general liability insurance, including errors and omissions coverage.

## 11. INDEPENDENT MUNICIPAL GOVERNMENTS.

- 11.1. Independent Governments.** The parties recognize and agree that Eastside, its members, and Mercer Island are independent government agencies. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of the parties. This Agreement shall not be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.
- 11.2. No Agency.** Except as specifically provided in this Agreement, neither party has any right, power, or authority to enter into any binding agreement or undertaking with a third party for or on behalf of the other party.
- 11.3. Debts and Obligations.** Neither Mercer Island nor Eastside, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.

- 11.4. Assignment of Resources.** Eastside shall have the sole discretion to temporarily allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the services described in this Agreement are provided within the jurisdictional boundaries of Eastside and Mercer Island.

## **12. DISPUTE RESOLUTION.**

- 12.1.** Prior to any other action, the City Manager and the Fire Chief shall meet and attempt to negotiate a resolution to any and all disputes.
- 12.2.** If the parties are unable to resolve the dispute through negotiation, either party may demand mediation with a mediator selected by mutual agreement. Mediation shall occur within 30 days of the demand for mediation unless the chosen mediator is unavailable within that time frame and the parties agree to a delay to accommodate the mediator's schedule. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and attorney fees.
- 12.3.** If a mediator or the timing of the mediation cannot be agreed upon, or if the mediation fails to resolve the dispute, then either party may submit the matter to the American Arbitration Association for binding arbitration according to its Commercial Arbitration Rules, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a single disinterested arbitrator with both parties sharing equally in the cost of the arbitrator and arbitration. The location of the arbitration shall be mutually agreed or established by the arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and attorney fees.
- 12.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive, and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application, or breach, regardless of whether the dispute is based in contract, tort, a violation of federal law, state statute, or local ordinance, or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded. A party may enforce the final arbitration award in any court of competent jurisdiction.

## **13. MISCELLANEOUS**

- 13.1. Non-Exclusive Agreement.** The parties to this Agreement acknowledge that Eastside retains authority to enter into similar agreements with other municipal agencies.

- 13.2. Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver, estoppel, or abandonment of those covenants, agreements, or options, all of which shall remain in full force and effect.
- 13.3. Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.
- 13.4. Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party is void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment may be made without additional written consent.
- 13.5. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the governing body of each party unless otherwise provided herein. This Agreement may not be modified, supplemented, or otherwise affected by the parties' course of dealing or course of performance.
- 13.6. Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 13.7. Entire Agreement.** This Agreement, together with the Exhibits hereto and Mercer Island's Request for Proposal and Eastside's response thereto (**Exhibit H** hereto), constitutes the entire Agreement between the parties. The written terms and provisions of this Agreement, together with the Exhibits hereto, supersede all prior communications, negotiations, representations, and/or agreements, whether verbal or written, between the parties.
- 13.8. Severability.** If any section of this Agreement or its application to a particular person or entity is adjudicated to be invalid, such action shall not affect the validity of any other section not so adjudicated or its applicability to other persons or entities.
- 13.9. Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall not be construed strictly for or against any party.
- 13.10. Notices.** All notices, requests, demands, and other communications required by this Agreement shall be in writing to the addresses listed below, and, except as provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered to the recipient, or

three calendar days after the time of mailing if mailed by first class mail, postage prepaid.

Eastside Fire & Rescue:  
Attn: Fire Chief  
175 Newport Way NW  
Issaquah, WA 98027

City of Mercer Island  
Attn: City Manager  
9611 SE 36<sup>th</sup> St  
Mercer Island, WA 98040

**13.11. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

**13.12. Survival.** The rights and duties of Sections 2.4, 6, 9, and 12 shall survive expiration or termination of this Agreement.

**13.13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together constitute this one Agreement.

#### ACKNOWLEDGED AND AGREED TO BY:

##### EASTSIDE FIRE & RESCUE

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

##### CITY OF MERCER ISLAND

\_\_\_\_\_  
*Signature*

Jessi Bon  
\_\_\_\_\_  
*Print Name*

City Manager  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

#### APPROVED AS TO FORM:

\_\_\_\_\_  
*Lisa Marshall*  
*Attorney for Eastside Fire & Rescue*

#### APPROVED AS TO FORM:

\_\_\_\_\_  
*Bio Park*  
*Attorney for City of Mercer Island*

## **EXHIBIT A**

### **ASSETS IN EASTSIDE'S EQUIPMENT REPLACEMENT FUND**

Gas Detectors  
SCBA  
SCBA Compressors  
Radios  
Defibrillators  
Thermal Imaging Cameras  
Bunker Gear  
Ballistic Vests  
Mobile Data Computers  
Computers/Computer Equipment  
PT Equipment  
Rescue Tools/Airbags  
Hose  
Pump Test Trailer

**EXHIBIT B****MERCER ISLAND - REAL AND PERSONAL PROPERTY UNDER EASTSIDE'S  
EXCLUSIVE ACCESS AND CONTROL**

Fire Station 91 – 3030 78<sup>th</sup> Ave SE, Mercer Island, WA (Parcel 531510-1155)

Fire Station 92 – 8473 SE 68<sup>th</sup> St, Mercer Island, WA (Parcel 302405-9111)

All vehicles titled to Mercer Island at time of contract implementation (see table below).

#	Description	Replacement Reserve	Year	Life	Replacement Date
521	2018 Pierce Pumper	Apparatus	2018	15	2033
498	2017 Chevy 4WD	Fleet	2017	10	2027
502	Fire AID Unit Ford E350	Fleet	2017	20	2037
485	2016 Toyota Rav 4	Fleet	2016	10	2026
487	2016 Toyota Rav 4	Fleet	2016	10	2026
490	2016 Chevrolet Suburban	Fleet	2016	8	2024
495	2016 Toyota Rav 4	Fleet	2016	10	2026
497	2015 Fire Midi Pumper	Apparatus	2015	16	2031
538	Tech Rescue Trailer	Fleet	2014		
268	Tech Rescue Trailer	N/A	1995		
471	Fire Rescue Truck	Apparatus	2013	10	2023
449	2012 North Star Ambulance	N/A	2012	20	2032
458	Lease Purchase-Max Pumper	Apparatus	2012	20	2032
411	09 Suburban 4WD	N/A	2009	8	
399	Fire Maxi Pumper	Apparatus	2008	20	2028
400	Fire Maxi Pumper	Apparatus	2008	20	2028
403	Fire Mini Pumper	Apparatus	2008	16	2024
387	07 NS 138-3 Ambulance Ford E350	N/A	2007	10	*

\* New aid car ordered in 2022; not yet received. Aid #449 will become reserve.

All vehicles listed will be utilized for their useful life. However, only those that are also identified in **Exhibit E** will be included in future replacement by Mercer Island. Additionally, any of these vehicles that end up identified in the 2025 – 2026 Eastside Equipment Replacement Plan will be included for future replacement at Eastside's expense. All vehicles will remain titled to Mercer Island until replacement, at which time the funding party will take title to the new vehicle, and the old vehicle will be surplussed with the proceeds remitted to the original purchaser.

Following execution of this Agreement and prior to the Commencement Date, Mercer Island will supplement this list to include all personal property acquired by Mercer Island prior to the Commencement Date.

## EXHIBIT C

### EASTSIDE PERSONAL PROPERTY

The ownership of all personal property not expressly identified in **Exhibit B** is owned by Eastside (a Non-Profit Corporation), to include items listed in Table 1 below, provided following execution of this Agreement and prior to the Commencement Date, Mercer Island will supplement this list to include all personal property acquired by Mercer Island prior to the Commencement Date.

Replacement and maintenance of these items will be purchased out of the Eastside General Fund or the jointly funded Equipment Replacement Fund.

Table 1

IT Equipment
Bunker Gear
Self-Contained Breathing Apparatus
Rescue Equipment
Office Supplies
Radios
Furniture
Uniforms
Hose
Any other property not expressly listed in Exhibit B



## EXHIBIT D

### EASTSIDE CAPITAL EXPENDITURES PROGRAM

Per paragraph 5.2, this exhibit “shall include the establishment and funding of a special account for maintenance and repair of real property.” The Eastside Board of Directors has adopted and maintains two policies in direct support of this exhibit: (i) Policy 0008 - Equipment Replacement Fund, and (ii) Policy 0005 – Capital Facilities Maintenance Fund.

The Equipment Replacement and Capital Facilities Maintenance schedules adopted by the Eastside Board shall serve as **Exhibit D** and shall be updated in connection with Eastside’s annual/biennial budget process.

Mercer Island-owned facilities will be added to **Exhibit D** as part of the comprehensive 2025-2026 budget creation and adoption process.

					2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	<b>Cash Balance</b>				\$390,708	\$678,515	\$478,603	\$1,288,525	\$1,456,220	\$1,834,485	\$2,097,973	\$2,854,070	\$1,389,437	\$2,398,341	\$2,271,228	\$2,958,276	\$3,881,031
	<b>Contributions</b>				\$1,090,938	\$1,123,666	\$1,157,376	\$1,192,097	\$1,227,860	\$1,264,696	\$1,302,637	\$1,341,716	\$1,381,968	\$1,423,427	\$1,466,129	\$1,510,113	\$1,555,417
	<b>Contract Agency Contributions</b>				\$175,591	\$180,859	\$186,285	\$191,873	\$197,630	\$203,558	\$209,665	\$215,955	\$222,434	\$229,107	\$235,980	\$243,059	\$250,351
	<b>Purchases</b>				\$978,723	\$1,504,437	\$533,739	\$1,216,276	\$1,047,224	\$1,204,767	\$756,206	\$3,022,304	\$595,497	\$1,779,647	\$1,015,061	\$830,418	\$743,616
	<b>Net</b>				\$678,515	\$478,603	\$1,288,525	\$1,456,220	\$1,834,485	\$2,097,973	\$2,854,070	\$1,389,437	\$2,398,341	\$2,271,228	\$2,958,276	\$3,881,031	\$4,943,183
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
8839	Engine 173	2010	20	2030								\$969,234					
8840	Engine 178	2010	20	2030								\$969,234					
8842	Engine 183	2012	20	2032										\$1,008,391			
8843	Engine 187	2016	20	2036													
8845	Engine 185	2016	20	2036													
8845	Engine 172	2016	20	2036													
	Engine 182 (Quint)			See line 46													
8832	Backup Engine	2001	25	2026													
8833	Backup Engine	2001	25	2026													
8834	Backup Engine	2003	25	2028													
8835	Reserve (wildland 76)	2004	25	N/A													
8836	Reserve (wildland 74)	2004	25	N/A													
8841	Reserve (E288)	2012	25	N/A													
	<b>Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,938,468	\$0	\$1,008,391	\$0	\$0	\$0
	<b>Tax</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,847	\$0	\$100,839	\$0	\$0	\$0
	<b>Total</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,132,315	\$0	\$1,109,230	\$0	\$0	\$0
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
7842	Aid 171	2017	10	2027					\$247,236								
7843	Aid 183	2017	10	2027					\$247,236								
7840	Aid 178	2014	10	2024	\$228,408										\$278,428		
7839	Aid 187	2011	10	2021				\$242,388									
7838	Aid 185	2011	10	2021				\$242,388									
7841	Back up Aid Unit	2015	20	2035													
7826	Back up Aid Unit	1999	20	2019													
7828	Aid 276 (reserve)	1999	20	2019													
7832	Aid 288 (reserve)Eliminate	1999	20	2019													
7836	Public Educ. Aid	2006	20	N/A													
7831	Swiftwater Aid (Eliminate)	2000	20	N/A													
7825	Aid 189 (Surplus?)	1999	20	N/A													
	<b>Subtotal</b>				\$228,408	\$0	\$0	\$484,776	\$494,472	\$0	\$0	\$0	\$0	\$0	\$278,428	\$0	\$0
	<b>Tax</b>				\$22,841	\$0	\$0	\$48,478	\$49,447	\$0	\$0	\$0	\$0	\$0	\$27,843	\$0	\$0
	<b>Total</b>				\$251,249	\$0	\$0	\$533,254	\$543,919	\$0	\$0	\$0	\$0	\$0	\$306,271	\$0	\$0
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
9811	Ladder 171	2018	20	2038													
9810	Engine 182 (Quint)	2009	20	2029													
	<b>Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Tax</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3806	Tender 173	2002	35	2037	?												
3809	Tender 187	2017	30	2047													
3807	Tender 185	2002	35	2037	?												
3808	Tender 183	2011	30	2041													
6806	TRT Rescue 187	2002	22	2024		\$606,226											
1851	BC 171	2019	5	2024		\$96,554					\$106,603					\$117,699	
1852	BC181	2019	5	2024		\$96,554					\$106,603					\$117,699	
1853	BC - OPS - Back-up	2019	5	2024													
6807	Air Unit 185	1994	30	2024		\$150,000											
5822	F550 B182	2020	15	2035													\$178,531
6810	Brush 178	2010	20	2030								\$161,701					
8838	Brush 187	2008	20	2028						\$155,422							
2815	Marine	2019	20	2039													
5820	COM	2019	30	2049													
	<b>Subtotal</b>				\$0	\$949,333	\$0	\$0	\$0	\$155,422	\$213,206	\$161,701	\$0	\$0	\$0	\$235,397	\$178,531
	<b>Tax</b>				\$0	\$94,933	\$0	\$0	\$0	\$15,542	\$21,321	\$16,170	\$0	\$0	\$0	\$23,540	\$17,853
	<b>Total</b>				\$0	\$1,044,267	\$0	\$0	\$0	\$170,964	\$234,527	\$177,871	\$0	\$0	\$0	\$258,937	\$196,384
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5819	Mail Van	2015	10	2025			\$36,570										\$44,578
1846	Explorer Fire Chief	2015	12	2027					\$50,730								
1855	Explorer DC	2021	12	2033											\$57,130		
5821	Shop Pick up Truck	2008	15	2023	\$49,735												
1856	Explorer DC	2021	12	2033											\$57,130		
	UTV (Polaris)	2012	12	2024		\$25,365											
	UTV (Club)	2012	12	2024		\$25,365											
1840	AFM	2008	15	2023	\$46,866												
1841	AFM	2008	15	2023	\$46,866												
1842	AFM	2008	15	2023	\$46,866												
5816	Facilities	2008	15	2023	\$67,570												
5817	Shop Service	2011	15	2026				\$71,706									
	Forklift	2016	20	2036													
	<b>Subtotal</b>				\$257,904	\$50,730	\$36,570	\$71,706	\$50,730	\$0	\$0	\$0	\$0	\$0	\$114,260	\$0	\$44,578
	<b>Tax</b>				\$25,790	\$5,073	\$3,657	\$7,171	\$5,073	\$0	\$0	\$0	\$0	\$0	\$11,426	\$0	\$4,458
	<b>Total</b>				\$283,694	\$55,803	\$40,227	\$78,876	\$55,803	\$0	\$0	\$0	\$0	\$0	\$125,686	\$0	\$49,036
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Gas Detectors	2017	5	2022	\$13,739		\$10,510	\$52,883				\$7,891			\$16,748		
	SCBA	2015	15	2030						\$474,867							
	Radio	0	0	2022													
	Defib	2022	8	2030								\$225,504					
	SCBA Compressors	2017	8	2025			\$63,178	\$128,883		\$67,045	\$68,386				\$74,023	\$75,503	
	MDC	2020	5	2025													
	TI Camera	2017	5	2022	\$29,298				\$31,713					\$35,014			
	Pump Test Tractor	2021	30	2051													
	Bunker Gear	2017	1	2018	\$133,926	\$136,605	\$139,337	\$142,124	\$144,966	\$147,865	\$150,823	\$153,839	\$156,916	\$160,054	\$163,255	\$166,520	\$169,851
	Ballistic Vests	2017	10	2027									\$134,097				
	Computers	2017	1	2018	\$167,587	\$170,938	\$174,357	\$162,844	\$166,401	\$185,029	\$188,730	\$192,504	\$181,355	\$185,282	\$204,287	\$204,287	\$208,373
	PT Equipment	2017	1	2018	\$22,081	\$22,523	\$22,974	\$23,433	\$23,902	\$24,380	\$24,867	\$25,365	\$25,872	\$26,389	\$26,917	\$27,456	\$28,005
	Rescue Tool/Airbags	2017	15	2032										\$158,746			
	Hose	2017	1	2018	\$36,804	\$37,541	\$38,291	\$39,057	\$39,838	\$40,635	\$41,448	\$42,277	\$43,122	\$43,985	\$44,864	\$45,762	\$46,677
	<b>Subtotal</b>				\$403,436	\$367,607	\$448,647	\$549,224	\$406,820	\$939,821	\$474,253	\$647,380	\$541,361	\$609,470	\$530,095	\$519,528	\$452,905
	<b>Tax</b>				\$40,344	\$36,761	\$44,865	\$54,922	\$40,682	\$93,982	\$47,425	\$64,738	\$54,136	\$60,947	\$53,009	\$51,953	\$45,291
	<b>Total</b>				\$443,780	\$404,368	\$493,512	\$604,146	\$447,503	\$1,033,803	\$521,679	\$712,118	\$595,497	\$670,417	\$583,104	\$571,481	\$498,196

## Equipment Replacement Fund Schedule

Item	Career	Volunteer	Admin/Shop
	Less than (years)	Less than (years)	Less than (years)
Flooring (Vinyl)	20	30	20
Flooring (Tile)	30	40	30
Flooring (Concrete)	25	25	25
Carpet	15	30	20
Paint (interior)	20	30	20
Paint (exterior)	20	25	20
Generator	25	35	25
Cabinetry	25	35	25
Windows	50	50	50
Vehicle Exhaust	25	35	25
Septic System(s)	40	50	40
Shop Lifts	0	0	30
Roof 40 yr	40	40	40
Roof 50 yr	50	50	50
Roof 30 yr	30	30	30
HVAC	15	30	15
Blank	0	0	0
Garage Door (roll-up)	25	35	25
Garage Door (bi-fold)	50	50	50
Asphalt (replace)	50	50	50
Asphalt (seal)	5	5	5
Communications Systems	20	20	20
Deck	25	25	25
Fixtures	25	35	25
Appliances	15	30	15
Walkways	50	50	50
Entry Hardware (key way)	5	5	5
Entry Hardware (cardlock)	15	15	15
Hot Water	8	12	8

- 1) Carpet (when due for replacement) will be replaced by solid surface flooring (example; vinyl, polished concrete, laminate).
- 2) Septic systems shall be connected to sewer, if available, when due for replacement.
- 3) Roof replacement assumes replacement of gutters and skylights.
- 4) All stations will be upgraded to a cardlock system no later than 12/31/19.
- 5) Parking lot sealing includes lot striping.
- 6) Interior paint includes ceiling tile replacement when applicable.

<b>CFMF Scheduled Maintenance Expenditures</b>			
<b>Fund Balance</b>		<b>\$ 395,880.00</b>	<b>\$ 100,880.00</b>
<b>Contributions</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>		<b>\$ 295,000.00</b>	<b>\$ 365,000.00</b>
<b>Net</b>		<b>\$ 100,880.00</b>	<b>\$ (264,120.00)</b>
<b>Description</b>	<b>Station</b>	<b>2023</b>	<b>2024</b>
Interior door repair	87	\$ 20,000.00	
Classroom upgrade	HQ	\$ 50,000.00	
	85		\$ 50,000.00
Painting - Exterior	81		\$ 15,000.00
Brivo card lock system	31	\$ 30,000.00	
	33	\$ 15,000.00	
	35	\$ 20,000.00	
	Annex	\$ 5,000.00	
Resealing concrete floors			
	72		\$ 25,000.00
	78	\$ 15,000.00	
	85		\$ 35,000.00
Extractors - Replace	72		\$ 15,000.00
Septic/Sewer updates	81	\$ 10,000.00	
LED lighting upgrades (bays)	73	\$ 15,000.00	
	81	\$ 5,000.00	
	85	\$ 15,000.00	
Hazardous Tree Removal	31	\$ 10,000.00	
Exhaust Equipment	31		\$ 100,000.00
	33		\$ 50,000.00
	35		\$ 50,000.00
4 Post Vehicle Lift System	HQ	\$ 40,000.00	
Classroom soundproofing	HQ	\$ 20,000.00	
Unanticipated Repairs		\$ 25,000.00	\$ 25,000.00
Total Planned Expenditures:		<b>\$ 295,000</b>	<b>\$ 365,000</b>

**EXHIBIT E**

**MERCER ISLAND'S FLEET REPLACEMENT SCHEDULE**

#	Description	Replacement Reserve	Year	Life	Replacement Date
521	2018 Pierce Pumper	Apparatus	2018	15	2033
498	2017 Chevy 4WD	Fleet	2017	10	2027
502	Fire AID Unit Ford E350	Fleet	2017	20	2037
490	2016 Chevrolet Suburban	Fleet	2016	8	2024
495	2016 Toyota Rav 4	Fleet	2016	10	2026
497	2015 Fire Midi Pumper	Apparatus	2015	16	2031
538	Tech Rescue Trailer	Fleet	2014		
471	Fire Rescue Truck	Apparatus	2013	10	2023
458	Lease Purchase-Max Pumper	Apparatus	2012	20	2032
399	Fire Maxi Pumper	Apparatus	2008	20	2028
400	Fire Maxi Pumper	Apparatus	2008	20	2028
403	Fire Mini Pumper	Apparatus	2008	16	2024
268	Tech Rescue Trailer	N/A	1995		
TBD	New aid car ordered in 2022	Fleet	2022	20	2042

## EXHIBIT F

### MERCER ISLAND ADDENDUM

The Parties intend for the following terms to supplement the Underlying Agreement, provided that where there is a conflict between a term in this Addendum and the Underlying Agreement, this Addendum shall bind.

1. **Additional Definitions:** For the purposes of this Addendum and the Underlying Agreement, the parties agree that the following terms are defined as follows:
  - a. *Routine Maintenance* refers to any maintenance task that is done on a planned and ongoing basis to identify and prevent problems before they result in a facility or equipment failure.
  - b. *Capital Improvement(s)* shall mean changes, modifications, additions, or upgrades other than routine maintenance to the Real Property and Facilities on **Exhibit B** of the Underlying Agreement constructed or implemented by Eastside with Mercer Island's prior approval.
2. **Real Property Capital Improvements.**

For real property and associated facilities listed on **Exhibit B** to the Underlying Agreement, all capital improvements shall require pre-approval by Mercer Island, provided the parties agree to collaborate regarding management and performance of the capital improvements, and further provided at the time of development, approval, and implementation of a capital improvement Mercer Island and Eastside will collaboratively approach the capital improvement from a budget and planning process to allocate the parties roles for the specific project. All capital improvements during each of the first three (3) years of the Initial Term with an estimated cost in excess of the annual Capital Facilities Maintenance Charge paid by Mercer Island shall be expensed to Mercer Island as incurred, provided all such costs shall require Mercer Island's pre-approval.

In evaluating capital improvement proposals from Eastside, Mercer Island commits to the development and adoption of a useful life facility standard for capital improvements, to maintain and extend the active life of their facilities that harmonizes with Eastside's related policies.

3. **Existing Agreements and Special Events.**

In addition to the provisions of Section 8.1, Eastside agrees to provide fire and/or emergency medical personnel for the City's existing Agreement(s) with the Mercer Island School District for special events upon request of Mercer Island, provided Eastside shall provide Mercer Island with an estimate of associated costs for the provision of these additional services in advance of the special event. Similarly,

the parties agree to work collaboratively to negotiate the provision of fire and/or emergency medical personnel for other special events at a pre-approved cost. For purposes of this subsection, requests for additional Eastside services hereunder shall be submitted with sufficient notice in advance of the event to enable Eastside to adequately staff such event(s). Unless otherwise agreed to by the Parties, “sufficient notice” shall be no longer than thirty (30) calendar days.

#### **4. Hazardous Materials Incident Response.**

Nothing in Section 3.6 of the Underlying Agreement shall modify the City’s authority to implement its Cost Recovery Program for Motor Vehicle Incidents, Hazardous Material Spills, Incident Response, and/or Clean-Up, consistent with Resolution 1605. Eastside agrees to provide data to the City and its Contractor(s) when necessary for the City to effectuate the terms of Resolution 1605 and the associated agreements.

#### **5. Existing Revenue Allocation.**

Pursuant to Section 4 of the Underlying Agreement, the parties acknowledge that Mercer Island shall retain all existing Fire-specific revenues, including but not limited to EMS utility tax (Reso No. 1640), EMS transport fee (MICC 4.60.010), MI GEMT program annual distribution, and KC EMS levy, provided the parties may agree to revise this allocation in the future if conditions warrant. Mercer Island’s retention of these Fire-specific revenues shall not impact the payments due and owing from Mercer Island to Eastside under Section 4.

#### **6. Reporting.**

In addition to the reporting requirements set out in Section 7 of the Underlying Agreement, Eastside will provide the City Manager with updates pertaining to collective bargaining negotiations and potential impacts prior to and during bargaining and shall be available to address the City Council on this topic upon request of the City Manager.

#### **7. Return of Real Property and Personal Property Upon Termination.**

In addition to the terms of Section 2.4(c), in the event of termination Mercer Island shall retain ownership of all real property, apparatus, and vehicles owned by or purchased by Mercers Island to be used by Eastside in providing services under this Agreement, as well as personal property purchased for the operation of the aforementioned real property, apparatus, and vehicles.

#### **8. Transition Committees.**

Mercer Island and Eastside agree to formulate committees comprised of staff members to work collaboratively after the execution of this Agreement and prior to



the Commencement date, to establish procedures to govern implementation issues [e.g., public information Officers/Media Outreach, Uniform patches, branding and logos for facilities, vehicles, and apparatus].

## EXHIBIT G

### COOPERATIVE PURCHASING ADDENDUM

**WHEREAS**, the Interlocal Cooperation Act, as codified at Chapter 39.34 of the Revised Code of Washington (RCW) provides for interlocal cooperation between governmental agencies; and

**WHEREAS**, pursuant to RCW 39.34.030, the City of Mercer Island, a Washington municipal corporation, and Eastside Fire & Rescue, a public agency (together, the “Parties”), desire to utilize each other’s procurement agreements to leverage cooperative purchasing power; and

**WHEREAS**, this Addendum is intended to authorize the cooperative purchasing by the Parties when in furtherance of the purposes of the Interlocal Agreement for Fire & Emergency Services (the “Underlying Agreement”)

**NOW, THEREFORE**, the Parties agree as follows:

1. **Authority.** Each party agrees to extend to the other party the right to purchase supplies, materials, equipment, and services from its contracts with vendors, suppliers, providers, and contractors for such supplies, materials, equipment, and services permitted by law.
2. **Duration and Termination.** This Addendum shall be in effect upon the date of mutual execution set out below until the termination of the Underlying Agreement, provided either party may cancel this Addendum at any time in writing. The parties may jointly modify the terms of this Addendum by written agreement.
3. **Administration.** No separate legal or administrative entity is created by this agreement.
4. **Property Ownership.** Ownership of property acquired pursuant to this agreement shall vest in the party making the purchase, which shall have the sole right of disposal of the property.
5. **Compliance With Legal Requirements:** Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
6. **Financing:** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party, except where expressly provided in the Underlying Agreement.
7. **Filing:** Executed copies of this agreement shall be filed or posted on the parties’ website as required by RCW 39.34.040 prior to this agreement becoming effective.

8. **Non-Delegation/Non-Assignment.** Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

**Accepted for the City of Mercer Island**

**By:** \_\_\_\_\_

**Title:**

**Date:** \_\_\_\_\_

**Accepted for the Eastside Fire & Rescue**

**By:** \_\_\_\_\_

**Title:**

**Date:** \_\_\_\_\_

**EXHIBIT H**  
**RFP AND EASTSIDE RESPONSE TO RFP**

## CITY OF MERCER ISLAND REQUEST FOR PROPOSALS

### MERCER ISLAND FIRE SERVICES – REGIONAL PROPOSAL FRAMEWORK

#### Purpose of Request

The City of Mercer Island (“City”) is considering adopting a regional fire services model and is seeking proposals from the City of Bellevue and Eastside Fire & Rescue to provide fire and emergency services on Mercer Island. A regional fire services model is defined as a single, larger fire agency providing comprehensive fire services across multiple communities. The purpose of adopting a regional fire services model is to maintain or enhance current levels of service while balancing the shared responsibility for long-term cost-effective fire and emergency medical service delivery.

The information included below is intended to guide the development of a proposal with the understanding that final terms will be negotiated once an agency is selected.

Minimum criteria in considering adopting a regional fire services model include:

- Maintains or improves current fire and emergency medical service levels and both fire stations on Mercer Island remain open.
- Mercer Island Fire Department employees will be hired by the public agency in their current or comparable positions. Does not include the Fire Chief, Deputy Fire Chief, or Administrative Assistant positions.
- Creates opportunities for career growth, enhanced training, and other professional development for Mercer Island Fire Department employees.
- Achieves operating efficiencies and cost savings for the City of Mercer Island.

#### Schedule

The following is a tentative schedule for review and consideration of the proposals:

Issue RFP	April 5, 2023
Deadline for Submittal of Proposals	May 3, 2023, 4:00 PM PST
Internal Review of Proposals	May 2023
City Council Review of Proposals	May/June 2023
Next Steps	Timeline TBD

#### Scope of Work

The following Scope of Work is intended to inform the development of a proposal, with final terms to be negotiated if a regional fire services agency is selected. Responses to the request for proposals shall include the following:

1. Fire and Emergency Medical Services.
  - a. Will perform all services necessary for fire suppression, emergency medical services, hazardous materials response, technical rescue, and emergency response within the jurisdictional

boundaries of the City of Mercer Island as currently provided by the Mercer Island Fire Department.

- b. Will perform full-service fire marshal duties including development permit and plan reviews, annual hazard inspections, fire flow tests, and other fire protection system tests, fire investigations, and will support city code compliance efforts as appropriate.
- c. Provision of fire and emergency medical services with same or lower service response times as currently provided by the Mercer Island Fire Department.
- d. Fully integrate with the City of Mercer Island's Mobile Integrated Health program.
- e. Will create updated automatic and mutual aid agreements if needed, noting in the proposal how these may differ than existing arrangements for the Mercer Island Fire Department.

2. Level of Service and Staffing Integration.

- a. Will maintain or increase the level of fire and emergency medical service and staffing currently provided by the City of Mercer Island, which is as follows:
  - i. One (1) Battalion Chief, or Lieutenant in charge of Station 91 and 92
  - ii. One (1) Lieutenant at Station 92
  - iii. One (1) Lieutenant at Station 91
  - iv. Two (2) Firefighters at Station 91 and two (2) Firefighters at Station 92 (total of four firefighters on each shift).
  - v. One (1) Fire Marshal
- b. The uniformed employees of the Mercer Island Fire Department will be integrated into the IAFF local of the regional fire service agency. Uniformed employees will continue in their current positions, job assignments, and seniority, or as agreed through collective bargaining prior to the implementation of the regional fire services model.
- c. The City of Mercer Island recognizes that regional fire service agencies may utilize a different staffing structure, including different job titles and rankings as compared to the City's staffing structure. The proposal should include consideration for full integration of the positions identified above and include information on where variations or differences exist.

3. Other Considerations. The proposal shall include recommendations and costs associated with other components of the fire and emergency medical service operation, not contemplated in the above two sections, including the following:

- a. Address provision of benefits for fire employees including medical, dental, vision, retirement, and other.
- b. Address transition of accrued leave including sick and vacation for fire employees.
- c. Identify the preferred term length for a regional fire services agreement with parameters for options to amend or renew the agreement.
- d. Identify other specialty services not currently provided by the City of Mercer Island that would be included as part of this partnership.

- e. Address how the City's appurtenant funding mechanisms for fire and emergency medical service will be handled as part of the contemplated regional fire services agreement. This includes the City's annual contribution from the King County EMS Levy, the annual emergency medical service utility charge, revenues from emergency medical transport fees, and Federal funding associated with the Ground Emergency Medical Transportation program.
  - f. Address the recommended approach to facility maintenance, management, and repair in collaboration with the City of Mercer Island. The City anticipates retaining ownership of all existing fire stations, facilities, real property, apparatus, vehicles, and equipment and will oversee all capital projects.
  - g. Address approach to providing full-service fleet maintenance.
  - h. Describe the internal administration of fire and emergency medical services and the reliance, if any, on the City of Mercer Island's internal service departments (e.g., Human Resources, Payroll, IT, Finance, etc.)
  - i. Address the regional fire service agency's leadership and oversight structure, and how they would collaborate and engage with the Mercer Island City Council, City Manager, and other staff.
  - j. Describe the approach and level of service anticipated as it relates to communication, public relations, community engagement, and community education. Proposal should also address how the City's Communications Manager and agency will collaborate.
  - k. The City of Mercer Island manages a comprehensive emergency management program and intends to continue this program. The proposal should identify opportunities to further collaborate on emergency management services.
  - l. Outline the desired schedule for payment under the proposed agreement.
4. Costs of Services. Proposals shall include the cost for providing the services described above and highlight items that will require additional consideration. Costs that cannot yet be evaluated, but that will be part of the regional services model, should be identified in the proposal materials.

### **Collective Bargaining**

The City of Mercer Island acknowledges the need and welcomes the opportunity to collectively bargain the impact of the transition to regional fire services with Mercer Island IAFF Local 1762.

### **Evaluation Factors for Review of Proposal**

In addition to the items identified above, the City of Mercer Island may consider the following in evaluating proposals:

- Experience in providing regional fire services and satisfaction of current contract agencies.
- Immediate and long-term impacts to current Mercer Island Fire employees.
- Ability to maintain or enhance current levels of service while balancing the shared responsibility for long-term cost-effective fire and emergency medical service delivery.
- Governance model, reporting cycles, and annual metrics used to measure service delivery for contract agencies.

- Direct and indirect costs in the near and long-term.

### **Terms and Conditions**

- The City reserves the right to accept and select any proposal or to negotiate with any agency, which in its sole discretion will best serve the public interest of Mercer Island.
- The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal. The City is not obligated to accept any proposal or to negotiate with any agency in response to any proposal.
- The City reserves the right to request clarification of information submitted, and to request additional information.
- The City shall not be responsible for reimbursing any costs incurred by the agency in preparing, submitting, or presenting its response to the RFP.

### **Instructions for Submittal of Proposals**

- Proposals must be submitted electronically in PDF format via email by Wednesday, May 3 at 4:00 pm PST. When a proposal has been received, a response email will be sent to confirm receipt. Proposals should be marked as follows and sent to:  
 To: [jessi.bon@mercerisland.gov](mailto:jessi.bon@mercerisland.gov)  
 Subject: Regional Fire Services Proposal
- Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. Identification of issues that agency submitting proposal will need to address with the City if their proposal is selected is welcome.
- Proposals delivered after the posted deadline may not be considered for selection.

### **Contacts**

All communication concerning this RFP should be directed in writing to:

Jessi Bon, City Manager  
 Email: [jessi.bon@mercerisland.gov](mailto:jessi.bon@mercerisland.gov)

Any oral communications will be considered unofficial and non-binding on the City.





City of Mercer Island City Council  
 c/o Jessi Bon, City Manager  
 City of Mercer Island  
 9611 SE 36<sup>th</sup> Street  
 Mercer Island, WA 98040

**RE: Proposal for Regional Fire Services Model**

Dear City Manager Bon,

Eastside Fire & Rescue (EF&R) is honored to submit the enclosed response to the RFP published by the City of Mercer Island in consideration of adopting a regional fire service model.

EF&R was created in 1999 through an interlocal agreement between King County Fire District 10, King County Fire District 38, and the cities of Issaquah, Sammamish, and North Bend. In 2020, the founding agencies solidified their partnership by establishing a non-profit corporation to carry out the governmental functions of an all-hazards fire department. EF&R maintains contracts for fire and emergency medical services with Woodinville Fire & Rescue and the Snoqualmie Tribe, and a contract with the City of Mercer Island to provide Fire Chief and Deputy Chief services.

EF&R is proud to provide an all-hazards response to all partners and contract agencies. This response to the City's RFP serves as a baseline proposal for a service level necessary for fire suppression, emergency medical services, hazardous materials response, technical rescue, and disaster response within the City of Mercer Island:

- Daily emergency operations oversight, staffing, and supervision shall be provided by one Battalion Chief located at Station 91, supported by three additional response Battalion Chiefs throughout EF&R.
- Stations 91 and 92 will each have a Station Captain, Lieutenants, Engineers, and Firefighters assigned accordingly.
- Station Captains shall provide oversight of station-specific needs and projects. Captains are eligible for Acting Battalion Chief assignments based on completed training.
- Total suppression staffing of 28: four Battalion Chiefs, two Station Captains, six Lieutenants, eight Engineers, and eight Firefighters shall be assigned equally across four shifts with a 1-on, 2-off, 1-on, 4-off work schedule.
- One Mercer Island Fire Marshal shall be incorporated into EF&R's Fire Marshal's Office.
- Technical rescue services will be enhanced by EF&R's strategically located Specialty Stations.
- Hazardous Materials Response capabilities will be improved as EF&R is a member of the Eastside Hazardous Materials Consortium and staffs a designated unit with Haz-Mat technician level certified firefighters.
- Mercer Island's Mutual and Automatic aid obligations shall be supported by this proposed deployment model.
- Fire and EMS training will be provided through EF&R's membership in the South King County Fire Training Consortium (SKCFTC)

- Dispatch services will remain with NORCOM in alignment with EF&R and its contract agencies.
- The City will see no reduction in response times as this proposal maintains current staffing levels and resource deployment model.
- All wages and benefits will be in accordance with EF&R's CBA with Local 2878.

### **Eastside Fire & Rescue at a Glance**

Eastside Fire & Rescue is a full-service department that includes Fire Administration, Human Resources, Finance, Payroll, Emergency Management, Mobile Integrated Health, Fire Prevention, Public Education & Information, Data Analytics and GIS, Facilities, and Fleet Maintenance. Insurance, Legal services, and IT are included and provided by the appropriate third party. Under this proposed full-service model, the City stands to recognize considerable capacity gained within its respective supporting departments.

- **Fire Administration** includes two Deputy Directors, three Deputy Chiefs, and one Fire Chief. Our purpose is to serve something greater than ourselves while upholding the Department's mission and values. EF&R is proud to support a parallel path to leadership roles for both sworn and civilian employees. The Fire Chief or designee will report directly to the City Manager and engage with leadership and council as directed.
- **Human Resources** is comprised of two HR Specialists who are passionate about fostering a positive and inclusive work environment for all employees. The team handles recruitment, hiring, and onboarding processes for new employees; benefit and leave administration; confidential employee records; performance management tracking; promotional processes; and workers compensation claim management. The Deputy Director of Administration provides division oversight and is responsible for confidential employee and legal issues.
  - Eastside Fire & Rescue is taking an intentional and holistic approach to advancing DEI within our department, built on four pillars: leadership and focus; outreach and recruiting; hiring; and retention and inclusion. Starting in 2022, EF&R hired an outside consultant to provide training and education in this area. Our involvement extends outside of EF&R and includes hosting the two-day 2023 Future Women in Fire/EMS event, hosting the 2023 King County Fire Chiefs Association (KCFCFA) Diversity Recruitment and Hiring workshop, and remaining an active member of the KCFCFA DEI committee.
- **Finance** has a five-member team consisting of one Finance Director, one Budget Finance Analyst (CPA), one Payroll Lead, one Finance Specialist, and one Payroll Specialist. Together, they handle the many financial aspects of the fire department for EF&R, Fire District #10, and Woodinville Fire & Rescue. The non-payroll tasks include, but are not limited to, preparing and filing the annual financial statements with the state auditor; coordinating and responding to the annual state financial and accountability audits; creating and managing annual and biennial revenue and expense budgets; preparing vouchers for accounts payable; receiving and mailing warrants; preparing, issuing, and receiving invoices; and many other tasks.
  - **Payroll** prepares the semi-monthly payroll for over 220 full-time employees. Maintaining knowledge of three collective bargaining agreements, employment contracts, and relevant policies is critical for compliance. These practices are aligned with the requisite reporting for the Department of Retirement Systems, Internal Revenue Service, Labor & Industries, and Employment Security Department. Timekeeping falls under the purview

of the payroll specialist and internal audits are frequent to ensure accuracy. The payroll specialist also manages the billing to other governmental agencies for declared disasters, wildland events, etc.

- **Administrative Assistants.** When you call or stop by, you will be greeted with a smile by one of our four Administrative Team members. In addition to supporting our community members when they have questions or need assistance, the team provides support to every division. Some of the team's responsibilities include training and travel coordination; contract administration; public records requests; records retention; document management; oversight of EF&R's public meeting rooms; implementation and maintenance of multiple software programs; and a wide variety of other tasks. The Admin Team is always ready to help!
- **Fire Marshal's Office (FMO)** currently includes one Fire Marshal, two Assistant Fire Marshals, and one Inspector. We strive to prevent the loss of life and property through community and firefighter safety. Ensuring firefighter safety during emergency operations is seen through education, training, plan review, and inspections of new construction and existing structures. Community safety is increased by reducing risk through prevention services such as providing technical expertise and education to the community, businesses, developers, contractors, and city departments. EF&R sees great potential in expanding its FMO capacity with the addition of Mercer Island's Fire Marshal to the team.
- **Mobile Integrated Healthcare C.O.R.E. Connect (CORE)** is EF&R's Mobile Integrated Healthcare response unit. CORE represents Community, Outreach, Resources, and Education. This community-based service connects individuals with the most appropriate services and resources for their unique needs. CORE is operated by a mobile, multidisciplinary team of firefighters and care coordinators. Each member brings a unique skillset and specialized training to best meet the needs of the individual. They deliver quality care by coordinating resources, developing care plans, providing case management, and connecting individuals to the right level of care. The CORE team has worked closely with the City's YFS Administrator and MIH Intervention Specialist during the City's implementation of its MIH program. The ability to collaborate will only enhance the services and resources we provide to the communities we serve.
- **Emergency Management's** focus is on community resilience and is staffed with one Emergency Manager, one Emergency Management Analyst, and one Wildfire Mitigation Specialist. The Emergency Management division strives to create the highest possible state of emergency readiness and to be prepared to react promptly to save lives and property when threatened or affected by an emergency or major disaster. Achieving this vision of prepared and resilient communities is a shared responsibility. The team partners with governmental agencies, non-governmental organizations, and the private sector. In creating a Community Wildfire Protection Plan program, we will help individuals and families understand their roles in preparing for disasters. The team welcomes the opportunity to collaborate closely with Mercer Island's Emergency Manager.
- **Volunteer Programs** offer multiple opportunities for community members to be engaged in the fire service through a variety of ways. Our Chaplain program provides support to the community and organization during times of crisis and non-crisis events. Fire Corps is involved in community events such as Safety Fairs, Salmon Days, Pancake Breakfasts, etc. Community members can be on the HAM radio operations team to utilize their skills when traditional communications are unavailable. Fire Corps has an unmanned aerial system (UAS or drone)

program which assists first responders with search and rescue, hazard identification, and fire monitoring.

- **Vehicle Maintenance** is provided by four Mechanics and one Shop Supervisor. The shop group maintains all EF&R response apparatus and staff vehicles with safety in the forefront so that our front-line personnel are ready to respond at a moment's notice to serve the community. Our certified Emergency Vehicle Technicians have the capability to service rigs in their station with a mobile service truck, reducing out-of-service times. Since 2020, EF&R has maintained the City's fire fleet, providing our technicians with valuable familiarity.
  - EF&R supports the effort to reduce carbon emissions and environmental impacts of emergency apparatus maintenance and operations and strives to implement future control measures. Currently, two hybrid command vehicles are operational, a reclaimed water system is used for apparatus pump testing, and recycle protocols are in place for all vehicle fluids and batteries.
- **Facilities** are maintained by two trained and certified Facilities Technicians and provide critical infrastructure to our operations. They perform routine maintenance and repairs, lead larger agency projects, and coordinate with vendors when appropriate. EF&R facilities are designed and maintained with a focus on fit, form, and function. Capital projects shall be funded and supervised by the City with direct support from EF&R.
- **Logistics** is led by one day-shift Captain to oversee the program with the support of two part-time Couriers. Several logistics components (PPE, Uniforms, EMS supplies and Janitorial supplies, etc.) have been consolidated into a single location. This has streamlined the distribution of supplies and equipment, reduced redundancy costs, and strengthened EF&R's independent sustainability.
- **Training** is delivered through a partnership with a regional training consortium comprised of 15 King County fire departments responsible for training over 1,300 firefighters with the satellite Training Consortium office located at EF&R's station 31. The addition of the City's fire personnel into the consortium would increase regional interoperability and provide expansive training and career path opportunities for its employees. EF&R's personnel fill five of the 32 Training Officer positions assigned to the consortium.
- **Special Operations** includes multiple disciplines. Each of EF&R's five technical rescue stations are staffed with technicians that are trained in the discipline(s) specific to that station.
  - Technical rescue:
    - Rope rescue
    - Trench
    - Confined space
    - Structural collapse
  - Water rescue:
    - Boat operations
    - Still water rescue
    - Swift water rescue
  - Hazardous Materials Response
  - Wildland



Mercer Island Fire Department personnel are well trained and equipped in a variety of these specialties and would complement EF&R with their valuable knowledge and experience.

- **Operations** provides fire, EMS, hazardous materials, and technical rescue services to over 221 square miles and 181,000 community members from 12 fire stations. These stations are divided into three battalions. Battalion 3 covers the Woodinville area; Battalion 8 covers the City of Sammamish, City of Carnation, City of North Bend, and King County Fire District #38, and a portion of King County Fire District #10; and Battalion 7 covers the City of Issaquah, and King County Fire District #10. Each battalion is led by one Battalion Chief, and each station has one Captain, three Lieutenants, four Engineers, and one to three Firefighters assigned across four shifts. EF&R staffs nine engine companies, two ladder trucks, four brush trucks, four water tenders, three dedicated aid cars, one marine unit, and one transport capable UTV. EF&R responds to a varied demographic from metropolitan city centers to a vast wilderness area. A partnership with Mercer Island would add a fourth battalion and provide the depth in resources and response capabilities to maintain or enhance response times within the City, demonstrating the value in regionalization.

EF&R's organizational structure offers tremendous ongoing career advancement opportunities for the City's fire personnel. The initial transition will result in promotions at the Battalion Chief, Captain, Lieutenant, and Engineer levels.

- **PIO/Public Education** is led by EF&R's Public Information Officer/Public Educator who focuses on meaningful communication and community interaction. This position provides information to the community that is educational and informative. The PIO uses social media and traditional communication platforms to reach a wide variety of demographics. The public education program offers a coordinated approach to interacting with the community, including local schools, to provide public safety education. EF&R's PIO/Public Educator has an active regional presence and would be a great partner in the City's communication efforts.
- **Information Technology** is contracted with AirNote and managed by two principal members with long-standing fire service experience, providing them with a valuable understanding of the needs of a fire department. Currently, they manage the server, firewalls, laptop computers, desktop computers, and MDC inventory. In addition, AirNote manages all internet and software licensing. A seamless transition to on-board additional facilities and apparatus can be anticipated.
- **Data Analytics & GIS** is led by EF&R's Data Analyst who manages response/staffing modeling, GIS project work, iOS device management, special printing projects, and numerous other special projects. This position can provide additional expertise to the City's current GIS capabilities.

### Costing Model

Eastside Fire & Rescue most recently successfully implemented a contract for service with Woodinville Fire & Rescue that became effective on October 1, 2021. While it is impossible to predict the future and provide an exact fee for service, EF&R's costing model and Interlocal Agreement have thus far proved successful. The overall fee for service is divided into six sections: personnel, operations, contract administration, equipment replacement, capital facilities maintenance, and one-time start-up costs. Each area is explained below followed by a table with the 2024 estimated fees.

**Personnel Costs** include wages and benefits for all employees that will become employees of EF&R based on the relevant EF&R collective bargaining agreement(s) and policies. Wage increases for

2024 are based on the June CPI-W which is scheduled to be published on July 12, 2023 (a four percent increase was used in budget development for 2024). Personnel costs also include a portion of the operations overtime budget that is estimated to be attributable to Mercer Island.

**Operations Costs** include the estimated portion attributable to Mercer Island for the annual cost of supplies and services incurred to operate the fire department. These expenses include, but are not limited to, such things as EMS supplies, tools, equipment, uniforms and accessories, fuel, maintenance and repairs, NORCOM dispatch fee, etc.

**Contract Administration Fee** represents 10 percent of the total of the personnel and operations costs. This fee covers the personnel infrastructure of operating the fire department – the overhead or cost of doing business. With the contract for service, Mercer Island receives the services of all of the personnel listed in the “At-A-Glance” section above.

**Equipment Replacement Fund** is a reserve fund to replace specific items on an asset replacement schedule. The EF&R partner agencies and Woodinville Fire & Rescue contribute to this fund. Mercer Island’s share is estimated based on the number of suppression personnel and stations. This amount will need to be finalized upon the incorporation of Mercer Island’s current equipment into EF&R’s Equipment Replacement Fund. Items included in the Equipment Replacement Fund include, but are not limited to, bunker gear, computers, SCBA, radios, defibrillators, etc. The contribution to the Equipment Replacement Fund is estimated to increase by 3 percent per year.

Mercer Island will maintain ownership of all vehicles and apparatus. Those assets will be incorporated into the EF&R schedule to track replacement timelines; Mercer Island will be responsible for the cost of replacing its vehicles and apparatus in accordance with the schedule. Any current lease obligations shall be retained by the City.

**Capital Facilities Maintenance Fund** includes funds for planned expenses. The projects included are decided upon and approved by the Board of Directors during the budget cycle. Like the Equipment Replacement Fund, the Capital Facilities Maintenance Fund is also estimated to increase by 3 percent per year.

**One-Time Start-up Costs** include an amount to cover the accrued time liability of the Mercer Island personnel (the cost of time on the books) and an estimated cost to upgrade the SCBA masks to align with those used by EF&R operations personnel. The calculation for the accrued time liability is based on an estimated 2024 hourly rate for each employee and the vacation and sick leave hours in their individual banks. The dollar amount shown represents 100 percent of the estimated value of the total vacation time and 50 percent of the estimated value of the total sick time. As this amount is over one million dollars, EF&R would be willing to adjust the schedule to allow for up to four annual payments.

2024 Financial Proposal	
<b>Personnel &amp; Operations</b>	\$7,158,860
<b>10% Administrative Fee</b>	\$715,886
<b>Equipment Replacement Fund</b>	\$114,000
<b>Capital Facilities Maintenance Fund</b>	\$30,000
<b>Contract Cost for Proposed Services</b>	<b>\$8,018,746</b>
Time Accrual Liability Fund (one-time cost)	\$1,207,806
Costs to align critical safety equipment (one-time cost)	\$33,600

**Subject to legal review and mutual agreement between the City of Mercer Island and EF&R:** Emergency Medical Services fee for transport is in alignment with EF&R's service delivery. The Department is well versed in the cost recovery process and can assist the City with their transport revenue. In addition, EF&R has experience with EF Recovery and can work with the City's vendor to process recovery collections. If desired, EF&R can incorporate the City's collection processes into EF&R's and reconcile annually to offset contract costs for services.

All of us here at EF&R value the relationship we have built with the City of Mercer Island. We remain dedicated to continuing this relationship, either as partners or as neighbors.

Thank you for your time and consideration, and we look forward to discussing our proposal with you further.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ben Lane', written over a horizontal line.

Ben Lane, Fire Chief

## INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This Agreement is entered into between EASTSIDE FIRE & RESCUE (“Eastside”), a nonprofit corporation organized under chapter 24.03 RCW, and the CITY OF MERCER ISLAND, WASHINGTON (“Mercer Island”).

### RECITALS

1. Eastside currently provides fire and emergency medical services to the cities of Issaquah, North Bend, and Sammamish and within King County Fire District Nos. 10 and 38 and Woodinville Fire & Rescue, including the city of Carnation and other unincorporated areas in the eastern Puget Sound region.
2. Mercer Island currently provides fire and emergency medical services to approximately 6.32 square miles within the City of Mercer Island and the surrounding waters.
3. Eastside and Mercer Island each maintain and operate their own fire departments to provide fire protection, fire suppression, and emergency medical services in their respective jurisdictions.
4. The governing body of the City of Mercer Island is considering that fire and emergency medical services may be more efficiently and effectively provided to its residents by contracting with another service provider.
5. The purpose of this Agreement is to allow Eastside to provide fire protection, fire suppression, emergency medical, and related administrative services to Mercer Island.

### TERMS OF AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

#### 1. DEFINITIONS.

1.1. The following terms, when used in this Agreement, are defined as follows:

- (a) “Fire Chief” means the duly appointed Fire Chief, or acting Fire Chief, of Eastside.
- (b) “Material Breach” means either:
  - (i) Eastside’s failure to provide services at the level specified in Section 3 of this Agreement;
  - (ii) Mercer Island’s failure to pay the amounts specified in this Agreement; or



- (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations.

## 2. TERM, RENEWALS, AND TERMINATION.

- 2.1. Initial Term.** This Agreement takes effect on January 1, 2024 (“Commencement Date”) and shall remain in effect through December 31, 2033 (“Initial Term”) unless earlier terminated for material breach in accordance with Section 2.5. The “Implementation Date” of this Agreement shall be January 1, 2024, unless the parties mutually agree in writing to delay implementation to a later date certain. The Implementation Date is the date on which Eastside’s service obligations will begin, Mercer Island’s payment obligations begin, and the employees and assets are transferred.
- 2.2. Renewal Terms.** At the conclusion of the Initial Term, this Agreement shall automatically renew for successive ten-year terms (each a “Renewal Term”), unless a written notice of termination is given pursuant to Section 2.3.
- 2.3. Voluntary Termination.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended and substantial planning efforts have been undertaken and relied on. Therefore, termination of this Agreement shall not be effective unless a party transmits to the other party a written notice of termination in January 2031, or in January of the eighth year of any Renewal Term, as applicable. If such written notice is timely provided, the termination shall be effective as of the end of the then-current Initial Term or Renewal Term, as applicable.
- 2.4. Responsibility and Liability Upon Termination.**
- (a) If Eastside lays off any employees as a result of Mercer Island’s termination of this Agreement, Mercer Island shall be responsible for payment of accrued employee benefits, continuation of employee benefits required by law, and unemployment compensation for a period not to exceed five years. For purposes of this paragraph, “employee” means an individual whose employment with Eastside has been terminated as a direct result of Mercer Island’s termination of this Agreement. If Mercer Island establishes its own fire department upon termination of this Agreement, it shall collectively bargain with the International Association of Firefighters Local 2878 (“Eastside Union”) to assume employment of laid-off employees upon substantially the same terms of employment as contained in the collective bargaining agreement (“CBA”) negotiated between Eastside and the Eastside Union. If Mercer Island contracts for service with another entity, Mercer Island shall collectively bargain with the Eastside Union and transition employment of laid-off employees to the new entity providing service to Mercer Island.

- (b) Upon termination of this Agreement, Mercer Island shall remain liable and responsible for its pro rata share of all liabilities, payments, and obligations incurred by or attributed to Mercer Island during the Initial Term (or any Renewal Term). In addition, Mercer Island shall be liable for all expenses incurred by Eastside attributable to requests and directions made by Mercer Island pursuant to termination, including payment of overtime if Mercer Island requests that Eastside refrain from hiring employees prior to termination. Within 30 days after the date of termination, Eastside shall settle with Mercer Island all liabilities, payments, and obligations that became fixed on or before the date of termination. Within 30 days after any liabilities, payments, or obligations became fixed after the date of termination, Eastside shall settle such liabilities, payments, and obligations with Mercer Island.
- (c) Eastside shall return all separate real property and separate personal property, as identified in the Exhibits hereto, to Mercer Island on or before the effective date of termination. Eastside shall determine the fair market value of all joint real property and joint personal property. On or before the effective date of the termination, Mercer Island shall receive or pay, as applicable, in cash or property, its percentage or ratio of the net fair market value of any joint real property and joint personal property, as determined in accordance with Eastside's financial statements for the year of termination. If Mercer Island disputes Eastside's determination of fair market value of the joint real property or joint personal property or Mercer Island's proportionate share thereof, Mercer Island shall pay for and accept an appraisal of the fair market value of the property by an appraiser selected jointly by Mercer Island and Eastside.

**2.5. Termination for Material Breach.** Notwithstanding the provisions of Sections 2.2 and 2.3, above, either party may terminate this Agreement in the event of a material breach by the other party, pursuant to the following process:

- (a) The non-breaching party shall provide the breaching party with written notice which sets forth the alleged material breach(es)
- (b) The breaching party shall have 90 days following receipt of the notice from the non-breaching party (the "cure period") to cure such alleged material breach(es), or within such longer period of time as allowed by the non-breaching party in its notice.
- (c) If the breaching party fails to cure such material breaches during the cure period, the non-breaching party may terminate this Agreement upon the expiration of the cure period by providing the breaching party with written notice of termination of this Agreement. In that event, the termination shall be subject to the wind-up provisions set forth in Section

2.5(d). The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.

- (d) In the event of a material breach of this Agreement that has not been cured by the expiration of the cure period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of 12 months after the expiration of the cure period (the “wind-up period”). The wind-up period shall be reduced to six months if the material breach involves Mercer Island’s failure to make the required payments or Eastside’s failure to provide the services required as set forth in Section 3. During the wind-up period, the parties shall coordinate their efforts to transition services in a reasonable and efficient manner. If Eastside continues to provide all services as defined in Section 3 during the wind-up period, Mercer Island will be responsible for all payments required under this Agreement until the conclusion of the wind-up period.

**2.6. Termination Pursuant to Membership in Eastside.** If Mercer Island later decides to join Eastside as a voting member governed by the Eastside Fire & Rescue Interlocal Agreement or any successor agreement thereto (“Eastside ILA”), then the parties to this Agreement shall mutually decide on a termination date and an appropriate plan and process for Mercer Island becoming a member of Eastside, subject to approval by the governing bodies of Eastside’s then-current members through the process provided in the Eastside ILA.

### **3. SERVICES PERFORMED BY EASTSIDE FOR MERCER ISLAND**

**3.1. Fire Suppression Services.** Eastside shall furnish fire protection, fire suppression, and all hazard emergency response services necessary for the protection of life and property to all properties and persons presently within the boundaries of, or annexed to, Mercer Island, including all real and personal properties owned or leased by Mercer Island. Eastside shall render these services to Mercer Island on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather by providing the most efficient and effective service to the entire area served by Eastside.

**3.2. Emergency and Non-emergency Medical Services.** Eastside shall furnish emergency medical services, and non-emergency medical services under RCW 35.21.930, to all properties and persons presently within or annexed to Mercer Island, including all real and personal properties leased or owned by Mercer Island. Eastside shall render these services to Mercer Island on the same basis as they are rendered to other areas served by Eastside, without regard to political boundaries but rather by providing the most efficient and effective service to the entire area served by Eastside.

**3.3. Level of Service.** Eastside shall maintain the following staffing levels to support fire suppression and emergency medical services to Mercer Island during the term of this Agreement:

- (a) **Station 91 Staffing.** One engine (cross-staffed with an aid car) and one Battalion Chief truck, with one Battalion Chief; one Officer, one Engineer, and one Firefighter.
- (b) **Station 92 Staffing.** One engine (cross-staffed with an aid car and midi), with one Officer, one Engineer, and one Firefighter.
- (c) **Fire Marshal's Office.** One Fire Marshal.
- (d) **Overall Staffing Levels.** For purposes of this Agreement, the parties anticipate that Eastside will maintain employment of 28 uniformed firefighters and 1 fire marshal that are primarily assigned to the City's Stations 91 and 92 to maintain appropriate coverage at each worksite.

Eastside reserves the right to temporarily modify staffing levels from time to time as circumstances may require in its sole reasonable discretion.

**3.4. Fire Prevention Services.** Eastside shall provide fire prevention and public education services to property owners, residents, and businesses located within Mercer Island's service area. It is assumed that Eastside will, throughout the year, receive from residents, property owners, and/or businesses within the City, requests for other prevention and education services and Eastside will accommodate those requests, as staffing allows, as it would do under similar circumstances for requests elsewhere within the Eastside service area.

**3.5. Fire Marshal Services (fire code compliance and inspection).** Eastside agrees to provide the following fire marshal services for properties and projects within Mercer Island's service area, utilizing State Codes and local ordinances as applicable: pre-construction plan review and approval; testing of sprinkler and other fire suppression systems and detection systems in new construction; occupancy inspections; wood stove inspections; fireworks permits and other related permits; code interpretation in conjunction with construction; inspection of commercial buildings and witness testing of fire alarm systems for certification in new construction; and ongoing existing building, facilities, and properties inspections; and fire investigations. In connection with providing Fire Marshal services, Eastside shall also be available for periodic meetings with and consulting for appropriate city or county officials. Should an outside resource be required for any plan review services, Mercer Island shall reimburse Eastside directly. Additionally, it is understood that the Fire Marshal may be required to assist in other Eastside service areas, just as the Eastside Fire Marshal and Fire Prevention staff may be assigned to Mercer Island. It is the Parties' intention that the Mercer Island

Fire Marshal will provide fire marshal services primarily to the City of Mercer Island.

- (a) Eastside shall report fire code violations to the City of Mercer Island and shall cooperate with city and county building and code enforcement officials to administer and enforce the applicable fire codes, but Eastside shall have no direct responsibility for code enforcement, which shall remain the responsibility of the building, planning, and/or code enforcement officers of Mercer Island. Any legal costs incurred by Eastside in the enforcement of fire codes shall be paid by Mercer Island and shall not be an operating expense of Eastside. Any awards of costs, attorneys' fees, penalties, or fines in an enforcement action shall be the property of the enforcing city or county.
- (b) All permits shall be issued by and under the authority of the permitting authorities within Mercer Island's service area. Eastside shall work closely with such authorities as needed to carry out the fire code and ensure a timely and coordinated permitting process.

**3.6. Hazardous Materials Incident Response.** Eastside shall provide operational level hazardous materials response capabilities at the same level currently provided to its service area, either by Eastside employees or by contract. The service to be provided by Eastside does not include cleanup, remediation, or cost recovery from hazardous materials, nor shall Eastside be responsible for response levels beyond that of "Operations" as identified in NFPA 472. Eastside shall not bear any responsibility for any costs of Hazmat Response within Mercer Island's jurisdictional boundaries.

**3.7. Dispatch Services.** Dispatch services shall be provided to Mercer Island through Eastside's contractual arrangement with NORCOM.

**3.8. Fire Chief and Administrative Services.**

- (a) **Fire Chief.** Mercer Island shall designate Eastside's duly appointed Fire Chief, or acting Fire Chief, as the fire chief of Mercer Island. Eastside's Fire Chief shall have and exercise all powers granted to the fire chief in Mercer Island's governing documents. Eastside's Fire Chief shall hire, discipline, discharge, and supervise all employees and volunteers of Eastside, including all employees and volunteers who provide service within Mercer Island's service area.
- (b) **Administrative Services.** Eastside shall provide all administrative oversight and support functions necessary to effectively deliver the services provided under this Agreement, including Mercer Island's accounts payable, accounts receivable, audit, and bookkeeping functions, as well as personnel management and supervision.

#### 4. PAYMENT FOR SERVICES.

**4.1. Charges Due Annually.** For the services provided by Eastside pursuant to this Agreement, Mercer Island shall pay Eastside the following amounts annually:

- (a) **Personnel Costs.** Personnel Costs consisting of all employee and employee-related expenses, including wages, benefits, and overtime costs incurred to render services described in Section 3. For 2024, Mercer Island shall pay Personnel Costs of \$6,093,411, subject to the adjustments described in Sections 4.3(b) and 4.3(c) below.
- (b) **Operations Costs.** Operations Costs consisting of all operating expenses incurred annually to adequately render services described in Section 3 to Mercer Island. For 2024, Mercer Island shall pay Operations Costs of \$1,065,449, subject to the adjustments described in Section 4.3(a) below.
- (c) **Contract Administration Charge.** An annual Contract Administration Charge equal to 10 percent (10%) of the sum of Personnel Costs and Operations Costs. For 2024, the Contract Administration Charge is \$715,886. The Contract Administration Charge is not subject to the Reconciliation adjustment described in Section 4.3(b) below.
- (d) **Equipment Replacement Charge.** An annual Equipment Replacement Charge to cover routine replacement of items listed in **Exhibit A**. For 2024, the Equipment Replacement Charge is estimated to be \$114,000. The annual Equipment Replacement Charge does not include or offset Mercer Island's apparatus and vehicle replacement obligations under Section 5.6 below.
- (e) **Capital Facilities Maintenance Charge.** An annual Capital Facilities Maintenance Charge to cover routine maintenance of capital facilities to meet the Eastside facility standards as set forth in Eastside Board Policy 0005 (as currently in effect or as subsequently amended). See Exhibit D. For 2024, the Capital Facilities Maintenance Charge is \$30,000.

**4.2. Start-Up Costs.** As a one-time fee to cover Mercer Island's proportionate share of Eastside's Liability Reserve Fund, as set forth in Eastside Board Financial Policy 0002, Section 5.5 (as currently in effect or as subsequently amended), Mercer Island shall be responsible for paying Eastside the sum of \$1,207,806 on or before the Implementation Date of this Agreement or on a schedule as mutually agreed upon between Eastside and Mercer Island. Additionally, should the implementation date be prior to January 1, 2024, Mercer Island shall pay, on or before the Implementation Date, a one-time charge of \$110,262.00 representing the cost to Eastside of adding and

funding the accounts of 29 employees to the VEBA health reimbursement arrangement plan for qualified medical expenses.

#### **4.3. Annual Adjustments to Charges.**

- (a) **Annual Escalator.** The annual charge to Mercer Island for Operations Costs, Equipment Replacement and Capital Facilities Maintenance described in Section 4.1 above shall increase by 3 percent annually.
- (b) **Reconciliation.** The annual charge to Mercer Island shall be subject to the following process to reconcile the Personnel Costs estimated at the beginning of the year to the Actual Personnel incurred by Eastside over the course of the year ("Reconciliation Adjustment"):
  - (i) **Actual Personnel Costs.** Mercer Island shall pay to Eastside the Actual Personnel Costs incurred to render services described in Section 3. Actual Personnel Costs shall include the fully burdened rate based on actual wages (including overtime) and benefits paid and accrued during the year.
  - (ii) **Timing.** The initial calculation of Personnel Costs for a particular year shall be established by October 15th based on budgeted personnel cost for the subsequent calendar year, and such budgeted amount shall then be reconciled to the Actual Personnel Costs by no later than March 31st of the year following the contract year. Example: By October 15th, 2024, Eastside will establish a budgeted Personnel Cost for calendar year 2025. Mercer Island will pay this amount for services rendered in 2025. Eastside will then reconcile the budgeted amount to the Actual Personnel Cost and provide Mercer Island with a reconciliation for 2025 no later than March 31, 2026.
  - (iii) **Payment.** Following receipt of the reconciliation from Eastside, Mercer Island shall pay any difference between the initial Personnel Costs and Actual Personnel Costs, no later than April 30th; provided, that if initial Personnel Costs paid by Mercer Island exceed Actual Personnel Costs for a given year, such difference shall be credited against Personnel Costs due for the following year, unless this Agreement will expire at the end of the year for which such costs were paid by Mercer Island, in which case such difference shall be refunded to Mercer Island.

#### **4.4. Payment Procedures.** Eastside shall invoice and Mercer Island shall pay all invoiced amounts within 30 days. In the event the Implementation Date is established on a date prior to January 1, 2024, the cost of services for that portion of 2023 following the Implementation Date shall be prorated on a 365-

day basis. (For example, if the Implementation Date is November 1, Mercer Island would pay 61/365 or 17 percent of the full annual amount.)

**4.5. Charges Under RCW 52.30.020.** Eastside may exercise its powers under RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions, or municipal corporations owning real property or improvements within Mercer Island's service area.

**5. PROPERTY OWNERSHIP AND FUNDING.** All real and personal property that is owned or acquired by Mercer Island for use by Eastside in carrying out this Agreement shall be owned and funded as follows:

**5.1. Real Property Ownership.** Stations 91 and 92, and the real property upon which they are situated, and all other real property that is acquired by Mercer Island prior to the Commencement Date of this Agreement shall remain the real property of Mercer Island. Following execution of this Agreement and before the Commencement Date, Mercer Island shall file with Eastside's Fire Chief an inventory of such before-acquired real property. All real property acquired jointly by Mercer Island and Eastside after the Commencement Date shall be the joint real property of Mercer Island and Eastside, and all real property acquired separately by Mercer Island or Eastside after the Commencement Date shall be the separate real property of that party. Eastside shall have exclusive access to and control over all real property listed in **Exhibit B**, attached hereto. Such real property shall be under the exclusive direction and control of Eastside, subject to Mercer Island's right, with reasonable notice, to enter the premises to inspect the facilities and equipment, and to otherwise assure compliance with the terms of this Agreement and applicable laws and regulations.

**5.2. Real Property Maintenance and Repair.** The Eastside Board of Directors shall fund the maintenance and repair of all real property in accordance with **Exhibit C** and **Exhibit D**. **Exhibit D** shall include the establishment and funding of a special account for maintenance and repair of real property. In conjunction with Eastside's budgeting process, the Eastside Board of Directors may, by motion, amend **Exhibit C** and **Exhibit D**. Any such motion shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement.

**5.3. Improvements to Real Property.** The Eastside Board shall determine and carry out all improvements to real property. Upon request by Mercer Island, the Eastside Board may carry out improvements to Mercer Island's separate real property that are paid for entirely by Mercer Island.

**5.4. Personal Property Ownership.** Following execution and before the Effective Date of this Agreement, Mercer Island shall file with Eastside's Fire Chief an inventory, a statement of fair market value, and a depreciation schedule of all



personal property acquired by Mercer Island prior to the Commencement Date. **Exhibit B**, which is incorporated in and attached to this Agreement, lists and describes the personal property over which Eastside has exclusive access and control while this Agreement remains in effect, and indicates whether the personal property is considered separate personal property of Mercer Island or joint personal property of Eastside and Mercer Island.

- 5.5. **Personal Property Replacement.** The Eastside Board of Directors shall fund, replace, value, and depreciate all personal property listed and described in **Exhibit B** and **Exhibit C**, including the establishment and funding of a special account for replacement of personal property. In conjunction with Eastside's budgeting process, the Board may, by motion, amend **Exhibit B** and **Exhibit C**; provided, that no transfer of ownership of real property from Mercer Island to Eastside may be effectuated without the approval of Mercer Island's City Council. Any such motion shall be reduced to writing, filed with the Secretary of the Board, and attached to this Agreement. Mercer Island shall provide Eastside with all applicable service and maintenance records, shop manuals, and other documents related to Mercer Island's personal property.
- 5.6. **Apparatus and Vehicle Replacement.** Except as provided in Section 5.7 below, Mercer Island shall be responsible for purchasing replacement apparatus and vehicles to be used by Eastside in providing services under this Agreement in accordance with Mercer Island's adopted capital equipment replacement schedule, attached hereto as **Exhibit E**.
- 5.7. **Capital Improvements.** Eastside shall be responsible for the equipment replacement and capital facilities maintenance expenditures ("Capital Expenditures Program") identified in **Exhibit D**. Eastside shall update its Capital Expenditures Program in conjunction with its budgeting process with input from Mercer Island's City Council. In the event of a dispute between Eastside and Mercer Island over the Capital Expenditures Program or the funding of capital improvements or equipment, such dispute shall be resolved in accordance with the Dispute Resolution process set forth in Section 12.
- 5.8. **General Obligations Bond.** Any existing and acquired general obligation bonds by Mercer Island will remain the obligation of Mercer Island.
- 5.9. **Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfer of records between the parties.
- 5.10. **Utilities.** Eastside shall be responsible for payment of all utilities for the real property.
- 5.11. **SEPA Mitigation.** Mercer Island, under certain circumstances, has the ability to require actions of mitigation which may have an impact upon fire protection for development or other activities within Mercer Island's service area. Prior

to the City of Mercer Island's issuance of a SEPA threshold determination for development or other activity within Mercer Island's service area which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which Mercer Island may require mitigation, Mercer Island and Eastside shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation, if any, to recommend to the City of Duvall's SEPA responsible official.

## 6. EMPLOYEE TRANSFERS.

- 6.1. **Employer.** Eastside shall serve as the employer of all employees and shall employ all employees necessary to fulfill the purposes of this Agreement, consistent with applicable laws and regulations. Eastside assumes all retirement system obligations with respect to employees who transition from Mercer Island to Eastside pursuant to this Agreement, except as set forth in Section 6.5 below. The adopted budget of Eastside shall contain sufficient funds to pay all wages, salaries, employee benefits, payroll taxes, and other expenses of employees.
- 6.2. **Transition of Mercer Island Employees to Eastside.** In taking on additional personnel to provide services under this Agreement, Eastside will give first consideration to Mercer Island employees.
- 6.3. **Collective Bargaining.** Each party shall undertake to collectively bargain the impacts of this Agreement upon the respective labor unions representing each party's employees. The Eastside Union and the International Association of Firefighters Union Local 1762 ("Mercer Island Union") shall each independently approve agreements, with Eastside and Mercer Island respectively, establishing the conditions under which the Mercer Island firefighters will be integrated into the Eastside Union.
- 6.4. **Indemnification Regarding Mercer Island Personnel Claims.** Mercer Island shall indemnify, defend, and hold Eastside harmless from any and all demands, claims, actions, judgments, or liabilities of any kind (including defense costs and awards of attorney fees) by former Mercer Island personnel, that arise out of or relate to Mercer Island's acts or omissions prior to the Commencement Date of this Agreement.
- 6.5. **Mercer Island LEOFF 1 Responsibility.** Mercer Island shall retain the liability for retired LEOFF 1 Mercer Island personnel to include medical and long-term care insurance payments and any other expenses incurred by Mercer Island LEOFF 1 personnel in accordance with Mercer Island policies and procedures.

- 6.6. Accrued Employee Leave Balances.** Mercer Island shall be responsible for the full amount of Mercer Island employee leave balances existing on the Commencement Date of this Agreement.

## **7. OVERSIGHT AND ADMINISTRATION.**

- 7.1. Mercer Island Meetings.** Eastside will provide a Mercer Island Liaison (appointed by Eastside) to attend Mercer Island's City Council meetings and other such duties as assigned by the Fire Chief, provided that such duties do not, in the opinion of the Fire Chief, interfere with or disrupt the overall operation and management of Eastside. The Liaison shall provide Mercer Island's City Council with regular updates on Eastside operations.
- 7.2. Annual Report.** The Fire Chief or designee shall provide an annual report to the Mercer Island City Council regarding the services provided under this Agreement on or before July 1 of each year beginning in 2024.
- 7.3. Administration of Agreement.** The Fire Chief shall be the administrator of this Agreement. The Fire Chief shall have authority to establish administrative policies and procedures to carry out the purposes of this Agreement.

## **8. EXISTING AGREEMENTS.**

- 8.1. Mutual and Automatic Aid Agreements.** Eastside shall assume Mercer Island's contractual responsibility and obligations for the provision of mutual and automatic aid under agreements between Mercer Island and other fire agencies. At such time as these agreements are renegotiated and re-executed, Eastside will represent Mercer Island's interests and shall be signatory to the agreements. Mercer Island's City Council shall not have authority to approve Eastside's execution of mutual aid agreements (or amendments to existing agreements) unless the other parties to such agreements specifically require that Mercer Island be a named party to such agreements.

## **9. INDEMNIFICATION AND HOLD HARMLESS.**

- 9.1.** Mercer Island shall protect, defend, indemnify, and hold harmless Eastside (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of Mercer Island (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement. Eastside shall protect, defend, indemnify, and hold harmless Mercer Island (including its officers, employees, and agents) from any and all costs, claims, judgments, or awards of damages, including attorney fees, arising out of or in any way resulting from the negligent acts or omissions of Eastside (including its officers, employees, and agents) in performing any obligations or exercising any authorities under this Agreement.

## 10. INSURANCE.

**10.1. Eastside Insurance.** Eastside shall provide insurance coverage for all of Eastside and Mercer Island's operations, facilities, equipment, and personnel. The insurance coverage shall include all risk property insurance, insuring fire station contents at replacement cost, and general liability insurance, including errors and omissions coverage.

## 11. INDEPENDENT MUNICIPAL GOVERNMENTS.

**11.1. Independent Governments.** The parties recognize and agree that Eastside, its members, and Mercer Island are independent government agencies. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of the parties. This Agreement shall not be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.

**11.2. No Agency.** Except as specifically provided in this Agreement, neither party has any right, power or authority to enter into any binding agreement or undertaking with a third party for or on behalf of the other party.

**11.3. Debts and Obligations.** Neither Mercer Island nor Eastside, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.

**11.4. Assignment of Resources.** Eastside shall have the sole discretion to temporarily allocate and assign the resources available to it without regard to political boundaries and to determine the exact method by which the services described in this Agreement are provided within the jurisdictional boundaries of Eastside and Mercer Island.

## 12. DISPUTE RESOLUTION.

**12.1.** Prior to any other action, the Chair of the Mercer Island City Council and the Fire Chief shall meet and attempt to negotiate a resolution to any and all disputes.

**12.2.** If the parties are unable to resolve the dispute through negotiation, either party may demand mediation with a mediator selected by mutual agreement. Mediation shall occur within 30 days of the demand for mediation, unless the chosen mediator is unavailable within that time frame and the parties agree to a delay to accommodate the mediator's schedule. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and attorney fees.

- 12.3.** If a mediator or the timing of the mediation cannot be agreed upon, or if the mediation fails to resolve the dispute, then either party may submit the matter to the American Arbitration Association for binding arbitration according to its Commercial Arbitration Rules, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a single disinterested arbitrator with both parties sharing equally in the cost of the arbitrator and arbitration. The location of the arbitration shall be mutually agreed or established by the arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and attorney fees.
- 12.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive, and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application, or breach, regardless of whether the dispute is based in contract, tort, a violation of federal law, state statute, or local ordinance, or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded. A party may enforce the final arbitration award in any court of competent jurisdiction.

### **13. MISCELLANEOUS**

- 13.1. Non-Exclusive Agreement.** The parties to this Agreement acknowledge that Eastside retains authority to enter into similar agreements with other municipal agencies.
- 13.2. Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver, estoppel, or abandonment of those covenants, agreements, or options, all of which shall remain in full force and effect.
- 13.3. Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.
- 13.4. Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party is void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment may be made without additional written consent.
- 13.5. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the governing body

of each party. This Agreement may not be modified, supplemented, or otherwise affected by the parties' course of dealing or course of performance.

- 13.6. Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 13.7. Entire Agreement.** This Agreement, together with the Exhibits hereto, constitutes the entire Agreement between the parties. The written terms and provisions of this Agreement, together with the Exhibits hereto, supersede all prior communications, negotiations, representations, and/or agreements, whether verbal or written, between the parties.
- 13.8. Severability.** If any section of this Agreement or its application to a particular person or entity is adjudicated to be invalid, such action shall not affect the validity of any other section not so adjudicated or its applicability to other persons or entities.
- 13.9. Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall not be construed strictly for or against any party.
- 13.10. Notices.** All notices, requests, demands, and other communications required by this Agreement shall be in writing to the addresses listed below, and, except as provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered to the recipient, or three calendar days after the time of mailing if mailed by first class mail, postage prepaid.
- |                         |                             |
|-------------------------|-----------------------------|
| Eastside Fire & Rescue: | City of Mercer Island       |
| Attn: Fire Chief        | Attn: City Manager          |
| 175 Newport Way NW      | 9611 SE 36 <sup>th</sup> St |
| Issaquah, WA 98027      | Mercer Island, WA 98040     |
- 13.11. Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 13.12. Survival.** The rights and duties of Sections 2.4, 6, 9, and 12 shall survive expiration or termination of this Agreement.
- 13.13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together constitute this one Agreement.

**ACKNOWLEDGED AND AGREED TO BY:**

**EASTSIDE FIRE & RESCUE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
*Signature*

Jessi Bon

\_\_\_\_\_  
*Print Name*

City Manager

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*David A. Linehan*  
*Attorney for Eastside Fire & Rescue*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Bio Park*  
*Attorney for City of Mercer Island*

## EXHIBIT A

### ASSETS IN EASTSIDE'S EQUIPMENT REPLACEMENT FUND

Gas Detectors  
SCBA  
SCBA Compressors  
Radios  
Defibrillators  
Thermal Imaging Cameras  
Bunker Gear  
Ballistic Vests  
Mobile Data Computers  
Computers/Computer Equipment  
PT Equipment  
Rescue Tools/Airbags  
Hose  
Pump Test Trailer

Exhibit A



**EXHIBIT B****MERCER ISLAND - REAL AND PERSONAL PROPERTY UNDER EASTSIDE'S  
EXCLUSIVE ACCESS AND CONTROL**

Fire Station 91 – 3030 78<sup>th</sup> Ave SE, Mercer Island, WA (Parcel 531510-1155)

Fire Station 92 – 8473 SE 68<sup>th</sup> St, Mercer Island, WA (Parcel 302405-9111)

All vehicles titled to Mercer Island at time of contract implementation (see table below).

#	Description	Replacement Reserve	Year	Life	Replacement Date
521	2018 Pierce Pumper	Apparatus	2018	15	2033
498	2017 Chevy 4WD	Fleet	2017	10	2027
502	Fire AID Unit Ford E350	Fleet	2017	20	2037
485	2016 Toyota Rav 4	Fleet	2016	10	2026
487	2016 Toyota Rav 4	Fleet	2016	10	2026
490	2016 Chevrolet Suburban	Fleet	2016	8	2024
495	2016 Toyota Rav 4	Fleet	2016	10	2026
497	2015 Fire Midi Pumper	Apparatus	2015	16	2031
538	Tech Rescue Trailer	Fleet	2014		
268	Tech Rescue Trailer	N/A	1995		
471	Fire Rescue Truck	Apparatus	2013	10	2023
449	2012 North Star Ambulance	N/A	2012	20	2032
458	Lease Purchase-Max Pumper	Apparatus	2012	20	2032
411	09 Suburban 4WD	N/A	2009	8	
399	Fire Maxi Pumper	Apparatus	2008	20	2028
400	Fire Maxi Pumper	Apparatus	2008	20	2028
403	Fire Mini Pumper	Apparatus	2008	16	2024
387	07 NS 138-3 Ambulance Ford E350	N/A	2007	10	*

\* New aid car ordered in 2022; not yet received. Aid #449 will become reserve.

**Exhibit B**

All vehicles listed will be utilized for their useful life. However, only those that are also identified in **Exhibit E** will be included in future replacement by Mercer Island. Additionally, any of these vehicles that end up identified in the 2025 – 2026 Eastside Equipment Replacement Plan will be included for future replacement at Eastside's expense. All vehicles will remain titled to Mercer Island until replacement, at which time the funding party will take title to the new vehicle, and the old vehicle will be surplussed with the proceeds remitted to the original purchaser.

## Exhibit B

## EXHIBIT C

### EASTSIDE PERSONAL PROPERTY

The ownership of all personal property not expressly identified in Exhibit B is owned by Eastside (a Non-Profit Corporation), to include items listed in Table 1 below.

Replacement and maintenance of these items will be purchased out of the Eastside General Fund or the jointly funded Equipment Replacement Fund.

Table 1

IT Equipment
Bunker Gear
Self-Contained Breathing Apparatus
Rescue Equipment
Office Supplies
Radios
Furniture
Uniforms
Hose
Any other property not expressly listed in Exhibit B

## **EXHIBIT D**

### **EASTSIDE CAPITAL EXPENDITURES PROGRAM**

Per paragraph 5.2, this exhibit “shall include the establishment and funding of a special account for maintenance and repair of real property.” The Eastside Board of Directors has adopted and maintains two policies in direct support of this exhibit: (i) Policy 0008 - Equipment Replacement Fund, and (ii) Policy 0005 – Capital Facilities Maintenance Fund.

The Equipment Replacement and Capital Facilities Maintenance schedules adopted by the Eastside Board shall serve as Exhibit D and shall be updated in connection with Eastside’s annual/biennial budget process.

Mercer Island-owned facilities will be added to Exhibit D as part of the comprehensive 2025-2026 budget creation and adoption process.

## Equipment Replacement Fund Schedule

					2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	<b>Cash Balance</b>				\$390,708	\$678,515	\$478,603	\$1,288,525	\$1,456,220	\$1,834,485	\$2,097,973	\$2,854,070	\$1,389,437	\$2,398,341	\$2,271,228	\$2,958,276	\$3,881,031
	<b>Contributions</b>				\$1,090,938	\$1,123,666	\$1,157,376	\$1,192,097	\$1,227,860	\$1,264,696	\$1,302,637	\$1,341,716	\$1,381,968	\$1,423,427	\$1,466,129	\$1,510,113	\$1,555,417
	<b>Contract Agency Contributions</b>				\$175,591	\$180,859	\$186,285	\$191,873	\$197,630	\$203,558	\$209,665	\$215,955	\$222,434	\$229,107	\$235,980	\$243,059	\$250,351
	<b>Purchases</b>				\$978,723	\$1,504,437	\$533,739	\$1,216,276	\$1,047,224	\$1,204,767	\$756,206	\$3,022,304	\$595,497	\$1,779,647	\$1,015,061	\$830,418	\$743,616
	<b>Net</b>				\$678,515	\$478,603	\$1,288,525	\$1,456,220	\$1,834,485	\$2,097,973	\$2,854,070	\$1,389,437	\$2,398,341	\$2,271,228	\$2,958,276	\$3,881,031	\$4,943,183
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
8839	Engine 173	2010	20	2030								\$969,234					
8840	Engine 178	2010	20	2030								\$969,234					
8842	Engine 183	2012	20	2032										\$1,008,391			
8843	Engine 187	2016	20	2036													
8845	Engine 185	2016	20	2036													
8845	Engine 172	2016	20	2036													
	Engine 182 (Quint)			See line 46													
8832	Backup Engine	2001	25	2026													
8833	Backup Engine	2001	25	2026													
8834	Backup Engine	2003	25	2028													
8835	Reserve (wildland 76)	2004	25	N/A													
8836	Reserve (wildland 74)	2004	25	N/A													
8841	Reserve (E288)	2012	25	N/A													
	<b>Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,938,468	\$0	\$1,008,391	\$0	\$0	\$0
	<b>Tax</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,847	\$0	\$100,839	\$0	\$0	\$0
	<b>Total</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,132,315	\$0	\$1,109,230	\$0	\$0	\$0
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
7842	Aid 171	2017	10	2027					\$247,236								
7843	Aid 183	2017	10	2027					\$247,236								
7840	Aid 178	2014	10	2024	\$228,408												
7839	Aid 187	2011	10	2021				\$242,388							\$278,428		
7838	Aid 185	2011	10	2021				\$242,388									
7841	Back up Aid Unit	2015	20	2035													
7826	Back up Aid Unit	1999	20	2019													
7828	Aid 276 (reserve)	1999	20	2019													
7832	Aid 288 (reserve)Eliminate	1999	20	2019													
7836	Public Educ. Aid	2006	20	N/A													
7831	Swiftwater Aid (Eliminate)	2000	20	N/A													
7825	Aid 189 (Surplus?)	1999	20	N/A													
	<b>Subtotal</b>				\$228,408	\$0	\$0	\$484,776	\$494,472	\$0	\$0	\$0	\$0	\$0	\$278,428	\$0	\$0
	<b>Tax</b>				\$22,841	\$0	\$0	\$48,478	\$49,447	\$0	\$0	\$0	\$0	\$0	\$27,843	\$0	\$0
	<b>Total</b>				\$251,249	\$0	\$0	\$533,254	\$543,919	\$0	\$0	\$0	\$0	\$0	\$306,271	\$0	\$0
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
9811	Ladder 171	2018	20	2038													
9810	Engine 182 (Quint)	2009	20	2029													
	<b>Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Tax</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## Exhibit D

## Equipment Replacement Fund Schedule

	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3806	Tender 173	2002	35	2037	?												
3809	Tender 187	2017	30	2047													
3807	Tender 185	2002	35	2037	?												
3808	Tender 183	2011	30	2041													
6806	TRT Rescue 187	2002	22	2024		\$606,226											
1851	BC 171	2019	5	2024		\$96,554					\$106,603					\$117,699	
1852	BC181	2019	5	2024		\$96,554					\$106,603					\$117,699	
1853	BC - OPS - Back-up	2019	5	2024													
6807	Air Unit 185	1994	30	2024		\$150,000											
5822	F550 B182	2020	15	2035													\$178,531
6810	Brush 178	2010	20	2030								\$161,701					
8838	Brush 187	2008	20	2028						\$155,422							
2815	Marine	2019	20	2039													
5820	COM	2019	30	2049													
	<b>Subtotal</b>				\$0	\$949,333	\$0	\$0	\$0	\$155,422	\$213,206	\$161,701	\$0	\$0	\$0	\$235,397	\$178,531
	<b>Tax</b>				\$0	\$94,933	\$0	\$0	\$0	\$15,542	\$21,321	\$16,170	\$0	\$0	\$0	\$23,540	\$17,853
	<b>Total</b>				\$0	\$1,044,267	\$0	\$0	\$0	\$170,964	\$234,527	\$177,871	\$0	\$0	\$0	\$258,937	\$196,384
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5819	Mail Van	2015	10	2025			\$36,570										\$44,578
1846	Explorer Fire Chief	2015	12	2027					\$50,730								
1855	Explorer DC	2021	12	2033											\$57,130		
5821	Shop Pick up Truck	2008	15	2023	\$49,735												
1856	Explorer DC	2021	12	2033											\$57,130		
	UTV (Polaris)	2012	12	2024		\$25,365											
	UTV (Club)	2012	12	2024		\$25,365											
1840	AFM	2008	15	2023	\$46,866												
1841	AFM	2008	15	2023	\$46,866												
1842	AFM	2008	15	2023	\$46,866												
5816	Facilities	2008	15	2023	\$67,570												
5817	Shop Service	2011	15	2026				\$71,706									
	Forklift	2016	20	2036													
	<b>Subtotal</b>				\$257,904	\$50,730	\$36,570	\$71,706	\$50,730	\$0	\$0	\$0	\$0	\$0	\$114,260	\$0	\$44,578
	<b>Tax</b>				\$25,790	\$5,073	\$3,657	\$7,171	\$5,073	\$0	\$0	\$0	\$0	\$0	\$11,426	\$0	\$4,458
	<b>Total</b>				\$283,694	\$55,803	\$40,227	\$78,876	\$55,803	\$0	\$0	\$0	\$0	\$0	\$125,686	\$0	\$49,036
	Type	New	Replace	Replace	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Gas Detectors	2017	5	2022	\$13,739		\$10,510	\$52,883				\$7,891			\$16,748		
	SCBA	2015	15	2030						\$474,867							
	Radio	0	0	2022													
	Defib	2022	8	2030								\$225,504					
	SCBA Compressors	2017	8	2025			\$63,178	\$128,883		\$67,045	\$68,386				\$74,023	\$75,503	
	MDC	2020	5	2025													
	TI Camera	2017	5	2022	\$29,298				\$31,713					\$35,014			
	Pump Test Tractor	2021	30	2051													
	Bunker Gear	2017	1	2018	\$133,926	\$136,605	\$139,337	\$142,124	\$144,966	\$147,865	\$150,823	\$153,839	\$156,916	\$160,054	\$163,255	\$166,520	\$169,851
	Ballistic Vests	2017	10	2027									\$134,097				
	Computers	2017	1	2018	\$167,587	\$170,938	\$174,357	\$162,844	\$166,401	\$185,029	\$188,730	\$192,504	\$181,355	\$185,282	\$204,287	\$204,287	\$208,373
	PT Equipment	2017	1	2018	\$22,081	\$22,523	\$22,974	\$23,433	\$23,902	\$24,380	\$24,867	\$25,365	\$25,872	\$26,389	\$26,917	\$27,456	\$28,005
	Rescue Tool/Airbags	2017	15	2032										\$158,746			
	Hose	2017	1	2018	\$36,804	\$37,541	\$38,291	\$39,057	\$39,838	\$40,635	\$41,448	\$42,277	\$43,122	\$43,985	\$44,864	\$45,762	\$46,677
	<b>Subtotal</b>				\$403,436	\$367,607	\$448,647	\$549,224	\$406,820	\$939,821	\$474,253	\$647,380	\$541,361	\$609,470	\$530,095	\$519,528	\$452,905
	<b>Tax</b>				\$40,344	\$36,761	\$44,865	\$54,922	\$40,682	\$93,982	\$47,425	\$64,738	\$54,136	\$60,947	\$53,009	\$51,953	\$45,291
	<b>Total</b>				\$443,780	\$404,368	\$493,512	\$604,146	\$447,503	\$1,033,803	\$521,679	\$712,118	\$595,497	\$670,417	\$583,104	\$571,481	\$498,196

## Exhibit D

## Capital Facilities Maintenance Fund Schedule

Item	Career	Volunteer	Admin/Shop
	Less than (years)	Less than (years)	Less than (years)
Flooring (Vinyl)	20	30	20
Flooring (Tile)	30	40	30
Flooring (Concrete)	25	25	25
Carpet	15	30	20
Paint (interior)	20	30	20
Paint (exterior)	20	25	20
Generator	25	35	25
Cabinetry	25	35	25
Windows	50	50	50
Vehicle Exhaust	25	35	25
Septic System(s)	40	50	40
Shop Lifts	0	0	30
Roof 40 yr	40	40	40
Roof 50 yr	50	50	50
Roof 30 yr	30	30	30
HVAC	15	30	15
Blank	0	0	0
Garage Door (roll-up)	25	35	25
Garage Door (bi-fold)	50	50	50
Asphalt (replace)	50	50	50
Asphalt (seal)	5	5	5
Communications Systems	20	20	20
Deck	25	25	25
Fixtures	25	35	25
Appliances	15	30	15
Walkways	50	50	50
Entry Hardware (key way)	5	5	5
Entry Hardware (cardlock)	15	15	15
Hot Water	8	12	8

- 1) Carpet (when due for replacement) will be replaced by solid surface flooring (example; vinyl, polished concrete, laminate).
- 2) Septic systems shall be connected to sewer, if available, when due for replacement.
- 3) Roof replacement assumes replacement of gutters and skylights.
- 4) All stations will be upgraded to a cardlock system no later than 12/31/19.
- 5) Parking lot sealing includes lot striping.
- 6) Interior paint includes ceiling tile replacement when applicable.

## Exhibit D

## 2023-2024 Capital Facilities Maintenance Fund Plan

<b>CFMF Scheduled Maintenance Expenditures</b>			
<b>Fund Balance</b>		<b>\$ 395,880.00</b>	<b>\$ 100,880.00</b>
<b>Contributions</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>		<b>\$ 295,000.00</b>	<b>\$ 365,000.00</b>
<b>Net</b>		<b>\$ 100,880.00</b>	<b>\$ (264,120.00)</b>
<b>Description</b>	<b>Station</b>	<b>2023</b>	<b>2024</b>
Interior door repair	87	\$ 20,000.00	
Classroom upgrade	HQ	\$ 50,000.00	
	85		\$ 50,000.00
Painting - Exterior	81		\$ 15,000.00
Brivo card lock system	31	\$ 30,000.00	
	33	\$ 15,000.00	
	35	\$ 20,000.00	
	Annex	\$ 5,000.00	
Resealing concrete floors			
	72		\$ 25,000.00
	78	\$ 15,000.00	
	85		\$ 35,000.00
Extractors - Replace	72		\$ 15,000.00
Septic/Sewer updates	81	\$ 10,000.00	
LED lighting upgrades (bays)	73	\$ 15,000.00	
	81	\$ 5,000.00	
	85	\$ 15,000.00	
Hazardous Tree Removal	31	\$ 10,000.00	
Exhaust Equipment	31		\$ 100,000.00
	33		\$ 50,000.00
	35		\$ 50,000.00
4 Post Vehicle Lift System	HQ	\$ 40,000.00	
Classroom soundproofing	HQ	\$ 20,000.00	
Unanticipated Repairs		\$ 25,000.00	\$ 25,000.00
Total Planned Expenditures:		<b>\$ 295,000</b>	<b>\$ 365,000</b>

## Exhibit D



## EXHIBIT E

### Mercer Island's Fleet Replacement Schedule

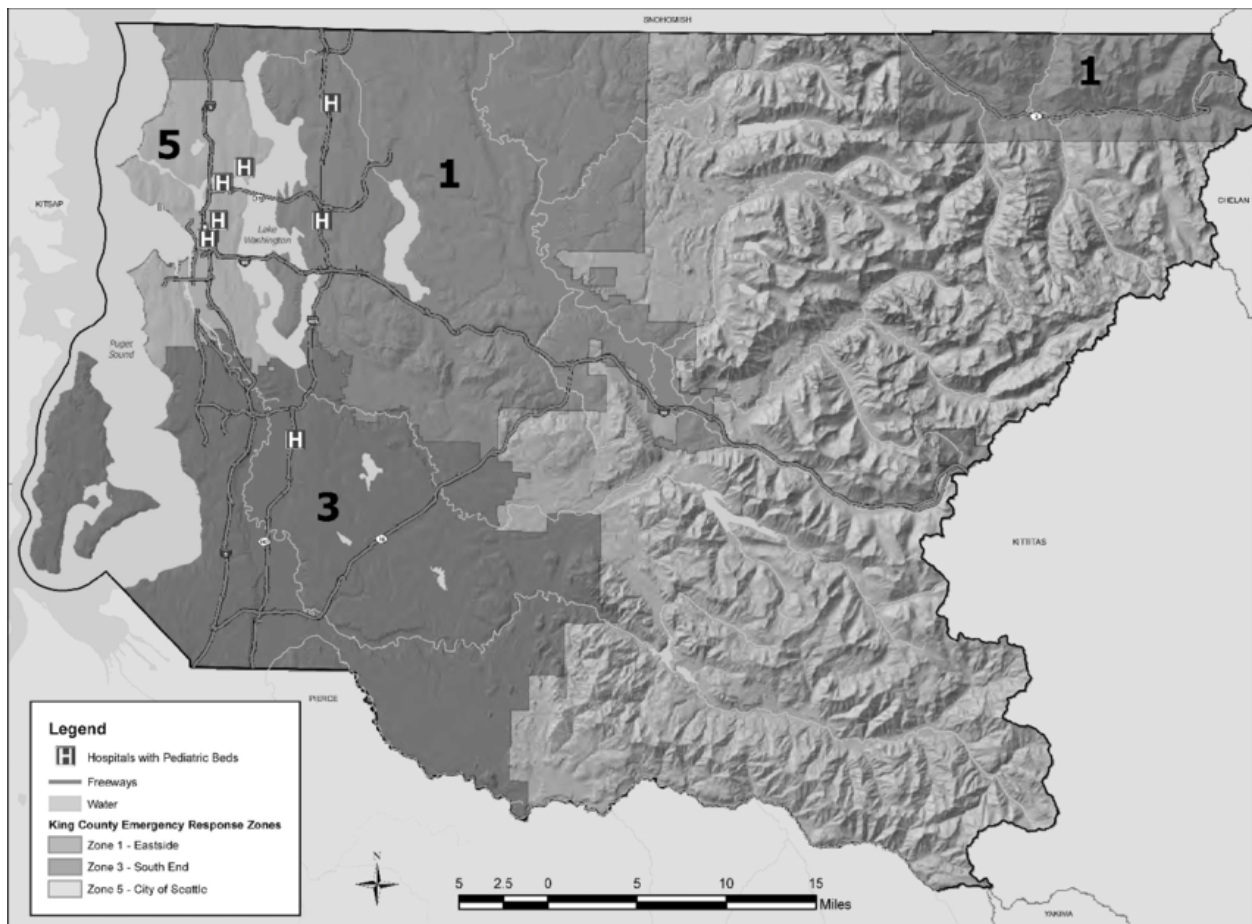
#	Description	Replacement Reserve	Year	Life	Replacement Date
521	2018 Pierce Pumper	Apparatus	2018	15	2033
498	2017 Chevy 4WD	Fleet	2017	10	2027
502	Fire AID Unit Ford E350	Fleet	2017	20	2037
490	2016 Chevrolet Suburban	Fleet	2016	8	2024
495	2016 Toyota Rav 4	Fleet	2016	10	2026
497	2015 Fire Midi Pumper	Apparatus	2015	16	2031
538	Tech Rescue Trailer	Fleet	2014		
471	Fire Rescue Truck	Apparatus	2013	10	2023
458	Lease Purchase-Max Pumper	Apparatus	2012	20	2032
399	Fire Maxi Pumper	Apparatus	2008	20	2028
400	Fire Maxi Pumper	Apparatus	2008	20	2028
403	Fire Mini Pumper	Apparatus	2008	16	2024
268	Tech Rescue Trailer	N/A	1995		
TBD	New aid car ordered in 2022	Fleet	2022	20	2042

## Overview of Mutual and Automatic Aid

Staff received questions from community members and Councilmembers regarding Mutual Aid and Automatic Aid in the fire service, including how it works on Mercer Island. The following information provides a general overview of both.

### Emergency Management Zones

King County is divided into three local emergency response zones that are designated Zone 1, 3, and 5. Mercer Island is in Zone 1. These zones have been established for emergency 911 call routing and dispatch of first responders. Eastside Fire & Rescue is also located in Zone 1. See map below.



### Dispatch

Mercer Island Fire is dispatched by the NORCOM dispatch center who provides emergency 911 service covering the area from Shoreline to Bellevue, which is referred to as Zone 1.

### What happens when there are multiple 911 calls at the same time?

At times there are 911 responses of a significant nature such as a residential or commercial fire, large accident on I-90 with multiple patients, or technical rescue events that require additional emergency

response from outside agencies. This type of assistance falls within two primary categories, automatic aid and mutual aid, both further described below.

When a large incident occurs and units need to “Move Up” to cover a jurisdiction for an extended period, NORCOM calls the Zone 1 coordinators. The Zone 1 coordinators are comprised of four Zone 1 Deputy Chiefs that assume on duty status for two weeks at a time. These Deputies evaluate coverage and work in coordination with NORCOM to identify units from around the zones to “Move Up” to provide effective coverage during the emergency.

### **Automatic Aid**

Automatic aid is the tool used to manage, coordinate, and share resources within a singular dispatch center or zone (e.g., NORCOM or Zone 1). Most agencies within Zone 1 have entered into an Interlocal Agreement governing the sharing of resources to address fire and emergency response services in that Zone. This approach ensures efficient coordination of services, minimizes response delays, utilizes the same radio frequencies, and eliminates manual dispatch.

The dispatch process for Automatic Aid occurs through pre-planned response plans and Automated Vehicle Location (AVL), which tracks all emergency units via GPS, choosing the closest to handle the emergency. Routinely, Mercer Island provides services off the island involving medical, traffic collisions, working fires, and command to Zone 1 agencies. In return, Zone 1 agencies respond to assist Mercer Island when multiple calls occur on island. Those agencies that respond on the island are primarily Bellevue and Eastside Fire & Rescue.

### **Recent Examples of Automatic Aid**

About two years ago, there was a technical rescue that occurred on Mercer Island due to a collapsed trench and an individual that was trapped inside the trench. Mercer Island firefighters were on scene first and relayed additional needs to NORCOM. Automatic aid resources were provided by Eastside Fire & Rescue, Redmond, and Kirkland. This was considered an Automatic Aid response as all the units came from within Zone 1 and were dispatched by NORCOM.

Mercer Island also routinely provides off-island assistance to other Zone 1 agencies under the provisions of Automatic Aid. For example, in March 2023, Zone 1 agencies dispatched by NORCOM, including Mercer Island fire units, responded to a working fire in Bellevue (2900 block of 136<sup>th</sup> PI SE). Mercer Island units were off island for 2.5 hours working alongside other Zone 1 agencies to bring this fire under control.

On April 14, 2023, a ladder truck from Eastside Fire & Rescue, along with units from Bellevue responded to Mercer Island for a working fire. In this example, three agencies were involved to handle this alarm, and all were dispatched by NORCOM.

### **Mutual Aid**

Mutual aid is used to describe emergency responses that occur between dispatch centers. Mutual aid is governed by the King County Mutual Assistance and Interlocal Agreement.

For example, NORCOM requesting additional units from the Valley Communication Center (Zone 3) which covers the south end of King County from Renton to Auburn, out east to Enumclaw and west to Vashon Island, would constitute a Mutual Aid request for service.

The process involves NORCOM calling the other dispatch center and requesting resources. If resources are not available, NORCOM will pursue alternative options through another dispatch center.

### **Recent Examples of Mutual Aid**

On February 15, 2022, Mercer Island units responded to a hazardous materials response at the 3000 block of 80<sup>th</sup> Ave SE on Mercer Island. Both Automatic Aid and Mutual Aid were required. NORCOM contacted Seattle Fire Dispatch, and Seattle Fire Hazmat responded to mitigate this dangerous situation along with units from Bellevue.

On March 27, 2023, Mercer Island Fire responded to I-5 and I-90 (in Seattle) to handle an encampment fire under I-5. Mercer Island units routinely respond to calls in this area of Seattle, including motor vehicle accidents.

### **Why are different agencies at my house on a medical call?**

Mercer Island Fire provides the same level of Basic Life Support (BLS) service as the rest of the King County fire departments. Mercer Island firefighters all maintain an Emergency Medical Technician (EMT) certification, and this will not change under a regional fire services model. Mercer Island firefighters may respond on either an aid unit or an Engine company and begin BLS care. If the condition requires a higher level of medical training, assistance from one of five Advanced Life Support (ALS) services in King County will be utilized.

Medic One is funded by the Medic One Levy that is voted on every six years by the voters of King County. Mercer Island is primarily served by the Bellevue Medic program along with support from the City of Seattle. The other agencies in King County that provide ALS response are the Shoreline Medic Program, Northeast King County Medic One (Redmond Fire), and South King County Medic One.

The difference between BLS and ALS is all firefighters certify as a Basic EMT after a 5-week EMT academy and then are required to take continuing education training monthly and recertifying with the state every three years. They focus on CPR, airway management, defibrillation, blood control, orthopedic, trauma, and more.

The City's ALS partners (Paramedics) graduate from a 10 month to 1 year training program through Harborview/UW medicine. Paramedics are trained to a higher level of EMS allowing them the ability to introduce I.V. therapy, medications including cardiac and breathing meds, whole blood transfusions in the field, cardioversion, and intubation. They operate as an extension of the hospital emergency department in the field. They operate under the King County Medical Director's license.

No.	Section	Councilmember	Comment/Question	Response
01	ILA Section 2	Mayor Nice	Section 2.1 of the ILA has a Commencement Date, which sets off the Initial Term. This section contemplates an Implementation Date, which may be delayed with a written agreement. There is no provision to claw back any delay in implementation into the Initial Term. This is likely fine, as the agreement automatically renews after ten years.	Staff agree with this interpretation.
02	ILA Section 2	Mayor Nice	Section 2.3 contemplates a process to terminate the agreement but does not contemplate rescinding such notice, despite the requirement that it be given two years from the end of the Initial Term or Renewal Term. I don't have any recommendations on this; just simply pointing it out.	That is correct. There is no provision permitting unilateral withdraw of termination notice once given. Once given, mutual agreement will be required to withdraw it.
03	ILA Section 2	Mayor Nice	Would section 2.6 apply if Bellevue contracted with EFR? If I recall, contiguous cities were allowed to join, and Bellevue's decision to join EFR would trigger this for Mercer Island.	<p>Section 2.6 simply addresses the process to terminate this ILA should Mercer Island become a voting member of EFR. This section does not address the requirements to become a member.</p> <p>EFR leadership advised Mercer Island City staff that membership or partnership in EFR would likely require a shared border, like Issaquah and Sammamish, for example.</p> <p>Nothing in this ILA prevents the City of Mercer Island or EFR from considering a membership model in the future.</p>
04	ILA Section 3	Councilmember Reynolds	<p>Section 3.3.</p> <p>a. The provision allowing EF&amp;R to "temporarily modify" staffing levels at their "sole reasonable discretion" is concerning. Is the term "temporarily" ever defined in this agreement? Can you offer some ideas on why they may feel this provision is necessary?</p>	The word "temporary" is not defined in the RFP response or ILA agreement. Generally, temporary staffing changes would be the responsibility of the leadership of EFR. The purpose of this section is to address instances when EFR needs to send, for operational reasons, crews for training, staffing for large events, etc. within the EFR service area. This

No.	Section	Councilmember	Comment/Question	Response
			b. Can we add language clarifying that Mercer Island has sole authority to decide to INCREASE staffing levels should we decide we want to do so?	<p>also address circumstances where staffing needs to be increased. The water emergency is a recent example where fire staffing levels were increased by four personnel each day. This language is not intended to result in decreased staffing levels on Mercer Island, but simply to allow Fire administration operational flexibility to address changing needs.</p> <p>This provision requires EFR's to implement <u>reasonable</u> temporary staff modifications. If the request is unreasonable, in the City's opinion (either given the circumstances or the duration), the recourse is for the City Manager to meet with the Fire Chief and initiate dispute resolution.</p> <p>Should the City desire to modify the staffing levels established in Section 3.3, this ILA may be modified with both parties written and signed consent as established in Section 13.5.</p> <p>It would not be practical to request "sole" authority to increase the staffing levels as there are operational impacts to EFR that would need to be negotiated, including cost, supervision, bargaining, etc. There are also circumstances (as described previously) where staffing levels are increased (due to an emergency) to address a service need.</p>
05	ILA Section 3	Councilmember Reynolds	Section 3.4: Reference to "property owners, residents, and businesses" seems to suggest that services will not be provided to visitors. I am confident this is not the intent. Can the language be clarified?	Section 3.4 details "Fire Prevention Services" that EFR will be providing under the ILA. This is different from fire suppression and medical services, which is covered under Sections 3.1 and 3.2 and include all persons.

No.	Section	Councilmember	Comment/Question	Response
				Fire prevention services include community education and related fire marshal services. Examples include CPR trainings, educational events at schools, and building inspections. These types of services are generally for residents and business owners versus visitors, although visitors could attend educational events and generally benefit from fire safety on the island as well.
06	ILA Section 3	Councilmember Reynolds	Section 3.6: The use of the word “currently” suggests that if EF&R increases its HazMat LOS to the rest of its service area, it will not be obligated to do so for MI. Should we strike that word?	<p>Levels of service is established by the City of Mercer Island.</p> <p>Should EFR increase their HazMat level of service, the City of Mercer Island would have the option to modify this ILA to adopt that higher level of service.</p> <p>Staff interpret “currently” to mean EFR is meeting the City of Mercer Island’s RFP request to maintain current levels of service.</p>
07	ILA Section 3	Councilmember Reynolds	Section 3.7: Does EF&R currently have a contract with Norcom with a defined expiry / renewal date? If so, what is that date? What are MI rights if EF&R terminates their Norcom contract?	<p>Yes, EFR has an Interlocal with NORCOM as do all entities operating in Zone 1. It is not plausible that EFR would terminate their agreement with NORCOM unless the Zone 1 region were moving to another dispatch model.</p> <p>The City of Mercer Island’s agreement with NORCOM will continue as-is.</p>
08	ILA Section 3	Councilmember Reynolds	Section 3.8 (b): Should we be explicitly assign responsibility here for union negotiations and relations?	“Personnel management” as referenced in Section 3.8 (b) includes collective bargaining. Section 6.3 also describes the agreed upon impact bargaining and integration of Mercer Island firefighters into the EFR Union (IAFF Local 2878).

No.	Section	Councilmember	Comment/Question	Response
09	ILA Section 3	Councilmember Weinberg	In ILA section 3.3, the first sentence's use of the preposition "to" could be interpreted as allowing Eastside to assign to Mercer Island fire stations personnel who are physically at a fire station located off Mercer Island. Wouldn't the use of the preposition "on" remove all doubt that there will be no reduction of on-island on-duty personnel as a result of this ILA?	Section 3.3 establishes the staffing levels at <u>Station 91 and 92</u> and staff do not believe the language change is necessary. If the City Council desires, however, to amend this language that may be done via passage of a motion at the City Council meeting. Please be aware that any changes to the ILA require concurrence by EFR.



No.	Section	Councilmember	Comment/Question	Response
10	ILA Section 3	Councilmember Weinberg	<p>In ILA section 3.3, doesn't the last sentence allowing the temporary modification of staffing levels border on violating clause 6 of the 2018 Martin Luther King County Interlocal Agreement for Automatic Aid? For reference, clause 6 of that ILA states:</p> <p>"All Participating Agencies shall at a minimum maintain the staffing, resources, and equipment that they had available upon the effective date of this ILA or the data upon which such Fire Department was accepted into the ILA. No Agency shall use this agreement to reduce its staffing, resources, or equipment, which would have a detrimental effect on other Participating Agencies."</p> <p>I recommend that the last sentence of section 3.3 be deleted.</p>	<p>The word "temporary" is not defined in the RFP response or ILA agreement. Generally, temporary staffing changes would be the responsibility of the leadership of EFR. The purpose of this section is to address instances when EFR needs to send, for operational reasons, crews for training, staffing for large events, etc. within the EFR service area. This also address circumstances where staffing needs to be increased. The water emergency is a recent example where fire staffing levels were increased by four personnel each day. This language is not intended to result in decreased staffing levels on Mercer Island, but simply to allow Fire administration operational flexibility to address changing needs.</p> <p>This provision requires EFR's to implement <u>reasonable</u> temporary staff modifications. If the request is unreasonable, in the City's opinion (either given the circumstances or the duration), the recourse is for the City Manager to meet with the Fire Chief and initiate dispute resolution.</p> <p>Should the City desire to modify the staffing levels established in Section 3.3, this ILA may be modified with both parties written and signed consent as established in Section 13.5.</p> <p>Staff do not recommend striking the last sentence.</p>
11	ILA Section 3	Councilmember Weinberg	<p>In ILA section 3.9, the second sentence, which is 71 words long, reads:</p> <p>"Further, the parties acknowledge that the Exhibits to this Agreement may be modified by the City Manager without further</p>	<p>Section 3.9, which was an agreed upon addition to the ILA by both parties and has the intent of allowing judicious minor changes to the Exhibits in the ILA as needed to address minor issues that may</p>

No.	Section	Councilmember	Comment/Question	Response
			<p>action by the Mercer Island City Council, provided the City Manager shall report all modifications to the City Council as soon as practicable following the modification, and provided further that no modifications shall be made without City Council pre-approval where the modification results in a cost increase in excess of budget authority.”</p> <p>I have two questions about this sentence:</p> <p>a. Shouldn't the City Manager's proposed modifications to the Agreement be subject to approval by Eastside? While I presume you didn't mean this to grant her the power to modify the Agreement unilaterally, the way it is worded it could be interpreted that way.</p> <p>b. Shouldn't the last clause, reserving Council review if the change increases cost, also reserve Council review if there is any reasonable doubt as to whether the change involves a decrease in the safety of Mercer Island residents?</p>	<p>come up during the transition period and term of the ILA.</p> <p>Modification of the service levels described in the ILA would be subject to approval by both parties. Nothing in Section 3,9 grants authority to the City Manager to unilaterally change the services levels in the ILA.</p>
12	ILA Section 3	Mayor Nice	<p>Section 3.1 sets the service area by defining whom or what they are protecting and, without regard to political boundaries, assumed to mean city lines. In a jurisdiction surrounded by navigable waters regulated by the US Coast Guard, this definition might need some work to contemplate a vessel fire not at risk of threatening a person or property in Mercer Island but needing fire suppression services rendered by EFR. Said another way, is the lake no man's land?</p>	<p>The boundaries of the City of Mercer Island include the shoreline and extend into Lake Washington. Public safety response on Lake Washington is coordinated with the City of Mercer Island Marine Patrol Division, which includes vessels and trained professionals to respond to fires, medical emergencies, and other needs. The coordination of responses between Mercer Island Fire and Mercer Island Police will continue under the contract with EFR.</p>
13	ILA Section 3	Mayor Nice	<p>Section 3.6 interplays with a cost recovery service the City of Mercer Island contracts with. Does this section, as written, allow the continuation of the status quo?</p>	<p>The City of Mercer Island has established a cost recovery program to address expenses related to the clean-up of hazardous materials spills on roadways (see <a href="#">Mercer Island Resolution 1605</a>). The city has a contract with “EF Recovery” for this work and this contract will continue.</p>

No.	Section	Councilmember	Comment/Question	Response
14	ILA Section 3	Mayor Nice	Section 3.8b does not explicitly call out EFR supporting Mercer Islands' need to file a cost report for aid car services, possibly seeking reimbursement from aid car patients, and supporting the recovery from insurance or responsible parties for hazardous waste response.	<p>One of the key transition items to be performed by staff between now and the end of 2023 is to confirm how all revenues will be processed and handled under this agreement. There are circumstances where it will be more efficient for EFR to receive the revenues directly and "deduct" it from the annual invoice. In other circumstances, it may be more efficient to have the City of Mercer Island continue to receive the revenues. Final operational decisions related to revenue will be memorialized in an MOU or similar instrument.</p> <p>Specific to GEMT: The City receives reimbursement from eligible aid car transports through the Medicaid Ground Emergency Medical Transportation (GEMT) program. Last year, the reimbursement amount was \$262,000.</p> <p>Information on eligible transports is collected by Systems Design West, who then provide the information to the Public Consulting Group to submit for reimbursement through the GEMT program. Eastside Fire &amp; Rescue also works with Systems Design West for this data collection.</p> <p>Per the earlier comment, this revenue stream has been identified as a transition item to be resolved by the City and EFR staff between now and the end of the year and final operational decision will be memorialized in an MOU or similar instrument.</p> <p>Specific to Hazardous Waste Clean-Up Cost Recovery, see answer to question #13.</p>

No.	Section	Councilmember	Comment/Question	Response
15	ILA Section 4	Councilmember Reynolds	Section 4.2: Is this payment designed to pay for MERCER ISLAND firefighters, e.g., just for 28 people? If so, shouldn't it say that?	The term "Mercer Island's proportionate share" in Section 4.2 refers to the Mercer Island staff. Staff have also verified EFR's assumptions of the one-time liability cost and confirmed it correctly estimates the relevant cost of the 29 Mercer Island firefighters.
16	ILA Section 4	Councilmember Reynolds	Section 4.3 (a): It is interesting that the inflator is a fixed 3% rather than CPI indexed. My sense is that this will work to our advantage, but, either way, what happens at the end of the term? Is this fee renegotiated? Or would any renewal just mean it keeps climbing at the same rate?	The ILA is subject to renegotiation by both parties at the end of the initial 10-year term. The 3% inflator is standard in other EFR contracts.
17	ILA Section 4	Councilmember Reynolds	Section 4.3(b)(iii): a. If one or more of our firefighters are out sick or otherwise unavailable, will we be responsible for overtime payments made to firefighters not regularly assigned to MI that fill in? How will such amounts be tracked and allocated? If a Mercer Island firefighter similarly provides overtime services to, say, Sammamish, who pays for this cost? It seems this merits clarification. b. If, for example, actual costs for 2024 are less than the prepaid amounts, we are told that the amount owed to us will be credited to amounts due for the next year. But we won't know this amount until March 31, 2025. Won't our 2025 payment already have been made by then? Will the amount then be credited to 2026 instead?	The City is responsible for the full costs of operating Station 91 and 92 and the City's portion of the Fire Marshal's Office (e.g., one fire marshal) as detailed in Section 3 at the agreed upon staffing levels. EFR will track personnel costs and those applicable to Mercer Island will be the responsibility of the City of Mercer Island.  Section 4.3 (b)(iii) describes the process for credit or refund of overpayment. The surplus will be credited to the City the following year.
18	ILA Section 4	Councilmember Reynolds	Section 4.5: Is there any such municipal property or state property on MI? Is the idea that EF&R will hire someone else to provide fire services to such property, or that they will be paid for providing such services? Either way, who is responsible for / benefits from such contracting?	Yes, other government entities own property on Mercer Island. One example is the Washington State Department of Transportation, who owns a significant amount of right of way on Mercer Island. Section 4.5 allows for EFR to contract directly with those agencies for services, even though the property is also located within the limits of the City of Mercer Island.

No.	Section	Councilmember	Comment/Question	Response
19	ILA Section 4	Councilmember Weinberg	<p>ILA section 4.2 contains the following 70-word sentence:</p> <p>“As a one-time fee to cover Mercer Island’s proportionate share of Eastside’s Liability Reserve Fund, as set forth in Eastside Board Financial Policy 0002, Section 5.5 (as currently in effect or as subsequently amended), Mercer Island shall be responsible for paying Eastside 100% vacation value and 50% sick leave value calculated as of December 31, 2023, provided payment shall occur in three equivalent annual payments, beginning on January 1, 2024.”</p> <p>I have the following clarification questions:</p> <p>a. In order to ensure there is no confusion about the vacation leave being referenced, shouldn’t we replace “100% vacation value” with “100% of the value of accrued and unspent vacation time for Mercer Island Fire Department personnel transferring to Eastside”?</p> <p>b. Similarly, shouldn’t the “50% sick leave value” be replaced with, “50% of the value of accrued and unspent sick leave for Mercer Island Fire Department personnel transferring to Eastside”?</p> <p>c. Shouldn’t the last clause be changed from “provided payment shall occur in three equivalent annual payments beginning January 1, 2024” to “provided payment shall be divided into three equal annual payments, the first occurring on January 1, 2024”? The way it’s currently worded, it could be interpreted as MI paying the full amount three times.</p>	<p>The proposed language as noted in (a) would provide clarification should the majority of the City Council desire to make this change. This change would also need to be approved by EFR. In the meantime, City staff have conferred with EFR and absent this change, the methodology and intent are clearly understood by both parties.</p> <p>The City’s legal counsel recommended using the word “equivalent” rather than equal to provide more flexibility. This is because the City is unlikely to know the <u>exact amount</u> of leave liability cost until the first week of January. This means the City may not know exactly how to divide this cost by three come the first payment date. So, the City may make an estimated 1/3 payment first, and then adjust the future payments as needed.</p>
20	ILA Section 4	Councilmember Weinberg	<p>5. In ILA section 4.3.b.i, the second sentence reads: Actual Personnel Costs shall include the fully burdened rate based on actual wages (including overtime) and benefits paid and accrued during the year.</p> <p>I have two concerns with this clause:</p> <p>a. As “fully burdened rate” is not defined, Eastside could effectively charge Mercer Island whatever amount it wants for each employee work hour and call it a fully burdened rate.</p>	<p>As described in Section 4.3(b), EFR will charge the city their <u>budgeted</u> estimate for personnel costs for the following year. Like any budget, it is an estimate and subject to actual staffing and overtime needs throughout the year. EFR will reconcile the <u>actual</u> personnel costs with the City the following year. In short, the City will ultimately only pay for actual services rendered in a year and the process for reconciling these expenses is described in the ILA.</p>

No.	Section	Councilmember	Comment/Question	Response
			<p>b. The inclusion of accrued wages/benefits during the year in addition to wages/benefits paid during the year means that for each hour of vacation accrued in year X and then paid in year X+1 Mercer Island would be paying for it twice – once in the year it's accrued and once in the year it is paid.</p> <p>To address the above concerns, I recommend this sentence be simplified to:</p> <p>Actual Personnel Costs shall be equal to actual wages, overtime, and benefits paid during the year.</p>	<p>Payment of portion of wages by EFR to firefighters stationed at 91 and 92 that are earned by using accumulated leave (vacation, sick, etc.) are not part of "Actual Personnel Costs." Likewise, EFR will be solely responsible for funding of leave liabilities on and after January 1, 2024.</p>
21	ILA Section 4	Mayor Nice	<p>Section 4.4 contemplates the possibility of the Implementation Date being before the Commencement date, although Section 2.1 only contemplates a delay in the Implementation Date. We should correct this if we think we can implement it before 2024. If not, we should remove the reference to an earlier implementation date of November 2023 in Section 4.4.</p>	<p>The original draft of the ILA proposed by EFR included options for having an implementation date in 2023. Staff determined an implementation date of January 1, 2024, was preferable. Leaving it in "as is" will have no legal impact.</p>
22	ILA Section 5	Councilmember Reynolds	<p>Section 5.1: I note that the "exclusive access and control" provision is not limited to "during the term of this agreement". Probably a similar concern should apply to other provisions of this agreement. Do we believe this is implied and unnecessary? I certainly don't want them controlling our stations if we have terminated or non-renewed the agreement.</p>	<p>If the agreement is terminated or not renewed, Section 5.1, including the exclusive access and control provision, will also end. In other words, this section does not survive expiration or termination of the ILA.</p>
23	ILA Section 5	Councilmember Reynolds	<p>Section 5.2: The "the maintenance and repair" provision seems fairly broad (to our advantage). Should, for example, an earthquake knocks down the station, are they responsible for covering uninsured loss? Who decides that level of maintenance and repair is necessary? What are our options if we believe that they are not doing sufficient maintenance? Would, for example, the recent work we authorized to make the station doors more accessible in a disaster be the sort of cost that they would have to cover? Or is that an improvement rather than maintenance?</p>	<p>The City of Mercer Island is entering into this agreement with EFR without an updated Facilities Conditions Assessment (FCA) for either of the Fire Stations. The purpose of an FCA is to identify and evaluate the building systems and their respective replacement schedules. It is not reasonable for either party to fully negotiate capital replacement responsibilities for the buildings until this work is complete.</p>

No.	Section	Councilmember	Comment/Question	Response
				<p>The City is currently underway with a FCA for most of the City Buildings and the City Manager will be recommending to the City Council that both Fire Stations be added to this scope of work.</p> <p>Given the other issues the City is currently managing related to facilities (e.g., emergency closure of City Hall), the FCA work on the Fire Stations may not occur until 2024 or 2025, hence the language establishing a three-year approach to management of capital facilities projects while this work is completed.</p> <p>Once the FCA work on the Fire Stations is complete, both parties will agree to a Capital Facilities Replacement Schedule and funding approach. This will likely require an amendment to the ILA. The "Equipment Replacement Fund Schedule" included in Exhibit D is reflective of the end product we can expect once the FCA work is complete on both Fire Stations.</p> <p>In the meantime, the ILA with EFR calls for an annual contribution of \$30,000 to support Capital Facilities Maintenance. These funds will be managed by EFR, in coordination with the City, to address capital issues that arise during the first three years of this agreement.</p>
24	ILA Section 5	Councilmember Reynolds	Section 5.5: Reference to "all applicable" manuals, etc., probably needs a qualifier of "currently available" or similar, doesn't it?	The intent is for the City to provide the information in its possession related to personal property.

No.	Section	Councilmember	Comment/Question	Response
25	ILA Section 5	Councilmember Reynolds	Section 5.6: Who decides what types and quantity of apparatus are needed? If for example, EF&R decides we need a ladder truck or other type / configuration of apparatus that we do not have, are we forced to get it?	EFR will advise the City of Mercer Island on apparatus replacement recommendations, particularly as technology and equipment evolves over the life of this agreement. The City of Mercer Island retains decision-making authority related to the acquisition of such equipment.
26	ILA Section 5	Mayor Nice	Section 5.5 and thereabouts deal with property ownership, replacements, and depreciation. I do not see any procedures prescribed for disposal and the dispensation of proceeds should that occur on jointly owned property. If we sell off an asset fully depreciated or not, do we need to contemplate how the proceeds would be divided when jointly owned?	<p>Staff agree that the procedures for this are not explicitly spelled out in Section 5.5. But the ILA confirms Mercer Island property shall remain Mercer Island property, thus the City would be entitled to proceeds from the sale of any assets and would follow current policies and procedures for disposition of assets.</p> <p>Staff note the second page of Exhibit B describes the process to surplus vehicles upon replacement, in which "the proceeds [are] remitted to the original purchaser".</p>
27	ILA Section 6	Councilmember Reynolds	Section 6.1 and 6.5: a. Were LEOFF 1 costs included in the measurement of current city fire costs when comparing to EF&R costs? If so, what is the historical run rate of such expenses? b. Are any active MI fire staff covered by LEOFF 1? c. What is the current funding level of retirement benefit plans for MI firefighters? d. Does any provision of this agreement require EF&R to fully fund pension plans? At termination / non-renewal, how would over or under funding be handled?	<p>The liability for LEOFF 1 retirees will remain with the City per Section 6.5 of the ILA.</p> <p>All active Mercer Island Fire Personnel are currently enrolled in LEOFF 2, and will continue in LEOFF 2 subsequent to a transfer to EF&amp;R.</p> <p>The LEOFF Plan 2 employer and employee contribution rates are developed by the Washington Office of the State Actuary to fully fund Plan 2. As required by RCW 41.26 Plan 2 employers and employees are required to pay at the level adopted by the LEOFF Plan 2 Retirement Board.</p>



No.	Section	Councilmember	Comment/Question	Response
28	ILA Section 6	Councilmember Weinberg	<p>The 67-word last sentence of ILA section 6.2 states:</p> <p>“If the employee filling the position of Fire Marshal as of the Commencement Date of this Agreement transfers to Eastside as the Fire Marshal and later vacates the position for any reason, Mercer Island and Eastside agree to evaluate Mercer Island’s need for a Fire Marshal and the Mercer Island City Manager shall have final approval of changes made, if any, to the position of Fire Marshal.”</p> <p>Doesn’t this sentence effectively give the City Manager the unilateral ability to abrogate the Fire Marshall position? Wouldn’t the abrogation of the position constitute a reduction in staffing? Wouldn’t that, in turn, be a violation of clause 6 of the 2018 Martin Luther King County Interlocal Agreement for Automatic Aid? For reference, that clause states:</p> <p>“All Participating Agencies shall at a minimum maintain the staffing, resources, and equipment that they had available upon the effective date of this ILA or the data upon which such Fire Department was accepted into the ILA. No Agency shall use this agreement to reduce its staffing, resources, or equipment, which would have a detrimental effect on other Participating Agencies.”</p> <p>I recommend the last sentence of section 6.2 of this proposed ILA with Eastside be deleted.</p>	<p>This section of the ILA allows the City Manager to discuss with EFR the alternatives and options to providing fire marshal services on Mercer Island in the event the position is vacated by the current Fire Marshall. EFR currently staffs for Fire Marshall services and they may be well positioned to provide this service for Mercer Island in the future.</p> <p>A change in the manner in which Fire Marshall services is not included in the Automatic Aid agreement and is therefore not a violation of the that Agreement.</p>
29	ILA Section 8	Mayor Nice	<p>Section 8.1 provides that Eastside Fire and Rescue shall negotiate Mercer Island automatic aid and mutual aid agreements and that Mercer Island shall not be a party to such agreements unless required. Should there be limitations on what Eastside Fire and Rescue can obligate Mercer Island to for automatic and mutual aid? Could an automatic or mutual aid agreement obligate Mercer Island to provide a service not currently provided? A ladder truck might be an example.</p>	<p>It is important to remember that by contracting with EFR for regional fire services, EFR will be negotiating Automatic Aid and Mutual Aid Agreements based on the needs of their <u>entire agency</u>, of which Mercer Island will be included.</p> <p>The language of Section 8.1 is the continuation of current practice, whereas the Fire Chief is the City official responsible for negotiating automatic and</p>

No.	Section	Councilmember	Comment/Question	Response
				<p>mutual aid agreements. From time to time the King County Operations Chiefs will review, update, and provide recommendations to the Fire Chiefs as to changes or revisions that may be needed to these agreements. The EFR Fire Chief will represent the City of Mercer Island in these conversations and negotiations.</p> <p>The City Manager will review the authority granted herein and propose an amendment to limit EFRs authority in the negotiation of Automatic Aid and Mutual Aid agreements if that is desired by the City Council. Any changes to the automatic aid or mutual aid agreements would still be subject to the other terms of the ILA between the City of Mercer Island and EFR, so the additional provision limiting "authority" may not be needed.</p> <p>Review of existing ILAs is one of the items that will be addressed by the transition team between now and the end of 2023. Any necessary amendments to existing ILAs will be brought to the City Council for review and approval.</p>
30	ILA Section 9	Councilmember Reynolds	Section 9.1: I would value input from staff on the implications of using a "negligence" rather than "gross negligence" standard for indemnification.	<p>Negligence occurs when there is "a failure to exercise the standard of care that a reasonably prudent person would have exercised in a similar situation", while gross negligence occurs when "a person acts with reckless indifference equivalent to wanton or even willful conduct." Replacing "negligence" with "gross negligence" in the indemnification provision would require a higher standard of "misconduct" to trigger the duty to indemnify the party that is not at fault, and therefore, it is not recommended.</p>

No.	Section	Councilmember	Comment/Question	Response
31	ILA Section 10	Councilmember Reynolds	Section 10.1: No reference is made to deductibles. Who is responsible for these?	EFR is responsible for providing insurance and managing payments, including any applicable deductibles. The City and EFR will undertake a reconciliation process during the transition period between now and the end of the year to transfer insurance coverage to EFR. There may be a period of overlapping coverage due to the City's requirement to provide notice to WCIA of a change in coverage.
32	ILA Section 12	Councilmember Reynolds	Section 12.3: I am used to arbitration provisions with 3 arbitrators, where each party selects one, and the two arbitrators select a third. What is the rationale for using a single arbitrator, and, as we do for mediators, do we need to explicitly state that the arbitrator will be jointly selected?	The Commercial Arbitration Rules (R-13) set forth a procedure by which an arbitrator is selected. Each party submits a list and the parties strike from that list and the American Arbitrator Association selects from top choices. The panel method is an option, but it increases costs often with little benefit. The single arbitrator method is typically sufficient.
33	ILA Section 12	Councilmember Weinberg	In ILA section 12, I recommend that the term "City Manager" be expanded to read "Mercer Island City Manager". Thus, should a dispute arise between Mercer Island and Eastside over Eastside's billing to Mercer Island for an incident which occurred when a Mercer Island-based Firefighter was responding to a call in another city (say, Issaquah), there would be no potential for confusion about which city's City Manager would be negotiating with Eastside's Fire Chief in the dispute (i.e. it would be Mercer Island's City Manager, not Issaquah's).	Section 12 only applies to dispute resolution between the City of Mercer Island and EFR. Staff do not believe this change is necessary. If the City Council desires, however, to amend this language that may be done via passage of a motion at the City Council meeting. Please be aware that any changes to the ILA require concurrence by EFR.

No.	Section	Councilmember	Comment/Question	Response
34	ILA Section 12	Mayor Nice	Section 12.2 should specify that any demand for mediation is in writing. As written, it seems that it simply needs to be demanded.	<p>You are correct, Section 12 does not require notice of dispute to be presented in writing. This could be amended to clarify, upon mutual agreement of EFR.</p> <p>Section 12.1 requires, prior to any other action, that the City Manager and the Fire Chief meet. This step ensures there are “no surprises.” Practically, should the dispute continue past the step in Section 12.1, communications will likely be in writing.</p>
35	ILA Exhibit B	Councilmember Reynolds	<p>(20 Exhibit B:</p> <p>a. How is “useful life” defined?</p> <p>b. Who is responsible for vehicle maintenance?</p> <p>c. Does “vehicle” include “apparatuses”? If not, what defines one versus the other?</p>	<p>Useful life is the estimated number of years an asset will be operational and useable for its intended purpose. Useful life of an asset is established based on industry standards, best practices, and experience with the asset. Vehicles are cars and trucks seen across the City’s fleet – traditional pickups and sedans used as staff cars, for example.</p> <p>Apparatus refers to large specialized “fire trucks” and aid cars used exclusively in the fire service.</p> <p>EFR will continue to provide maintenance for fire apparatus and aid cars.</p> <p>The City of Mercer Island currently provides maintenance for standard vehicles including the Fire Chief and Deputy Fire Chief vehicles. It is anticipated this practice will continue in the near term.</p>

No.	Section	Councilmember	Comment/Question	Response
36	ILA Exhibit B	Councilmember Weinberg	In the last sentence of ILA Exhibit B, I recommend that we clarify that it only applies to “personal property <b>of the Mercer Island Fire Department</b> acquired by Mercer Island prior to the Commencement Date.” As it’s currently worded, it would apply to all property acquired by MI, whether or not it relates to the Fire Department.	Staff have reviewed and do not believe any changes are necessary to convey this intent. If the City Council desires, however, to amend this language that may be done via passage of a motion at the City Council meeting. Please be aware that any changes to the ILA require concurrence by EFR.
37	ILA Exhibit C	Councilmember Weinberg	In the clause of the first sentence of ILA Exhibit C, I recommend that we clarify that it relates to “The ownership of all personal property <b>of the Mercer Island Fire Department</b> not expressly identified in Exhibit B....” As it is currently worded, it would apply to all personal property everywhere.	Staff have reviewed and do not believe any changes are necessary to convey this intent. If the City Council desires, however, to amend this language that may be done via passage of a motion at the City Council meeting. Please be aware that any changes to the ILA require concurrence by EFR.
38	ILA Exhibit C	Councilmember Weinberg	The same fix should be applied to the last clause of the first sentence of ILA Exhibit C – that is, it should “... include all personal property <b>of the Mercer Island Fire Department</b> acquired by Mercer Island....”	Staff have reviewed and do not believe any changes are necessary to convey this intent. If the City Council desires, however, to amend this language that may be done via passage of a motion at the City Council meeting. Please be aware that any changes to the ILA require concurrence by EFR.
39	ILA Exhibit C	Councilmember Weinberg	<p>The second sentence of ILA Exhibit C states:</p> <p>“Replacement and maintenance of these items will be purchased out of the Eastside General Fund or the jointly funded Equipment Replacement Fund.”</p> <p>How will we determine which fund will pay for what? Isn’t in EFR’s financial interest to pay for as much of this from the joint fund as possible, and, conversely, in MI’s financial interest to pay for as much of this as possible from EFR’s general fund?</p>	Exhibit C is included to identify the equipment that will be owned by EFR, and this list of assets will be reconciled during the transition period. EFR will be responsible for replacing this equipment per the terms of the ILA.

No.	Section	Councilmember	Comment/Question	Response
40	ILA Exhibit D	Councilmember Weinberg	<p>In Exhibit D, I notice that the cost estimates for replacing the Mobile Data Computers (MDC) are still not shown. This raises the following questions:</p> <p>a. How much did it cost to replace Mercer Island Fire's MDC's in 2022?</p> <p>b. If the MDC replacements are added to Exhibit D, does that materially increase Mercer Island's estimated annual contribution to the Equipment Replacement Fund?</p>	<p>The table in Appendix D is provided as an example. The table identifies projects and equipment at <u>current</u> EFR fire stations and facilities, illustrative of how Mercer Island owned facilities and equipment will be added to the replacement schedule.</p> <p>The City's replacement of IT equipment follows a rate schedule. The document will be provided separately.</p>
41	ILA Exhibit F	Councilmember Weinberg	<p>In Exhibit F, section 1.a, why does the definition of Routine Maintenance only focus on facility or equipment failure? Shouldn't routine maintenance also be done to prevent negative impacts to operations and the safety of Mercer Island residents?</p>	<p>Yes, that is correct, however staff do not believe additional revisions are needed to this section. If the City Council desires, however, to amend this language that may be done via passage of a motion at the City Council meeting. Please be aware that any changes to the ILA require concurrence by EFR.</p>
42	ILA Exhibit F	Councilmember Weinberg	<p>In Exhibit F, the way section 1.b is currently worded, it is ambiguous whether the object being "constructed or implemented by Eastside" is the "Real Property and Facilities" or the "changes, modifications, additions, or upgrades." I recommend you re-word this to make it clear what set of objects fall within this definition.</p>	<p>The legal team has reviewed and is satisfied that as written, it means changes, modifications, additions, or upgrades to Real Property and Facilities, except for routine maintenance, which is defined in Section 1(a) of Exhibit F.</p>
43	ILA Exhibit F	Councilmember Weinberg	<p>In the last sentence of Exhibit F section 2 we call out that Mercer Island shall cover all real property capital improvements for the first 3 years.</p> <p>a. Why 3 years? Are there current in-flight real property capital improvements that we want to MI to pay for the completion thereof?</p> <p>b. Are there significant real property capital improvements anticipated in the next 3 years that it's only fair for Mercer Island to own paying for?</p>	<p>The City of Mercer Island is entering into this agreement with EFR without an updated Facilities Conditions Assessment (FCA) for either of the Fire Stations. The purpose of an FCA is to identify and evaluate the building systems and their respective replacement schedules. It is not reasonable for either party to fully negotiate capital replacement responsibilities for the buildings until this work is complete.</p>

No.	Section	Councilmember	Comment/Question	Response
			c. What happens from year 4 onwards? Does Eastside pay for all real property capital improvements? Do MI & EFR split it 50/50?	<p>The City is currently underway with a FCA for most of the City Buildings and the City Manager will be recommending to the City Council that both Fire Stations be added to this scope of work.</p> <p>Given the other issues the City is currently managing related to facilities (e.g., emergency closure of City Hall), the FCA work on the Fire Stations may not occur until 2024 or 2025, hence the language establishing a three-year approach to management of capital facilities projects while this work is completed.</p> <p>Once the FCA work on the Fire Stations is complete, both parties will agree to a Capital Facilities Replacement Schedule and funding approach. This will likely require an amendment to the ILA. The "Equipment Replacement Fund Schedule" included in Exhibit D is reflective of the end product we can expect once the FCA work is complete on both Fire Stations.</p> <p>In the meantime, the ILA with EFR calls for an annual contribution of \$30,000 to support Capital Facilities Maintenance. These funds will be managed by EFR, in coordination with the City, to address capital issues that arise during the first three years of this agreement.</p>
44	ILA Exhibit F	Councilmember Weinberg	Exhibit F section 4 references resolution 1605, but there is no text of resolution 1605 provided. Would you please provide the full text of this resolution?	<a href="#">Mercer Island Resolution 1605</a> adopted by the MI City Council on November 16, 2021, authorized a cost recovery program for motor vehicle incidents, hazardous material spills and other incident response.

No.	Section	Councilmember	Comment/Question	Response
45	ILA Exhibit F	Councilmember Weinberg	In Exhibit F section 5, I recommend that we re-word the first sentence to refer to "all existing and future Fire-specific revenues".	Any future revenues related to the provisions of services described in this ILA will be addressed as they arise.
46	ILA Exhibit F	Councilmember Weinberg	In Exhibit F section 6, I recommend that we replace the word "will" in the first sentence with the word "shall". The use of the word "will" implies something that needs to start happening at some undetermined point in the future, whereas "shall" implies that it must start happening as of the date of the agreement.	Staff have reviewed and do not believe any changes are necessary to convey this intent. If the City Council desires, however, to amend this language that may be done via passage of a motion at the City Council meeting. Please be aware that any changes to the ILA require concurrence by EFR.
47	ILA Exhibit F	Councilmember Weinberg	In Exhibit F section 7, there is an extraneous letter s following the word Mercer on the 3rd line.	This will be corrected in the final copy.
48	ILA Exhibit G	Councilmember Weinberg	Exhibit G section 4 is worded such Eastside owns anything it buys pursuant to this agreement. So, if it buys the materials it needs to construct a new wing on a fire station, does that mean EFR now owns that wing of the building – but not the rest of the building?	<p>Section 4 of Exhibit G relates to purchases made by EFR using a City procurement agreement in lieu of going through their procurement process (piggy backing), or vice versa (City purchasing a fire apparatus under EFR's procurement agreement). Purchases made by EFR this way do not necessarily have to be for Station 91 and 92, or even for Mercer Island operations. It could be for their operations anywhere unrelated to Mercer Island. Likewise, the City could purchase breathing equipment for the Police Department from EFR's purchasing agreement.</p> <p>Meanwhile the provisions of Section 5 and Section 5.1 of the ILA address real property ownership. "Stations 91 and 92, and the real property upon which they are situated...shall remain the real property of Mercer Island."</p>



No.	Section	Councilmember	Comment/Question	Response
49	ILA Exhibit G	Councilmember Weinberg	Exhibit G section 5 lists “federal, state, or local laws.” Given the prevalence of wildland fires in Canada this year, we are likely to see a situation in the future (if we aren’t already) where Eastside personnel are deployed internationally. Should this clause therefore be expanded to include laws of the country in which personnel are deployed?	<p>Section 5 of Exhibit G relates to compliance with laws related specifically to cooperative purchasing (piggybacking). It does not relate to deployment or fire operations.</p> <p>Any matters related to international deployments would be governed by the EFR board and not subject to the terms of this ILA.</p>
50	General	Councilmember Weinberg	I could not find in the ILA a section describing which IT systems between Mercer Island and Eastside will need to be integrated and what share each party will pay for developing and maintaining that data integration. The closest it comes is in Exhibit A, where it says Eastside will take ownership of all computers, computer systems, and mobile data computers. As such, I would recommend adding the following section: “5.12. As part of taking ownership of all computer systems, Eastside shall fund, implement, and maintain all necessary information technology data system integrations resulting from this ILA.”	<p>All computers, computer equipment, and mobile data computers will remain the property of the City of Mercer Island. Per Exhibit A, the computer equipment will be replaced, as needed, by the EFR equipment replacement fund, which is part of the annual payment made by the City to EFR.</p> <p>The City and EFR will undertake a review of IT systems and equipment during the transition period and resolve any matters related to technology transitions. EFR will be responsible for integrating technology equipment.</p>
51	General	Mayor Nice	[Mayor Nice noted a minor typo in Resolution 1645]	Staff will address the typo ahead of final signatures.
52	General	Mayor Nice	Have we considered adding language that protects Mercer Island Real Property from becoming community property through contributions in maintenance or capital improvements? I’m considering protecting Mercer Island from the scenario we have with the library in that the build, now having been improved by KCLS, now has some portion of “owed” community property for which Mercer Island would be liable to KCLS.	<p>Major capital investments into Mercer Island Real Property would be funded by either City funds or through our contributions to the Eastside Capital Facilities Maintenance charge, which by extension are also City funds.</p> <p>Mercer Island and EFR both acknowledge this would maintain 100% City of Mercer Island ownership over Mercer Island Real Property, see Section 5.1.</p>

No.	Section	Councilmember	Comment/Question	Response
53	General	Mayor Nice	I would be more comfortable if every page of the ILA was numbered (i.e., 1 of 10, 2 of 10...) and every addendum marked so as not to cause any future doubt of a complete agreement. Might we want initials on every page?	Pagination will be added when the ILA is finalized for signature. A final copy of the executed ILA in its entirety will be posted online by Mercer Island as required by law.

<b>Marked For Replacement</b>	<b>117</b>	<b>5</b>	<b>2</b>	<b>4</b>	<b>7</b>	<b>25</b>	<b>12</b>	<b>51</b>	<b>7</b>	<b>14</b>	<b>9</b>	<b>19</b>	<b>66</b>	<b>108</b>	<b>27</b>	
<b>Total Devices</b>	<b>132</b>	<b>7</b>	<b>3</b>	<b>6</b>	<b>13</b>	<b>29</b>	<b>16</b>	<b>66</b>	<b>18</b>	<b>18</b>	<b>0</b>	<b>26</b>	<b>106</b>	<b>153</b>	<b>40</b>	<b>633</b>
															<b>Total Dept Devices</b>	<b>501</b>

[illegible]



## **AB 6307:**

Interlocal Agreement with  
Eastside Fire & Rescue for  
Regional Fire and Emergency  
Medical Services

July 5, 2023

# Agenda

- Background
- Regionalization
- City Manager's Recommendation
- Draft Interlocal Agreement with Eastside Fire & Rescue



# Background



# Authorization to Seek Proposals

- On April 4, 2023, the City Council authorized the City Manager to seek proposals from the **City of Bellevue** and **Eastside Fire & Rescue** to provide fire and emergency services on Mercer Island.
- Timely responses were received from both agencies.

# City Council Ad-Hoc Committee

- On May 2, 2023, the City Council created the Regional Fire Service Proposal Review Ad-Hoc Committee to assist the City Manager with review and evaluation of the regional fire service proposals.
- The City Manager, City Staff, and the Ad Hoc Committee met several times in May to review and evaluate the proposals in preparation for a presentation and update to the City Council.



# Initial Overview and Discussion

- On June 6, 2023, the staff presented an initial overview and analysis of the regional fire services proposals received from the City of Bellevue and Eastside Fire & Rescue, which included the initial financial analysis.

# Direction to Begin Negotiations

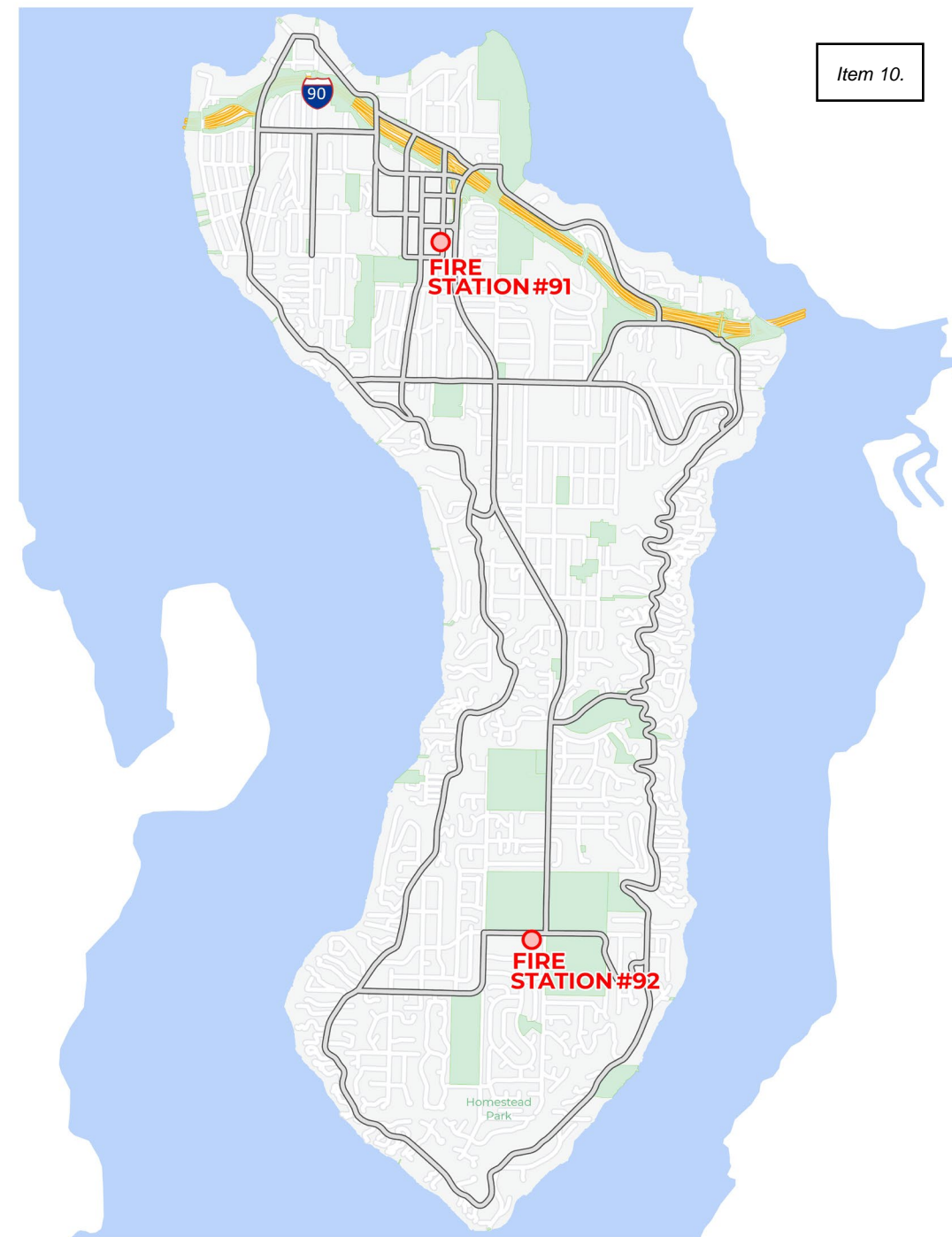
- On June 20, 2023, the City Council held an Executive Session to discuss collective bargaining and potential litigation on matters related to the adoption of a regional fire model.
- After the Executive Session concluded the City Council returned to the open portion of the City Council meeting and passed a motion directing the City Manager to begin negotiating an agreement with Eastside Fire & Rescue.
- The City Council also directed the City Manager to return to the City Council with an agenda bill presenting the City Manager's recommendation.

# Regionalization



# Fire and EMS Service Today

- Mercer Island Fire Department (MIFD) operates two fire stations (Station 91 and 92).
- **Under a regional fire services model, both fire stations would remain open and operational and provide services that meet or exceed today's service-level standards.**





# Fire and EMS Service Today

- MIFD staffs 29 firefighters. This includes firefighters, lieutenants, battalion chiefs, and a fire marshal.
- 7 staff members on duty at one time.
  - 1 Battalion Chief in charge of Station 91 and 92
  - 1 Lieutenant at each station
  - 2 Firefighters at each station
- One full-time Fire Marshal
- Interim Fire Chief and Deputy Fire Chief provided by Eastside Fire & Rescue.
- Part-time Fire Administrative Assistant



# Why regionalize?

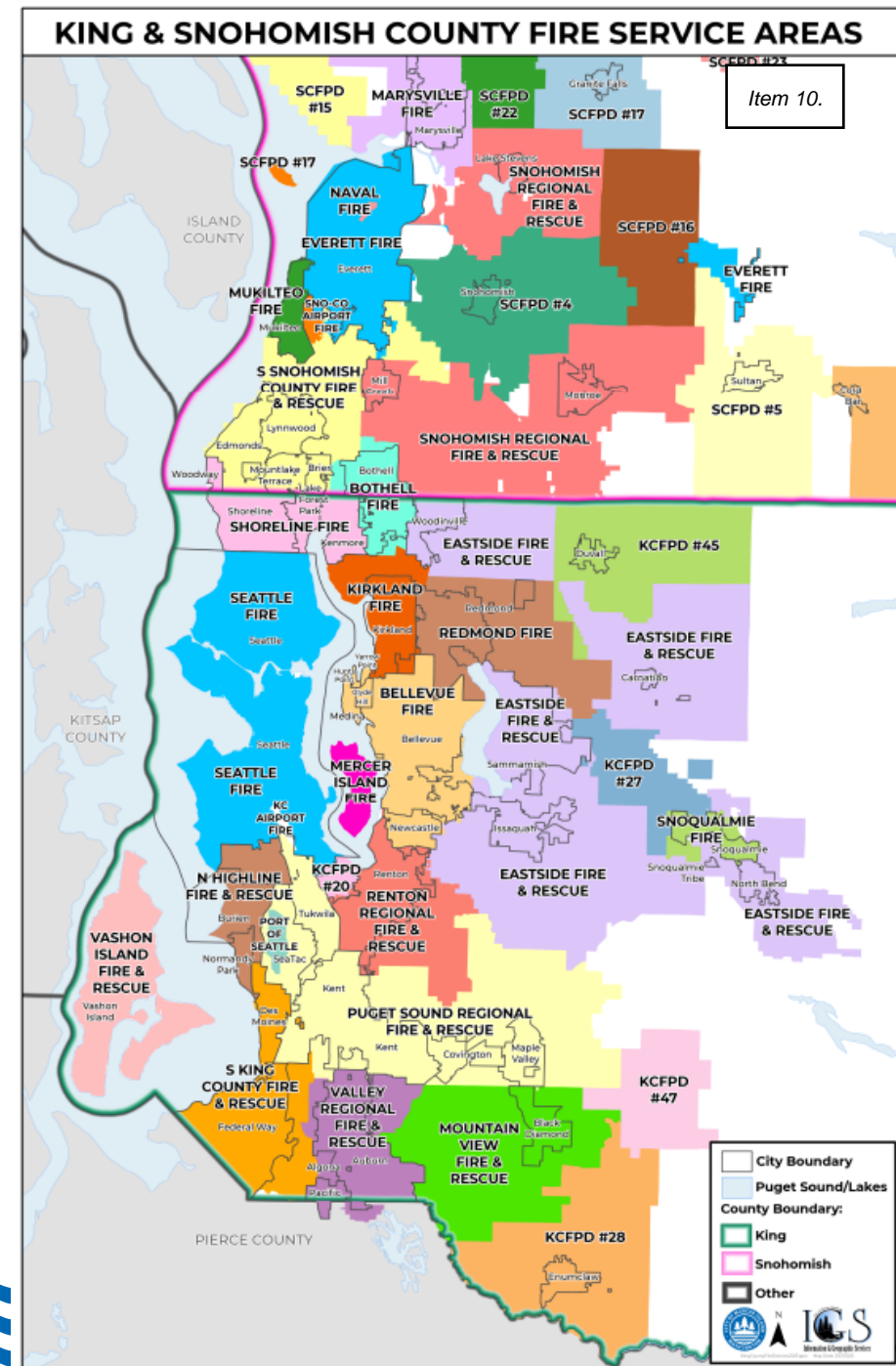
- Firefighting today is much different than even a few decades ago.
- Fire departments were originally created to specifically address fire emergencies, and now cover emergency medical services, hazmat services, special rescue, mobile integrated health, and more.
- A regional collaboration provides for **enhanced fire and emergency medical services, introducing specialty services not available through a smaller Department.**
- Adopting a regional fire services model ensures the response to all these needs **is cohesive, efficient, and cost effective.**

# Trend of Regionalization in Fire Service

- Mercer Island is **one of the few remaining stand-alone fire agencies** in the region.
- Most surrounding communities have moved to a regional services model along the lines of what is being evaluated for Mercer Island.
- Edmonds, Woodinville, Lynnwood, Tukwila, and Northshore have recently made this change, with other communities such as Duvall in a similar phase of decision-making on their future
- See regional fire service map next slide.

# Regional Fire Service Map

- Snohomish Regional Fire & Rescue:  
Snohomish Fire District #7 and Monroe Fire merged in 2016, merged again with Lake Stevens Fire in 2020.
- Puget Sound Regional Fire & Rescue: Since 2014, SeaTac and Maple Valley joined Puget Sound Fire, which already provided fire services for Kent and Covington. Tukwila joined in 2023.
- South Snohomish County Fire & Rescue:  
Established in 2017, South County Fire now includes Lynnwood, Edmonds, Mountlake Terrace, Brier, and surrounding unincorporated Snohomish county. Mill Creek joined in 2022.





# Regional Fire Services Model - Leadership

- **Leadership from the regional fire agency will oversee fire services** on Mercer Island with the respective Fire Chief reporting directly to the City Manager.
- Eastside Fire & Rescue currently provides Fire Department Leadership Services for Mercer Island.
  - This **includes an interim Fire Chief**, who currently serves the City about 10 to 15 hours a week and a **full-time interim Deputy Fire Chief**.
- Having interim fire leadership is not a sustainable solution long-term and was never intended to be permanent.
- Permanence of fire leadership provides stability for the workforce, encourages long-term planning, strategic leadership, and goal setting.

# Regional Fire Services Model - Staffing

- Mercer Island fire personnel would transition to the regional fire agency.
- The internal services needed to support the Fire Department – Human Resources, IT, Finance, for example - will also be largely provided by the regional fire agency.
- **The City has every intention to secure employment opportunities for all Fire Department personnel.**
- Impacts of the transition on City fire personnel are being bargained with Mercer Island IAFF Local 1762.
- A few positions within the department will shift because of the transition to a regional fire services model, but these changes will not have an impact on fire department operations.

# Regional Fire Service Model – Service Levels

- The **City will establish service levels** under a regional services model and ensure the delivery of fire services continues to **meet or exceed current service levels**.
- The Fire Department will **continue responding to emergencies**, conducting fire inspections, and inviting your child to sit in a fire truck at events.
- **Fire Stations 91 and 92 will remain open and staffed**, meeting or exceeding current services levels.

# Mutual Aid and Regional Coordination

- All fire departments assist other local departments with emergency response through mutual aid agreements.
- Mercer Island Fire Department operates under a **Regional Coordination Framework** through King County which brings together surrounding agencies to **share personnel, equipment, and information** during an emergency response.
- For example, Mercer Island does not have a ladder truck, so regional fire agencies provide this service to Mercer Island when needed.
- Mercer Island also provides support to nearby agencies.
- Mercer Island firefighters also train with surrounding agencies to ensure cohesion.



## City Manager's Recommendation

MERCER ISLAND FIRE STATION

# City Manager's Recommendation

- Eastside Fire & Rescue operates as a governmental non-profit that focuses only on providing fire and emergency response services.
- They are a consortium of many similar sized cities and towns with a shared governance model and commitment to equitable partnership
- The Eastside Fire & Rescue board includes representatives from member cities and regional fire districts, providing a diverse array of stakeholders who hold each other accountable and provide input from differing perspectives.

# Dedicated and Experienced Fire Agency

- Eastside Fire & Rescue has proven the effectiveness of their model concerning public safety, resource sharing, and shared governance.
- Mercer Island has already successfully partnered with Eastside for interim fire leadership and apparatus repair and maintenance for nearly three years.



# Increased Opportunity for Mercer Island Firefighters

- The Eastside staffing model provides 7 on-island fire service staff members, matching what is existing today.
- This includes the preservation of an on-island stationed Battalion Chief.
- The staffing model of Eastside also provides 11 promotional opportunities for Mercer Island firefighters.



# Increased Opportunity for Mercer Island Firefighters

- Mercer Island is in a competitive job market for employees, especially fire service employees.
- The City has experienced attrition in its fire service due to competing fire agencies who have higher pay, benefits, and career opportunities.
- This increase in pay and opportunities strengthens the ability to attract and retain talented employees, stabilizing fire services on Mercer Island.

# Increased Opportunity for Mercer Island Firefighters

- Eastside Fire & Rescue provides the highest level of total compensation of the three options considered, while continuing to provide cost efficiencies and savings to the City.
- They have demonstrated an ability to negotiate high quality and equitable collective bargaining agreements in a regular cadence, and typically in multi-year agreements.
- This provides more certainty for both employees and management.

# Cost Savings and Efficiencies

- Initial staff analysis suggests an estimated savings of \$260,000 in 2024 through a regional model with Eastside compared to estimated costs with an independent stand-alone Mercer Island fire department.
- Savings are realized through:
  - Shared leadership and administrative overhead
  - Economies of scale regarding management of fire apparatus and equipment
  - More efficient shift scheduling.

# Cost Savings and Efficiencies

- Additional workload reductions will be realized for internal staff teams at Mercer Island that support various Fire Department operations as many of these duties will transfer to Eastside Fire & Rescue.
- We've identified potential cost savings in legal services and a reduction in some functions of payroll and benefits management. Other internal services that will see a workload reduction on fire-related issues include finance, human resources, customer service, legal, IT, GIS, fleet, and facilities.
- Potential for other savings, such as insurance premiums, as transition work continues.

# Training Consortium

- Eastside Fire is one of 15 King County Fire agencies (there are 21 including Seattle) that train under the South King County Training Consortium (SKCTC).
- Being part of this consortium provides for top tier consistent training, as all 15 agencies receive the exact same training by a robust professional full-time training staff.
- SKCTC provides an opportunity for Mercer Island firefighters to receive training on a larger array of equipment and across more specialties, including working alongside the many specialty technicians across the Eastside and SKCTC network.
- Mercer Island is currently a part of East Metro Training Group.

# Training Consortium

- New hires to firefighting go through an academy training process prior to beginning their work in the field.
- Currently, the City of Mercer Island is paying about \$18,000 per recruit for training, which is in addition to the base fees for training. SKCTC has dedicated training officers, meaning this \$18,000 per recruit cost would no longer apply

# Technical and Specialized Rescue

- Eastside Fire & Rescue will increase access to training and resources for technical and specialized rescue response capabilities for firefighters serving on Mercer Island.
- Eastside's membership with the Eastside Hazardous Materials Consortium (HazMat) provides new training for Island firefighters and opportunity to train Eastside HazMat teams on specific contexts of emergency response on Mercer Island.
- Eastside is the leader of Wildland (forest fire fighting) response in Western Washington.

# Other Programs and Services

- Continuity of community programs including school visits, special events such as Summer Celebration, and providing standby Aid Car for Mercer Island High School football games
- Mobile Integrated Health program (MIH) will also continue to be led by the City's Youth and Family Services Department with support from firefighters serving Mercer Island.



# IAFF Local 1762

- The City of Mercer Island firefighters are organized under the International Association of Firefighters (IAFF) Local 1762.
- The City Administration has met with IAFF Local 1762 leadership members over the past two months to bargain the impacts of fire employees transitioning to another agency.
- The City and IAFF Local 1762 conversations have been productive and positive, but agreement on the terms of impact bargaining have not concluded. The City Administration will continue to work in good faith to resolve the outstanding issues.

# Overview of Draft Interlocal Agreement with Eastside Fire & Rescue



CITY OF MERCER ISLAND  
FIRE HEADQUARTERS-STATION 91

# Overview of Eastside Agreement

- The relationship between the City of Mercer Island and Eastside Fire & Rescue for regional fire services will be governed by an interlocal agreement (ILA).
- The ILA will have a term of 10-years with an implementation date of January 1, 2024.

# Overview of Eastside Agreement

- This ILA establishes the services levels and types of services to be provided by Eastside Fire and Rescue, which meets or exceed the service currently provided by the Mercer Island Fire Department.
- The ILA outlines the:
  - Annual fees
  - Timing of payment of one-time transition costs and annual ongoing costs,
  - Methodology for annual adjustment to charges.
  - Ownership, maintenance, and replacement of apparatus, vehicles, equipment, and facilities.

# Overview of Eastside Agreement

- As a reminder, on June 6, 2023, staff presented an initial overview and financial analysis of the regional fire services proposals to the City Council (see AB 6283).
- The ILA includes an estimated 2024 cost of \$8,018,746 and an estimated one-time transition cost of \$1,241,406.



## Next Steps



# Next Steps

- Upon approval of Resolution No. 1645 by the Mercer Island City Council, the Eastside Fire & Rescue Board will review and consider the Interlocal Agreement at their next board meeting.
- Upon approval by both parties, Mercer Island and Eastside will form a staff transition team to work collaboratively prior to the commencement date to ensure a successful transition.

# Next Steps

- The exact final costs of the one-time transition payments will not be known until the end of the year, as they are primarily based on vacation and sick leave balances.
- A final reconciliation will occur at the end of the year and inform the payment plan for accrued liability.



# Next Steps

- Both the City and Eastside also acknowledge that as details emerge during this transition period, there may be a need for additional agreements to address matters not sufficiently covered in the ILA.
- The City Council will be regularly updated on this process.

# Acknowledgement

- The City of Mercer Island would like to thank both the City of Bellevue and Eastside Fire & Rescue for submitting excellent and thorough proposals and for continually being available for clarification and follow-up from City Staff during the review process.
- The City thanks both entities for the strong working relationships and is committed to maintaining those relationships into the future.

# Recommended Action

- Adopt Resolution No. 1645 approving the Interlocal Agreement with Eastside Fire & Rescue.



# 2023 PLANNING SCHEDULE

Item 11.

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

JULY 18, 2023			DD	FN	CA	Clerk	CM
ABSENCES:			7/7	7/10	7/10	7/11	7/11
ITEM TYPE   TIME   TOPIC					STAFF		
STUDY SESSION							
45	AB 6294: GIS Project Update				Ali Spietz/Leah Llamas		
SPECIAL BUSINESS							
15	AB 6304: Public Hearing of Ordinance No. 23C-09 on interim regulations in MICC 19.11.060 related to outdoor dining.				Jeff Thomas/Alison Van Gorp		
15	AB 6305: Public Hearing of Ordinance No. 23C-10 on interim regulations in MICC 19.15, 19.16 and 19.21 related to permit processing				Jeff Thomas/Adam Zack		
15	AB 6306: Public hearing and first reading of Ordinance No. 23C-11 (renews Ordinance No. 21C-23) on interim regulations in MICC 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220				Jeff Thomas/Alison Van Gorp		
CONSENT AGENDA							
--	AB 6298: June 30, 2023 Payroll Certification				Ali Spietz/Nicole Vannatter		
--	AB 6299: 81st Avenue SE Backyard Sewer Ph. 2 Project Closeout				Patrick Yamashita		
--	AB 6300: 2023 Water System Improvements Bid Award				Patrick Yamashita/Clint Morris/George Fletcher		
--	AB 6301: SE 22nd ST & SE 22nd PL Water System Improvements Project Closeout				Patrick Yamashita/Clint Morris/Rona Lin		
--	AB 6302: Comprehensive Plan Periodic Update – Supplemental Scope / Schedule (Resolution No. 1645)				Jeff Thomas/Adam Zack		
--	AB 6303: 4004 ICW Property Transportation Improvement Project Funding Appropriation				Patrick Yamashita/Lia Klein		
--							
REGULAR BUSINESS							
EXECUTIVE SESSION							

AUGUST 1, 2023 – RECESS				DD	FN	CA	Clerk	CM
ABSENCES:				7/21	7/24	7/24	7/25	7/25
ITEM TYPE   TIME   TOPIC						STAFF		
STUDY SESSION								
SPECIAL BUSINESS								
CONSENT AGENDA								

<b>REGULAR BUSINESS</b>		
<b>EXECUTIVE SESSION</b>		

AUGUST 15, 2023 – RECESS		DD	FN	CA	Clerk	CM
ABSENCES:		8/4	8/7	8/7	8/8	8/8
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
REGULAR BUSINESS						
EXECUTIVE SESSION						

SEPTEMBER 5, 2023			DD	FN	CA	Clerk	CM
ABSENCES:			8/25	8/28	8/28	8/29	8/29
ITEM TYPE   TIME   TOPIC					STAFF		
STUDY SESSION							
60	Discussion: Review Site Concepts for Former Tully’s Property				Jessi Bon		
SPECIAL BUSINESS							
CONSENT AGENDA							
--	AB xxxx: July 14, 2023 Payroll Certification				Ali Spietz/Nicole Vannatter		
--	AB xxxx: July 28, 2023 Payroll Certification				Ali Spietz/Nicole Vannatter		
--	AB xxxx: August 11, 2023 Payroll Certification				Ali Spietz/Nicole Vannatter		
--	AB xxxx: August 25, 2023 Payroll Certification				Ali Spietz/Nicole Vannatter		
--	AB xxxx: National Preparedness Month Proclamation, No. xxx				Mayor Nice/Jennifer Franklin		
--	AB xxxx: National Recovery Month Proclamation, No. xxx				Mayor Nice/Derek Franklin		
--	AB xxxx: Peace Day on Mercer Island, Proclamation No. xxx				Mayor Nice/Andrea Larson		

--	AB xxxx: Mayor's Day of Concern for the Hungry, Proclamation No. xxx	Mayor Nice/Derek Franklin	Item 11.
--	AB 6289: MIYFS Foundation Donation Acceptance	Ali Spietz/Derek Franklin	
--	AB xxxx: Second reading of Ordinance No. 23C-11 (renews Ordinance No. 21C-23) on interim regulations in MICC 19.16.010 related to emergency shelters and housing, transitional housing, and permanent supportive housing in response to E2SHB 1220	Jeff Thomas/Alison Van Gorp	
--	AB xxxx: Lease for Telecommunications Facilities at Island Crest Park	Bio Park/Alaine Sommargren	
<b>REGULAR BUSINESS</b>			
10	AB xxxx: Board & Commission Vacancy Appointment (Resolution No. xxxx)	Mayor Nice/Deputy Mayor Rosenbaum/Andrea Larson	
15	AB xxxx: Financial Status Update for the Second Quarter 2023 and Budget Amending Ordinance (Ord. No. 23-xx)	Matt Mornick	
	AB xxxx: Code amendment for Stormwater Maintenance Manual updates (first reading)	Jason Kintner/Brian Hartvigson	
<b>EXECUTIVE SESSION</b>			

SEPTEMBER 19, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		9/8	9/11	9/11	9/12	9/12
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: September 8, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: 2022 Water System Imp. (Madrona Crest East) Project Closeout			Jason Kintner /Clint Morris/George Fletcher		
--	AB xxxx: Code amendment for Stormwater Maintenance Manual updates (second reading)			Jason Kintner/ Brian Hartvigson		
--	AB xxxx: Sunset Hwy/77th Ave SE Improvements Project Closeout			Jason Kintner /Clint Morris/Lia Klein		
REGULAR BUSINESS						
EXECUTIVE SESSION						

OCTOBER 3, 2023				DD	FN	CA	Clerk	CM
ABSENCES:				9/22	9/25	9/25	9/26	9/26
ITEM TYPE   TIME   TOPIC						STAFF		
STUDY SESSION								
SPECIAL BUSINESS								

<b>CONSENT AGENDA</b>		
--	AB xxxx: September 22, 2023 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Arbor Day Proclamation No. xxx	Jason Kintner/Andrew Prince
--	AB xxxx: Domestic Violence Action Month Proclamation No. xxx	Mayor Nice/Derek Franklin
<b>REGULAR BUSINESS</b>		
<b>EXECUTIVE SESSION</b>		