



# CITY OF MERCER ISLAND

## CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, October 03, 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 **898 6361 0243** 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 **898 6361 0243**; 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 – 5PM - 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) and

## **Pending or Potential Litigation**

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

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

## **PLEDGE OF ALLEGIANCE**

## **AGENDA APPROVAL**

## **CITY MANAGER REPORT**

## **APPEARANCES**

(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.)

## **CONSENT AGENDA**

### **1. AB 6347: September 22, 2023, 2023 Payroll Certification**

**Recommended Action:** Approve the September 22, 2023 Payroll Certification in the amount of \$1,009,156.69 and authorize the Mayor to sign the certification on behalf of the entire City Council.

### **2. Certification of Claims:**

**A. Check Register | 217199-217278 | 9/15/2023 | \$586,856.56**

**B. Check Register | 217276-217330 | 9/22/2023 | \$258,715.00**

**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.

### **3. City Council Meeting Minutes of the September 19, 2023 Regular Hybrid Meeting**

**Recommended Action:** Approve the minutes of the September 19, 2023 Regular Hybrid Meeting.

### **4. AB 6348: Arbor Day Proclamation No. 317**

**Recommended Action:** Proclaim the third Saturday in October as Arbor Day in the City of Mercer Island.

### **5. AB 6349: Domestic Violence Action Month, Proclamation No. 318**

**Recommended Action:** Proclaim October 2023 as Domestic Violence Action Month on Mercer Island.

### **6. AB 6345: 2023-2024 Work Plan Update – *Exhibit 1 Revised 9/29/2023***

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

### **7. AB 6353: Termination of the Eastside Public Safety Communications Agency Interlocal Agreement**

**Recommended Action:** Authorize the City Manager to take the necessary actions to (1) terminate the Eastside Public Safety Communications Agency (EPSCA) Interlocal Agreement; (2) dissolve EPSCA; and (3) effectuate the termination and dissolution in best interest of the City.

## **REGULAR BUSINESS**

### **8. AB 6341: Shoreline Master Program Amendments (Ordinance No. 23C-15 Second Reading)**

**Recommended Action:** Move to adopt Ordinance No. 23C-15 amending the Shoreline Master Program in the Mercer Island City Code to include marina as a new allowed use, adopting new regulations related to marina development standards, and to include a definition of marina.

### **9. AB 6351: Closure of Mercer Island City Hall (Resolution No. 1650)**

**Recommended Action:** Approve Resolution No. 1650, directing the permanent closure of the Mercer Island City Hall building.

## OTHER BUSINESS

### 10. Planning Schedule

### 11. Councilmember Absences & Reports

## ADJOURNMENT



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6347**  
**September 19, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6347: September 22, 2023, 2023 Payroll Certification	<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 the September 22, 2023 Payroll Certification in the amount of \$1,009,156.69.	

<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. September 22, 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 September 2, 2023 through September 15, 2023 in the amount of \$1,009,159.69. (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	\$5,901.16
Leave cash outs for terminated employees	\$0.00
Service and recognition awards	\$7,726.30
Overtime earnings (see chart for overtime hours by department).	\$64,162.31
<b>Total</b>	<b>\$77,789.77</b>

### Overtime hours by department:

Department	Hours
Administrative Services	3.00
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	
Fire	454.75
Municipal Court	
Police	210.50
Public Works	84.25
Thrift Shop	
Youth & Family Services	
<b>Total Overtime Hours</b>	<b>752.50</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 September 22, 2023 Payroll Certification in the amount of \$1,009,156.69 and authorize the Mayor to sign the certification on behalf of the entire City Council.

## CITY OF MERCER ISLAND PAYROLL CERTIFICATION

Item 1.

PAYROLL PERIOD ENDING

09.15.2023

PAYROLL DATED

09.22.2023

Net Cash	\$	667,578.78
Net Voids/Manuals	\$	-
<b>Net Total</b>	<b>\$</b>	<b>667,578.78</b>
Federal Tax Deposit	\$	112,506.18
Social Security and Medicare Taxes	\$	59,077.61
Medicare Taxes Only (Fire Fighter Employees)	\$	2,815.91
State Tax (Oregon, Massachusetts and North Carolina)	\$	-
Family/Medical Leave Tax (Massachusetts)	\$	7.70
Public Employees' Retirement System (PERS Plan 2)	\$	30,144.21
Public Employees' Retirement System (PERS Plan 3)	\$	9,028.81
Public Employees' Retirement System (PERSJM)	\$	587.22
Public Safety Employees' Retirement System (PSERS)	\$	251.96
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	32,725.04
Regence & LEOFF Trust Medical Insurance Deductions	\$	13,535.61
Domestic Partner Medical Insurance Deductions	\$	1,947.50
Kaiser Medical Insurance Deductions	\$	1,217.56
Health Care - Flexible Spending Account Contributions	\$	1,818.09
Dependent Care - Flexible Spending Account Contributions	\$	1,153.86
ICMA Roth IRA Contributions	\$	666.23
ICMA 457 Deferred Compensation Contributions	\$	40,535.09
Fire Nationwide 457 Deferred Compensation Contributions	\$	11,771.75
Fire Nationwide Roth IRA Contributions	\$	1,821.87
ICMA 401K Deferred Compensation Contributions		
Garnishments (Chapter 13)	\$	572.00
Child Support Wage Garnishment	\$	706.03
Mercer Island Employee Association Dues	\$	212.50
AFSCME Union Dues	\$	2,902.25
Police Union Dues	\$	2,413.52
Fire Union Dues	\$	2,060.91
Fire Union Supplemental Dues	\$	162.00
Standard - Supplemental Life Insurance	\$	390.70
Unum - Long Term Care Insurance	\$	620.65
AFLAC - Supplemental Insurance Plans	\$	238.52
Coffee Club Dues	\$	-
Transportation - Flexible Spending Account Contributions	\$	50.00
Fire HRA-VEBA Contributions	\$	7,002.00
Miscellaneous	\$	-
GET		
Oregon Transit Tax and Oregon Benefit Tax	\$	-
Washington Long Term Care	\$	2,634.63
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>341,577.91</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$ 1,009,156.69</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 9/15/2023

Full Time Equivalents (FTEs)	2023 Budgeted	2023 Actual
Administrative Services	15.00	15.00
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	8.00
Fire	31.50	29.50
Municipal Court	3.10	3.10
Police	37.50	37.50
Public Works	64.80	60.80
Recreation	10.25	10.25
Youth & Family Services	11.43	11.43
Thrift Shop	2.00	2.00
<b>Total FTEs</b>	<b>207.58</b>	<b>200.58</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	1.00
Finance	1.00	1.50
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>19.58</b>
<b>Total FTEs &amp; LTEs</b>	<b>225.11</b>	<b>220.17</b>

### FTE Vacancies:

- 1.0 Asset Mgmt Bus Systems Analyst
- 1.0 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 Utility Team Member

### 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

Report	Warrants	Date	Amount
Check Register	217199-217278	9/15/2023	\$586,856.56 \$586,856.56

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 001000 - General Fund-Admin Key</b>				
P0119165	00217264	SETZLER, SHARON	Rental FA-7038 completed. Retu	750.00
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
P0119220	00217263	SEATTLE PUBLIC UTILITIES	AUG 2023 SPU CHARGE FOR RETAIL	17,138.00
P0119220	00217263	SEATTLE PUBLIC UTILITIES	JULY 2023 SPU CHARGE FOR RETAI	12,313.00
	00217261	SANBORN, PETER	REFUND: OVERPMT ON 00941225603	453.95
<b>Org Key: CM1100 - Administration (CM)</b>				
P0119245	00217218	GALLAGHER, ANITA	August Legislative Services IN	2,000.00
P0119246	00217243	Nick Federici	August Legislative Services IN	2,000.00
P0119246	00217243	Nick Federici	July Legislative Services INV	2,000.00
P0119156	00217214	DELL MARKETING L.P.	Dell Latitude 5540 Cassidy	1,854.18
<b>Org Key: CR1100 - Human Resources</b>				
P0119248	00217255	PUBLIC SAFETY TESTING INC	Police Candidate Testing INV	451.00
P0119251	00217244	OCCUPATIONAL HEALTH CTRS OF WA	DOT Physicals INV 80375751	250.00
<b>Org Key: DS1100 - Administration (DS)</b>				
P0119211	00217273	VERIZON WIRELESS	VERIZON JULY 24 - AUG 23 CPD	660.35
P0119213	00217273	VERIZON WIRELESS	VERIZON JULY 24 - AUG 23	586.37
P0119213	00217273	VERIZON WIRELESS	VERIZON JULY 24 - AUG 23	195.46
	00217227	KENNEY, JOHN A	REIMB: CERT. MUNICIPAL SPECIAL	65.00
<b>Org Key: FN2100 - Data Processing</b>				
P0119226	00217234	METROPRESORT	AUG 2023 E-SERVICE PORTAL ADMI	100.00
<b>Org Key: FN4501 - Utility Billing (Water)</b>				
P0119226	00217234	METROPRESORT	AUG 2023 PRINTING & MAILING OF	79.31
P0119226	00217234	METROPRESORT	AUG 2023 PRINTING & MAILING OF	59.92
<b>Org Key: FN4502 - Utility Billing (Sewer)</b>				
P0119226	00217234	METROPRESORT	AUG 2023 PRINTING & MAILING OF	79.31
P0119226	00217234	METROPRESORT	AUG 2023 PRINTING & MAILING OF	59.92
<b>Org Key: FN4503 - Utility Billing (Storm)</b>				
P0119226	00217234	METROPRESORT	AUG 2023 PRINTING & MAILING OF	79.32
P0119226	00217234	METROPRESORT	AUG 2023 PRINTING & MAILING OF	59.92
<b>Org Key: FR2100 - Fire Operations</b>				
P0116737	00217216	EPSCA	44 RADIOS FOR FIRE 2023	1,111.00
P0119212	00217273	VERIZON WIRELESS	VERIZON JUL 24 - AUG 23 FIRE	727.28
P0119250	00217229	KROESENS UNIFORM COMPANY	Uniform Ops	497.54
<b>Org Key: FR2500 - Fire Emergency Medical Svcs</b>				
P0119249	00217199	AIRGAS USA LLC	Oxygen	6.01
<b>Org Key: GGM001 - General Government-Misc</b>				
P0119227	00217208	BRINKS INC	AUG 2023 ARMoured TRUCK	1,576.82
<b>Org Key: GGM004 - Gen Govt-Office Support</b>				
P0119263	00217253	PITNEY BOWES	FOLDING MACHING LEASE INV#3317	1,053.76
<b>Org Key: GGM100 - Emerg Incident Response</b>				
P0118629	00217214	DELL MARKETING L.P.	Dell WD22TB4 Docks	1,386.38

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: GT0106 - Enterprise Resource Planning S</i>				
P0116068	00217269	TYLER TECHNOLOGIES INC	License Fees Tyler Munis Finan	1,600.00
<i>Org Key: GT0108 - Technology Equipment Replaceme</i>				
P0119084	00217214	DELL MARKETING L.P.	6 Dell docks	1,663.65
<i>Org Key: IGV012 - MW Pool Operation Subsidy</i>				
P0116895	00217238	MI SCHOOL DISTRICT #400	2023 MI School District for Po	13,800.82
P0116895	00217238	MI SCHOOL DISTRICT #400	2023 MI School District for Po	13,800.82
<i>Org Key: IGVO02 - ARCH</i>				
P0117837	00217204	BELLEVUE, CITY OF	2023 ARCH HTF	35,000.00
<i>Org Key: IS1100 - IGS Mapping</i>				
	00217257	RINGEL, MATT	REIMB: HOTEL-ESRI CONF	443.31
	00217257	RINGEL, MATT	REIMB: PER DIEM-ESRI CONF	120.25
	00217257	RINGEL, MATT	REIMB: LYFT-ESRI CONF	11.90
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0119127	00217210	CDW GOVERNMENT INC	Pure Storage Annual Support an	17,126.72
P0119115	00217210	CDW GOVERNMENT INC	Commvault Total Data Protectio	9,353.53
P0119115	00217210	CDW GOVERNMENT INC	Commvault DR License	3,755.94
P0117328	00217228	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,492.00
P0119114	00217210	CDW GOVERNMENT INC	Meraki MDM 5 Additional	133.61
P0119234	00217258	Ringsquared Telecom LLC	LONG DISTANCE CALLING AUG 2023	87.91
<i>Org Key: IS3101 - GIS Analyst Water Fund</i>				
	00217257	RINGEL, MATT	REIMB: HOTEL-ESRI CONF	443.31
	00217257	RINGEL, MATT	REIMB: PER DIEM-ESRI CONF	120.25
	00217257	RINGEL, MATT	REIMB: LYFT-ESRI CONF	11.90
<i>Org Key: IS3102 - GIS Analyst Sewer Fund</i>				
	00217257	RINGEL, MATT	REIMB: HOTEL-ESRI CONF	443.31
	00217257	RINGEL, MATT	REIMB: PER DIEM-ESRI CONF	120.25
	00217257	RINGEL, MATT	REIMB: LYFT-ESRI CONF	11.90
<i>Org Key: IS3103 - GIS Analyst Storm Fund</i>				
	00217257	RINGEL, MATT	REIMB: HOTEL-ESRI CONF	443.31
	00217257	RINGEL, MATT	REIMB: PER DIEM-ESRI CONF	120.25
	00217257	RINGEL, MATT	REIMB: LYFT-ESRI CONF	11.89
<i>Org Key: MT1500 - Urban Forest Mangement</i>				
	00217259	RON'S STUMP REMOVAL	RETAINAGE INV#11031	1,472.50
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0119197	00217267	TRAFFIC SAFETY SUPPLY	"72ND PL SE (ARROW)" STREET SI	84.05
<i>Org Key: MT2255 - Urban Forest Management (ROW)</i>				
	00217259	RON'S STUMP REMOVAL	RETAINAGE INV#11031	890.00
<i>Org Key: MT3100 - Water Distribution</i>				
P0119219	00217222	H D FOWLER	PN C2891E X46A FLOW CLEAN STAI	589.36
P0119223	00217224	HOME DEPOT CREDIT SERVICE	18V HACKZALL & GRINDER	460.22
P0119225	00217225	ISSAQUAH HONDA KUBOTA	FW 20 WATE	189.36

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0119198	00217220	GRAINGER	TRANSPORT CHAIN	124.63
P0119217	00217237	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	9.86
<i>Org Key: MT3150 - Water Quality Event</i>				
P0119276	00217260	S&B INC	REPLACEMENT ROSEMOUNT	4,454.65
P0119253	00217201	AQUATIC INFORMATICS INC.	2023 CROSS CONNECTION WEB TEST	419.00
P0119256	00217223	HACH COMPANY	DPD FREE CHLORINE POWDER PILLO	270.85
P0119270	00217271	USABlueBook	DECHLORINATION MAT, 3 TABLET P	176.80
P0119256	00217223	HACH COMPANY	FERROVER IRON REAGENT 10ML, 10	117.09
P0119256	00217223	HACH COMPANY	SINGLET PH 10.01 BUFFER SOLUTI	74.59
P0119264	00217215	DEPT OF ENTERPRISE SERVICES	RAYMOND	45.29
<i>Org Key: MT3400 - Sewer Collection</i>				
P0119072	00217245	ONE 7 INC.	12' HANDY CLAM, POLES & 8" RIN	1,388.64
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0119217	00217237	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	64.26
<i>Org Key: MT3800 - Storm Drainage</i>				
P0119228	00217270	UNITED RENTALS NORTH AMERICA	MINI EXCAVATOR RENTAL	2,243.84
P0119265	00217215	DEPT OF ENTERPRISE SERVICES	BRIAN H BUSINESS CARDS	45.28
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0119262	00217273	VERIZON WIRELESS	VERIZON JULY 24 - AUG 23 PW	4,319.43
P0119204	00217211	CINTAS CORPORATION #460	2023 PW COVERALL SERVICES	2,652.51
P0119243	00217200	APWA	Member ID: 6920 renewal	1,512.00
P0119216	00217272	UTILITIES UNDERGROUND LOCATION	2023 UTILITY LOCATES	252.84
P0119254	00217213	CRYSTAL AND SIERRA SPRINGS	PW WATER DELIVERY	155.99
P0119265	00217215	DEPT OF ENTERPRISE SERVICES	ALANNA BUSINESS CARDS	45.28
P0116737	00217216	EPSCA	1 RADIO FOR MAINTENANCE	25.25
<i>Org Key: MT4200 - Building Services</i>				
P0119264	00217215	DEPT OF ENTERPRISE SERVICES	SCOTT CIP FAC	45.29
P0119217	00217237	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	13.34
<i>Org Key: MT4210 - Building Landscaping</i>				
P0118700	00217207	BRIGHTHORIZON LAWN CARE	2023-2024 FACILITIES LANDSCAPE	6,754.33
<i>Org Key: MT4270 - ARPA-Asbestos Response</i>				
P0119267	00217246	PACIFIC MOBILE STRUCTURES INC	Term:7/25/2023 - 7/31/2023	4,624.30
P0119269	00217246	PACIFIC MOBILE STRUCTURES INC	Term:8/1/2023 - 8/31/2023	1,463.24
P0119268	00217246	PACIFIC MOBILE STRUCTURES INC	Term:7/27/2023 - 7/31/2023	610.73
P0119266	00217246	PACIFIC MOBILE STRUCTURES INC	Term:8/1/2023 - 8/31/2023	168.73
<i>Org Key: MT4300 - Fleet Services</i>				
P0119209	00217233	MERCER ISLAND CHEVRON	FUEL	13,484.46
P0119239	00217262	SEATTLE BOAT COMPANY	Boat Fuel:	8,895.04
P0119199	00217241	NAPA AUTO PARTS	REPAIR PARTS	1,210.90
P0119192	00217266	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	398.50
P0119257	00217242	NC MACHINERY CO	REPAIR PARTS FOR FL-0478 (HOSE	307.22
P0119255	00217268	TUSCAN ENTERPRISES INC	SUPPLY & INSTALL REPAACEMENT	275.25
P0119198	00217220	GRAINGER	2" BANJO BALL VALVE	82.77
<i>Org Key: MT4450 - Cust Resp - Clearing Acct</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0119265	00217215	DEPT OF ENTERPRISE SERVICES	KYLE HAWKINS BUSINESS CARDS	45.29
P0119265	00217215	DEPT OF ENTERPRISE SERVICES	MALEKO BUSINESS CARDS	45.28
<i>Org Key: MT4501 - Water Administration</i>				
P0119062	00217219	GEMINI GROUP LLC	2022 CCR WATER QUALITY REPORT	8,099.00
<i>Org Key: MT6100 - Park Maintenance</i>				
P0119087	00217235	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	272.93
P0119204	00217211	CINTAS CORPORATION #460	PARKS 2023 COVERALL SERVICE	126.75
P0119197	00217267	TRAFFIC SAFETY SUPPLY	"LOADING AND DROP OFF ZONE NO	46.24
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0119218	00217252	PIONEER MANUFACTURING COMPANY	STARLINE WHITE FIELD PAINT (17	731.52
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0119200	00217278	WRPA	Andrew Cook: WRPA Fall 2023 CP	605.00
<i>Org Key: MT6600 - Park Maint School Fields</i>				
P0119218	00217252	PIONEER MANUFACTURING COMPANY	STARLINE WHITE FIELD PAINT (17	243.84
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0119233	00217221	GREEN LATRINE	Site: Aubrey Davis Park, 2223	395.00
P0119258	00217248	PAYBYPHONE TECHNOLOGIES INC	TRANSACTION FEES - AUG 2023	285.10
P0119224	00217270	UNITED RENTALS NORTH AMERICA	SHORING RENTAL	279.66
P0119087	00217235	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	101.09
<i>Org Key: PA0100 - Open Space Management</i>				
P0119232	00217278	WRPA	Jordan Fischer: 2023 Fall Trai	249.00
<i>Org Key: PA0101 - Recurring Parks Minor Capital</i>				
P0119271	00217270	UNITED RENTALS NORTH AMERICA	MINI EXCAVATOR RENTAL	2,243.84
<i>Org Key: PA0130 - Roanoke Playground Replacement</i>				
P0119261	00217205	BERGER PARTNERSHIP PS, THE	MI PARKS PLANNING JULY 2023	374.90
<i>Org Key: PA0145 - Deanes Pk Playground Repl</i>				
P0119261	00217205	BERGER PARTNERSHIP PS, THE	MI PARKS PLANNING JULY 2023	452.26
<i>Org Key: PA0157 - Master PlanClarke &amp; Groveland</i>				
P0119261	00217205	BERGER PARTNERSHIP PS, THE	MI PARKS PLANNING JULY 2023	1,100.54
<i>Org Key: PO0000 - Police-Revenue</i>				
P0119222	00217276	WASHINGTON STATE PATROL	CPL Background Checks - Invoic	132.50
P0119222	00217276	WASHINGTON STATE PATROL	CPL Background Checks - Invoic	92.75
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0116737	00217216	EPSCA	13 RADIOS FOR EMERGENCY DEPT	328.25
P0119236	00217256	REMOTE SATELLITE SYSTEMS INT'L	EMAC Satellite Phone Service (	69.95
<i>Org Key: PO1650 - Regional Radio Operations</i>				
P0116737	00217216	EPSCA	60 RADIOS FOR POLICE DEPARTMEN	1,515.00
<i>Org Key: PO1700 - Records and Property</i>				
	00217226	JACKSON, TANYA	REIMB: MILEAGE-EVIDENCE TRAINI	343.88
<i>Org Key: PO2100 - Patrol Division</i>				



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0119260	00217215	DEPT OF ENTERPRISE SERVICES	Infraction Book (1.2023) - POL	1,134.93
P0119221	00217206	BIO MANAGEMENT NW	Cleaning of Intake Cell - Invo	302.78
P0119240	00217236	MI HARDWARE - POLICE	Patrol Supplies - Invoice # 14	194.11
<i>Org Key: PO2200 - Marine Patrol</i>				
P0119240	00217236	MI HARDWARE - POLICE	Marine Patrol Supplies -	113.27
P0119229	00217239	MI UTILITY BILLS	AUG 2023 SEAFAIR HYD METER WAT	73.96
<i>Org Key: PO2201 - Dive Team</i>				
P0119238	00217209	BUBBLES BELOW	Dive Team Equipment Repair -	1,052.00
<i>Org Key: PO4300 - Police Training</i>				
P0119241	00217212	CRIMINAL JUSTICE TRAINING COMM	Evidence Room Training - Jacks	100.00
<i>Org Key: PR4100 - Community Center</i>				
P0118700	00217207	BRIGHT HORIZON LAWN CARE	2023-2024 FACILITIES LANDSCAPE	2,665.45
P0119110	00217232	M & EPG	Full Page Ad, Invoice 1276	1,950.75
P0119162	00217265	SICO AMERICA INC	2 steps stairs for Mercer Room	1,615.15
P0119085	00217203	AVI-SPL LLC	2 HDMI replacement transmitter	917.73
P0119157	00217230	LEGEND DATA SYSTEMS INC	2 print cartridges for members	279.65
P0119158	00217275	WASHINGTON FITNESS SERV INC	Semi-annual service of fitness	233.96
<i>Org Key: PR5900 - Summer Celebration</i>				
P0119280	00217202	AT PRODUCTIONS LLC	LUTHER BURBANK FIREWORKS	5,715.29
<i>Org Key: VCP104 - CIP Streets Salaries</i>				
P0119264	00217215	DEPT OF ENTERPRISE SERVICES	GEORGE FLETCHER CIP FAC	45.29
P0119265	00217215	DEPT OF ENTERPRISE SERVICES	TYREL BC	22.65
<i>Org Key: VCP343 - CIP Parks Salaries</i>				
	00217277	WEST, PAUL	REIMB: MILEAGE TACOMA CONV CTR	48.47
P0119264	00217215	DEPT OF ENTERPRISE SERVICES	PAUL WEST	45.29
<i>Org Key: VCP402 - CIP Water Salaries</i>				
P0119265	00217215	DEPT OF ENTERPRISE SERVICES	TYREL BUSINESS CARDS	22.65
<i>Org Key: VCP426 - CIP Sewer Salaries</i>				
P0119264	00217215	DEPT OF ENTERPRISE SERVICES	CHRIS MARKS CIP FAC	45.29
<i>Org Key: WU0102 - SCADA System Replacement-Water</i>				
P0119129	00217254	PREMIER CABLING LLC	Labor attach cellular gateway	4,260.87
<i>Org Key: WU0103 - Water Reservoir Improvements</i>				
P0117582	00217247	PASO ROBLES TANK, INC.	NORTH AND SOUTH RESERVOIR	66,060.00
<i>Org Key: WU0112 - Water System Components Repl</i>				
P0119252	00217222	H D FOWLER	METER BOXES & LIDS	3,639.36
<i>Org Key: WU0117 - Meter Replacement Implementati</i>				
P0115874	00217217	FERGUSON ENTERPRISES LLC	TRANSMITTERS	160,100.55
P0115874	00217217	FERGUSON ENTERPRISES LLC	INSTALLATION OF WATER METERS,	81,614.46
P0115874	00217217	FERGUSON ENTERPRISES LLC	ESTIMATED TAXES AT 10,1%	24,413.22
<i>Org Key: YF1100 - YFS General Services</i>				
	00217240	MONTAGUE, LIANA	REIMB: LMFT/SUDP LIC. RENEWAL	496.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00217274	VISSER, CALEB	REIMB: LICENSE RENEWAL	141.00
Org Key: YF1200 - Thrift Shop				
P0118700	00217207	BRIGHTHORIZON LAWN CARE	2023-2024 FACILITIES LANDSCAPE	1,556.54
	00217231	LUU, MINH	REFUND: BACKGROUND CHECK FEE	36.00
Org Key: YF2100 - School/City Partnership				
	00217274	VISSER, CALEB	REIMB: TRAINING-PUAB	149.00
Org Key: YF2600 - Family Assistance				
P0119277	00217251	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	516.38
P0119277	00217251	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	516.38
P0119279	00217249	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	136.25
P0119279	00217249	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	136.25
P0119278	00217250	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	98.88
P0119278	00217250	PEBBLE @ MIPC, THE	Preschool scholarship for EA c	98.88
Total				586,856.56

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00217199	09/15/2023	AIRGAS USA LLC Oxygen	P0119249	9141397768	08/23/2023	6.01
00217200	09/15/2023	APWA Member ID: 6920 renewal	P0119243	6920: 2023-2024	06/02/2023	1,512.00
00217201	09/15/2023	AQUATIC INFORMATICS INC. 2023 CROSS CONNECTION WEB TEST	P0119253	106008	09/11/2023	419.00
00217202	09/15/2023	AT PRODUCTIONS LLC LUTHER BURBANK FIREWORKS	P0119280	F-00613	07/15/2023	5,715.29
00217203	09/15/2023	AVI-SPL LLC 2 HDMI replacement transmitter	P0119085	2029081	08/25/2023	917.73
00217204	09/15/2023	BELLEVUE, CITY OF 2023 ARCH HTF	P0117837	45266	04/29/2023	35,000.00
00217205	09/15/2023	BERGER PARTNERSHIP PS, THE MI PARKS PLANNING JULY 2023	P0119261	35909	08/09/2023	1,927.70
00217206	09/15/2023	BIO MANAGEMENT NW Cleaning of Intake Cell - Invo	P0119221	7617	04/01/2023	302.78
00217207	09/15/2023	BRIGHT HORIZON LAWN CARE 2023-2024 FACILITIES LANDSCAPE	P0118700	0000750	08/02/2023	10,976.32
00217208	09/15/2023	BRINKS INC AUG 2023 ARMoured TRUCK	P0119227	5926758	08/31/2023	1,576.82
00217209	09/15/2023	BUBBLES BELOW Dive Team Equipment Repair -	P0119238	09112023	09/11/2023	1,052.00
00217210	09/15/2023	CDW GOVERNMENT INC Meraki MDM 5 Additional	P0119127	LQ38481	08/30/2023	30,369.80
00217211	09/15/2023	CINTAS CORPORATION #460 2023 PW COVERALL SERVICES	P0119204	AUG 2023	08/31/2023	2,779.26
00217212	09/15/2023	CRIMINAL JUSTICE TRAINING COMM Evidence Room Training - Jacks	P0119241	201138475	09/06/2023	100.00
00217213	09/15/2023	CRYSTAL AND SIERRA SPRINGS PW WATER DELIVERY	P0119254	14555831090223	09/02/2023	155.99
00217214	09/15/2023	DELL MARKETING L.P. Dell Latitude 5540 Cassidy	P0119084	10694904961	08/28/2023	4,904.21
00217215	09/15/2023	DEPT OF ENTERPRISE SERVICES RAYMOND	P0119264	731124329	06/05/2023	1,587.81
00217216	09/15/2023	EPSCA 44 RADIOS FOR FIRE 2023	P0116737	11262	09/05/2023	2,979.50
00217217	09/15/2023	FERGUSON ENTERPRISES LLC TRANSMITTERS	P0115874	070423-082523	09/05/2023	266,128.23
00217218	09/15/2023	GALLAGHER, ANITA August Legislative Services IN	P0119245	1048	09/01/2023	2,000.00
00217219	09/15/2023	GEMINI GROUP LLC 2022 CCR WATER QUALITY REPORT	P0119062	123-15159	06/16/2023	8,099.00
00217220	09/15/2023	GRAINGER TRANSPORT CHAIN	P0119198	9823416103	08/30/2023	207.40
00217221	09/15/2023	GREEN LATRINE Site: Aubrey Davis Park, 2223	P0119233	I36459	09/01/2023	395.00
00217222	09/15/2023	H D FOWLER PN C2891E X46A FLOW CLEAN STAI	P0119252	I6511484	09/12/2023	4,228.72
00217223	09/15/2023	HACH COMPANY DPD FREE CHLORINE POWDER PILLO	P0119256	13724543	08/31/2023	462.53
00217224	09/15/2023	HOME DEPOT CREDIT SERVICE 18V HACKZALL & GRINDER	P0119223	1102289	09/08/2023	460.22

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00217225	09/15/2023	ISSAQUAH HONDA KUBOTA FW 20 WATE	P0119225	716781	09/08/2023	189.36
00217226	09/15/2023	JACKSON, TANYA REIMB: MILEAGE-EVIDENCE TRAINI		08292023	08/29/2023	343.88
00217227	09/15/2023	KENNEY, JOHN A REIMB: CERT. MUNICIPAL SPECIAL		08282023	08/28/2023	65.00
00217228	09/15/2023	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P0117328	11013941	08/31/2023	1,492.00
00217229	09/15/2023	KROESENS UNIFORM COMPANY Uniform Ops	P0119250	1240	08/12/2023	497.54
00217230	09/15/2023	LEGEND DATA SYSTEMS INC 2 print cartridges for members	P0119157	137970	08/25/2023	279.65
00217231	09/15/2023	LUU, MINH REFUND: BACKGROUND CHECK FEE		09012023	09/01/2023	36.00
00217232	09/15/2023	M & EPG Full Page Ad, Invoice 1276	P0119110	1276	07/14/2023	1,950.75
00217233	09/15/2023	MERCER ISLAND CHEVRON FUEL	P0119209	AUG 2023-FUEL	08/31/2023	13,484.46
00217234	09/15/2023	METROPRESORT AUG 2023 E-SERVICE PORTAL ADMI	P0119226	IN658313	09/07/2023	517.70
00217235	09/15/2023	MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O	P0119087	AUG 2023	08/31/2023	374.02
00217236	09/15/2023	MI HARDWARE - POLICE Patrol Supplies - Invoice # 14	P0119240	AUG 2023	08/31/2023	307.38
00217237	09/15/2023	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O	P0119217	AUG 2023	08/31/2023	87.46
00217238	09/15/2023	MI SCHOOL DISTRICT #400 2023 MI School District for Po	P0116895	SEPT 2023	09/11/2023	27,601.64
00217239	09/15/2023	MI UTILITY BILLS AUG 2023 SEAFAIR HYD METER WAT	P0119229	AUG 2023-SEAFAIR	08/10/2023	73.96
00217240	09/15/2023	MONTAGUE, LIANA REIMB: LMFT/SUDP LIC. RENEWAL		08102023	08/10/2023	496.00
00217241	09/15/2023	NAPA AUTO PARTS REPAIR PARTS	P0119199	AUG 2023	08/31/2023	1,210.90
00217242	09/15/2023	NC MACHINERY CO REPAIR PARTS FOR FL-0478 (HOSE	P0119257	SECS0750162	09/01/2023	307.22
00217243	09/15/2023	Nick Federici August Legislative Services IN	P0119246	000617	08/01/2023	4,000.00
00217244	09/15/2023	OCCUPATIONAL HEALTH CTRS OF WA DOT Physicals INV 80375751	P0119251	80375751	08/30/2023	250.00
00217245	09/15/2023	ONE 7 INC. 12' HANDY CLAM, POLES & 8" RIN	P0119072	2215	08/29/2023	1,388.64
00217246	09/15/2023	PACIFIC MOBILE STRUCTURES INC Term:8/1/2023 - 8/31/2023	P0119268	INV-00319603	07/31/2023	6,867.00
00217247	09/15/2023	PASO ROBLES TANK, INC. NORTH AND SOUTH RESERVOIR	P0117582	070123-083123	08/31/2023	66,060.00
00217248	09/15/2023	PAYBYPHONE TECHNOLOGIES INC TRANSACTION FEES - AUG 2023	P0119258	INVPBP-US314	08/31/2023	285.10
00217249	09/15/2023	PEBBLE @ MIPC, THE Preschool scholarship for EA c	P0119279	██████-10.23	10/01/2023	272.50
00217250	09/15/2023	PEBBLE @ MIPC, THE Preschool scholarship for EA c	P0119278	██████-10.23	10/01/2023	197.76

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00217251	09/15/2023	PEBBLE @ MIPC, THE Preschool scholarship for EA c	P0119277	-10.23	10/01/2023	1,032.76
00217252	09/15/2023	PIONEER MANUFACTURING COMPANY STARLINE WHITE FIELD PAINT (17	P0119218	INV898829	08/31/2023	975.36
00217253	09/15/2023	PITNEY BOWES FOLDING MACHING LEASE INV#3317	P0119263	3317990354	09/09/2023	1,053.76
00217254	09/15/2023	PREMIER CABLING LLC Labor attach cellular gateway	P0119129	1996	09/08/2023	4,260.87
00217255	09/15/2023	PUBLIC SAFETY TESTING INC Police Candidate Testing INV	P0119248	2023-926	09/12/2023	451.00
00217256	09/15/2023	REMOTE SATELLITE SYSTEMS INT'L EMAC Satellite Phone Service (	P0119236	00124734	09/11/2023	69.95
00217257	09/15/2023	RINGEL, MATT REIMB: HOTEL-ESRI CONF		09012023-A	09/01/2023	2,301.83
00217258	09/15/2023	Ringsquared Telecom LLC LONG DISTANCE CALLING AUG 2023	P0119234	IN138675	09/03/2023	87.91
00217259	09/15/2023	RON'S STUMP REMOVAL RETAINAGE INV#11031		11031-RET	05/19/2023	2,362.50
00217260	09/15/2023	S&B INC REPLACEMENT ROSEMOUNT EQUIPMEN	P0119276	26506A	07/25/2023	4,454.65
00217261	09/15/2023	SANBORN, PETER REFUND: OVERPMT ON 00941225603		09052023	09/05/2023	453.95
00217262	09/15/2023	SEATTLE BOAT COMPANY Boat Fuel:	P0119239	BOAT FUEL	09/12/2023	8,895.04
00217263	09/15/2023	SEATTLE PUBLIC UTILITIES JULY 2023 SPU CHARGE FOR RETAI	P0119220	AUG 2023	08/31/2023	29,451.00
00217264	09/15/2023	SETZLER, SHARON Rental FA-7038 completed. Retu	P0119165	AUG 2023	08/31/2023	750.00
00217265	09/15/2023	SICO AMERICA INC 2 steps stairs for Mercer Room	P0119162	3030066	01/01/2023	1,615.15
00217266	09/15/2023	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES	P0119192	267220/3	08/31/2023	398.50
00217267	09/15/2023	TRAFFIC SAFETY SUPPLY "72ND PL SE (ARROW)" STREET SI	P0119197	INV062868	09/05/2023	130.29
00217268	09/15/2023	TUSCAN ENTERPRISES INC SUPPLY & INSTALL REPACEMENT	P0119255	289697	09/08/2023	275.25
00217269	09/15/2023	TYLER TECHNOLOGIES INC License Fees Tyler Munis Finan	P0116068	045-435235	08/23/2023	1,600.00
00217270	09/15/2023	UNITED RENTALS NORTH AMERICA MINI EXCAVATOR RENTAL	P0119271	218193564-006	09/12/2023	4,767.34
00217271	09/15/2023	USABlueBook DECHLORINATION MAT, 3 TABLET P	P0119270	INV00123232	09/01/2023	176.80
00217272	09/15/2023	UTILITIES UNDERGROUND LOCATION 2023 UTILITY LOCATES	P0119216	3080185	08/31/2023	252.84
00217273	09/15/2023	VERIZON WIRELESS VERIZON JULY 24 - AUG 23	P0119262	9942716696	08/23/2023	6,488.89
00217274	09/15/2023	VISSER, CALEB REIMB: LICENSE RENEWAL		08312023	08/31/2023	290.00
00217275	09/15/2023	WASHINGTON FITNESS SERV INC Semi-annual service of fitness	P0119158	W18343	06/02/2023	233.96
00217276	09/15/2023	WASHINGTON STATE PATROL CPL Background Checks - Invoice	P0119222	I2400267	08/01/2023	225.25

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00217277	09/15/2023	WEST, PAUL		08312023	08/31/2023	48.47
		REIMB: MILEAGE TACOMA CONV CTR				
00217278	09/15/2023	WRPA	P0119232	8869	08/30/2023	854.00
		Andrew Cook: WRPA Fall 2023 CP				
					Total	586,856.56

## 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>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	217279-217330	9/22/2023	\$258,715.00
			\$258,715.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 001000 - General Fund-Admin Key</b>				
	00217289	CONRAD, SWEENEY	REFUND: OVERPMT ON B&O 150367	540.19
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
	00217310	KRIVANEC, KAY & KENNETH	REFUND: OVERPMT ON 00413128004	858.63
P0119298	00217298	GRAINGER	INVENTORY PURCHASES	917.35
P0119298	00217298	GRAINGER	INVENTORY PURCHASES	518.39
	00217319	RIPLEY, MARGARET & STEVE	REFUND: OVERPMT ON 007741390	353.31
P0119298	00217298	GRAINGER	INVENTORY PURCHASES	317.62
	00217322	SNOW, BETTE	REFUND: OVERPMT ON 002636400	196.04
	00217290	CRISTINA STIEVANO &	REFUND: OVERPMT ON 0108009401	86.21
	00217315	PEARSON, THOMAS	REFUND: OVERPMT ON 007433200	23.18
<b>Org Key: 814074 - Garnishments</b>				
	00217286	CHAPTER 13 TRUSTEE	PR EARLY WARRANTS 09.22.2023	572.00
<b>Org Key: 814075 - Mercer Island Emp Association</b>				
	00217313	MI EMPLOYEES ASSOC	PR EARLY WARRANTS 09.22.2023	212.50
<b>Org Key: 814076 - City &amp; Counties Local 21M</b>				
	00217329	WSCCCE AFSCME AFL-CIO	PR EARLY WARRANTS 09.22.2023	2,902.25
<b>Org Key: 814077 - Police Association</b>				
	00217317	POLICE ASSOCIATION	PR EARLY WARRANTS 09.22.2023	2,413.52
<b>Org Key: AS1100 - Administrative Services</b>				
P0119237	00217292	DELL MARKETING L.P.	Dell WD22TB4 Dock	284.87
<b>Org Key: CA1100 - Administration (CA)</b>				
P0119307	00217306	Inslee Best Doezie & Ryder	Invoice #404303 Professional	32.50
<b>Org Key: DS1100 - Administration (DS)</b>				
P0119290	00217283	BELLEVUE, CITY OF	Q3 2023 MBP Subscription	11,805.61
P0119287	00217293	ESA	Wellman Demo-Rebuild Peer Revi	342.00
P0119321	00217323	SOUND PUBLISHING INC	NTC 2730216 2024C Annual Docke	202.83
<b>Org Key: FN2100 - Data Processing</b>				
P0119281	00217320	SAGE SOFTWARE INC	Renewal Sage Fixed Assets	2,210.81
<b>Org Key: FN4501 - Utility Billing (Water)</b>				
P0119291	00217312	METROPRESORT	AUG 2023 PRINTING & MAILING OF	79.40
P0119291	00217312	METROPRESORT	AUG 2023 PRINTING & MAILING OF	59.89
	00217299	HARVEY, OLIVIA	REIMB: MISC WORK CLOTHES	32.82
<b>Org Key: FN4502 - Utility Billing (Sewer)</b>				
P0119291	00217312	METROPRESORT	AUG 2023 PRINTING & MAILING OF	79.40
P0119291	00217312	METROPRESORT	AUG 2023 PRINTING & MAILING OF	59.89
	00217299	HARVEY, OLIVIA	REIMB: MISC WORK CLOTHES	32.83
<b>Org Key: FN4503 - Utility Billing (Storm)</b>				
P0119291	00217312	METROPRESORT	AUG 2023 PRINTING & MAILING OF	79.40
P0119291	00217312	METROPRESORT	AUG 2023 PRINTING & MAILING OF	59.89
<b>Org Key: FR1100 - Administration (FR)</b>				
P0119305	00217328	SYSTEMS DESIGN WEST LLC	transport billing	3,182.46



**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0119320	00217291	CULLIGAN SEATTLE WA	Bottled water service	236.79
<i>Org Key: FR1200 - Fire Marshal</i>				
	00217302	HICKS, JEROMY	REIMB:FIRE CHIEFS CONF-PERDIEM	250.00
<i>Org Key: FR4100 - Training</i>				
P0119306	00217287	COLUMBIA TOWING	Tow for Toyota 4Runner	550.50
P0119306	00217287	COLUMBIA TOWING	Tow for Acura	550.50
P0119306	00217287	COLUMBIA TOWING	Tow for Honda Odyssey	550.50
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0119309	00217309	KELLEY IMAGING SYSTEMS	Copier Service Fees Aug 2023	1,112.84
P0119310	00217330	Xerox Financial Services	Copier Lease Fees Sep 2023 INV	1,031.64
P0119300	00217316	PITNEY BOWES INC	POSTAGE MACHINE LEASE	442.32
<i>Org Key: GGM100 - Emerg Incident Response</i>				
P0119308	00217300	HEARTLAND LLC	Invoice #1352Aug2023 Professio	7,207.50
<i>Org Key: IGMA02 - Alcoholism Program</i>				
P0119322	00217307	KC FINANCE	RCW 66.08 – 2% of Liquor Pro	1,942.63
P0119322	00217307	KC FINANCE	RCW 66.08 – 2% of Liquor Pro	1,938.20
P0119322	00217307	KC FINANCE	RCW 66.08 – 2% of Liquor Pro	1,854.30
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0119283	00217318	Quickstart Learning Inc.	Quickstart Master Subscription	5,996.00
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0117580	00217279	AA ASPHALTING INC	RIGHT OF WAY ASPHALT & CONCRET	26,919.00
P0117580	00217279	AA ASPHALTING INC	RIGHT OF WAY ASPHALT & CONCRET	2,592.00
P0117580	00217279	AA ASPHALTING INC	RIGHT OF WAY ASPHALT & CONCRET	378.00
<i>Org Key: MT3150 - Water Quality Event</i>				
	00217284	BOROVINA, RAYMOND	REIMB: ICE FOR UCMRS SAMPLING	6.00
<i>Org Key: MT3300 - Water Associated Costs</i>				
	00217294	FELIX, JIM	REIMB: MISC WORK CLOTHES	201.38
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0118943	00217298	GRAINGER	UL CLASS CC FUSE, FAST ACTING,	159.86
P0119285	00217303	HOME DEPOT CREDIT SERVICE	BUG STOP ACCUSHOT SPRAYER	17.58
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
	00217311	LOVELL, MARCUS	REIMB: MISC WORK CLOTHES	87.58
<i>Org Key: MT3800 - Storm Drainage</i>				
P0119304	00217280	AM TEST INC	FY 2024 WATER QUALITY PROGRAM	22,092.00
P0119302	00217301	HERRERA ENVIRONMENTAL CONSULT	City of Mercer Island Stormwat	2,071.36
P0119301	00217301	HERRERA ENVIRONMENTAL CONSULT	City of Mercer Island Stormwat	1,356.75
P0119303	00217280	AM TEST INC	OIL & GREASE ANALYSIS 8/25/23	110.00
P0119321	00217323	SOUND PUBLISHING INC	NTC 2730891 NOPH Stormwater 23	83.22
P0119289	00217298	GRAINGER	HANDLE ASSEMBLY	7.48
<i>Org Key: MT4300 - Fleet Services</i>				
P0119292	00217314	NELSON PETROLEUM	2023 DIESEL DELIVERY	3,409.18
P0119286	00217281	AMERIGAS-1400	2023 PROPANE DELIVERY	1,600.19

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT4420 - Transportation Planner Eng</i>				
P0118253	00217305	IDAX DATA SOULTIONS	IDAX On-Call Traffic Data	1,890.00
P0119321	00217323	SOUND PUBLISHING INC	NTC 2730426 Town Center Parkin	75.45
<i>Org Key: MT4450 - Cust Resp - Clearing Acct</i>				
P0119288	00217324	SOUND SAFETY PRODUCTS	SAFETY BOOTS & MISC. WORK CLOT	536.03
<i>Org Key: MT6100 - Park Maintenance</i>				
P0119296	00217304	HORIZON	IRRIGATION FITTINGS & BATTERY	220.19
P0119296	00217304	HORIZON	IRRIGATION FITTINGS & BATTERY	102.99
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0119297	00217304	HORIZON	IRRIGATION FITTINGS & WIRE STR	175.68
<i>Org Key: PA0165 - Bike Skills Area</i>				
P0118509	00217327	STATION10 ENGINEERING PPLC	Bike Skills Area (BSA) Stormwa	1,443.75
<i>Org Key: SU0108 - Comprehensive Pipeline R&amp;R Pro</i>				
P0119153	00217325	STAHELI TRENCHLESS CONSULTANTS	Basin 40 CIPP Sewer Lining Pro	1,970.00
<i>Org Key: SU0170 - ARPA - Sewer Pipe Upsize</i>				
P0114350	00217326	Staheli Trenchless Consultants	21-48 Sewer Pipe Replacements	3,230.00
<i>Org Key: VCP402 - CIP Water Salaries</i>				
	00217295	FLETCHER, GEORGE	REIMB: PM MEMBERSHIP AND CERT	151.09
<i>Org Key: WU0100 - Emergency Water System Repairs</i>				
P0118703	00217288	CONFLUENCE ENGINEERING GRP LLC	Water System Reliability Actio	26,820.00
<i>Org Key: WU0106 - Madrona Crest East Addition Wa</i>				
P0114993	00217296	FURY SITE WORKS INC	2022 WATER SYSTEM IMPROVEMENTS	81,529.21
<i>Org Key: WU0175 - ARPA-PRV Replacement Design</i>				
P0114151	00217285	CAROLLO ENGINEERS INC	Risk and Resilience Assessment	24,054.75
<i>Org Key: YF2600 - Family Assistance</i>				
P0119336	00217282	ESSEX PORTFOLIO L.P.	Rental assistance for EA clien	2,000.00
P0119335	00217321	SHOREWOOD #14885	Rental assistance for EA clien	559.77
P0119337	00217297	Grace's Place	Rental assistance for EA clien	387.00
P0119338	00217308	KC HOUSING AUTHORITY	Rental assistance for EA clien	358.00
Total				<u>258,715.00</u>

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00217279	09/22/2023	AA ASPHALTING INC RIGHT OF WAY ASPHALT & CONCRET	P0117580	146079	08/31/2023	29,889.00
00217280	09/22/2023	AM TEST INC OIL & GREASE ANALYSIS 8/25/23	P0119304	24-WAR045528-1	08/22/2023	22,202.00
00217281	09/22/2023	AMERIGAS-1400 2023 PROPANE DELIVERY	P0119286	3154579964	09/07/2023	1,600.19
00217282	09/22/2023	ESSEX PORTFOLIO L.P. Rental assistance for EA clien	P0119336	091923	09/19/2023	2,000.00
00217283	09/22/2023	BELLEVUE, CITY OF Q3 2023 MBP Subscription	P0119290	46802	09/08/2023	11,805.61
00217284	09/22/2023	BOROVINA, RAYMOND REIMB: ICE FOR UCMRS SAMPLING		09132023	09/13/2023	6.00
00217285	09/22/2023	CAROLLO ENGINEERS INC Risk and Resilience Assessment	P0114151	FB39972	08/09/2023	24,054.75
00217286	09/22/2023	CHAPTER 13 TRUSTEE PR EARLY WARRANTS 09.22.2023		PR 09.22.2023	09/22/2023	572.00
00217287	09/22/2023	COLUMBIA TOWING Tow for Toyota 4Runner	P0119306	09142023	09/14/2023	1,651.50
00217288	09/22/2023	CONFLUENCE ENGINEERING GRP LLC Water System Reliability Actio	P0118703	03-0823MIWSRAP	08/31/2023	26,820.00
00217289	09/22/2023	CONRAD, SWEENEY REFUND: OVERPMT ON B&O 150367		09142023	09/14/2023	540.19
00217290	09/22/2023	CRISTINA STIEVANO & REFUND: OVERPMT ON 0108009401		09142023	09/14/2023	86.21
00217291	09/22/2023	CULLIGAN SEATTLE WA Bottled water service	P0119320	0765468	08/31/2023	236.79
00217292	09/22/2023	DELL MARKETING L.P. Dell WD22TB4 Dock	P0119237	10698766737	09/15/2023	284.87
00217293	09/22/2023	ESA Wellman Demo-Rebuild Peer Revi	P0119287	188157	09/08/2023	342.00
00217294	09/22/2023	FELIX, JIM REIMB: MISC WORK CLOTHES		09122023	09/13/2023	201.38
00217295	09/22/2023	FLETCHER, GEORGE REIMB: PM MEMBERSHIP AND CERT		09112023	09/11/2023	151.09
00217296	09/22/2023	FURY SITE WORKS INC 2022 WATER SYSTEM IMPROVEMENTS	P0114993	040123-053123	08/31/2023	81,529.21
00217297	09/22/2023	Grace's Place Rental assistance for EA clien	P0119337	091923	09/19/2023	387.00
00217298	09/22/2023	GRAINGER INVENTORY PURCHASES	P0119289	9833698708	09/11/2023	1,920.70
00217299	09/22/2023	HARVEY, OLIVIA REIMB: MISC WORK CLOTHES		09212023	09/21/2023	65.65
00217300	09/22/2023	HEARTLAND LLC Invoice #1352Aug2023 Professio	P0119308	1352AUG2023	09/11/2023	7,207.50
00217301	09/22/2023	HERRERA ENVIRONMENTAL CONSULT City of Mercer Island Stormwat	P0119301	54139	07/21/2023	3,428.11
00217302	09/22/2023	HICKS, JEROMY REIMB:FIRE CHIEFS CONF-PERDIEM		09202023	09/20/2023	250.00
00217303	09/22/2023	HOME DEPOT CREDIT SERVICE BUG STOP ACCUSHOT SPRAYER	P0119285	5614285	09/14/2023	17.58
00217304	09/22/2023	HORIZON IRRIGATION FITTINGS & BATTERY	P0119297	3M490216	09/07/2023	498.86

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00217305	09/22/2023	IDAX DATA SOULTIONS IDAX On-Call Traffic Data	P0118253	INV-0003741	08/31/2023	1,890.00
00217306	09/22/2023	Inslee Best Doezie & Ryder Invoice #404303 Professional	P0119307	404303	09/12/2023	32.50
00217307	09/22/2023	KC FINANCE RCW 66.08 – 2% of Liquor Pro	P0119322	2150235	09/13/2023	5,735.13
00217308	09/22/2023	KC HOUSING AUTHORITY Rental assistance for EA clien	P0119338	092023	09/20/2023	358.00
00217309	09/22/2023	KELLEY IMAGING SYSTEMS Copier Service Fees Aug 2023	P0119309	IN1423665	09/18/2023	1,112.84
00217310	09/22/2023	KRIVANEC, KAY & KENNETH REFUND: OVERPMT ON 00413128004		09142023	09/14/2023	858.63
00217311	09/22/2023	LOVELL, MARCUS REIMB: MISC WORK CLOTHES		09112023	09/11/2023	87.58
00217312	09/22/2023	METROPRESORT AUG 2023 PRINTING & MAILING OF	P0119291	IN658969	09/13/2023	417.87
00217313	09/22/2023	MI EMPLOYEES ASSOC PR EARLY WARRANTS 09.22.2023		PR 09.22.2023	09/22/2023	212.50
00217314	09/22/2023	NELSON PETROLEUM 2023 DIESEL DELIVERY	P0119292	0844428-IN	09/11/2023	3,409.18
00217315	09/22/2023	PEARSON, THOMAS REFUND: OVERPMT ON 007433200		09142023	09/14/2023	23.18
00217316	09/22/2023	PITNEY BOWES INC POSTAGE MACHINE LEASE	P0119300	1023897704	09/15/2023	442.32
00217317	09/22/2023	POLICE ASSOCIATION PR EARLY WARRANTS 09.22.2023		PR 09.22.2023	09/22/2023	2,413.52
00217318	09/22/2023	Quickstart Learning Inc. Quickstart Master Subscription	P0119283	87070	09/12/2023	5,996.00
00217319	09/22/2023	RIPLEY, MARGARET & STEVE REFUND: OVERPMT ON 007741390		09142023	09/14/2023	353.31
00217320	09/22/2023	SAGE SOFTWARE INC Renewal Sage Fixed Assets	P0119281	912114257	09/15/2023	2,210.81
00217321	09/22/2023	SHOREWOOD #14885 Rental assistance for EA clien	P0119335	091523	09/15/2023	559.77
00217322	09/22/2023	SNOW, BETTE REFUND: OVERPMT ON 002636400		09142023	09/14/2023	196.04
00217323	09/22/2023	SOUND PUBLISHING INC NTC 2730216 2024C Annual Docke	P0119321	8112171	08/31/2023	361.50
00217324	09/22/2023	SOUND SAFETY PRODUCTS SAFETY BOOTS & MISC. WORK CLOT	P0119288	267901/3	09/15/2023	536.03
00217325	09/22/2023	STAHELI TRENCHLESS CONSULTANTS Basin 40 CIPP Sewer Lining Pro	P0119153	23-177	09/08/2023	1,970.00
00217326	09/22/2023	Staheli Trenchless Consultants 21-48 Sewer Pipe Replacements	P0114350	23-176	09/08/2023	3,230.00
00217327	09/22/2023	STATION10 ENGINEERING PPLC Bike Skills Area (BSA) Stormwa	P0118509	1321	09/12/2023	1,443.75
00217328	09/22/2023	SYSTEMS DESIGN WEST LLC transport billing	P0119305	20231781	09/13/2023	3,182.46
00217329	09/22/2023	WSCCCE AFSCME AFL-CIO PR EARLY WARRANTS 09.22.2023		PR 09.22.2023	09/22/2023	2,902.25
00217330	09/22/2023	Xerox Financial Services Copier Lease Fees Sep 2023 INV	P0119310	4752788	09/11/2023	1,031.64

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
Total						258,715.00



# CITY COUNCIL MINUTES REGULAR HYBRID MEETING SEPTEMBER 19, 2023

Item 3.

## CALL TO ORDER & ROLL CALL

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

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

**Approve the agenda.**

PASSED: 6-0

FOR: 6 (Anderl, Nice, Reynolds, Rosenbaum, Weiker, and Weinberg)

***Note:** Councilmember Jacobson experienced technical difficulties and was unable to vote on the Agenda Approval)*

## SPECIAL BUSINESS

### AB 6330: Stationary Automatic License Plate Reader (ALPR) Cameras Briefing

Police Chief Ed Holmes discussed the purpose of the presentation on stationary Automatic License Plate Reader (ALPR) cameras to learn more about the ALPR cameras system for possible future consideration.

Sergeant Schroeder presented an overview of stationary camera systems, how they could be used in the region to help reduce crime and discussed how the data captured is subject to public records requests.

Kristen MacLeod from Flock Camera System presented information on license plate reading technology.

Council asked questions of staff and Ms. MacLeod.

## CITY MANAGER REPORT

City Manager Jessi Bon reported on the following items:

- **City Hall Closure:** Staff will provide an update at the October 3 Council Meeting, continuing upgrades at MICEC for hybrid Council meetings, City Hall has been winterized, long-term planning continues regarding replacement of City Hall.
- **Council, Boards & Commission Meetings:** Upcoming City Council hybrid meeting on October 3 and Parks & Recreation Commission on September 27.
- **City Services Updates:** 2024 Comprehensive Plan and Development Code Amendments Docket timeline, 2024 Comprehensive Plan Periodic Update, I-90 ramp litter clean-up grant, CCTV camera pipe condition inspections on SE 59<sup>th</sup> Street, Sunset Highway corridor landscaping, irrigation system repairs on the North Mercer Way overpass, In-depth HVAC maintenance and system assessments at Luther Burbank Building and Fire Stations, parking changes at Luther Burbank south lot.

- **Upcoming Events:** Bloodworks Northwest hosting a blood drive at MICEC on September 25 & 26, YFS Fentanyl Awareness Presentation on October 4 at 7:00 pm at MICEC, Arbor Day Event on October 21 at Luther Burbank Park
- **News:** The City hosted 54 volunteer events in the parks with 629 volunteers who completed over 1,400 hours of work, Swim Across America returned to Luther Burbank Park for their Seattle Open Water Swim more than 340 participants and raised over \$500,000 to benefit the Fred Hutch Cancer Center.

## APPEARANCES

Jan Molinaro, Mayor of Enumclaw, spoke about the Sound Cities Association.

Gardner Morelli, Mercer Island, spoke in support of Ordinance No. 23C-15 regarding Shoreline Master Program amendments.

## CONSENT AGENDA

### AB 6331: September 8, 2023 Payroll Certification

**Recommended Action:** Approve the September 8, 2023 Payroll Certification in the amount of \$1,061,724.25 and authorize the Mayor to sign the certification on behalf of the entire City Council.

#### Certification of Claims:

**A. Check Register | 216450-216560 | 9/1/2023 | \$624,802.04**

**B. Check Register | 216561-216608 | 9/8/2023 | \$550,479.44**

**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 September 5, 2023 Special Hybrid Meeting.

**Recommended Action:** Approve the minutes of the September 5, 2023 Special Hybrid Meeting.

### AB 6325: Expressing Support for the King County Re+ Program (Resolution No. 1648)

**Recommended Action:** Adopt Resolution No. 1648 expressing the City of Mercer Island's support for King County's Re+ program and authorize the City Manager to sign King County's Re+ Pledge.

### AB 6334: Interlocal Agreement for Jail Services with South Correctional Entity (SCORE)

**Recommended Action:** Authorize the City Manager to execute the amendment to the Interlocal Agreement with SCORE as substantially shown in Exhibit 1 to AB 6334.

### AB 6335: MICEC Slater Room Meeting Room Upgrade

**Recommended Action:** Appropriate \$82,000 from the ARPA Fund to upgrade the MICEC Slater Room Audio-Visual capabilities and purchase other equipment for public meeting use.

### AB 6339: WSDOT Local Agency Agreement - Highway Safety Improvement Program Grant for Traffic Signal Safety Improvements

**Recommended Action:** Approve Resolution No. 1649, authorizing the City Manager to execute the grant agreements with WSDOT and proceed with design and construction of the Traffic Signals Safety Improvements project.

### AB 6342: Revised 2022-2024 AFSCME Collective Bargaining Agreement

**Recommended Action:** Authorize the City Manager to sign the Revised AFSCME Collective Bargaining Agreement for the period of January 1, 2022 thru December 31, 2024, substantially as set forth in Exhibit 1 to AB 6342, provided that the same is ratified by the Union.

#### **AB 6344: First Amendment to Agreement with Kirkland for Court Facility Use**

**Recommended Action:**

1. Ratify the Agreement for Temporary, Emergency Use of Court Facility with the City of Kirkland attached as Exhibit 1.
2. Authorize the City Manager to execute the First Amendment to the Agreement Temporary, Emergency Use of Court Facility with the City of Kirkland substantially as set forth in Exhibit 2 to AB 6344.

It was moved by Jacobson; seconded by Weinber to:

**Approve the Consent Agenda as presented, and the recommended actions contained therein.**

PASSED: 7-0

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

#### **REGULAR BUSINESS**

##### **AB 6336: Public Hearing on Draft Town Center Parking Study**

Mayor Nice opened the Public Hearing at 6:28 pm.

Kian Bradley (Mercer Island) spoke in support of the Town Center Parking Study.

Mayor Nice closed the Public Hearing at 6:31 pm.

CIP Project Manager Sarah Bluvas presented the timeline and next steps for the Town Center Parking Study. Council asked questions regarding the study.

##### **AB 6346: Reconstitute the City Council Finance Ad-Hoc Committee**

Chief of Administration Ali Spietz spoke about the purpose of reconstituting the City Council Finance Ad-Hoc Committee to review and evaluate the Cost Allocation Plan and the Classification and Compensation Policy.

It was moved by Jacobson; seconded by Anderl to:

**Reconstitute City Council Finance Ad Hoc Committee to review and evaluate the Cost Allocation Plan and Compensation Policy and appoint Mayor Nice, Councilmember Reynolds, and Councilmember Weiker to serve on the Committee.**

PASSED: 7-0

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

##### **AB 6337: MIYFS Foundation Funding Acceptance Agreement**

Chief of Administration Ali Spietz presented a four-year funding agreement with the Mercer Island Youth and Family Services Foundation for increased financial support for the Youth and Family Services Department.

It was moved by Weinberg; seconded by Jacobson to:

**Accept the increased annual donation of \$515,000 from the Mercer Island Youth and Family Services Foundation for 2023 through 2026 and authorize the City Manager to sign the Funding Acceptance Agreement memorializing the donation, substantially as set forth in Exhibit 1 to AB 6337.**

PASSED: 7-0

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

It was moved by Rosenbaum; seconded by Anderl to:

**Appropriate \$100,000 in 2024 to continue funding the second Mental Health Counselor position at**



**the Middle School.**

PASSED: 7-0

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

City Council was in recess from 6:51-7:00 pm.

#### **AB 6340: Shoreline Master Program Amendments (Ordinance No. 23C-15 First Reading)**

CPD Director Jeff Thomas presented the proposed amendments to the Shoreline Master Program contained within Ordinance No. 23C-15. He discussed the process the amendment has gone through with the Planning Commission and the Department of Ecology.

Planner Molly McGuire discussed the joint review process with the Department of Ecology (Ecology) and spoke about the Determination of Consistency that was received from Ecology in August 2023. She noted that the amendments will go back to Ecology for final approval once the ordinance is approved by Council.

Council asked questions of staff and Planning Commission Chair Michael Murphy.

Planner McGuire presented four additional amendments to the Shoreline Master Program to be included in the second reading of the ordinance.

Council discussed the amendments and asked questions of staff.

It was moved by Jacobson; seconded by Reynolds to:

**Move to set Ordinance No. 23C-15, including staff recommended amendments as discussed, for second reading and adoption at the October 3, 2023, City Council meeting.**

PASSED: 7-0

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

#### **OTHER BUSINESS**

##### **Planning Schedule**

City Manager Jessi Bon spoke about the October 3 and November 7 Council meetings.

##### **Councilmember Absences and Reports**

Councilmember Anderl spoke about the Coffee with a Cop event on September 16.

Councilmember Jacobson spoke about the Utility Board meeting and their review of water reliability, utility rates for water and sewer, and potential increases for solid waste.

Councilmember Reynolds noted that there is a K4C elected officials work session on October 12. He also offered congratulations to the MIHS National Merit Scholars.

#### **EXECUTIVE SESSION**

At 7:40 pm, Mayor Nice convened an Executive Session via Microsoft Teams. The Executive Session was to discuss with legal counsel litigation or potential litigation pursuant to RCW 42.30.110(1)(i).

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

Mayor Nice adjourned the Executive Session at 8:40 pm.

#### **ADJOURNMENT**

The Regular Hybrid Council Meeting adjourned at 8:40 pm.

Attest:

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Salim Nice, Mayor

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Andrea Larson, City Clerk



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6348**  
**October 3, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6348: Arbor Day Proclamation No. 317	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Proclaim the third Saturday in October as Arbor Day on Mercer Island.	<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>	Alaine Sommargren, Deputy Public Works Director Andrew Prince, Urban Forestry Project Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Proclamation No. 317
<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 proclaim the third Saturday in October as Arbor Day on Mercer Island (see Exhibit 1).

### BACKGROUND

The Tree City USA program serves to recognize a community's commitment to caring for its urban forests – a designation which more than 3,500 communities nationwide have attained since the program's creation in 1976. The City of Mercer Island first joined this program in 2017, and the Arbor Day proclamation is an annual requirement for renewing this designation.

### ISSUE/DISCUSSION

In addition to showcasing the many ways the City of Mercer Island values and supports a robust urban forest management program, maintaining active Tree City USA status also makes the City eligible for certain urban forestry grant programs. To qualify for this program, four core standards of sound urban forestry management must be met:

1. Maintaining a tree board or department,
2. Adopting a tree care ordinance,

3. An annual budget of at least \$2 per capita dedicated to community forestry, and
4. An annual Arbor Day observance and proclamation.

The City of Mercer Island currently meets these criteria in the following ways:

- Urban forestry programs are well-established within the Parks and Right-of-Way divisions of the Public Works Department and include extensive tree planting and systematic tree assessments along the City's park, open space, and arterial boundaries. This work is supported by five staff ISA-certified arborists.
- The tree chapter of the Mercer Island Municipal Code (MICC 19.10) demonstrates the City's ongoing commitment to protecting and enhancing this vital natural resource.
- Calculations of expenditure on all aspects of tree care indicate that the City has continued to exceed the per capita requirement by over tenfold in 2023. These expenditures include all plant materials, installation, maintenance, and risk management, as well as ongoing training for staff arborists.

This proclamation, designating the third Saturday in October as Arbor Day in the City of Mercer Island, fulfills the final requirement needed to maintain Tree City USA qualification for the seventh year running. Further, the annual Arbor Day celebration creates a platform from which the City of Mercer Island can celebrate its triumphs, raise awareness of the challenges facing its urban tree canopy, and educate citizens on ways in which they can contribute to a healthy urban forest.

The 2023 Arbor Day celebration will be held on Saturday, October 21 from 10am to 1pm in Luther Burbank Park adjacent to the newly constructed south shoreline trail. This planting will enhance shoreline habitat, promote tree planting in the community, recognize our community volunteers, and encourage citizens of all ages to be good forest stewards in Mercer Island's parks and their own backyards. City staff will launch a social media Countdown to Arbor Day including Facebook and Instagram posts that highlight the City's efforts to improve the health of Mercer Island's urban forests and share ideas of how residents can contribute on their own properties.

## RECOMMENDED ACTION

Proclaim the third Saturday in October as Arbor Day in the City of Mercer Island.



# City of Mercer Island, Washington ***Proclamation***

**WHEREAS**, protecting, planting, and maintaining trees are key community values expressed in the Mercer Island comprehensive plan and Climate Action Plan, The City recognizes that trees contribute to the residential character on Mercer Island, providing health benefits, ecological services, and natural beauty to our neighborhoods. Trees play a vital role in the stabilization of geologically hazardous areas, improve surface water quality and control, benefit Lake Washington, and reduce noise and air pollution.

Arbor Day, a world-wide observance that encourages tree planting and care, is one of many ways the City of Mercer Island and its residents declare their commitment to fostering healthy, resilient urban forests and street trees vital to the community's present and future welfare.

**NOW, THEREFORE**, I, Salim Nice, Mayor of the City of Mercer Island, do hereby proclaim the third Saturday in October as

## **ARBOR DAY**

in the City of Mercer Island and urge all citizens to support efforts to protect and nurture our trees and urban forests not just for the beauty they offer but for the benefits they provide our residents, community, and environment.

**APPROVED**, this 3rd day of October 2023

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Mayor Salim Nice

Proclamation No. 317





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6349**  
**October 5, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6349: Domestic Violence Action Month, Proclamation No. 318	<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>	Proclaim October 2023 as Domestic Violence Action Month on Mercer Island.	

<b>DEPARTMENT:</b>	Youth and Family Services
<b>STAFF:</b>	Mayor Salim Nice Derek Franklin, YFS Administrator
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Proclamation No. 318
<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 proclaim October 2023 as Domestic Violence Action Month on Mercer Island (Exhibit 1).

### ISSUE/DISCUSSION

Each October, Domestic Violence Action Month is recognized nationally and highlights the importance of preventing domestic violence through awareness, direct action, and support for survivors.

More prevalent than most realize, one in four women and one in seven men will experience domestic violence in their lifetimes. Domestic violence is defined as the willful intimidation, physical assault, battery, sexual assault, or other abusive behavior as part of a systemic pattern of power and control perpetrated by one intimate partner against another. It can include physical violence, sexual violence, threats, economic and emotional/psychological abuse. On average, nearly 20 people per minute are physically abused by an intimate partner in the United States. On a typical day, more than 20,000 phone calls are placed to domestic violence hotlines nationwide.

Mercer Island is not immune to the epidemic of domestic violence, and the impact it has on individuals, families, and communities. The City's Youth and Family Services department provides counseling, assessment, and referral for those experiencing domestic violence and for survivors. Regional partner Lifewire is an

additional resource available to Mercer Island residents for victim advocacy, safety planning, and 24-hour crisis response.

Anyone concerned about one's own relationship or experiencing abuse at home, free and confidential help is available at Lifewire's 24-Hour Helpline at 425-746-1940 or 1-800-827-8840. Mercer Island residents impacted by domestic violence can also contact the Youth and Family Services confidential Intake Line at 206-275-7657 for assistance.

## **RECOMMENDED ACTION**

Proclaim October 2023 as Domestic Violence Action Month on Mercer Island.



# City of Mercer Island, Washington *Proclamation*

**WHEREAS**, each year, in October, advocates, survivors, and supporters recognize October as Domestic Violence Awareness Month.

More prevalent than most realize, one in four women and one in seven men will experience domestic violence in their lifetimes. Anyone, regardless of gender, race, sexual identity or orientation, or socio-economic status, can be a victim of domestic violence. The 2023 campaign theme, #Every1KnowsSome1, highlights how common domestic violence is and that it is more than physical violence.

More than 20,000 calls are placed to domestic violence hotlines nationwide each day, and the impact of domestic violence is felt not only by individuals and families, but by communities and the nation as a whole.

The City's Youth and Family Services department provides services to help mitigate the devastating impact of domestic violence on survivors, children, families, and the community. Education, prevention, and intervention efforts are imperative to not only protect victims, but also to increase public awareness of the severity and extent of domestic violence.

Mercer Island joins with others across the state of Washington and nationwide in supporting domestic violence victims and survivors, and the advocates and organizations that serve them.

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

## **DOMESTIC VIOLENCE AWARENESS MONTH**

and call upon the people of Mercer Island to speak out against domestic violence and support efforts to prevent and end domestic abuse.

**APPROVED**, this 3rd day of October 2023



**CITY OF MERCER ISLAND  
YOUTH & FAMILY SERVICES**



Mayor Salim Nice

Proclamation No. 318





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6345**  
**October 3, 2023**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6345: 2023-2024 Work Plan Update	<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>	No action necessary. Receive report.	

<b>DEPARTMENT:</b>	City Manager
<b>STAFF:</b>	Jessi Bon, City Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. 2023-2024 Work Plan Matrix 2. 2023-2024 Biennial Budget Work Plans by Department
<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 item is to provide a written update to the City Council on the status of major work items from the 2023-2024 Biennial Budget (see Exhibit 1).

### BACKGROUND

As part of the year-long process leading up to the adoption of the biennial budget, staff work with the City Council to develop priorities that guide the budget process and the City's biennial work plan.

The City's work plan is developed to meet legal (federal, state, and local) requirements as well as to achieve the City Council's priorities. Below are the adopted City Council Priorities and primary areas of focus for the 2023-2024 biennium:

#### 2023-2024 City Council Priorities

**Priority 1** - Develop data-driven economic development and retail plans and strategies to activate Town Center and other business areas.

**Priority 2** - Sustain and enhance our natural environment, especially parks and open spaces, to benefit this generation and others that follow.

**Priority 3** - Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks.

**Priority 4** - Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community.

In 2021, staff created a streamlined work plan tool to better visualize and track major work items, now commonly referred to as the Work Plan Matrix (see Exhibit 1).

Major work items from the 2023-2024 biennium, as well as any work items and projects that carried over from the previous year, have been incorporated into the Matrix. The last update to the 2023-2024 Work Plan Matrix was at the May, 23, 2023 Council Meeting ([AB 6256](#)). The full list of 2023-2024 Work Plan Items, as adopted in the biennial budget, is available in Exhibit 2.

## ISSUE/DISCUSSION

### 2023-2024 Work Plan Updates and Changes

#### Highlights of Completed Work Items:

- The **City Manager's Office** evaluated the leadership structure of the Fire Department and successfully negotiated an agreement with Eastside Fire & Rescue to adopt a regional fire services model for providing fire and emergency services on Mercer Island beginning January 1, 2024.
- Six **Fire Department** employees completed training to become Red Card certified to assist with both Mercer Island and regional urban interface and wildland related emergencies.
- **Public Works** finalized the Climate Action Plan, which was adopted by the City Council in April 2023. Staff began work on implementing six early action items May 2023, including the development of an online greenhouse gas emissions dashboard and pilot program to test electric alternatives to gas blowers in City operations.
- Community Planning and Development finalized the **Business Code Zone Amendment** in Q2 2023.
- The **Mercer Island Municipal Court** completed a Court Security Assessment, in line with Washington State General Court Rule guidelines; however, the implementation of any assessment recommendations has been paused due to the closure of City Hall.
- The **Recreation Division** as of Q4 2023 is on track to exceed the rental performance goals for the year. The Division is also on track to exceed attendance goals for the year, including over 2,000 visits for drop-in programming in the fitness room and over 6,000 visits for drop-in sports.
- GIS staff in **Administrative Services** completed the GIS Utility Network Data Upgrade Project for the Water Utility as scheduled in Q2 2023. Staff will continue the work in-house for the GIS Utility Network Data upgrade for the Sewer and Stormwater Utilities.
- **Youth & Family Services** staff have completed their integration and expansion of Trauma-Informed Approaches (TIA) in the Department. This prepares and informs staff about the widespread impact of trauma and potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; and responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization.
- The City signed a four-year funding acceptance agreement with the Mercer Island Youth and Family Services Foundation for increased annual support of \$515,000 for the **Youth & Family Services** Department's programming for 2023 through 2026.

### Changes to Work Items:

- **Public Works and Finance** have determined that the Water Meter Replacement Project slated for completion by Q3 2024 will be delayed, with completion likely in Q4 2024. The project implementation/construction will be delayed due to supply chain issues with the meters, as well as completing additional permit requirements for the data collectors/antennas. Meter box preparation as well as other project work will continue while the materials are delivered, and final permitting is secured.
- The implementation of the **Supervisory Control and Data Acquisition Project (“SCADA” Project)** has been delayed. The Sewer SCADA Equipment Replacement project was awarded to Valley Electric Co. of Mt. Vernon on January 23, 2023, and notice to proceed issued on February 2nd, 2023. At a February 2023 progress meeting, Valley Electric indicated that certain critical items were experiencing exceptionally long lead times, with some items not expected until September of 2024 per the vendor. At this time, all items have been ordered, and Valley Electric continues to deliver product submittals, perform program QA/QC, schedule site visits, and finalize work plans; however, mobilization at the first pump station will not occur until September 2024. Anticipated completion date for the project is now November 2025, 13 months beyond the original contract completion date of September 2024.
- Staff are completing a cost analysis, reviewing interlocal agreements, and working with the Mercer Island School District (MISD) to draft a new **Master Facility Use Agreement** to include facilities shared/jointly maintained between the MISD and the City. This work is ongoing and expected to be completed by Q4 2024. This work has been delayed due to redirecting staff resources to assist with work items related to the closure of City Hall.
- On July 5, 2023, the City Council approved Resolution No. 1646 providing a supplemental scope and schedule for the Housing Element as part of the **2024 Comprehensive Plan Periodic Update** process. This supplement is responsive to guidance issued by the WA Department of Commerce for complying with HB 1220 as well as 2023 legislation including HB 1110 and HB 1337 setting new requirements for residential densities in cities and amending the requirements for accessory dwelling units (ADU).

### New Work Items:

- **City Hall Closure.** The entirety of the City’s Work Plan for 2023-2024 has been affected by the closure of City Hall, which is impacting every department across the organization. The City Manager’s Office is managing the City’s response to the closure of the building and is sharing long-term facilities planning changes and updates with the City Council and staff. The City continues to track expenditures, manage obstacles created by the closure, and is working on solutions to the City Hall closure and future facility needs.
- **Implementing Fire and Emergency Services Agreement with Eastside Fire and Rescue (EFR).** On July 5, 2023, the City Council approved the contract with EFR for fire services to begin January 1, 2024. Staff teams are continuing work on the transition to ensure staff and equipment are ready by Q1 2024.

## NEXT STEPS

The next update to the 2023-2024 Work Plan is scheduled for Q1 2024 and will be included as part of the City Council Planning Session.

## RECOMMENDED ACTION

Receive report. No action necessary.



# City of Mercer Island

## 2023-2024 Work Plan Matrix

Item 6.

Project	Progress	Start	End	2023				2024				2025			
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Administrative Services															
Review and update citywide policies regarding human resources, finance, purchasing, fleet, and others.	50%	Jan-21	Mar-24												
Continue implementation of HRIS software to centralize employee data, payroll, and benefits. This work is ongoing.	80%	Jan-21	Dec-24												
Negotiate new Collective Bargaining Agreements with bargaining groups: (1) Police and Police Support bargaining groups for the years 2025 through 2027. (2) AFSCME bargaining group for the years 2025 through 2027. (3) Fire bargaining group for the years 2023 through 2025.	10%	Jan-24	Dec-24												
Conduct a Citywide Classification & Compensation Study.	80%	Feb-21	Mar-24												
Develop a citywide compensation policy and philosophy subject to review and approval by the City Council.	25%	Apr-22	Mar-24												
Conduct a biennial public opinion survey in 2024 to inform the 2025-2026 budget process.	0%	Jan-24	Dec-24												
Complete GIS Utility Network Data Upgrade Project by Q2 2023.	100%	Feb-22	Jun-23												
City Attorney's Office															
Defend the 2017 Settlement Agreement with Sound Transit to ensure modifications to North Mercer Way that allow passenger transfers to and from bus and light rail at the East Link Station do not adversely impact traffic patterns or public safety for community residents.	99%	Jan-21	Jun-25												
Support the City Manager's Office as they evaluate the leadership structure of the Fire Department and prepare a long-term recommendation. Fire Department leadership is current performed through contract with Eastside Fire & Rescue.	90%	Jan-23	Dec-23												
Support Administrative Services as they negotiate new Collective Bargaining Agreements with bargaining groups: (1) Police and Police Support bargaining groups for the years 2025 through 2027. (2) AFSCME bargaining group for the years 2025 through 2027. (3) Fire bargaining group for the years 2023 through 2025.	10%	Jan-23	Dec-27												
Support Community Planning & Development in their efforts to complete 2024 Comprehensive Plan Periodic Update by Q2 2024 as directed by the City Council in March 2022.	25%	Mar-22	Jun-24												
Support Community Planning & Development in their efforts to review and report back to the City Council on the effectiveness and impacts of the 2017 Residential Development Standards code amendments included in the Residential Code (MICC 19.02) Identify opportunities to streamline permitting processes.	10%	Jan-23	Jun-25												

Project	Progress	Start	End	2023				2024				2025		Item 6.
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
City Manager's Office														
Prepare for the opening of the Sound Transit Light Rail Station in 2025. Work with internal teams and other agencies to ensure safe design and implementation.	75%	Jan-21	Jun-25											
Administer the Sound Transit Settlement Agreement to include tracking of appropriations and expenditures, contract management, and submission of invoices.	Ongoing	Jan-21	Jun-25											
Evaluate the leadership structure of the Fire Department and prepare a long-term recommendation. Fire Department leadership is current performed through contract with Eastside Fire & Rescue.	100%	Jan-23	Jun-23											
Oversee the Comprehensive Facilities Assessment to include the Annex Building at the Mercer Island Community & Event Center, City Hall, the Maintenance Facility, and the Luther Burbank Administrative Building. This project will evaluate the remaining useful life of these buildings and identify alternatives to replace or repair. The project is anticipated to be complete by Q2 2024, with initial recommendations capital project recommendations prepared for the 2025-2026 budget.	25%	Nov-22	May-24											
Support Community Planning & Development in their efforts to review and report back to the City Council on the effectiveness and impacts of the 2017 Residential Development Standards code amendments included in the Residential Code (MICC 19.02) Identify opportunities to streamline permitting processes.	10%	Jan-23	Jun-25											
Oversee the activation of the former Tully’s Property to serve as a satellite police precinct. Evaluate the potential expansion of the police volunteer program to include volunteers at the satellite police precinct to include preparation of a 2025-2026 budget proposal.	10%	Jan-24	Dec-24											
Community Planning and Development														
Complete 2024 Comprehensive Plan Periodic Update by Q2 2024 as directed by the City Council in March 2022.	25%	Mar-22	Jun-24											
Coordinate with the State Department of Commerce, the Puget Sound Regional Council, King County, and other King County jurisdictions on regional growth planning including affordable housing target development.	80%	Jul-21	Dec-24											
Review and report back to the City Council on the effectiveness and impacts of the 2017 Residential Development Standards code amendments included in the Residential Code (MICC 19.02) Identify opportunities to streamline permitting processes.	10%	Jan-23	Jun-25											
Compile and analyze potential improvements to the development codes and propose such for the annual docket as appropriate.	55%	Jan-23	Dec-25											
Index and digitize old records to make them easily accessible to the public and continue to provide support for public records requests. This work is ongoing.	Ongoing	Sep-22	Dec-23											
Analyze and implement measures to reduce building, planning, and land-use permit plan review times through appropriate staffing and on-call support levels. Routinely analyze data and gather feedback from customers to inform decision-making and process improvements.	25%	Jan-23	Dec-24											
Update the construction codes according to state requirements by Q2 2023.	90%	Jan-23	Dec-23											
Complete a Parking Study for Town Center.	90%	May-22	Dec-23											
Business Code Zone Amendment.	100%	Oct-22	Jun-23											

Project	PROGRESS	START	END	2023				2024				2025		Item 6.	
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2		
Finance															
Conduct a phased implementation of the new financial management software system. This entails grouping software system modules that power core business processes being phased into production while progressively going live with additional ancillary modules as the implementation progresses. Completion date for core financials is Q4 2023, with the entire financial management software system going live in Q3 2025.	<div><div></div></div> 30%	Dec-22	Sep-25												
Complete a cost allocation methodology analysis to identify the full costs of services provided by internal service departments by Q4 2024.	<div><div></div></div> 65%	Jan-21	Dec-24												
Engage the City Council and organization for the highest and best use of the City’s American Relief Plan Act (ARPA) fund allocation. Track all funds and meet all federal reporting requirements. This work is ongoing through the biennium.	Ongoing	Jan-23	Ongoing												
Develop a Special Revenue Fund to track permit revenues in the Community Planning and Development Department for implementation by Q1 2025.	<div><div></div></div> 25%	Jan-23	Dec-24												
Assist Public Works with the completion of the Water Meter Replacement Project by Q3 2024.	<div><div></div></div> 30%	Jul-21	Dec-24												
Transition to monthly financial reports. Implementation of this goal is tied to procurement and implementation of the new financial software.	<div><div></div></div> 30%	Dec-22	Sep-25												
Fire															
Review and provide data driven updates specific to fee collection policies (transport fee, Fire Marshals permitting, GEMT, etc.), new or updated requests for contracts, and/or strategies to the City Manager in September of each year.	<div><div></div></div> 100%	Jun-22	Sep-24												
Coordinate with Administrative Services and Finance to update the new Master Fee Schedule annually to include all associated fire permit fees.	Ongoing	Jan-22	Ongoing												
Engage with regional partners to train up to six personnel to become Red Card certified to assist with both Mercer Island and regional urban interface and wildland related emergencies by Q4 2023. This type of training will be ongoing.	<div><div></div></div> 100%	Jan-23	Jul-23												
Purchase King County Public Health certified defibrillators for 911 response by Q3 2023.	<div><div></div></div> 90%	Oct-22	Sep-23												
Develop lesson plans for approximately 10 public education related topics (Home Safety, Exit Drills, Smoke Detector Education etc.) by Q4 2024.	<div><div></div></div> 100%	Jan-23	Sep-23												
Municipal Court															
Conduct court security assessment. Work to improve court security in line with Washington State General Court Rule guidelines.	<div><div></div></div> 100%	Feb-23	Ongoing												
Assess, plan, and implement updated procedures and technology of the Court. Move to add audio and video upgrades with grant funding recently received from the State. Utilize the grant funding to implement paperless court file maintenance which will include outside pleading filings, discovery and records request transfers, and court file depository and usage.	<div><div></div></div> 50%	Dec-22	Dec-24												

Project	Progress	Start	End	2023				2024				2025		Item 6.	
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2		
Police Department															
Prepare for the new Light Rail station, to include response protocols and pedestrian and vehicles safety considerations. This work is ongoing.	90%	Jan-21	Mar-25												
Continue the Interlocal Agreements for Marine Patrol Services with Hunts Point, Medina, and Yarrow Point. Track time and resources spent in each marine jurisdiction to inform the cost allocation model the City utilizes to charge contract cities. Work with the Finance Department to complete an overhead cost analysis to inform updates to the Interlocal Agreements by Q4 2023.	75%	Apr-22	Jun-24												
Collaborate with public safety partners to acquire and implement the Puget Sound Emergency Radio Network (PSERN) for public safety communications by Q4 2022.	90%	Jan-21	Dec-23												
Proactively combat crimes through crime prevention and education programs, by leveraging social media outreach and rigorous investigation efforts. This work is ongoing.	Ongoing	Jan-23	Dec-24												
Continue the Community Academy, Coffee with a Cop, Paws on Patrol, Community Emergency Response Team (CERT), and National Night Out. Support the Parks and Recreation Department through participation in community-wide special events.	Ongoing	Jan-23	Dec-24												
Collaborate with the City Manager’s Office on the activation of the former Tully’s Property to serve as a satellite police precinct. Evaluate the potential expansion of the police volunteer program to include volunteers at the satellite police precinct to include preparation of a 2025-2026 budget proposal.	10%	Jan-24	Dec-24												
Public Works															
Develop Standard Operating Procedures for Cityworks (asset management system) by Q3 2023. - Develop Key Performance Indicators (KPI’s) for Cityworks by Q3 2023. - Increase staff skill and competency in the Cityworks platform through ongoing trainings. This work is ongoing.	15%	Jan-23	Dec-24												
Collaborate with the City Manager’s Office on the development of the Comprehensive Facilities Assessment to include the Annex Building at the Mercer Island Community & Event Center, City Hall, the Maintenance Facility, and the Luther Burbank Administrative Building.	30%	Nov-22	May-24												
Work with King County and Recology to update solid waste rates per the new proposed solid waste rates anticipated in 2023 and 2024.	70%	Jan-23	Mar-24												
Implement the Supervisory Control and Data Acquisition Project (“SCADA” Project) by Q4 2023.	70%	Jan-21	Nov-25												
Complete the Water Meter Replacement Project by Q3 2024.	30%	Jul-21	Dec-24												
Luther Burbank Docks reconfiguration and repair project.	30%	Jun-20	Dec-24												
Develop Joint Master Plan for Clarke Beach and Groveland Beach Parks by Q4 2023.	20%	Mar-22	Dec-24												
Continue with ongoing soil and groundwater remediation at the former Honeywell Site and City Maintenance facility. Compliance is necessary to obtain a No Further Action letter from Department of Ecology.	75%	Jan-21	Dec-24												
Begin to implement the Americans with Disabilities Act (ADA) Transition Plan. This work is ongoing.	Ongoing	Jan-23	Ongoing												
Work proactively with King County Metro and Sound Transit to minimize impacts to City infrastructure (streets and utilities), traffic (cars, pedestrians, bicycles), and the public by the sewer interceptor and MITI projects and ensure that City infrastructure is restored to City standards. This work is ongoing.	60%	Jan-23	Ongoing												



Project	PROGRESS	START	END	2023				2024				2025		Item 6.
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
Adopt the Climate Action Plan by Q2 2023. Begin Council directed implementation of strategies and actions from the adopted Plan by Q4 2024.	60%	Jan-23	Dec-24											
Complete costing analysis, review interlocal agreements, and work with the Mercer Island School District (MISD) to draft a new Master Facility Use Agreement to include facilities shared/jointly maintained between the MISD and the City by Q4 2023.	10%	Jan-23	Dec-24											
Complete the Site Characterization for soil and groundwater at Fire Station 91 by Q4 2022.	95%	Jan-21	Dec-24											
Athletic Field Replacement Projects as included in the 2022 PROS Plan. Projects include: (1) Island Crest Park North Field Turf and (2) South Mercer Playfields Turf Replacement & Ballfield Backstop Update.	75%	Jun-22	Oct-24											
Reservoir Pump Replacements.	30%	Mar-22	Dec-24											
Reservoir Improvements.	30%	Mar-22	May-25											
First Hill Booster Station Generator Replacement.	20%	Jun-22	Dec-24											
<b>Parks &amp; Recreation</b>														
Complete implementation and integration of Civic Optimize, a software tool which will enhance the permit and rental process, increase customer satisfaction, and optimize staff review efficiency. Research, develop and implement procedures for the use of technology-based tools by Q4 2024 to improve customer service and reduce permit turnaround times.	60%	Jan-23	Ongoing											
Establish resource needs, program implementation, and evaluation tools in preparation for the future expansion of recreation services to include various youth, senior, and adult programs.	75%	Jan-23	Jun-24											
Achieve MICEC rental occupancy level of 1,500 bookings by end of Q4 2023; 2,000 bookings by end of Q4 2024.	98%	Jan-23	Dec-23											
Achieve drop-in programming participation of 2,000 individuals to the fitness room and 6,000 drop-in sports participants by end of Q4 2023.	100%	Jan-23	Sep-23											
Expand drop-in programming to increase diversity of offerings by 25-50% by Q1 2024.	75%	Jan-23	Mar-24											
Collaborate with local community organizations to partner on special events, programs, volunteerism, and other community engagement opportunities.	75%	Jan-23	Ongoing											
Expand and enhance opportunities for recreation service sponsorships and park asset and property donations.	75%	Jan-23	Dec-24											
In collaboration with the Finance Department and Capital Projects Team, revisit the funding plan (aka the sinking fund) for the replacement of synthetic turf athletic fields.	10%	Jan-23	Dec-24											

Project	Progress	Start	End	2023				2024				2025		Item 6.
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
Youth and Family Services														
Work with the City Manager on a stabilization plan for YFS revenues. This work is tied to recovery of Thrift Shop operations and development of a long-term funding strategy. This work is ongoing.	Ongoing	Jan-23	Dec-24											
Provide food support for residents facing food insecurity, which currently includes grocery gift cards. Re-evaluate food pantry operations as Pandemic recovery efforts allow as part of the comprehensive Emergency Assistance policy update.	60%	Jan-23	Mar-24											
Integrate and expand Trauma-Informed Approaches (TIA) Organizational Development.	100%	Jan-23	Jun-23											
Increase Thrift Store annual revenues by 10% each year of the biennium based on FY 2022 gross revenues.	30%	Jan-23	Dec-24											
Grow Thrift Store volunteer service hours by 15% in 2023 and 10% in 2024 to increase engagement of the volunteer labor pool by Q4 2024.	50%	Jan-23	Dec-24											
Transition YFS operations to ensure compliance with HIPAA standards by Q4 2022.	99%	Apr-21	Oct-23											
Complete the update to the YFS policy and procedures manual by Q4 2022. Policies related to financial assistance programs may require City Council review and approval.	99%	Oct-21	Oct-23											

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# Administrative Services

1. **Goal: Coordinate and oversee the internal and support services and teams for the City of Mercer Island.**
  - 1.1 Work with the City Manager's Office and the Finance Department to develop the 2025-2026 budget recommendation.
  - 1.2 Review and update citywide policies regarding human resources, finance, purchasing, fleet, and others.
  - 1.3 Lead the citywide customer service initiative, including trainings for employees, focusing on improving and strengthening overall customer experience for internal and external customers.
  - 1.4 Review and update the Mayor's Emergency Powers code (MICC 9.40) by Q4 2024.
2. **Goal: Provide a single and centralized location for Mercer Island residents, businesses, and visitors to access City services.**
  - 2.1 Provide a consistent customer service experience, while creating efficiencies and reducing redundancies.
  - 2.2 Maintain customer relationship management (CRM) software to track and manage customer interactions.
  - 2.3 Track progress through data collection of calls and emails and establish performance objectives.
  - 2.4 Provide one-stop shopping and relieve multiple staff teams from working on the same request.
  - 2.5 Provide citywide support for the re-opening of City facilities and the ongoing transition back to in-person services.
3. **Goal: Administer uniform Human Resources policies, procedures, and programs and process the payroll for all City employees.**
  - 3.1 Implement a semi-monthly payroll process by Q4 2024.
  - 3.2 Implement HRIS software to centralize employee data, payroll, and benefits by Q2 2023.
  - 3.3 Negotiate new Collective Bargaining Agreements with bargaining groups:
    - 3.3.1 Police and Police Support bargaining groups for the years 2025 through 2027.
    - 3.3.2 AFSCME bargaining group for the years 2025 through 2027.
    - 3.3.3 Fire bargaining group for the years 2023 through 2025.
  - 3.4 Continue to monitor near-term retirements and coordinate with department directors on succession planning strategies. This work is ongoing.
  - 3.5 Administer citywide training programs and conduct an annual employee survey.
  - 3.6 Manage the citywide performance evaluation process and employee recognition and service award programs. This work is ongoing.
  - 3.7 Review and digitize human resources and payroll records, identifying destruction and/or archival requirement. This work is ongoing.
  - 3.8 Conclude the Citywide Classification & Compensation Study by Q2 2023.
  - 3.9 Develop a citywide compensation policy and philosophy subject to review and approval by the City Council by Q4 2023.
  - 3.10 Develop a comprehensive onboarding program for new employees by Q2 2023.

## Administrative Services Work Plan Cont.

### **4. Goal: Plan, organize, and supervise the City's community outreach efforts and media relations to educate residents and encourage informed input from the Mercer Island community.**

- 4.1 Develop and manage communications plans and provide support or outreach/engagement management for other departments.
- 4.2 Maintain range of communications platforms (website, Let's Talk, social media, MI Weekly, news releases, etc.).
- 4.3 Develop, deploy, and ensure consistent branding across departments and materials.
- 4.4 Oversee the City's website, adding news and calendar items, updating content, and designing new webpages as needed. Continue citywide partnerships and training to ensure department staff are regularly updating and monitoring website content.
- 4.5 Partner internally to develop and manage targeted outreach, including small business relations and cross-agency collaboration.
- 4.6 Research and present options for the City Council's biennial public opinion survey; collaborate on promotion and assist with distribution and explanation of results.
- 4.7 Conduct a biennial public opinion survey in 2024 to inform the 2025-2026 budget process.

### **5. Goal: Serve the public by striving for excellence in preparation of agendas and minutes of meetings and provide complete and accurate information while preserving the records of the City.**

- 5.1 Coordinate City Council meeting agenda packet creation and distribution and assist with hybrid meeting management.
- 5.2 Manage the City's municipal code and official City records including ordinances, resolutions, agreements, and minutes.
- 5.3 Provide administrative support to the City Manager, Chief of Administration, and City Council.
- 5.4 Advertise, recruit, and fill vacancies for the City's boards and commissions. Update rosters, initiate and track Open Public Meetings Act (OPMA) and Public Records Act (PRA) training needs, ensure Code of Ethics compliance, and train support staff.
- 5.5 Assist with processing public records requests.
- 5.6 Provide training to employees regarding City Clerk and City Council policies and procedures, including Public Records Act training.
- 5.7 Provide ethics training for all public officials. Identify a Washington Cities Insurance Authority (WCIA) training consultant, establish curriculum that supports the adopted Code of Ethics, and develop a training schedule.

### **6. Goal: Provide excellent support and management of the City's technology, operations, and initiatives and the City's Geographic Information System and related products and services.**

- 6.1 Procure, implement, maintain, and support all information and technology infrastructure, systems, and software that enables City service delivery to the public.
- 6.2 Implement technology projects approved in the Capital Improvement Plan, including a new financial system, a new cybersecurity system, and the technology equipment replacement program.
- 6.3 Assist staff to identify and prioritize technology projects for the 2025-2026 biennium.
- 6.4 Mitigate and respond to cyber and information security risks, complete cyber security audits, and conduct ongoing training for all technology users (employees, volunteers, City Council, and boards and commissioners) on cyber and information security.

## Administrative Services Work Plan Cont.

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- 6.5 Ensure that mobile computer systems in emergency vehicles and field reporting systems are dependable, well-maintained, and functional.
- 6.6 Continue to provide technology and staffing support for remote and hybrid public meetings (City Council, Boards and Commissions, etc.)
- 6.7 Maintain and administer all online map services to ensure WebGIS, Cityworks, and Online maps are operational.
- 6.8 Maintain and enhance mapping software (ESRI and VertiGIS GeoCortex) including procurement, licensing, maintenance, and administration to ensure GIS software and WebGIS software are operational.

## City Attorney's Office

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- 1. Provide legal advice and guidance to the City Council, the City Manager, and City departments, as well as boards and commissions.**
  - 1.1 Conduct legal research for civil matters, and ensure actions taken by the City are consistent with state and federal laws.
  - 1.2 Attend City Council meetings, Executive Sessions, and other meetings as needed; provide legal guidance and advice.
  - 1.3 Prepare draft ordinances for City Council consideration and adoption as City law.
  - 1.4 Negotiate contracts in a variety of areas, including ROW franchises, real estate and development services, land use, environmental law, public works, and professional services.
  - 1.5 Manage administrative claims and advise the City Manager and departments on risk management. Reviews incident reports City-wide for potential liability. The City receives an average of 25 claims and 75 incident reports per year.
- 2. Support comprehensive efforts relating to the future of the Bus/Rail Interchange along North Mercer Way.**
  - 2.1 Defend the 2017 Settlement Agreement with Sound Transit to ensure modifications to North Mercer Way that allow passenger transfers to and from bus and light rail at the East Link Station do not adversely impact traffic patterns or public safety for community residents.
- 3. Represent the City in civil litigation and prosecution of criminal citations.**
  - 3.1 Advise and represent the City in civil lawsuits, administrative appeals, and employment matters.
  - 3.2 Monitor and enforce terms of the Sound Transit Settlement Agreement.
  - 3.3 Manage representation and work assigned to outside legal counsel.
  - 3.4 Oversee prosecution of misdemeanor citations issued by the Mercer Island Police Department and management of criminal cases and infractions before the City's municipal court.
  - 3.5 Administer contracts for prosecutorial and public defense services.

## City Attorney's Office Work Plan Cont.

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### **4. Respond to public records requests pursuant to Public Records Act.**

- 4.1 Coordinate timely response to public records requests.
- 4.2 Ensure compliance with the Public Records Act and proper application of exemptions.
- 4.3 Stay current with changes to public records laws.
- 4.4 Review and identify destruction and/or archival requirements for records. Provide support to City departments for records retention.
- 4.5 Develop a citywide training schedule for employees regarding records storage, retention, and destruction.
- 4.6 Develop/update policies that identify the minimum requirements to lawfully destroy paper records after conversion to a digital format, ensuring access to, and retrieval of, digital images throughout the minimum retention period.

## City Council

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- 1. Develop data-driven economic development and retail plans and strategies to activate Town Center and other business areas.**
- 2. Sustain and enhance our natural environment, especially parks and open spaces, to benefit this generation and others that follow.**
- 3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks.**
- 4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community.**

## City Manager's Office

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- 1. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 1.1 Implement the adopted 2023-2024 budget with a continued focus on fiscal recovery of services and operations impacted by the COVID-19 pandemic.
  - 1.2 Prepare and transmit a 2025-2026 biennial budget recommendation to include policy revisions and updates at the direction of the City Council.
  - 1.3 Continue work on long-term financial strategies; including ongoing implementation of policies related to the long-term forecast, reserves, and operating contingencies.
  - 1.4 Provide support to the Finance Department and Administrative Services Department in developing and revising financial and operational policies.
  - 1.5 Evaluate the leadership structure of the Fire Department and prepare a long-term recommendation. Fire Department leadership is current performed through contract with Eastside Fire & Rescue.

## City Manager's Office Work Plan Cont.

- 1.6 Provide support to the Public Works, Finance, and Youth & Family Services Department to continue rebuilding Thrift Shop operations.
- 1.7 Collaborate with the Finance Department to engage the City Council and organization for the highest and best use of the City's American Relief Plan Act (ARPA) fund allocation. Track all funds and meet all federal reporting requirements. This work is ongoing through the biennium.
- 1.8 Complete the Classification and Compensation Study and the accompanying Recruitment and Retention Strategy. Provide policy recommendations to the City Council by Q2 2023.
- 1.9 Implement the organizational structure as approved in the 2023-2024 budget.
  - 1.9.1 Continue to work towards filling interim/vacant positions.
  - 1.9.2 Provide support to the organization to ensure succession planning remains a priority to address upcoming retirements.
  - 1.9.3 Emphasize building and developing future leaders throughout the organization through continuing education, cross-training, and identifying other opportunities for professional growth.
2. **Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks. (Adopted City Council 2023-2024 Priority, see AB 6064)**  
**Sustain and enhance our natural environment, especially parks and open spaces, to benefit this generation and others that follow. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 2.1 Oversee the Comprehensive Facilities Assessment to include the Annex Building at the Mercer Island Community & Event Center, City Hall, the Maintenance Facility, and the Luther Burbank Administrative Building. This project will evaluate the remaining useful life of these buildings and identify alternatives to replace or repair. The project is anticipated to be complete by Q2 2024, with initial recommendations capital project recommendations prepared for the 2025-2026 budget.
  - 2.2 Support the Public Works Department in the delivery of capital projects.
  - 2.3 Support the Public Works Department in the implementation of the parks levy initiatives.
3. **Goal: Develop data-driven economic development and retail plans and strategies to activate Town Center and other business areas. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 3.1 Continue to prepare for the opening of the Sound Transit Light Rail Station. Work with internal teams and other agencies to ensure safe design and implementation.
  - 3.2 Administer the Sound Transit Settlement Agreement to include tracking of appropriations and expenditures, contract management, and submission of invoices.
  - 3.3 Support the Community Planning and Development Department (CPD) in the completion of the Comprehensive Plan update, to include an updated to the Economic Development Element. Support the development of specific economic development strategies. (See CPD work plan).
  - 3.4 Oversee the activation of the former Tully's Property to serve as a satellite police precinct. Evaluate the potential expansion of the police volunteer program to include volunteers at the satellite police precinct to include preparation of a 2025-2026 budget proposal.



## City Manager's Office Work Plan Cont.

### 4. Goal: Provide leadership and planning support to the City Council.

- 4.1 Manage the City Council Planning Schedule to ensure timely delivery of work plan items. Evaluate the need for Special Meetings and "Joint Meetings" with other boards or governing bodies.
- 4.2 Provide support to the City Council in setting the agendas and preparing for the Annual Planning Session.
- 4.3 Prepare the annual legislative priorities with direction from the City Council. Respond to legislative activity at the State and Federal level and coordinate lobbyist activity.

## Community Planning & Development

### 1. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. (Adopted City Council 2023-2024 Priority, see AB6064)

- 1.1 Complete 2024 Comprehensive Plan Periodic Update by Q2 2024 as directed by the City Council in March 2022.
- 1.2 Work with the City Manager's Office and the Finance Department to develop the 2025-2026 budget recommendation.
- 1.3 Coordinate with the State Department of Commerce, the Puget Sound Regional Council, King County, and other King County jurisdictions on regional growth planning including affordable housing target development.
- 1.4 Continue representation on the ARCH Executive Board and serve as the liaison between the City Council and ARCH. Support City Council with review and approval of the annual ARCH work program and budget, and the allocation to the Housing Trust Fund.
- 1.5 Coordinate with intergovernmental organizations and other local government jurisdictions on legislative advocacy and provide support to the City Council for such.
- 1.6 Review and report back to the City Council on the effectiveness and impacts of the 2017 Residential Development Standards code amendments included in the Residential Code (MICC 19.02) Identify opportunities to streamline permitting processes.
- 1.7 Collaborate with the Finance Department to develop a Special Revenue Fund to track permit revenues for implementation by Q1 2025.
- 1.8 Compile and analyze potential improvements to the development codes and propose such for the annual docket as appropriate.
- 1.9 Work with the City Attorney's Office to analyze potential improvements to the nuisance codes.
- 1.10 Support City Council with legislative reviews and other matters of local, regional, and state interest.
- 1.11 Provide administrative support to the Planning Commission as well as staff recommendations for legislative reviews.
- 1.12 Provide administrative support to the Design Commission as well as staff recommendations for design review permits.
- 1.13 Provide administrative support to the Hearing Examiner as well as staff recommendations for land use permits and appeals.

## Community Planning & Development Work Plan Cont.

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- 1.14 Work with the Mercer Island School District (MISD) to update school impact fees as necessary in coordination with the annual adoption of its Capital Facilities Plan (Q3-Q4).
- 1.15 Update construction permit fees annually and include as part of the Master Fee Schedule (Q4).
- 1.16 Ensure ongoing workforce development through training and job growth opportunities. Develop internal candidates for anticipated vacancies and plan for upcoming retirements.
- 1.17 Index and digitize old records to make them easily accessible to the public and continue to provide support for public records requests. This work is ongoing.
- 2. Develop data-driven economic development and retail plans and strategies to activate Town Center and other business areas. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 2.1 Develop an Economic Development Implementation Strategy to follow the 2024 Comprehensive Plan Periodic Update in Q2 2024.
  - 2.2 Establish an on-call Economic Development professional services contract to support efforts for a healthy and sustainable Town Center commercial environment through retail demand strategy and analysis.
  - 2.3 Support implementation of the actions identified in the Town Center Parking Study (Note: The Town Center Parking Study is anticipated to be completed in Q4 2022).
  - 2.4 Strengthen the relationship between the City and the local business community by providing transparent and timely information.
  - 2.5 Collaborate with the Mercer Island Chamber of Commerce to continue supporting local businesses.
- 3. Provide basic permitting service levels (including construction permit reviews, land use decisions, inspections, code compliance, noticing and public outreach, customer service and data reporting).**
  - 3.1 Analyze and implement measures to reduce building, planning, and land-use permit plan review times through appropriate staffing and on-call support levels. Routinely analyze data and gather feedback from customers to inform decision-making and process improvements.
  - 3.2 Strive to provide responses to all general inquiries within one business day. Collaborate with the Customer Service team to improve access to frequently asked questions.
  - 3.3 Maintain current service levels of “next day” inspections through appropriate staffing and on-call support levels.
  - 3.4 Reestablish the “over-the-counter” (OTC) permit program by Q2 2023.
  - 3.5 Restore the Code Compliance position to 1.0 FTE to address ongoing service needs.
  - 3.6 Update the construction codes according to state requirements by Q2 2023.
  - 3.7 Prepare for TrakIT permit software replacement in 2025-2026, including development of workflow mapping. Collaborate with the IT team to prepare for the implementation

## Finance

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- 1. Goal: Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community (Adopted City Council 2023-2024 Priority, see AB 6064).**
  - 1.1 Oversee the mid-biennial budget update and develop the 2025-2026 biennial budget.

## Finance Work Plan Cont.

- 1.2 Complete annual financial reports as specified by the State Auditor's Office each year.
- 1.3 Transition the City's annual financial report from Generally Accepted Accounting Practices (GAAP) full accrual financial statements to the modified cash-basis method by Q4 2023.
- 1.4 Oversee the State Auditor's Office (SAO) Annual Financial audit, Accountability audit, and in years where the City spend \$750,000+ in Federal dollars, the Federal Single audit, as required. Provide all documentation, resources, and staff support as required. This work is ongoing.
- 1.5 Conduct a phased implementation of the new financial management software system. This entails grouping software system modules that power core business processes being phased into production while progressively going live with additional ancillary modules as the implementation progresses. Completion date for core financials is Q4 2023, with the entire financial management software system going live in Q3 2025.
- 1.6 In tandem with Public Works, conduct a utility rate study to inform utility rate adjustments for review by the Utility Board for the 2025-2026 biennium by Q3 2024.
- 1.7 Complete a cost allocation methodology analysis to identify the full costs of services provided by internal service departments by Q4 2024.
- 1.8 Engage the City Council and organization for the highest and best use of the City's American Relief Plan Act (ARPA) fund allocation. Track all funds and meet all federal reporting requirements. This work is ongoing through the biennium.
- 1.9 Review and update the City's financial management policies regarding the following:
  - 1.9.1 Equipment surplus policy, including review of the valuation threshold for City Council approval by Q4 2024.
  - 1.9.2 Long-term funding mechanism for ongoing technology expenses by Q4 2024.
  - 1.9.3 Utility billing policies and procedures by Q4 2024.
  - 1.9.4 Purchasing and procurement procedures and written policies by Q4 2024.
- 1.10 Cross-train staff in utility billing, payroll management, and other internal service workflows within the department. This work is ongoing.
- 2. Goal: Provide excellent service to internal and external customers.**
  - 2.1 Split supervisory responsibilities with the Public Works Department to help the Mercer Island Thrift Shop fully recover operations.
  - 2.2 Ensure staff is properly trained leading up to go-live dates with the new financial management software. This work is ongoing through the biennium.
  - 2.3 In concert with the City Manager's Office, facilitate utility billing customers in need of financial assistance with the variety of City resources. This work is ongoing.
  - 2.4 Transition to monthly financial reports by Q4 2024. Implementation of this goal is tied to implementation of the new financial software system.
  - 2.5 Provide collective bargaining support for the Administrative Services Department. This work is ongoing.
  - 2.6 Develop a Special Revenue Fund to track permit revenues in the Community Planning and Development Department for implementation by Q1 2025.
  - 2.7 Provide regular opportunities for City staff to provide feedback on interdepartmental budget development and financial system implementation work throughout the biennium.
  - 2.8 Assist the Police department with completion of a marine patrol cost allocation model to charge contract cities for marine patrol services by Q4 2023.

## Finance Work Plan Cont.

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- 2.9 Assist with the implementation of the Meter Replacement Project, develop new internal business operations, and train staff based on this infrastructure improvement by Q4 2024.
- 2.10 Assist Public Works to update solid waste rates per the new proposed solid waste rates from King County and Recology, anticipated in 2023 and 2024.
- 2.11 Support implementation of the Supervisory Control and Data Acquisition (SCADA) System conducted by Public Works through project completion.
- 2.12 Support Administrative Services as the City transitions from bi-weekly to semi-monthly payroll processing.

## Fire

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1. **Goal: Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 1.1 Deploy personnel and resources in an efficient and effective manner to remain responsive to community needs. Continue to respond and address surges and deviations during the COVID-19 Pandemic. This work is ongoing.
  - 1.2 Review and provide data driven updates specific to fee collection policies (transport fee, Fire Marshals permitting, GEMT, etc.), new or updated requests for contracts, and/or strategies to the City Manager in September of each year.
  - 1.3 Plan for anticipated retirements by identifying departure dates as early as possible. Develop succession plans for all ranks within the department and identify pathways to achieve each of those ranks. This work is ongoing.
  - 1.4 Coordinate with Administrative Services and Finance to update the new Master Fee Schedule annually to include all associated fire permit fees.
2. **Goal: Keep the Mercer Island community safe through effective planning, training, response, and mitigation of emergencies.**
  - 2.1 In collaboration with regional partners and emergency management, develop “lessons learned” from COVID-19 to prepare for potential future pandemic outbreaks with respect to personal protective equipment (PPE) usage, its reuse, as well as decontamination protocols by Q2 2023.
  - 2.2 Engage with regional partners to train up to six personnel to become Red Card certified to assist with both Mercer Island and regional urban interface and wildland related emergencies by Q4 2023. This type of training will be ongoing.
  - 2.3 Resume CPR, AED, Rescue Diver, and technical rescue certifications for personnel and research and implement training opportunities designed to further improve performance outcomes in each of these disciplines by Q4 2023.
  - 2.4 Focus on the physical and mental wellness of firefighters by developing the MIFD PEER Support Team and offer quarterly webinars on mental health and wellness. This work is ongoing.

## Fire Work Plan Cont.

- 2.5. Assess MIFD current baseline performance metrics and establish new baseline response metrics for both stations by Q4 2023.
  - 2.5.1. Attain a 90% fractal response time<sup>1</sup> (time of call to on scene) of 6:30 for EMS responses.
  - 2.5.2. Attain a 90% fractal response time (time of call to on scene) of 7:30 for Fire responses.
  - 2.5.3. Attain a 90% fractal turnout time of 75 seconds for daytime and 90 seconds for nighttime for EMS responses.
- 2.6 Attain a 90% fractal turnout time of 105 seconds for daytime and 150 seconds for nighttime for Fire responses.
- 2.7 Study the feasibility of modifying the geographical response boundary of Fire Station 92 to balance the call volumes between Stations 91 and 92 by Q4 2023.
- 2.8 In partnership with the Youth and Family Services Department, utilize Mobile Integrated Health (MIH) funds from King County Emergency Medical Services (KCEMS) to implement a MIH program beginning Q1 2023.
- 3. Goal: Maintain or increase cardiac survival rates.**
  - 3.1 Continue to participate in cardiac survival studies through King County Emergency Medical Services (KCEMS). This work is ongoing.
  - 3.2 Support Citizen initiated CPR by reimplementing MIFD instructed classes by Q4 2023 utilizing a full cost recovery model. Continue to review the effectiveness of Pulse Point App for citizen-initiated CPR prior to MIFD arrival to increase patient survivability. This is ongoing
  - 3.3 Purchase King County Public Health certified defibrillators for 911 response by Q3 2023.
- 4. Goal: Emphasize community risk reduction through fire prevention and public education.**
  - 4.1 Work with Sound Transit on design, plan review, and installation of fire suppression systems for the light rail station by Q2 2024. This work is ongoing.
  - 4.2 Work with Zone 1 Fire Marshals on the Puget Sound Emergency Radio Network (PSERN) in-building radio coverage for the new County radio system, to be completed by Q4 2023.
  - 4.3 Continue to work towards improving the Washington Surveying & Rating Bureau (WSRB) rating from a class 4 to a class 3 city with the intent to lower insurance costs for Mercer Island residents.
  - 4.4 Train one Inspector per shift (A, B and C) to become a certified International Code Council (ICC) Inspector 1 by Q4 2024.
  - 4.5 Develop lesson plans for approximately 10 public education related topics (Home Safety, Exit Drills, Smoke Detector Education etc.) by Q4 2024.
  - 4.6 Work with the Community Planning & Development Department and the City Council to adopt the 2021 Fire Code by Q2 2023.

# Municipal Court

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1. **Goal: Resolve cases in a fair and just manner in accordance with the laws of Washington State and provide a legal venue for individuals to adjudicate civil infractions and criminal cases.**
  - 1.1 Hold court hearings in a timely fashion as required by the Washington State Supreme Court.
  - 1.2 Adjudicate civil infractions and set hearing dates.
  - 1.3 Prepare monthly reports and submit to the Office of Administrator of the Courts.
  - 1.4 Facilitate probation and court monitoring services to ensure compliance with judgments and sentencings. Set and hold post-sentence compliance review hearings when appropriate.
  - 1.5 Collect court fines.
  - 1.6 Continue to provide municipal court services to the City of Newcastle via the current interlocal agreement.
  - 1.7 Conduct court security assessment. Work to improve court security in line with Washington State General Court Rule guidelines.
  - 1.8 Adjudicate certain identified civil code infractions and set hearing dates.
2. **Goal: Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 2.1 Assess, plan, and implement updated procedures and technology of the Court. Move to add audio and video upgrades with grant funding recently received from the State. Utilize the grant funding to implement paperless court file maintenance which will include outside pleading filings, discovery and records request transfers, and court file depository and usage.
  - 2.2 Upgrade court technology to allow for limited remote hearings opening more immediate access to the Court for in-custody defendants and limit jail and transport costs.
  - 2.3 Update court operations procedures to allow better notice to defendants, counsel, and the Police Department to increase access to justice and improve court time efficiency for all parties.
  - 2.4 Support the Finance Department in completing an overhead cost analysis to ensure the interlocal with the City of Newcastle is fully cost recovering. Complete by Q4 2023.
  - 2.5 Increase community engagement and outreach including Mercer Island public and private schools, Mercer Island Youth and Family services, the Mercer Island local arts community, and others.
  - 2.6 Evaluate expending the suite of court services provided to the community, which may include wedding ceremonies, passport services, and other opportunities.
3. **Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 3.1 Support the City Manager's Office in the Comprehensive Facilities Assessment related to future municipal court needs.

# Police

## 1. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. (Adopted City Council 2023-2024 Priority, see AB 6064).

- 1.1. Work with the City Manager's Office and the Finance Department to develop the 2025-2026 budget recommendation.
- 1.2. Recruit and retain officers to maintain minimum authorized staffing level requirements. Plan for anticipated retirements by identifying departure dates as early as possible. Develop succession plans for all ranks within the department and identify pathways to achieve each of those ranks. This work is ongoing.
- 1.3. Collaborate with Sound Transit (ST), King County Metro, and other agencies to ensure safe design and implementation of the Light Rail Station and bus intercept. This work is ongoing.
- 1.4. Prepare for the new light rail station with response protocols and pedestrian and vehicles safety considerations. This work is ongoing until the station is operational.
- 1.5. Provide each officer annual training each year of the biennium in State-mandated topics that include crisis intervention, de-escalation, cultural awareness, and anti-biased policing, updated Use of Force protocols, along with training required by accreditation to maintain certifications, and additional specialized continuing education.
- 1.6. Work closely with law enforcement partners and affiliated agencies to ensure a safe boating environment. Reduce boating collisions through proactive boating law enforcement and boater education.
- 1.7. Continue the Interlocal Agreements for Marine Patrol Services with Hunts Point, Medina, and Yarrow Point. Track time and resources spent in each marine jurisdiction to inform the cost allocation model the City utilizes to charge contract cities. Work with the Finance Department to complete an overhead cost analysis to inform updates to the Interlocal Agreements by Q4 2023.
- 1.8. Maintain proficiency with the special operations team, dive team, and bicycle team via monthly training sessions.
- 1.9. Support the City Manager's Office with the development of legislative priorities. Engage with the City Council and lobbyist team to develop strategies for successful implementation, to include providing testimony when legislation is being considered.
- 1.10. Ensure the Department complies with State accreditation standards. This work is ongoing.
- 1.11. Prepare an Annual Police Report to include highlights of significant case investigations, noteworthy training classes, community outreach efforts, and applications of force, and present an annual summary to the City Council by Q2.

## 2. Goal: Continue focus on community safety, outreach, and education.

- 2.1 Operate and oversee the City-wide emergency response to the COVID-19 Pandemic. This work is ongoing.
- 2.2 Work with regional partners to develop "lessons learned" from the COVID-19 Pandemic to prepare for future pandemic outbreaks. Update the City's Pandemic plan by Q4 2024.
- 2.3 Recruit volunteers for Community Emergency Response Team (CERT), Map Your Neighborhood Program, and Emergency Preparedness Volunteer Teams. This work is ongoing.
- 2.4 Proactively combat crimes through crime prevention and education programs, by leveraging social media outreach and rigorous investigation efforts. This work is ongoing.

## Police Work Plan Cont.

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- 2.5 Increase safety in the schools by working with our partners in the MISD to identify and address gaps in training and other areas of need.
- 2.6 Support the partnerships the School Resource Officer has with students and their families, the Mercer Island School District, and the Youth and Family Services Department. Maintain the focus on intervention, education, and ways to keep youth out of the Criminal Justice system. This work is ongoing.
- 2.7 Conduct traffic safety emphasis patrols and public education to maintain a low motor vehicle collision rate. Continue to partner with Public Works and the Traffic Engineer to identify and mitigate traffic issues.
- 2.8 Continue the Community Academy, Coffee with a Cop, Paws on Patrol, Community Emergency Response Team (CERT), and National Night Out. Support the Parks and Recreation Department through participation in community-wide special events.
- 2.9 Conduct the annual community drug-takeback event.
- 2.10 Participate and engage in educational efforts related to drowning prevention and water safety, to include annual classroom presentations in area Kindergarten classes.
- 3. Develop data-driven economic development and retail plans and strategies to activate Town Center and other business areas. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 3.1 Implement the Town Center Officer program with two additional Patrol Officers assigned to the Sound Transit light rail station area when the station becomes operational.
  - 3.2 Collaborate with the City Manager's Office on the activation of the former Tully's Property to serve as a satellite police precinct. Evaluate the potential expansion of the police volunteer program to include volunteers at the satellite police precinct to include preparation of a 2025-2026 budget proposal.
  - 3.3 Support implementation of the actions identified in the Town Center Parking Study. (Note: The Town Center Parking Study is anticipated to be completed in Q4 2022.)
- 4. Goal: Enhance public safety communication.**
  - 4.1 Collaborate with public safety partners to implement the Puget Sound Emergency Radio Network (PSERN) for public safety communications. This work is ongoing.
  - 4.2 Support Citywide communications by preparing timely content on public safety matters.

## Public Works

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- 1. Goal: Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 1.1 Work with the City Manager's Office and the Finance Department to develop the 2025-2026 budget recommendation.
  - 1.2 Develop Standard Operating Procedures for Cityworks (asset management system) by Q3 2023.
    - 1.2.1 Increase staff skill and competency in the Cityworks platform through ongoing trainings. This work is ongoing.
    - 1.2.2 Develop Key Performance Indicators (KPI's) for Cityworks by Q3 2023.



## Public Works Work Plan Cont.

- 1.3 Continue succession planning for staff within the Department to address upcoming retirements. Cross-train maintenance and operations staff to ensure continuity of services across all lines of business; provide staff opportunities to improve knowledge and skills with emphasis on leadership development training. This work is ongoing.
- 1.4 Split supervisory responsibilities with the Finance Department to help the Mercer Island Thrift Shop thrive.
- 1.5 Pursue grant opportunities and alternate funding sources that support Council approved projects and initiatives (i.e., the American Rescue Plan Act funded projects)
2. **Goal: Provide safe, functional, and efficient delivery of public services and ensure preservation and maintenance of critical public infrastructure.**  
**Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 2.1 Collaborate with the City Manager's Office on the development of the Comprehensive Facilities Assessment to include the Annex Building at the Mercer Island Community & Event Center, City Hall, the Maintenance Facility, and the Luther Burbank Administrative Building.
  - 2.2
  - 2.3 Develop and adopt the Transportation Improvement Program (TIP) by July 1 each year.
  - 2.3 Complete the Island Crest Way Corridor Improvements, identified in the 2023 TIP, by Q4 2024.
  - 2.4 Support the Finance department with work on a utility rate study to inform utility rate adjustments for review by the Utility Board for the 2025-2026 biennium by Q3 2024.
  - 2.5 Work with King County and Recology to update solid waste rates per the new proposed solid waste rates anticipated in 2023 and 2024.
  - 2.6 Complete the West Mercer Way Roadside Shoulders Phase 4 by Q3 2024. This is the last segment of West Mercer Way without a paved shoulder. Complete the Sunset Highway/77th Ave. SE Intersection Improvements project by Q3 2023 to improve pedestrian and bicycle crossings and access to the East Link light rail station ahead of the station opening.
  - 2.7 Implement the water and sewer system Supervisory Control and Data Acquisition Project ("SCADA" Project) by Q2 2023 and Q4 2024, respectively.
  - 2.8 Complete the Booster Chlorination System project by Q1 2023 to maintain and supplement chlorine levels throughout the water system.
  - 2.9 Complete the Water Reservoir Improvements project to replace and improve aging components, especially the interior and exterior coatings, by Q4 2024.
  - 2.10 Complete the Water Meter Replacement Project by Q3 2024.
  - 2.11 Actively pursue grants to support the Luther Burbank Docks and Waterfront Renovation project, currently estimated for completion in Q4 2024.
  - 2.12 Complete the Groveland and Clarke Beach Joint Master Plan by Q4 2023 and identify a preferred concept for shoreline improvements.
  - 2.13 Continue ongoing soil and groundwater remediation at the former Honeywell Site and City Maintenance facility. Compliance is necessary to obtain a No Further Action letter from Department of Ecology.
  - 2.14 Complete approved capital projects per the schedules identified in the capital improvement program (CIP). Provide regular updates to the City Council and the community on progress.

## Public Works Work Plan Cont.

- 2.14.1 Actively monitor potential supply chain delays and proactively identify strategies to reduce the impacts on construction schedules.
- 2.15 Monitor construction related inflation and bidding environment to support the development of market rate cost estimates and effective solicitation of bids. Complete the annual National Pollution Discharge Elimination System (NPDES) permit requirements for the Stormwater Utility by March 31 annually.
- 2.16 Begin to implement the Americans with Disabilities Act (ADA) Transition Plan. This work is ongoing.
- 2.17 Issue a Request for Proposals to evaluate contracting out utility locate services by Q2 2024.
- 3. Goal: Prepare for Sound Transit Interchange and King County Metro sewer construction.**
  - 3.1 Work proactively with King County Metro and Sound Transit to minimize impacts to City infrastructure (streets and utilities), traffic (cars, pedestrians, bicycles), and the public by the sewer interceptor and MITI projects and ensure that City infrastructure is restored to City standards. This work is ongoing.
- 4. Goal: Advance sustainable practices throughout the City organization and community, in partnership with regional initiatives.**
  - 4.1 Adopt the Climate Action Plan by Q2 2023. Begin Council directed implementation of strategies and actions from the adopted Plan by Q4 2024.
  - 4.2 Continue implementation of the following initiatives:
    - 4.2.1 Community solar campaign and green power for City facilities.
    - 4.2.2 Enhanced food waste and recycling options inside City and within the community.
    - 4.2.3 Support select K4C priorities and legislation.
    - 4.2.4 Implement bicycle wayfinding map and final Town Center/Mountains to Sound Greenway Trail signage.
    - 4.2.5 Continue work on energy efficiency retrofits within City facilities.
  - 4.3 Serve as the City program/contract manager for Metro #630 Commuter Shuttle.
  - 4.4 Research and implement mobility initiatives that help commuters access regional transit at Town Center without single occupant vehicle usage.  
Manage the Recology contract and pursue joint community outreach and efficiency measures. This work is ongoing.
  - 4.6 Work with the Parks Natural Resources and Stormwater teams to improve coordination of maintenance and capital project work and adhere to stormwater best practices. Promote clean water and stormwater management initiatives in the community.
- 5. Sustain and enhance our natural environment, especially parks and open spaces, to benefit this generation and others that follow. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 5.1 Complete costing analysis, review interlocal agreements, and work with the Mercer Island School District (MISD) to draft a new Master Facility Use Agreement to include facilities shared/jointly maintained between the MISD and the City by Q4 2023.
  - 5.2 Implement the Parks, Recreation and Open Space (PROS) Plan.
    - 5.2.1 Establish level of service standards for parks maintenance operations consistent with PROS Plan by Q4 2024.

## Public Works Work Plan Cont.

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- 5.3 Renegotiate the Washington State Department of Transportation (WSDOT) maintenance agreements for Aubrey Davis Park by Q4 2024.
- 5.4 Implement programs and services associated with the parks levy.
- 5.5 Continue to implement habitat restoration work in accordance with the Open Space Vegetation Management Plan and the Pioneer Park Forest Management Plan. This work is ongoing.
- 5.6 Establish Standard Operating Procedures for tree planting and care in street rights-of-way, including watering, maintenance, and structural pruning practices, by Q4 2024. Develop a list of preferred/recommended street tree species by Q4 2024.
- 6. Develop data-driven economic development and retail plans and strategies to activate Town Center and other business areas. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 6.1 Support implementation of the actions identified in the Town Center Parking Study. (Note: The Town Center Parking Study is anticipated to be completed in Q4 2022.)
  - 6.2 Continue to implement beautification projects in Town Center including hanging flower baskets, planted median beds, and seasonal tree illumination.

## Recreation Division

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- 1. Goal: Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 1.1 Work with the Parks and Recreation Commission and Arts Council to develop policies identified in the Recreation Reset Strategy. This work began in the 2021-2022 biennium and will continue in 2023-2024.
    - 1.1.1 Complete implementation and integration of Civic Optimize, a software tool which will enhance the permit and rental process, increase customer satisfaction, and optimize staff review efficiency. Research, develop and implement procedures for the use of technology-based tools by Q4 2024 to improve customer service and reduce permit turnaround times.
    - 1.1.2 Establish resource needs, program implementation, and evaluation tools in preparation for the future expansion of recreation services to include various youth, senior, and adult programs.
  - 1.2 Expand drop-in programming and rental opportunities for the Mercer Island Community and Event Center and outdoor facilities.
    - 1.2.1 Achieve MICEC rental occupancy level of 1,500 bookings by end of Q4 2023; 2,000 bookings by end of Q4 2024.
    - 1.2.2 Achieve drop-in programming participation of 2,000 individuals to the fitness room and 6,000 drop-in sports participants by end of Q4 2023.
    - 1.2.3 Expand drop-in programming to increase diversity of offerings by 25-50% by Q1 2024.
  - 1.3 Achieve post-rental and drop-in programming participation satisfaction levels of 85% by Q4 2023 and 90% by Q4 2024.
  - 1.4 Collaborate with local community organizations to partner on special events, programs, volunteerism, and other community engagement opportunities.

## Recreation Division Work Plan Cont.

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- 1.5 Develop and enhance external communication and marketing for Division services to improve cost recovery levels.
- 1.6 Provide staff support for the Parks & Recreation Commission and the Arts Council.
- 1.7 Facilitate and promote comprehensive and engaging arts and culture experiences through ongoing community partnerships.
- 1.8 Expand and enhance opportunities for recreation service sponsorships and park asset and property donations.
- 2. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 2.1 Collaborate with the City Manager's Office on the development of the Comprehensive Facilities Assessment to include the Annex Building and the Mercer Island Community & Event Center.
  - 2.2 Collaborate with the Finance Department to revise the replacement cycle for MICEC technology and equipment and ensure financial sustainability of the MICEC Technology and Equipment Fund to meet the long-term needs of the community.
  - 2.3 In collaboration with the Finance Department and Capital Projects Team, revisit the funding plan (aka the sinking fund) for the replacement of synthetic turf athletic fields.
- 3. Goal: Provide emergency response services related to the COVID-19 Pandemic and other City emergencies.**
  - 3.1 Continue to support city-wide response and coordinate the Operations Section of the Emergency Operations Center.
  - 3.2 Utilize the MICEC to host shelter operations, and to meet cooling and warming center needs.

## Youth & Family Services

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- 1. Goal: Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community. (Adopted City Council 2023-2024 Priority, see AB 6064)**
  - 1.1 Work with the City Manager on a stabilization plan for YFS revenues. This work is tied to recovery of Thrift Shop operations and development of a long-term funding strategy. This work is ongoing.
  - 1.2 Continue to partner and collaborate with the YFS Foundation on community fundraising campaigns. Meet regularly with the YFS Foundation to coordinate fundraising strategies to address both short-term and long-term funding needs. This work is ongoing.
  - 1.3 Explore new funding opportunities for YFS programming, including grants. This work is ongoing.
  - 1.4 Update the 2019 Community Needs Assessment by Q4 2024 to confirm that services and the funding model remain aligned with community needs and priorities.
- 2. Goal: Provide Access to Mental Health Services to all MISD Students**
  - 2.1 Renew the Interlocal Agreement with the Mercer Island School District (MISD) annually.

## Youth & Family Services Work Plan Cont.

- 2.2 Ensure YFS mental health and substance use intervention/prevention counseling services are accessible to all students in the MISD by providing at least one Clinical Team staff member at each school.
- 2.3 Continue to monitor and integrate behavioral health disaster response data and intervention strategies to address adverse impacts from the COVID-19 Pandemic on youth mental health. This work is ongoing; current modeling anticipates elevated risk to continue 18-24 months post-pandemic.

### 3. Goal: Scale Community Based Mental Health Services to Meet Demand

- 3.1 Maintain the mental health services intern program, with two to four unpaid graduate level interns placed at YFS annually.
- 3.2 Continue public outreach campaigns to address community mental health needs related to the COVID-19 Pandemic recovery and other emerging issues.
- 3.3 Utilize Mobile Integrated Health (MIH) funds from King County Emergency Medical Services (KCEMS) to address the needs of low-acuity 9-1-1 callers and vulnerable community members by connecting these individuals with resources and referrals to health and human services providers. This program is in coordination with MIFD, and the work is ongoing.

### 4. Goal: Provide Emergency Assistance and Geriatric Case Management

- 4.1 Provide food support for residents facing food insecurity, which currently includes grocery gift cards. Re-evaluate food pantry operations as Pandemic recovery efforts allow as part of the comprehensive Emergency Assistance policy update.
- 4.2 Provide emergency financial assistance support as available and meet community demand for case management and resource/referral support each year of the biennium. Continue collaboration with the YFS Foundation to raise funds to meet emergency assistance needs.
- 4.3 Meet community demand for geriatric case management services.

### 5. Goal: Integrate and Expand Trauma-Informed Approaches (TIA) Organizational Development

- 5.1 Implement TIA organizational assessment for the YFS department by Q1 2023
- 5.2 Continue bi-annual TIA trainings and consultation targeted for mental-health professionals and human services providers. This work is ongoing.
- 5.3 Continue to integrate TIA concepts into weekly clinical team meetings, monthly YFS All Staff meetings and direct service clinical and case management work. This work is ongoing.
- 5.4 Draft a two-year plan for organizational growth related to TIA by Q2 2023.

### 6. Goal: Seek Funding Sustainability for the Healthy Youth Initiative

- 6.1 Monitor SAMHSA federal funding opportunities for substance use prevention and mental health promotion programming to determine eligibility for available funding. This work is ongoing.
- 6.2 Maintain regional and national relationships that are conducive to competitive grant applications. This work is ongoing.
- 6.3 Apply for any eligible funding to sustain Healthy Youth Initiative programming beyond the 2023-2024 biennium. This work is ongoing.
- 6.4 Develop a sustainable funding model for the Healthy Youth Initiative for the 2025-2026 biennium by Q3 2024.

## Youth & Family Services Work Plan Cont.

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### **7. Goal: Integrate and Expand Organizational Equity and Social Justice Practices**

- 7.1 Schedule annual diversity, equity, and inclusion trainings and consultation targeted for mental-health professionals and human services providers.
- 7.2 Hold quarterly mental health-specific consultation sessions during clinical team meetings in partnership with regional human service organizations. This work is ongoing.
- 7.3 Support City of Mercer Island and Mercer Island School District organizational diversity, equity, and inclusion efforts. This work is ongoing.

### **8. Goal: Rebuild baseline operations at the Thrift Shop working towards optimizing sales into the next biennium.**

- 8.1 Increase annual revenues by 10% each year of the biennium based on FY 2022 gross revenues.
- 8.2 Implement a new standardized staff training program to optimize donation processing and production output by Q2 2023.
- 8.3 Complete Thrift Shop facility capital improvements in both FY 2023 and FY 2024 that re-set the retail store, correct building deficiencies, enhance safety and aesthetics, and increase operational efficiencies. Strategize scheduling of capital program work to minimize downtime/closures.
- 8.4 Grow volunteer service hours by 15% in 2023 and 10% in 2024 to increase engagement of the Shop's volunteer labor pool by Q4 2024.
- 8.5 Decrease the amount of unsellable items received through donations 50% by Q4 2023, thereby reducing storage, transport, and disposal costs and using staff time on higher return-on-investment activities.
- 8.6 Strengthen the relationship between the community and Thrift Shop through education and communication in our newsletters and other social platforms. Utilize special events and sales to enhance community support to further the Mercer Island Youth & Family Services' mission.



# BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6353**  
**October 3, 2023**  
**Consent Agenda**

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6353: Termination of the Eastside Public Safety Communications Agency Interlocal Agreement	<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>	Authorize the City Manager to take the necessary actions to (1) terminate the Eastside Public Safety Communications Agency (EPSCA) Interlocal Agreement; (2) dissolve EPSCA; and (3) effectuate the termination and dissolution in best interest of the City.	

<b>DEPARTMENT:</b>	Police
<b>STAFF:</b>	Ed Holmes – Chief of Police Jeff Magnan – Police Commander
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Interlocal Agreement with Eastside Public Safety Communications Agency
<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 authorize the City Manager to terminate the Interlocal Agreement (ILA) with Eastside Public Safety Communications Agency (EPSCA) upon its dissolution scheduled for 2024.

- In 1992, Mercer Island was one of several Eastside cities that became principals in an ILA designed to create an 800 MHz regional Public Safety radio network known as the Eastside Public Safety Communications Agency.
- EPSCA was formed to maximize the availability and effectiveness of radio communications, allowing for greater interoperability between agencies.
- Following its formation, several additional agencies joined EPSCA as subscriber agencies and the original ILA was updated in 2021.

- In 2023, the member cities moved operations of the EPSCA radio network to the newly formed Puget Sound Emergency Radio Network (PSERN).
- Now that all radio operations have moved to PSERN, the EPSCA radio network is no longer needed, and the associated ILA must be terminated.
- This termination process includes decommissioning equipment, terminating existing contracts, and the liquidation of all assets and each principal agency will receive a portion of the liquidated assets based on the radio use charges each agency has paid.

## BACKGROUND

EPSCA was originally formed in 1992 by an interlocal agreement (ILA) among the principal cities of Bellevue, Kirkland, Mercer Island and Redmond. Issaquah joined a year later followed by several other agencies who became subscriber agencies. Under the ILA, EPSCA owns, operates, and maintains the infrastructure necessary to connect local 911 operations to the regional 800 MHz emergency radio network.

Since 1992, the Eastside Public Safety Communications Agency (EPSCA) has provided emergency radio network and systems management to its member agencies. All of Mercer Island's police and fire dispatching and radio communications have been transmitted via the radio network and systems owned and managed by EPSCA.

In 2023, the member cities moved operations of their 800 MHz emergency radio network to the newly formed Puget Sound Emergency Radio Network (PSERN). The EPSCA radio system is no longer in use, so the ILA must be terminated.

## ISSUE/DISCUSSION

Since all radio operations have been moved from the EPSCA system to the new PSERN system, the EPSCA principal agencies are in the process of terminating operations per Section 20 - Termination of Agreement; Dissolution of Agency of the current ILA (see Exhibit 1). It states that upon the vote of 80% of the principal agencies, the agreement will be terminated, and business will be complete at least one (1) year from the date of the vote to terminate.

As a principal agency, the City Council must authorize the City Manager to terminate the ILA to dissolve EPSCA. Terminating the ILA involves a process that includes decommissioning towers and equipment, terminating existing maintenance and leasing contracts, and the liquidation of all assets. While the value of the remaining assets is not known at this time, any surplus funds from asset sales will be apportioned to the principal agencies.

## RECOMMENDED ACTION

Authorize the City Manager to take the necessary actions to (1) terminate the Eastside Public Safety Communications Agency (EPSCA) Interlocal Agreement; (2) dissolve EPSCA; and (3) effectuate the termination and dissolution in best interest of the City.



SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY  
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

VERSION DATED JANUARY 7, 2021

*SUBSTANTIVELY IDENTICAL TO VERSION  
REVIEWED AND APPROVED BY EPSCA BOARD, DECEMBER 12, 2019*

SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY  
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

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Exhibit B	Draft form of Successor Interlocal Agreement

## SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW and has been authorized by the legislative body of each jurisdiction.

### RECITALS

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs the Principals have, through the 1992 Agreement, developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) which is part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County (the “Network”); and

WHEREAS, the System and Network improve public safety by making emergency and public safety communications in King County more reliable, increasing the capacity of these systems, allowing different governmental agencies in King County to communicate directly with one another, improving the ability of government agencies to respond in a coordinated manner to a major disaster, and enhancing the safety of front-line emergency response personnel; and

WHEREAS, the 1992 Agreement established a joint board operation for EPSCA and provided that the Executive Board of EPSCA could create a nonprofit corporation to accomplish all or any portion of the purposes of the Agency; and

WHEREAS, in March 2013, the Principals modified the governance and corporate structure of EPSCA and updated other terms of the 1992 Agreement by entering into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under RCW Chapters 39.24 and 24.06; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, the “Puget Sound Emergency Radio Network System” or “PSERN System,” that when completed will replace EPSCA’s System; and

WHEREAS, in 2015, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies”) entered into an “Implementation Period ILA” designating King County as the lead agency for planning, procurement, financing and implementation of the PSERN System under the oversight of a joint board, which includes a representative jointly selected by the Principals; and

WHEREAS, the PSERN member agencies have entered into a second interlocal agreement, the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”) which provides for the creation of a separate governmental agency (the “PSERN Agency”), under authority of RCW Chapters 39.34 and 24.06, to assume ownership and control of the PSERN System following the full acceptance of the new PSERN system; and

WHEREAS the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”), as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, the Principals by entering into this Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement confirm their agreement as to how they will jointly exercise their rights and responsibilities under the PSERN Operator ILA;

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Non-profit Corporation Act set forth in chapters 39.34 and 24.06, respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

**SECTION 1. REORGANIZATION OF EPSCA AS A NONPROFIT CORPORATION.**  
The Eastside Public Safety Communications Agency (“EPSCA”) is reorganized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW) and the 1992 Agreement, and as so reorganized EPSCA shall continue to have all rights and responsibilities assigned it by the Principals as contemplated and accomplished pursuant to the 1992 Agreement, including but not limited to the responsibility for developing, owning, operating and managing the System on behalf of the Principals.

**SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF 1992 AGREEMENT.**  
This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 1992 Agreement which shall be of no further force or effect.

### SECTION 3. DEFINITIONS.

- a. Agreement. The “Agreement” is this Second Amended And Restated Eastside Public Safety Communications Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- b. 1992 Agreement. The “1992 Agreement” is the Interlocal Agreement Establishing the Eastside Public Safety Communications Agency entered into between the Cities of Bellevue, Redmond, Kirkland and Mercer Island, and including the 1993 Addendum admitting the City of Issaquah as a Principal.
- c. Chief Executive Officer. The “Chief Executive Officer” with respect to any Principal is the individual designated as such by state law; for example, in a council-manager form of city government, the Chief Executive Officer is the city manager; in a council-mayor form of city government, the Chief Executive Officer is the mayor.
- d. EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency.
- e. EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the EPSCA Board pursuant to Section 8 of this Agreement to represent the Original Principals on the PSERN Board.
- f. Executive Director. The “Executive Director” is the chief operating officer for EPSCA appointed by and serving at the pleasure of the Executive Board.
- g. Executive Board. The “Executive Board” is the body described in Section 6 and shall be the executive body of EPSCA.
- h. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.
- i. Network. The “Network” is the regional public safety communications network for King County of which the System is a part. The Network is currently based on an 800 MHz frequency platform.
- j. Operations Committee. The “Operations Committee” is the advisory body described in Section 7.
- k. Original Principals. The “Original Principals” are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PSERN Board Representative.
- l. Participating Agencies. All Principals, and all Subscribers, as they may be so constituted from time to time, are collectively referred to as the “Participating Agencies” or “Participants,” and individually referred to as a “Participating Agency” or “Participant.”
- m. Principal. A “Principal” is a general purpose municipal corporation formed as a city under the laws of the state of Washington which meets the requirements of Section 14.c and has accepted the terms of and is a party to this Agreement, and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by EPSCA according to such terms and conditions as may be established by the Executive Board.
- n. PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the

Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

o. PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, effective December, 2020.

p. PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

q. PSERN Board. The “PSERN Board” is the four member executive board governing operations of the PSERN Agency.

r. Public Safety Interlocal Operation. A public safety interlocal operation includes a joint operation of fire districts and cities for provision of public fire services and Emergency Medical Services (EMS)s entered into and operating pursuant to Chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. and/or a regional fire protection service authority created pursuant to Chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

s. Radio. A “Radio” is an 800 MHz (or successor technology) radio served by the System.

t. Radio Unit Charge. A “Radio Unit Charge” is the cost per Radio charged by EPSCA to all Participating Agencies for services of EPSCA enabling radios owned by Participating Agencies to access and use the System.

u. Regional Agreement. The “Regional Agreement” is the Emergency Radio Communication System Interlocal Cooperation Agreement governing the Network operation and allocation of certain regional levy funds, to which EPSCA is a party, entered into in 1993 between EPSCA, King County, Valley Communications Center, the City of Seattle, and the Port of Seattle.

v. Representative. The term “Representative” refers to the individual representing a Principal or a Subscriber on the Operations Committee, or his/her designated alternate.

w. Simple Majority Vote. A “Simple Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

x. Subscriber. A “Subscriber” is a general purpose municipal corporation, special district, public school district, public hospital district or other entity formed under the laws of Washington which has agreed to pay EPSCA for Radio maintenance services or other services as offered at a rate or rates according to such terms and conditions as may be established by the Executive Board and evidenced by separate contract between EPSCA and such entity. A Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14.

y. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds(66%) of all Members of the Executive Board in number; and (2) not less than two-thirds(66%) of the Weighted Vote of all Members of the Executive Board.

z. System. The “System” is the public safety radio communication system operating in East King County developed in common by EPSCA and other governmental agencies in King County, including without limitation the base stations and towers for an 800 MHz system and microwave backbone, as the same may be upgraded over time.

aa. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Radios bears to the total number of Radios used by all Principals.

**SECTION 4. EPSCA SERVICES.** EPSCA has the responsibility and authority for developing, owning, operating, maintaining and managing the System in East King County, as additionally described in Exhibit A and including but not limited to the following more specifically described services:

- a. Developing, owning, operating, maintaining and managing the System.
- b. Ensuring the System is integrated into the Network and coordinating with regional partners with regards to the operation, maintenance and development of the Network.
- c. Ensuring Radios can access the System by developing and deploying the required interfacing technology.

It is expressly contemplated that this scope of services includes the implementation, operation and maintenance of replacement or upgrades of such components of the System as necessary or appropriate to remain integrated with the Network, and excludes the implementation of System capacities or services not necessary or appropriate to remaining integrated with the Network. EPSCA shall also have authority to provide contract services to dispatch centers to maintain dispatch console equipment. Expansion of this scope of services shall require an amendment of this Agreement approved by all the Principals. An expansion of the scope of services is defined as items not within the scope of Section 4 and Exhibit A.

**SECTION 5. EPSCA POWERS.** Through its Executive Board, EPSCA shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budget expenditures for EPSCA;
- c. Establish policies for expenditures of budget items for EPSCA;
- d. Review and adopt a personnel policy for EPSCA (if applicable);
- e. Review and approve operating and financial policies for EPSCA;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the EPSCA;
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW);

- h. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations;
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 4;
- j. Retain and terminate an Executive Director;
- k. Create committees to review and make recommendations;
- l. Approve strategic plans;
- m. Approve the addition of new Principals and new Subscribers and the terms of their participating in EPSCA and receipt of EPSCA services;
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- o. Establish Radio User Charges and other charges for services provided to Participating Agencies or other parties;
- p. Direct and supervise the activities of the Operations Committee, and the Executive Director;
- q. Make purchases or contract for services necessary to fully implement the purposes of this Agreement;
- r. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
- s. Receive all funds allocated to EPSCA by Participating Agencies;
- t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of EPSCA;
- u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in EPSCA's name;
- w. Make and alter bylaws for the administration and regulation of its affairs;
- x. Hold radio frequency licenses to enable EPSCA to operate and maintain the System; and
- y. Any and all other lawful acts necessary to further EPSCA's goals and purposes.

#### SECTION 6. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. EPSCA shall be governed by an Executive Board composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal or his/her alternate as provided in Section 6.e. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Ex Officio Representative. The Chair (or the Vice Chair in his or her absence) of the Operations Committee shall serve as an ex officio, non-voting member of the Executive Board.
- c. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from EPSCA. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.



d. Powers. The Executive Board shall have final decision making authority upon all policy issues and shall exercise the powers described in Section 5. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).

e. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency.

f. Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board) shall constitute a quorum of the Executive Board for purposes of doing business on any issue.

g. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.h or as otherwise specified by Sections 19, 20 and 21 require a Simple Majority Vote for approval. A Member may not split his or her vote on an issue. No voting by proxies shall be allowed.

i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.e.

ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of each January 1 based on the number of Radios on the System that are in use by the then current Principals as of April 30 of the preceding year.

h. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval or amendment of EPSCA budget, including Radio user charges or other service charges;
- ii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000 (subject to the requirements of Section 21);
- iii. Admission of a new Principal;
- iv. Appointing or removing the Executive Director;
- v. Amendment of this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement);
- vi. Adoption or amendment of the EPSCA Bylaws, or amendment of the EPSCA Articles of Incorporation subject to other applicable requirements of Chapter 24.06 RCW; and
- vii. Other actions requiring a two-thirds majority vote under Chapter 24.06 RCW, *excluding* termination, dissolution, merger, consolidation, or sale of all or substantially all assets all of which

shall require approval by 80% of the weighted votes of Principals in accordance with Sections 20 and 21.

i. Officers. The Executive Board shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair is to preside at the meetings of the Executive Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Executive Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 2013, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Executive Board shall elect a new Chair and Vice-Chair for one year terms commencing each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Executive Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of EPSCA, provided that such persons shall not be Members of the Executive Board.

j. Staffing. The Executive Director shall assign agency staff to support the Executive Board as he or she deems appropriate.

k. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once each calendar quarter, at a time and place designated by the Chair of the Executive Board or by a majority of its Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members upon giving all other Members not less than ten (10) days prior notice. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

l. Articles and Bylaws. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

m. Consultation with Operations Committee. It is the intent of this Agreement to seek the active participation and advice of Participating Agencies in the determination of EPSCA policies and management. To the extent practicable, all items to come before the Executive Board shall have been previously subject to the review, comment and recommendation of the Operations Committee and the Executive Board shall consider such input from the Operations Committee in its deliberations.

## SECTION 7. OPERATIONS COMMITTEE.

a. Creation and Membership. An Operations Committee is created to serve in an advisory capacity to the Executive Board. The Operations Committee shall be composed of:

- i. The Police Chief or his/her designee from each Principal.
- ii. The Fire Chief or his/her designee from each Principal, *provided that* a Principal that receives fire service from a Public Safety Interlocal Operation may appoint a representative from such entity to serve as a member of the Operations Committee.

Additional members of the Operations Committee may be selected by the Executive Board which shall select at least one representative from among the EPSCA Subscribers, if any.

- b. Committee Representatives. Persons serving on the Operations Committee are referred to as Representatives (or alternates) and shall serve without compensation from EPSCA.
- c. Alternates. Representatives to the Operations Committee may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies.
- d. Powers. The Operations Committee shall endeavor to promote interagency collaboration, cooperation and information sharing between EPSCA Principals and Subscribers. The Operations Committee shall:
  - i. Assist in the review and development of proposed Agency operating policies and procedures, system development options, proposed service options, rules and regulations for use of EPSCA System equipment and facilities, and such other matters as the Executive Board may direct.
  - ii. Review and comment on the draft budget prior to its submittal to the Executive Board, including proposed Radio User Charges, rates, revenues and expenditures. The Operations Committee shall provide written recommendations with respect to the proposed budget to the Executive Board at the time the proposed budget is submitted to the Board.
  - iii. Make reports and recommendations to the Executive Board from time to time on matters the Operations Committee deems appropriate.
  - iv. Provide advice, information, and recommendations to either the Executive Board or the Executive Director.
- e. Quorum. A quorum at any meeting shall consist of Representatives of the Operations Committee (or their alternates) representing a simple majority of all Principals. Representatives (or alternates) may participate in meetings by telephone conference or other comparable means.
- f. Voting. All actions and recommendations of the Operations Committee shall be approved by majority vote of those present and voting. Each person serving on such Committee shall have one vote, except that in the event a Principal vests its Police and Fire executive duties in one individual who is a member of the Operations Committee, said Representative shall be entitled to cast two (2) votes on matters coming before the Committee. No proxy votes shall be allowed except that an Operations Committee Representative representing a specific Principal may vote by proxy the vote of a Representative who represents the same Principal. There shall be no Weighted Voting.

g. Officers. The Operations Committee shall select a Chair and Vice-Chair from among the membership of the Operations Committee. It will be the function of the Chair to preside at the meetings of the Operations Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially elected at the first meeting of the Operations Committee following the effective date of this Agreement, by majority vote of the Representatives on the Operations Committee and shall serve through May 31, 2013. The Operations Committee shall annually elect a Chair and Vice-Chair for one-year terms beginning each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Operations Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the Operations Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term.

h. Staffing. The Operations Committee shall be staffed by the Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. The Operations Committee shall meet not less than once every two months, at a time and place designated by the Chair of the Operations Committee or by a majority of its Representatives. Not less than ten (10) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair of the Operations Committee or Representatives representing at least two or more members of the Committee representing at least two different Principals and upon giving all other Representatives not less than seven (7) days prior notice of such meeting. In an emergency, the Operations Committee may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives.

## SECTION 8. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

a. Selection of EPSCA PSERN Board Member, Designee and Alternate. The Original Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Original Principals agree to exercise this right as follows:

- i. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Original Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are deemed by the Original Principals to be a single appointee (referred to as the "Alternate") and must similarly be the Chief Executive Officer of one of the Original Principals.
- ii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three consecutive terms.

- iii. Powers. The ESPCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- iv. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep EPSCA Executive Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Executive Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Executive Board meetings as they deem appropriate.
- v. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Executive Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair's receipt of such notice or the next regular Executive Board meeting, whichever is sooner, the Chair shall convene the Executive Board for the purpose of filling any such vacancy.
- vi. Appointment and Removal Process. Except as otherwise provided in Section 8.b, the Original Principals representatives on the Executive Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Original Principals' Executive Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Original Principals' EPSCA Board Members at a duly noticed Executive Board meeting.

b. Effect of Withdrawal of an Original Principal. If an Original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal shall continue to participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate by sending its Chief Executive Officer to ESPCA Executive Board meetings where such selection or removal is to be taken up for consideration. The withdrawing Principal's Chief Executive Officer may serve as, and vote in the selection of, the EPSCA PSERN Board Representative or Alternate as if he or she were still a Member of the EPSCA Executive Board. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Executive Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original

Principal's Executive Board Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

*[Note: equal to 3 of 4 Board members]*

c. Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Original Principals are responsible to determine what constitutes legislative approval or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Original Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Original Principals remaining party to the PSERN Operator ILA.

d. Successor Agreement Anticipated. The Original Principals hereby state their nonbinding intent that:

- i. The Executive Board shall take action to dissolve EPSCA at such time as the Executive Board in its sole discretion deems appropriate, but not earlier than one (1) year after "Full System Acceptance" as defined in the PSERN Operator ILA. It is understood that the action to dissolve EPSCA triggers a one-year period before the dissolution is effective, per Section 20 of this Agreement.
- ii. A successor agreement to this Agreement, structuring EPSCA as a joint board under RCW 39.34.030 that is not constituted as a separate legal entity, and otherwise incorporating the terms of this Section 8, shall be negotiated and entered into between the Original Principals remaining party to the PSERN Operator ILA to become effective as of the date that EPSCA is dissolved as a nonprofit corporation. A draft of this ILA is appended as Exhibit B.

## SECTION 9. EXECUTIVE DIRECTOR.

a. Responsibilities and Authority. The Executive Board shall be responsible for the appointment and termination of an Executive Director, and shall request a recommendation from the Operations Committee regarding any proposed appointment. The Executive Director shall be responsible to the Executive Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer EPSCA in its day-to-day operations consistent with the policies adopted by the Executive Board. The Executive Director shall appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require. Only the Executive Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants may be designated in such manner as the Executive Board may determine subject to Sections 5 and 6.

b. Qualifications, Retention and Termination. The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will"

position and may be terminated from his position as Executive Director upon the Supermajority vote of the Executive Board, without cause.

c. Loaned Staff. It is expressly contemplated that the Executive Director and other staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of a Principal, and for whose services the lending Principal shall be fully compensated by agreement between said Principal and EPSCA.

**SECTION 10. PERSONNEL POLICY.** The Executive Director may, as he or she deems necessary from time to time, submit to the Executive Board a proposed EPSCA personnel policy for the Executive Board's approval, rejection or modification; provided that the Executive Director shall first submit any such proposed policies to the Operations Committee for its review and comment. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless EPSCA hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's Principal employer.

**SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION.** The Executive Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of the System so as to provide maximum and ultimate benefits to the members of the general public. The Executive Director shall present his or her recommendations to the Operations Committee and Executive Board from time to time. The Executive Director shall submit quarterly budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board.

**SECTION 12. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. EPSCA budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Committee. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with the Operations Committee's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget, including the proposed Radio Unit Charge; and forward same to Principals, no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 31 prior to commencement of the budget period, after: (1) confirmation of continuing Subscriber and other contracts supporting the budget; and (2) confirmation of the approval by the legislative authorities of Principals of their respective shares of the budget, evidenced by resolution or other appropriate method received by EPSCA no later than November 30 preceding the commencement of the budget period; *provided that*, Principals having not less than 66% of the Weighted Votes of the Executive Board and not less than 66% in number of the Principals must so approve. Failure of a Principal to

approve its share of the budget before the commencement of the budget period shall result in the Principal being converted to Subscriber status effective as of the first day of the budget period for which the budget was not approved, per Section 14.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the EPSCA budget to the budgets adopted by the Principals and account for other operating changes including but not limited to changes in the number of Radios held by Participating Agencies.

d. Cost Allocation. The EPSCA budget for System-related costs shall be generally allocated between all Principals and Subscribers based on the number of Radios each Participating Agency has contracted for with EPSCA. In adopting the budget, the Executive Board shall confirm the total budget amount and the Radio Unit Charge, as well as any other fees or charges necessary to fund the proposed budget. The number of Radios allocated to each Participating Agency with respect to the budget period shall be based on the best information available at the time the budget is adopted.

e. Notification of Radio Unit Charge. Based on the action of the Executive Board, the Executive Director shall notify the Principals and Subscribers of the estimated Radio Unit Charge and any other applicable charges for the following budget period no later than September 15 prior to the beginning of the budget period. The Executive Director shall notify the Principals and Subscribers of the final adopted Radio Unit Charge promptly following final adoption of the budget.

f. Payment of Radio Unit Charges and other charges. Radio Unit Charges shall be payable by Principals in quarterly installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board. Contracts with Subscribers for services will provide for payment of User Fees on a basis as approved by the Executive Board.

g. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. A Principal or Subscriber who is six (6) months delinquent in payment loses use of the System until all payments including interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the System. Withdrawal does not extinguish the obligation to pay EPSCA for services, together with interest.

h. Terms of Subscriber Contracts. Subscriber contracts shall include terms consistent with these delinquency provisions, that is, interest shall accrue on delinquent payments at the same rate as provided herein, and service may be terminated if fees and interest are not paid in full within six months.

i. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations or capital investments for EPSCA, at levels the Executive Board determines to be appropriate.

### SECTION 13. SYSTEM USE.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Interlocal Agreement or any bylaws adopted by EPSCA,



EPSCA may use any available funds for any purpose authorized by this Agreement in connection with an authorized project.

#### SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS.

a. Conversion of Principal to Subscriber. As described in Section 12.b, a Principal may be converted to Subscriber for failure to approve its share of the budget. On the date of such conversion, said former Principal shall:

- i. lose its representation on the Executive Board;
- ii. lose its right to receive a share of EPSCA assets upon dissolution of EPSCA;
- iii. become subject to payment of Radio Unit Charges in accordance with the then applicable Subscribers service contract; and
- iv. be bound by the terms of the then current Subscriber service contract.

The conversion of a Principal to Subscriber shall not discharge or relieve any such Subscriber of its previously incurred obligations as a Principal to EPSCA.

b. Election to Convert to Subscriber. A Principal also may elect to convert to Subscriber status effective January 1 of any year by giving written notice of its intent to the Executive Board no later than July 1 of the preceding year. Such conversion shall be effective as proposed without further action of the Executive Board, barring any basis for terminating the Principal and action thereon by the Executive Board.

c. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.j and this subparagraph (c) may be admitted as an EPSCA Principal upon Supermajority Vote of the Executive Board as required under Section 6.h. In addition to meeting the conditions of Section 3.j, a City seeking to become a Principal must:

- i. Have a population of not less than 5,000;
- ii. Have at least 50% of its geographical area located within the recognized geographical service area of the Agency's service area as identified in EPSCA's 800 MHz licenses;
- iii. accept the terms of this Agreement and the EPSCA Bylaws;
- iv. not be another Subregion or a voting member of any other Subregion participating in the King County 800 MHz Regional Communications System all as defined in the Regional Agreement; and
- v. Not have held Principal status with EPSCA within the five (5) years immediately preceding the date of application to become a Principal.

A Subscriber meeting the qualifications of a Principal may apply to the Executive Board to be converted to Principal status.

d. Other Conditions for Additional Principals. As a condition of becoming a Principal, whether by conversion or new admission, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board

may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Participants to incur additional cost.

e. Additional Subscribers. The determination of whether to accept new Subscribers shall be made by the Executive Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals per Section 14.d, it being the intention that the addition of new Subscribers shall not cause pre-existing Participants to incur additional cost.

**SECTION 15. CONTRACTS AND SUPPORT SERVICES.** The Executive Board or the Executive Director with advice of the Operations Committee shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, purchasing and data processing.

**SECTION 16. RETAINED POWERS OF PARTICIPATING AGENCIES.** Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to connect to EPSCA's operations, including but not limited to Radios, dispatching equipment, and dispatch and related services. Interconnecting equipment and services will not be included in EPSCA's budget and operational program, except as the Executive Board may determine.

**SECTION 17. INVENTORY AND PROPERTY.**

a. Ownership of Property. The System, including property both real and personal, purchased or otherwise acquired pursuant to or in connection with this Interlocal Agreement shall be owned in the name of the Eastside Public Safety Communications Agency; provided, however, that for valuable consideration received, the Executive Board may convey ownership of specific equipment or components of the System to Principals or Subscribers. EPSCA may, but shall not be required to, own, operate and/or lease radio and/or dispatch facilities under contracts with Principals and Subscribers.

b. Equipment and furnishings for EPSCA's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for EPSCA's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by EPSCA.

c. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to EPSCA, and the values thereof. The Executive Director shall also maintain and annually update by April 30 of each year an inventory of all Radios under service contract to EPSCA from Subscribers and Principals.

d. In the event of dissolution or termination of EPSCA, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

**SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.**

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the EPSCA Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws, is terminated, changes or is changed to Subscriber status shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or notice of change to Subscriber status, to the extent said increased capital and/or operating costs are not recouped through Radio Use Charges or other fees paid by Subscribers for services provided as a result of or through said project. After recouping such costs, the Executive Board may authorize reimbursement based on a depreciated value of the withdrawing or converting Principal's contribution

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to EPSCA.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budgets items to be implemented prior to the withdrawal or termination date.

**SECTION 19. AMENDMENT OF AGREEMENT.** This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board in accordance with Section 6.h, except that any amendment affecting the terms and conditions of membership on the Executive Board, voting rights of Executive Board members, powers of the Executive Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, expansion of the scope of services provided by EPSCA (Section 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals. This section shall not be construed to require unanimous consent for the addition of a new Principal or agreement to serve an additional agency or department of a Principal.

**SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.**

a. This Agreement may be terminated upon the vote of Principals holding at least eighty percent (80%) of the weighted vote of all the Principals. The termination shall be by direction of the Executive Board wind up business by a specified date which date shall be at least one (1) year from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of EPSCA shall be disposed of in the following manner:

i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all

outstanding EPSCA liabilities, shall be distributed to those Principals still participating in EPSCA on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' paid Radio Use Charges over the preceding five (5) years bears to the total of all then remaining Principals' user fees paid during such five-year period.

ii. In the event outstanding liabilities of EPSCA exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of EPSCA unless provision is made for those obligations.

**SECTION 21. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF EPSCA.** Approval of the merger or consolidation of EPSCA with another entity, or the sale of all or substantially all assets of EPSCA, shall require the approval of Principals holding at least eighty percent (80%) of the weighted votes of all Principals.

**SECTION 22. DISPUTE RESOLUTION.**

a. Whenever any dispute arises between the Principals or between the Principals and EPSCA (referred to collectively in this section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

d. If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon

arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and the cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

**SECTION 23. INTERGOVERNMENTAL COOPERATION.** EPSCA shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

**SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.**

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

b. Each Principal shall defend, indemnify and hold EPSCA and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by EPSCA.

c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and EPSCA, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

d. Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement, a Principal's withdrawal from EPSCA, or a Principal's conversion to Subscriber status (collectively

for purposes of this subparagraph “Termination”), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

**SECTION 25. INSURANCE.** EPSCA shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of EPSCA’s Executive Board, Operations Board, Executive Director and staff. To the extent practicable, all Participating Agencies shall be named as additional insureds on any policy, including pool insurance.

**SECTION 26. NOTICE.** Notices required to be given to EPSCA under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Executive Board  
c/o his/her Principal agency’s address

Notices to Principals or Subscribers, Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), telegram, or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

**SECTION 27. VENUE.** The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

**SECTION 28. FILING.** As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Records and Elections, or, alternatively, listed by subject on a Principal’s web site or other electronically retrievable public source.

**SECTION 29. NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**SECTION 30. SEVERABILITY.** The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

**SECTION 31. RATIFICATION.** All prior acts taken by the Principals and EPSCA consistent with this Agreement are hereby ratified and confirmed.

**SECTION 32. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.** This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or

ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2013, subject to prior filing of same as required by Section 28 hereof, and further subject

to the Agreement having been executed on or prior to such date by all Principals party to the 1992 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

### City of Bellevue

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date:

### City of Issaquah

DocuSigned by:

*Mary Lou Pauly*

May 05 FF9F862CD7468...

\_\_\_\_\_  
3/10/2021

\_\_\_\_\_  
Date

Approved as to Form:

DocuSigned by:

*Natalie M. Haney* on behalf of J. Haney

City Attorney E641101B716405...

\_\_\_\_\_  
Date: 3/10/2021

### City of Kirkland

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

### City of Mercer Island

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**City of Redmond**

DocuSigned by:

*Mayor Angela Birney*

F678C3A6CA90451...

\_\_\_\_\_  
Mayor

4/18/2022

\_\_\_\_\_  
Date

Approved as to Form:

DocuSigned by:

*James E. Haney*

85394CE968994B5...

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

4/19/2022

Date: \_\_\_\_\_



SECTION 32. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE. This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2013, subject to prior filing of same as required by Section 28 hereof, and further subject

to the Agreement having been executed on or prior to such date by all Principals party to the 1992 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

**City of Bellevue**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date:

**City of Issaquah**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date:

**City of Kirkland**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

**City of Mercer Island**

  
\_\_\_\_\_  
Jessi Bon, City Manager

January 19, 2021

\_\_\_\_\_  
Date

Approved as to Form:

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

Date:\_\_\_\_\_

\_\_\_\_\_  
/s/ Bio Park  
Mercer Island City Attorney

Date: January 19, 2021

**City of Redmond**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Approved as to Form:

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


Date:\_\_\_\_\_

ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2013, subject to prior filing of same as required by Section 28 hereof, and further subject

to the Agreement having been executed on or prior to such date by all Principals party to the 1992 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

### City of Bellevue

DocuSigned by:  
  
 116F800950F7404...  
 City Manager  
 5/23/2022  
 Date

Approved as to Form:

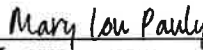
DocuSigned by:  
  
 22B9210BD2C749C...  
 City Attorney  
 Date: 5/18/2022

### City of Kirkland


City Manager  
 Date

Approved as to Form:

### City of Issaquah

DocuSigned by:  
  
 55F9F862CD7468...  
 Mayor  
 3/10/2021  
 Date

Approved as to Form:

DocuSigned by:  
  
 55F9F862CD7468...  
 City Attorney  
 Date: 3/10/2021

### City of Mercer Island

City Manager  
 Date

Approved as to Form:

ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2013, subject to prior filing of same as required by Section 28 hereof, and further subject

to the Agreement having been executed on or prior to such date by all Principals party to the 1992 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

**City of Bellevue**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date:

**City of Issaquah**

DocuSigned by:

*Mary Lou Pauly*

Mayor ID: 25FF9F862CD7468...

3/10/2021

\_\_\_\_\_  
Date

Approved as to Form:

DocuSigned by:

*Natalie MacLean* on behalf of J. Haney

City Attorney ID: 25FF9F862CD7468...

Date: 3/10/2021

**City of Mercer Island**

**City of Kirkland**

*[Signature]*  
\_\_\_\_\_  
City Manager

*4/18/22*  
\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

Kevin Raymond  
City Attorney  
Date: 4/19/22

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

**City of Redmond**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

## Exhibit A

**Additional Detail on EPSCA Scope of Services**

This Attachment provides additional detail on the scope of services described in Section 4 of the Agreement that EPSCA is authorized to provide. Capitalized terms not defined here have the meanings as defined in the Agreement.

1. Developing, owning, operating, and maintaining the System and any subsequent System upgrades or replacements as necessary or appropriate to ensure the System is integrated with the Network. This includes, without limitation, developing, implementing and ensuring compliance with the rules and regulations regarding use and access of the System by Principals and Subscribers.
2. Participating in the regional development and implementation of any successor or upgraded System or Network.
3. Maintaining dispatch console systems via individual contract with 9-1-1 dispatch centers serving Principals or Subscribers of EPSCA.
4. Provide Principals and Subscriber agencies with technical assistance and guidance with regards to radios and connectivity to the System.
5. Report to user agencies through the Operations Committee regarding new advances, direction, or opportunities with regards to public safety radio communications.
6. Represent EPSCA's interests through participation in regional, state and national forums regarding public safety radio communications, including but not limited to: the Regional Communications Board (RCB) established under the Regional Agreement, and the Radio Executive Policy Committee (REPC) formed to design, build and operate an upgraded regional (multi-county) public safety communications network.
7. Continuously strive to provide improved service levels, capacity and coverage to Principals and Subscribers.
8. Endeavor to find additional revenue streams to help offset costs of providing service to Principals and Subscribers.

## Exhibit B

**Draft Form of Successor Interlocal Agreement****EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY JOINT BOARD  
INTERLOCAL AGREEMENT**

THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW and has been authorized by the legislative body of each jurisdiction.

**RECITALS**

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs the Principals through the 1992 Agreement, developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) as part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County; and

WHEREAS, in March 2013, the Principals modified the governance and corporate structure of EPSCA and updated other terms of the 1992 Agreement by entering into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under RCW Chapters 39.24 and 24.06; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, the “Puget Sound Emergency Radio Network System” or “PSERN System”; and

WHEREAS, in 2020, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies”) entered into the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”) which created a separate governmental agency (the “PSERN Agency”), under authority of RCW Chapters 39.34 and 24.06, to assume ownership and control of the PSERN System following the construction and full acceptance of such system; and

WHEREAS the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”), as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, the Principals in 2020 entered into a Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement (“2020 Agreement”) confirming their agreement as to how they would jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the PSERN system was constructed and full system acceptance of the system by the PSERN Agency occurred on \_\_\_\_\_ at which point the EPSCA System was fully replaced and no longer in use; and

WHEREAS, on \_\_\_\_\_, the EPSCA Board of Directors (“Board of Directors”) voted to dissolve EPSCA as a nonprofit corporation and terminate the Second Amended and Restated Agreement at the point the dissolution activities are completed, and to thereupon create a joint board through which the Principals will thereafter jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the action to dissolve EPSCA triggered a one-year timeline during which EPSCA would undertake all actions necessary to effect the dissolution, to be completed on \_\_\_\_\_; and

WHEREAS, the Principals have approved this Eastside Public Safety Communications Joint Board Agreement as a successor agreement to the 2020 Agreement, in order to continue to facilitate the joint exercise of their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals intend that this EPSCA Joint Board Agreement go into effect immediately upon the dissolution of EPSCA as a separate nonprofit corporation and the termination of the Second Amended and Restated Agreement; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Non-profit Corporation Act set forth in chapters 39.34 respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

**SECTION 1. CREATION OF EPSCA JOINT BOARD.** The Principals hereby create the **Eastside Public Safety Agency Joint Board (“Joint Board”)** for the purpose of serving as the group through which the Principals determine to jointly exercise their rights under the PSERN Operator ILA as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW). The Joint Board is not formed as a separate legal entity. The Joint Board is the



successor administrative entity to EPSCA for purposes of facilitating the performance by the Principals of their rights and responsibilities under the PSERN Operator ILA to appoint a PSERN Board Member and alternate and any other joint rights and responsibilities under the PSERN Operator ILA.

**SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF SECOND AMENDED AND RESTATED AGREEMENT.** This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 2020 Agreement which shall be of no further force or effect.

**SECTION 3. DEFINITIONS.**

bb. **Administrator.** The “Administrator” is the Principal designated from time to time by the Joint Board, to undertake all administrative functions on behalf of the Joint Board. The initial Administrator shall be the City of \_\_\_\_\_.

cc. **Agreement.** The “Agreement” is this Eastside Public Safety Communications Agency Joint Board Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

dd. **Chief Executive Officer.** The “Chief Executive Officer” with respect to any Principal is the individual designated as such by state law; for example, in a council-manager form of city government, the Chief Executive Officer is the city manager; in a council-mayor form of city government, the Chief Executive Officer is the mayor.

ee. **EPSCA.** “EPSCA” means the Eastside Public Safety Communications Agency, which was dissolved as a separate nonprofit corporation as of the effective date of this Agreement. The Joint Board is the successor to EPSCA.

ff. **EPSCA PSERN Board Representative.** The “EPSCA PSERN Board Representative” is the person selected by the Joint Board pursuant to Section 8 of this Agreement to represent the Original Principals on the PSERN Board.

gg. **Joint Board.** The “Joint Board” is the body established by Section 1 of this Agreement.

hh. **Member.** A “Member” or “Joint Board Member” is the individual representing a Principal on the Joint Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.

ii. **Original Principals.** The “Original Principals” are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PSERN Board Representative.

jj. **Principal.** A “Principal” is a general purpose municipal corporation formed as a city under the laws of the state of Washington and has accepted the terms of and is a party to this Agreement.

kk. **PSERN Agency.** The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

ll. **PSERN Operator ILA.** The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among

King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, effective\_\_\_\_\_, 2020.

mm. PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

nn. PSERN Board. The “PSERN Board” is the four member executive board governing operations of the PSERN Agency.

oo. Simple Majority Vote. A “Simple Majority Vote” of the Joint Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

pp. Supermajority Vote. A “Supermajority Vote” means Joint Board approval of an item accomplished by securing affirmative votes of not less than two-thirds (66%) of all Members of the Joint Board in number.

**SECTION 4. JOINT BOARD POWERS.** The Joint Board shall have all powers allowed by law for a joint board administrative agency created under RCW 39.34.030, as it may be amended, in furtherance of the purpose of the Joint Board as set forth in Section 1.

#### **SECTION 5. JOINT BOARD COMPOSITION AND OPERATION.**

n. Composition. The Joint Board shall be composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal or his/her alternate as provided in Section 6.d. Such representatives are referred to as a Member or Members of the Joint Board.

o. Conditions for Serving on Joint Board. All Members and their alternates shall serve without compensation from the Joint Board. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

p. Powers. The Joint Board shall have final decision making authority upon all policy issues and shall exercise the powers described in Section 4. The Joint Board may delegate responsibility for execution of Joint Board policies and directives and for administrative decision-making to the Administrator.

q. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Joint Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency.

r. Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 10 has given notice of withdrawal or has which been terminated by vote of the Joint Board) shall constitute a quorum of the Joint Board for purposes of doing business on any issue.

s. Voting. The Joint Board shall strive to operate by consensus. Except as otherwise described in Sections 6, 11, 12 or 13, all Joint Board decisions require a Simple Majority Vote for approval. A Member may not split his or her vote on an issue. No voting by proxies shall be allowed.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Joint Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 10.

t. Officers. The Joint Board shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair is to preside at the meetings of the Joint Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Joint Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 202\_\_, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Joint Board shall elect a new Chair and Vice-Chair for one year terms commencing each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Joint Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Joint Board, provided that such persons shall not be Members of the Executive Board.

u. Staffing. The Administrator shall assign agency staff to support the Joint Board as it deems appropriate.

v. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once every six (6) months, at a time and place designated by the Chair of the Joint Board or by a majority of its Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members upon giving all other Members not less than ten (10) days prior notice. In an emergency, the Joint Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Joint Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

w. Joint Board Meeting Procedures. Unless otherwise approved by vote of the Joint Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Joint Board.

## SECTION 6. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

e. Selection of EPSCA PSERN Board Member, Designee and Alternate. The Original Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Original Principals agree to exercise this right as follows:

- vii. Qualifications. The EPSCA PSERN Board Representative must the Chief Executive Officer of one of the Original Principals. The designee and alternate of the EPSCA PSERN Board Representative as

described in the PSERN Operator ILA are deemed by the Original Principals to be a single appointee (referred to as the “Alternate”) and must similarly be the Chief Executive Officer of one of the Original Principals.

- viii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three consecutive terms.
- ix. Powers. The EPSCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- x. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep Joint Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Executive Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Executive Board meetings as they deem appropriate.
- xi. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Joint Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair’s receipt of such notice or the next regular Joint Board meeting, whichever is sooner, the Chair shall convene the Joint Board for the purpose of filling any such vacancy.
- xii. Appointment and Removal Process. Except as otherwise provided in Section 6.b, the Original Principals representatives on the Joint Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Original Principals’ Joint Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Original Principals’ EPSCA Board Members at a duly noticed Joint Board meeting.

f. Effect of Withdrawal of an Original Principal. If an Original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal shall continue to participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate by sending its Chief Executive Officer to Joint Board meetings where such selection or removal is to be taken up for consideration. The withdrawing Principal’s Chief Executive Officer may serve as, and vote in the selection of, the EPSCA PSERN Board Representative or Alternate as if he or she were still a Member of the Joint Board. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Joint Board Member shall not

participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original Principal's Joint Board Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

g. Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Original Principals are responsible to determine what constitutes legislative approval or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Original Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Original Principals remaining party to the PSERN Operator ILA.

#### SECTION 7. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES.

j. Budget Fiscal Year. The Joint Board's budget fiscal year shall be either the calendar year, or two calendar years as the Joint Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Joint Board.

k. Budget Approval. The Administrator shall develop the proposed operating budget for the next budget period. The budget shall include such costs as are reasonably necessary to reimburse the Administrator for its expenditures in connection with administering this Agreement and other expenses as may be proposed by the Joint Board. The Administrator shall present a proposed budget to the Joint Board by no later than June 30 prior to the commencement of the budget period. The Joint Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget, and forward same to Principals, no later than August 31. The budget shall be adopted by Majority Vote of the Joint Board effective no later than December 31 prior to commencement of the budget period, after confirmation of the approval by the legislative authorities of Principals of their respective shares of the budget, evidenced by resolution or other appropriate method received by the Joint Board no later than November 30 preceding the commencement of the budget period.

l. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Joint Board as necessary from time to time after each Principal has approved its own budget in order to conform the Joint Board budget to the budgets adopted by the Principals and account for other operating changes.

m. Cost Allocation. Unless otherwise agreed by a Supermajority Vote of the Joint Board, the Joint Board budget shall be allocated equally between all Principals.

n. Payment of share of budget. Each Principal shall pay its share of the approved budget no later than February 15 of each year, or on such schedule as may otherwise be approved by the Joint Board.

o. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. Withdrawal from this Agreement does not extinguish the obligation to pay the Joint Board for services, together with interest.

**SECTION 8. JOINT BOARD FUND TO BE CREATED; PROPERTY, FUNDS, CONTRACTS AND SUPPORT SERVICES.** The Administrator shall establish an “Operating Fund of the EPSCA Joint Board,” in which all funds of the Joint Board shall be deposited and from which its expenses shall be paid. Any and all real and personal property of the Joint Board shall be held in the name of the Administrator for the benefit of the EPSCA Joint Board. The Administrator, with prior approval of the Joint Board, shall as necessary contract with appropriate third parties for any facilities and services necessary to the operation of the Joint Board.

**SECTION 9. RETAINED POWERS OF PARTICIPATING AGENCIES.** Each Principal shall retain the responsibility and authority for its operational departments with respect to any activities related to public safety radio dispatch and related services. .

**SECTION 10. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.**

f. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Joint Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal’s membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

g. Time is of the essence in giving notice of termination and/or withdrawal.

h. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations under this Agreement.

i. An Joint Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Joint Board which termination is effective at a future date, shall be authorized to cast votes at the Joint Board only on budgets items to be implemented prior to the withdrawal or termination date.

**SECTION 11. AMENDMENT OF AGREEMENT.** This Agreement may be amended upon approval of a Supermajority Vote of the Joint Board, except that any amendment affecting the terms and conditions of membership on the Joint Board, voting rights of Joint Board members, powers of the Joint Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, expansion of the scope of services provided by the Joint Board (Sections 1 and 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals. This Section shall not be construed to require unanimous consent for the addition of a new Principal or agreement to serve an additional agency or department of a Principal.

**SECTION 12. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.**

e. This Agreement may be terminated upon the Supermajority Vote of Principals. The termination shall be by direction of the Executive Board wind up business by a specified date which date shall be at least ninety (90) days from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

- f. Upon termination of this Agreement,
- g. all property acquired during the life of the Agreement remaining in ownership of the Joint Board shall be disposed of in the following manner:
  - i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding Joint Board liabilities, shall be distributed to those Principals still participating in Joint Board on the day prior to the termination date and shall be apportioned equally between the Principals.
  - ii. In the event outstanding liabilities of the Joint Board exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.
- h. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain.
  - i. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of the Joint Board unless provision is made for those obligations.

**SECTION 13. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF JOINT BOARD.** Approval of the merger or consolidation of the Joint Board with another entity, or the sale of all or substantially all assets of the Joint Board, shall require the approval of Principals holding at least a Supermajority Vote of all Principals.

#### **SECTION 14. DISPUTE RESOLUTION.**

- a. Whenever any dispute arises between the Principals or between the Principals and the Joint Board (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.
- b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Joint Board and a representative(s) of the Principal(s) involved in the dispute.
- c. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.
- d. If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be

individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and the cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

**SECTION 15. INTERGOVERNMENTAL COOPERATION.** The Joint Board shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

**SECTION 16. INDEMNIFICATION AND HOLD HARMLESS.**

c. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

d. Each Principal shall defend, indemnify and hold the Joint Board and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Joint Board.

c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Joint Board, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

d. Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement, a Principal's withdrawal from the Joint Board, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the



continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

**SECTION 17. INSURANCE.** The Joint Board shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of the Joint Board, Operations Board, Executive Director and staff. To the extent practicable, all Principals shall be named as additional insureds on any policy, including pool insurance.

**SECTION 18. NOTICE.** Notices required to be given to the Joint Board under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Joint Board  
c/o his/her Principal agency's address

Notices to Principals or Members required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), telegram, or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Joint Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

**SECTION 19. VENUE.** The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

**SECTION 20. FILING.** As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Records and Elections, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

**SECTION 21. NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**SECTION 22. SEVERABILITY.** The invalidity of any clause, sentence, paragraph, subdivision, Section or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

**SECTION 23. RATIFICATION.** All prior acts taken by the Principals and the Joint Board consistent with this Agreement are hereby ratified and confirmed.

**SECTION 24. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.** This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of

which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of \_\_\_\_\_, subject to prior filing of same as required by Section 20 hereof, and further subject to the Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

**City of Bellevue****City of Issaquah**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

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

Date: \_\_\_\_\_

DocuSigned by:

*Mary Lou Pauly*

\_\_\_\_\_  
Mayor

3/10/2021

\_\_\_\_\_  
Date

Approved as to Form:

DocuSigned by:

*Natalie McNabb*

\_\_\_\_\_  
City Attorney on behalf of J. Haney

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

Date: 3/10/2021

**City of Kirkland****City of Mercer Island**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Manager

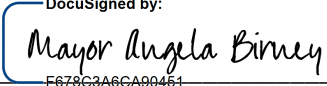
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Date

Approved as to Form:

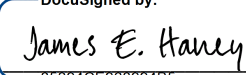
\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

**City of Redmond**

DocuSigned by:  
  
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\_\_\_\_\_  
Mayor  
4/18/2022  
\_\_\_\_\_  
Date

Approved as to Form:

DocuSigned by:  
  
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\_\_\_\_\_  
City Attorney  
4/19/2022  
Date: \_\_\_\_\_

Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

**City of Bellevue****City of Issaquah**

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City Manager

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Mayor

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Date

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Date

Approved as to Form:

Approved as to Form:

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City Attorney

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City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Kirkland****City of Mercer Island**

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City Manager  

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City Manager

4/14/2022

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Date

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Date

Approved as to Form:

Approved as to Form:

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City Attorney

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City Attorney


Date: \_\_\_\_\_

Date: \_\_\_\_\_


which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of \_\_\_\_\_, subject to prior filing of same as required by Section 20 hereof, and further subject to the Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

**City of Bellevue**

DocuSigned by:  
  
 116F000950F7404...  
 City Manager  
 5/23/2022  
 Date

Approved as to Form:

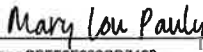
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 City Attorney  
 Date: 5/18/2022

**City of Kirkland**


\_\_\_\_\_  
 City Manager  
 \_\_\_\_\_  
 Date

Approved as to Form:

**City of Issaquah**

DocuSigned by:  
  
 FF9F862CD7468...  
 Mayor  
 3/10/2021  
 Date

Approved as to Form:

DocuSigned by:  
  
 on behalf of J. Haney  
 City Attorney  
 Date: 3/10/2021

**City of Mercer Island**

\_\_\_\_\_  
 City Manager  
 \_\_\_\_\_  
 Date

Approved as to Form:

which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of \_\_\_\_\_, subject to prior filing of same as required by Section 20 hereof, and further subject to the Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

## City of Bellevue

## City of Issaquah

\_\_\_\_\_  
City Manager

DocuSigned by:

Mary Lou Pauly  
Mayor  
3/10/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

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

DocuSigned by:

Natalie McNabb on behalf of J. Haney  
City Attorney  
3/10/2021

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Kirkland

## City of Mercer Island

[Signature]  
City Manager

\_\_\_\_\_  
City Manager

4/16/22  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**City of Redmond**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Approved as to Form:

*Levin Rayman*  
\_\_\_\_\_  
City Attorney

Date: *4/19/22*

*City of Kirkland*



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6341**  
**October 3, 2023**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6341: Shoreline Master Program Amendments (Ordinance No. 23C-15 Second Reading)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Second reading and adoption of Ordinance No. 23C-15.	

<b>DEPARTMENT:</b>	Community Planning and Development
<b>STAFF:</b>	Jeff Thomas, Community Planning and Development Director Alison Van Gorp, Community Planning and Development Deputy Director Molly McGuire, Planner
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Ordinance No. 23C-15 2. Department of Ecology Letter dated August 3, 2023 3. Planning Commission Recommendation
<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 Ordinance No. 23C-15 for a second reading. Ordinance No. 23C-15 (Exhibit 1) would amend the Shoreline Master Program (SMP) in Chapter 19.13 Mercer Island City Code (MICC) to add "marina" and associated development standards as a new use, add "marina" as a definition in Chapter 19.16 MICC, and amend MICC 19.13.010 to clarify the relationship between the Mercer Island Shoreline Master Program and state law.

- The Shoreline Management Act (SMA) requires cities and counties to adopt shoreline master programs to regulate shorelines of the state. Lake Washington is a shoreline of the state.
- The City has adopted an SMP element of the Comprehensive Plan and has implemented regulations in Chapter 19.13 MICC, consistent with Chapter 90.58 RCW.
- In 2022, the Mercer Island Beach Club (MIBC) submitted an annual docket request for amendment of the Mercer Island SMP to allow for the redevelopment of their existing marina.
- City Council directed the Planning Commission to consider amendments to the SMP proposed by the MIBC.



- Between February and June 2023, the Planning Commission reviewed and refined the proposed amendments with a unanimous recommendation being made on June 7, 2023 for the City Council to adopt the proposed amendments to the SMP and MICC.
- On July 7, 2023, the City submitted the proposed amendments to the Washington State Department of Ecology (Ecology) for their initial review.
- On August 3, 2023, Ecology provided a formal written statement of initial concurrence with the proposed amendments (Exhibit 2).
- On September 19, 2023 the City Council held a first reading of the proposed amendments. Staff were directed to make four amendments following City Council discussion. Those changes are reflected in Exhibit 1c and 1d. The City Council also directed Staff to research implications of prohibiting “liveaboard vessels” in marinas and present a fifth amendment if necessary.

## BACKGROUND

The Washington State Shoreline Management Act requires all cities and counties to adopt Shoreline Master Programs (SMP). An SMP establishes standards and requirements for development in the shorelines of the state, which includes the area 200 feet landward of the Ordinary High Water Mark (OHWM). The Washington State Department of Ecology (Ecology) evaluates and reviews all SMPs for consistency with the Shoreline Management Act by Ecology prior to adoption.

The Mercer Island SMP is established by [Element 7 of the Comprehensive Plan](#) and [Chapter 19.13 MICC](#). [MICC 19.13.040 - Table B Shoreland Uses Waterward of the Ordinary High Water Mark](#) specifies the uses that are allowed within each shoreline environment designation, and which permits are required for the use. The table currently includes a footnote that prohibits any use that is not listed in the table from being constructed on the shoreline. Given that footnote, a new or expanded marina would be prohibited. [MICC 19.13.050 – Shoreland development standards](#) establishes development standards for all development within the shoreline.

On September 29, 2022, the Mercer Island Beach Club (MIBC) submitted a code amendment request through the annual docket. They proposed amending the SMP to allow redevelopment and expansion of their existing boating facility, which is currently prohibited by the footnotes in MICC 19.13.040 – Table B. On December 6, 2022, the MIBC code amendment request was added to the final docket by [Resolution No. 1641](#).

The City is authorized to review and make amendments to its SMP it deems necessary by [WAC 173-26-090](#). [WAC 173-26-104](#), which authorizes local governments to use a joint review process with Ecology. This process combines local, and state public comment periods and hearings required by [RCW 90.58.090](#). The joint review process requires close coordination with the City and Ecology staff in conducting a joint public review of the proposed amendments. City and Ecology staff held several coordination meetings throughout the legislative process to ensure the proposal was consistent with state standards prior to Planning Commission review. Ecology staff was present at both joint public hearings to provide feedback and answer questions regarding state standards for shoreline uses and the joint review process. Ecology also provided public comment on the proposed amendments and recommended proposed alternatives to the Planning Commission.

The Planning Commission legislative review took place between February and June 2023. City staff coordinated with Ecology and the Planning Commission to develop amendments that would resolve the problem originally raised in the MIBC docket request, while remaining consistent with the requirements of the Shoreline Management Act. The Planning Commission review took place as follows:

- February 22, 2023 – Initial Planning Commission review of proposal and staff alternative
- March 22, 2023 – Joint public hearing with Planning Commission and the Washington State Department of Ecology (Ecology) regarding the proposal and alternative. Planning Commission asked staff to draft a new alternative to establish new regulations for marinas
- April 26, 2023 – Planning Commission review of staff drafted alternative
- June 7, 2023 – Joint public hearing with Planning Commission and Ecology regarding the proposed alternative. Following the public hearing, the Planning Commission unanimously recommended the adoption of the proposed amendments to the SMP and MICC.

During the March 22, 2023, joint public hearing with Ecology, the Planning Commission requested that staff draft an alternative to allow “marina” with a Shoreline Conditional Use Permit (SCUP). This alternative required amendments to [MICC 19.13.040 Table B](#) to allow the use, and drafting new development standards for marinas under [MICC 19.13.050 Shoreland Development Standards](#). The Planning Commission was briefed and provided input on the alternative on April 26, 2023. On June 7, 2023, the Planning Commission held a second joint public hearing with Ecology, during which the Planning Commission considered public comments and staff feedback. Following the public hearing, the Planning Commission unanimously recommended adoption of the proposed amendments to the SMP.

Following the Planning Commission recommendation to adopt the proposed amendments, the proposal was sent to Ecology for its initial review for consistency with state standards. A Determination of Consistency for the initial proposal was received on August 3, 2023.

The City Council held a first reading of the proposed amendments on September 19, 2023. During this meeting, the Council discussed four minor revisions to the Planning Commission’s recommended amendments. The revisions include clarifications for consistency of standards regarding length, uses, and definitions. Staff were directed to make the four changes, which are reflected in Exhibit 1c and 1d. The Council also had concerns surrounding language that prohibits “liveaboard vessels” in marinas, since it is likely that members may moor certain vessels that contain eating, sleeping, and sanitary facilities, and have the capability to be lived on. The Council directed staff to research the implications of prohibiting these types of vessels, and to present an additional, fifth amendment to the Planning Commission’s recommended amendments if necessary.

## ISSUE/DISCUSSION

Ordinance No. 23C-15 would amend MICC 19.13.010(E), MICC 19.13.040 Table B, MICC 19.13.050, and MICC 19.16.010 as follows.

### Section 1: Amends MICC 19.13.010

MICC 19.13.010 establishes the authority and purpose of the SMP. Subsection (E) establishes the relationship of the SMP and other federal and state laws. It does not allow for the SMP to relieve any responsibility to comply with other federal and state laws or permits. This section would be amended to provide clarity on processing various shoreline permits, a clarification that is necessary to allow for the City to implement the appropriate permit processing procedures found in WAC 173-27 for shoreline management permit and enforcement procedures.

## Section 2: Amends MICC 19.13.040

MICC 19.13.040 Table B contains shoreland uses waterward of the ordinary high water make, the shoreline environment those uses are allowed or not permitted within, and the type of permitting process an applicant must go through to obtain a permit for a proposed use. During the March 22, 2023, Planning Commission public hearing, staff were directed to explore an alternative to the originally proposed amendment in which “marina” would be added as a shoreland use waterward of the OHWM. In the proposed Ordinance, marina has been added to Table B, allowed through the Shoreline Conditional Use Permit (SCUP) process in the Urban Residential Shoreline Environment Designation, and Not Permitted in the Urban Park Shoreline Environment Designation.

## Section 3: Amends MICC 19.13.050

MICC 19.13.050 establishes shoreland development standards in which all development within the shoreline jurisdiction shall be in compliance with all development requirements specified in this chapter. Because “marina” was added as a new use in Table B, development standards consistent with state regulations for boating facilities and marinas were necessary to include in the City’s SMP. Ordinance No. 23C-15 includes proposed standards for marinas, including eligibility, location, size, and environmental requirements.

During the City Council’s first reading of the proposed amendments recommended by the Planning Commission, Staff were directed to make three revisions to the marina standards in MICC 19.13.050 new subsection (L) for clarifications of eligibility and consistency throughout the standards. The revisions are as follows:

1. MICC 19.13.050(L)(2)(b) – The marina ~~is owned or operated by an organization or corporation serving~~ serves at least fifty (50) people; or
2. MICC 19.13.050(L)(4)(k) – Floating homes and live aboard vessels are prohibited in marinas.
3. MICC 19.13.050(L)(6)(b)(ii) – The code official may condition approval ~~to reduce the maximum of the~~ length to reduce the effects of overwater structures on navigability of the waterway.

The City Council also directed staff to conduct more research on the use of the term “live aboard vessels” in item number 2 in the list above, MICC 19.13.050(L)(4)(k). In drafting this standard, Staff used the guidelines for boating facilities in WAC 173-27-241(3)(c):

(v) Regulations to limit the impacts to shoreline resources from boaters living in their vessels (live-aboard).

Staff coordinated with the Department of Ecology to confirm that the intent of this guideline is not to limit the live-aboard vessels themselves, but to limit the impacts to shoreline resources from boaters living in their vessels at boating facilities or marinas that do not contain adequate facilities to support this use, such as pump-out stations and utilities. Since the proposed marina standards do not contain requirements for these facilities, Staff has proposed an additional amendment to this section to prohibit the use of live-aboard vessels at the marina. The revised standard is as follows:

Floating homes and ~~live-aboard vessels~~ living within vessels are prohibited in marinas.

## Section 4: Amends MICC 19.16.010

MICC 19.16.010 contains definitions for terms used throughout the code. Since “marina” is a new use and has not been established throughout the code, a new definition was added to this section.

During the City Council’s first reading of the proposed amendments recommended by the Planning Commission, Staff were directed to make one revision to the definition of “Marina” in MICC 19.16.010 to further restrict the types of incidental services the marina can provide. The revision is as follows:

Marina: A private or public moorage facility providing the purchase, lease, and/or use of a slip for storing, berthing, and securing watercraft, including both long-term and transient moorage. Marinas may include accessory facilities for providing incidental services to users of the marina, such as swim structures, waste collection, ~~boat sales~~, or rental activities, and retail establishments providing fuel service, repair, or service of watercraft. Marinas do not include moorage facilities serving four or fewer single-family residences.

#### Section 6: Effective Date

Following the Planning Commission recommendation to adopt the proposed amendment and prior to the first City Council reading, Ecology provided an initial determination of consistency on August 3, 2023. After City Council reviews and adopts the proposed amendments, Ecology will conduct a second review and approval. Ordinance No. 23C-15 will not go into effect until approval from Ecology is received.

### **NEXT STEPS**

Following City Council’s action, the proposed amendment will be sent to Ecology for final review and approval.

### **RECOMMENDED ACTION**

Move to adopt Ordinance No. 23C-15 amending the Shoreline Master Program in the Mercer Island City Code to include marina as a new allowed use, adopting new regulations related to marina development standards, and to include a definition of marina.

**CITY OF MERCER ISLAND  
ORDINANCE NO. 23C-15**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING MICC 19.13.010 AND MICC 19.13.040 TO INCLUDE MARINA AS A NEW ALLOWED USE, ADOPTING NEW REGULATIONS IN MICC 19.13.050 RELATED TO MARINA DEVELOPMENT STANDARDS AND AMENDING MICC 19.16.010 TO INCLUDE A DEFINITION OF MARINA; AUTHORIZING ISSUANCE OF RULES TO ADMINISTER THE AMENDED CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Shoreline Management Act (SMA) requires cities and counties to adopt shoreline master programs to regulate use of shorelines of the state;

**WHEREAS**, The SMA requirements are established in Chapter 90.58 RCW;

**WHEREAS**, pursuant to Chapter 90.58 RCW, the City has adopted a Shoreline Master Program (SMP) element of the Comprehensive Plan and implementing regulations in Chapter 19.13 Mercer Island City Code (MICC);

**WHEREAS**, WAC 173-26-090(1) allows local governments to review and make amendments deemed necessary to its shoreline master program;

**WHEREAS**, WAC 173-26-104 authorizes local governments to elect to use a joint review process with the WA Department of Ecology (Ecology);

**WHEREAS**, the joint review process authorized by WAC 173-26-104 combines the local and state public comment periods required by RCW 90.58.090 and requires close coordination in conducting a joint public review, early and continuous consultation with Ecology during the drafting of amendments to address local interests while ensuring proposed amendments are consistent with the SMA;

**WHEREAS**, between January and July 2023, Mercer Island and Ecology Staff held several coordination meetings as required by the joint review process;

**WHEREAS**, the Mercer Island City Council directed the Planning Commission to consider amendments to the SMP proposed by the Mercer Island Beach Club to allow for expansion of their existing marina;

**WHEREAS**, on February 13, 2023, the Washington Department of Commerce (Commerce) was notified of the City's intent to adopt amended development regulations;

**WHEREAS**, on February 13, 2023, a public hearing notice was published in the Community Planning and Development Weekly Bulletin pursuant to MICC 19.15.100;

**WHEREAS**, on February 14, 2023, Commerce granted expedited review of the proposed amendments to the development regulations;

**WHEREAS**, on February 15, 2023, a public hearing notice was published in the Mercer Island Reporter pursuant to MICC 19.15.100;

**WHEREAS**, in addition to the notice of public hearing required by MICC 19.15.100, the City conducted informal public outreach consisting the establishment of a dedicated webpage on “LetsTalk”; and

**WHEREAS**, on February 22, 2023, the Planning Commission was briefed on amendments to the SMP as proposed in the original docket application and staff alternative;

**WHEREAS**, on March 22, 2023, the Planning Commission and Ecology held a joint public hearing and considered public comments on the original proposal as required by WAC 173-26-104(2)(c)(ii);

**WHEREAS**, following the public hearing, the Planning Commission asked staff to develop an alternative to allow marinas by shoreline conditional use permit; and

**WHEREAS**, on April 26, 2023, the Planning Commission was briefed on the alternative and provided additional input;

**WHEREAS**, on June 7, 2023, the City issued a State Environmental Policy Act (SEPA) Determination of Nonsignificance, which was posted to the SEPA Register and assigned the SEPA Register number 202302748;

**WHEREAS**, on June 7, 2023, the Mercer Island Planning Commission held a second public hearing and considered public comments received prior to the close of the public hearing; and

**WHEREAS**, on June 7, 2023, the Mercer Island Planning Commission unanimously recommended adoption of the proposed amendments to the shoreline master program; and

**WHEREAS**, on July 7, 2023, the City of Mercer Island submitted the proposed amendment to Ecology for initial review;

**WHEREAS**, on August 3, 2023, Ecology provided a formal written statement of initial concurrence with the proposed amendments;

**WHEREAS**, on September 19, 2023, the Mercer Island City Council conducted its first reading of this ordinance; and

**WHEREAS**, on October 3, 2023, the Mercer Island City Council conducted its second reading of this ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. MICC 19.13.010 Amended.** MICC 19.13.010 is amended to clarify the relationship between the Mercer Island SMP and state law as provided in Exhibit A to this Ordinance. Exhibit A is incorporated herein by this reference as though set forth in full.

**Section 2. MICC 19.13.040 Amended.** MICC 19.13.040 is amended to allow the shoreline use “marinas” by shoreline conditional use permit as provided in Exhibit B to this Ordinance. Exhibit B is incorporated herein by this reference as though set forth in full.

- Section 3. MICC 19.13.050 Amended.** MICC 19.13.050 is amended to establish use regulations for the shoreline use “marinas” by shoreline conditional use permit as provided in Exhibit C to this Ordinance. Exhibit C is incorporated herein by this reference as though set forth in full.
- Section 4. MICC 19.16.010 Amended.** MICC 19.16.010 is amended to establish a definition of the shoreline use “marinas” as provided in Exhibit D to this Ordinance. Exhibit D is incorporated herein by this reference as though set forth in full.
- Section 5. Severability.** If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property, or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance or its application to any other person, property, or circumstance.
- Section 6. Publication and Effective Date of Ordinance.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City and shall be transmitted to the Washington State Department of Ecology for review and final approval. This ordinance shall become effective fourteen (14) days after approval by the Washington State Department of Ecology, but no sooner than 5 days after publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS MEETING ON OCTOBER 3, 2023.

CITY OF MERCER ISLAND

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Bio Park, City Attorney

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

Date of Publication: XXXXXXXX, 2023

Date of Final Approval by WA DOE:

## Chapter 19.13 SHORELINE MASTER PROGRAM

### 19.13.010 Authority and purpose.

- A. *Authority.* This chapter is adopted as part of the shoreline master program of the city. It is adopted pursuant to the authority and requirements of RCW Chapter 90.58 and WAC Chapter 173-26.
- B. *Applicability.* The requirements of this chapter apply to all uses, activities and development within the shorelands, unless specifically exempted by RCW Chapter 90.58 or WAC Chapter 173-27, or as specified in subsection F of this section. All proposed uses and development occurring within shoreline jurisdiction must conform to RCW Chapter 90.58, the Shoreline Management Act.
- C. *Purpose and intent.* It is the purpose and intent of this chapter to achieve the shoreline master program (SMP) mandates of the state of Washington and to adopt property development standards within the shorelands that protect the health, safety, welfare, values and property interests of the city of Mercer Island and its residents.
- D. *Relationship with other Mercer Island codes and ordinances.* This chapter is an integrated element of the city of Mercer Island Unified Land Development Code (MICC title 19) and other applicable development regulations contained in the Mercer Island City Code, including the storm water management regulations in MICC title 15, and building and construction regulations in MICC title 17. The provisions of the critical areas ordinance (MICC 19.07.010 through and including 19.07.190, Ordinance 19C-05) are hereby incorporated as specific regulations of the shoreline master program. To the extent this chapter conflicts with any other section of the Mercer Island City Code, the provisions of this chapter shall govern within the shorelands. In general, provisions related to administration and reasonable use do not apply in shoreline jurisdiction. Activities proposed within the shoreline jurisdiction that required a critical area review 1 or 2 should complete these reviews concurrently with the required shoreline permit.
1. MICC 19.07.120, Exemptions, is excluded from this shoreline master program. Exemptions and exceptions within shoreline jurisdiction are found in WAC 173-27-040, 173-27-044, and 173-27-045.
  2. MICC 19.07.130, Modifications, is excluded from this shoreline master program.
  3. MICC 19.07.140, Reasonable use exception, and MICC 19.07.150, Public agency exception, are excluded from this shoreline master program and shall not apply in shoreline jurisdiction.
  4. MICC 19.07.180(C)(5) and 19.07.190(C)(6), pertaining to buffer reductions, are excluded from the shoreline master program.
  5. MICC 19.07.190(D)(1) is excluded from this master program.
  6. In order to use the wetland buffer table in MICC 19.07.190(C), all of the applicable minimizing measures listed in MICC 19.07.190(D)(3) must be implemented. For wetlands with a habitat score of six or more, if a protected corridor of relatively undisturbed vegetation exists between the wetland and a nearby priority habitat, the portion on the subject property must be protected. Otherwise the following buffers shall be established from the wetland boundary within shoreline jurisdiction:

Wetland Category	Habitat Score		
	3—5	6—7	8—9
Category I	100 ft	150 ft	300 ft
Category II	100 ft	150 ft	300 ft



## **Chapter 19.13 SHORELINE MASTER PROGRAM**

### **19.13.040 Use regulations.**

The following tables specify the shoreline uses and developments which may take place or be conducted within the designated environments. The uses and developments listed in the matrix are allowed only if they are not in conflict with more restrictive regulations of the Mercer Island development code and are in compliance with the standards specified in MICC 19.13.050.

KEY:	
CE:	Permitted via shoreline categorically exempt
P:	Permitted use
P-1:	Uses permitted when authorized by a conditional use permit for the applicable zone shall also require a shoreline substantial development permit and a shoreline plan in compliance with MICC 19.13.020(C)
SCUP:	Shoreline conditional use permit
NP:	Not a permitted use

The following regulations apply to all uses and development within the shorelands, whether or not that development is exempt from the permit requirements:

Table A — Shoreland Uses Landward of the Ordinary High Water Mark		
SHORELAND USE LANDWARD OF THE OHWM	Urban Residential Environment	Urban Park Environment
Single-family dwelling including accessory uses and accessory structures	CE	NP
Accessory dwelling units	CE	NP
The use of a single-family dwelling as a bed and breakfast	P-1	NP
A state-licensed day care or preschool	P-1	NP
Government services, public facilities, and museums and art exhibitions	P-1	P
Public parks and open space	P	P
Private recreational areas	P	NP
Semi-private waterfront recreation areas for use by 10 or fewer families	P	NP

## Chapter 19.13 SHORELINE MASTER PROGRAM

### 19.13.050 Shoreland development standards.

All development within the shoreline jurisdiction shall be in compliance with all development requirements specified in this chapter.

- A. *Standards landward of the OWHM.* The standards in Table C shall apply to development located landward of the OWHM:

Table C — Requirements for Development Located Landward from the OWHM		
Setbacks for All Structures (Including Fences over 48 Inches High) and Parking	A*	25 feet from the OWHM and all required setbacks of the development code, except (1) light rail transit facilities and (2) shore access structures less than 30 inches above the existing or finished grade, whichever is lower. If a wetland is adjacent to the shoreline, measure the shoreline setback from the wetland's boundary
Height Limits for All Structures	B	Shall be the same as height limits specified in the development code but shall not exceed a height of 35 feet above average building elevation, except light rail transit facilities
Maximum Hardscape and Lot Coverage	C	10%: between 0 and 25 feet from OWHM
	D	30%: between 25 and 50 feet from OWHM
Minimum Land Area Requirements	E	All semi-private, commercial and noncommercial recreational tracts and areas shall have minimum land area: 200 square feet per family, but not less than 600 square feet, exclusive of driveways or parking areas. Screening of the boundaries with abutting properties
Height Limits for Light Rail Transit Facilities within the Existing I-90 Corridor		The trackway and overhead wires, support poles, and similar features necessary to operate light rail transit facilities may be erected upon and exceed the height of the existing I-90 bridges
*The letters in this column refer to the Plan View (A) and Section (A) diagrams.		

- ii. Replacement walls or bulkheads shall not encroach waterward of the ordinary high water mark or existing structure unless the primary structure was occupied prior to January 1, 1992, and there are overriding safety or environmental concerns. In such cases, the replacement structure shall abut the existing shoreline stabilization structure. Soft shoreline stabilization measures that provide restoration of shoreline ecological functions may be permitted waterward of the ordinary high water mark.
  - iii. For purposes of this section standards on shoreline stabilization measures, "replacement" means the construction of a new structure to perform a shoreline stabilization function of an existing structure which can no longer adequately serve its purpose. Additions to or increases in size of existing shoreline stabilization measures shall be considered new structures.
  - iv. Construction and maintenance of normal protective bulkhead common to single-family dwellings requires only a shoreline exemption permit, unless a report is required by the code official to ensure compliance with the above conditions; however, if the construction of the bulkhead is undertaken wholly or in part on lands covered by water, such construction shall comply with SEPA mitigation.
2. *New structures for existing primary structures.* New or enlarged structural shoreline stabilization measures for an existing primary structure, including residences, are not allowed unless there is conclusive evidence, documented by a geotechnical analysis, that the structure is in danger from shoreline erosion caused by currents or waves. Normal sloughing, erosion of steep bluffs, or shoreline erosion itself, without a scientific or geotechnical analysis, is not demonstration of need. The geotechnical analysis should evaluate on-site drainage issues and address drainage problems away from the shoreline edge before considering structural shoreline stabilization. New or enlarged erosion control structure shall not result in a net loss of shoreline ecological functions.
  3. New development on steep slopes or bluffs shall be set back sufficiently to ensure that shoreline stabilization is unlikely to be necessary during the life of the structure, as demonstrated by a geotechnical analysis, in compliance with subsection (B)(7) of this section and building and construction codes.
  4. New structural stabilization measures in support of water-dependent development shall only be allowed when all of the conditions below apply:
    - i. The erosion is not being caused by upland conditions, such as the loss of vegetation and drainage.
    - ii. Nonstructural measures, planting vegetation, or installing on-site drainage improvements, are not feasible or not sufficient.
    - iii. The need to protect primary structures from damage due to erosion is demonstrated through a geotechnical report, in compliance with subsection (B)(7) of this section and building and construction codes.
    - iv. The erosion control structure will not result in a net loss of shoreline ecological functions.
  5. New structural stabilization measures to protect projects for the restoration of ecological functions or hazardous substance remediation projects pursuant to RCW Chapter 70.105D shall only be allowed when all of the conditions below apply:
    - i. Nonstructural measures, planting vegetation, or installing on-site drainage improvements, are not feasible or not sufficient.
    - ii. The erosion control structure will not result in a net loss of shoreline ecological functions.

6. Bulkheads shall be located generally parallel to the natural shoreline. No filling may be allowed waterward of the ordinary high water mark, unless there has been severe and unusual erosion within two years immediately preceding the application for the bulkhead. In this event the city may allow the placement of the bulkhead to recover the dry land area lost by erosion.
  7. Geotechnical reports pursuant to this section that address the need to prevent potential damage to a primary structure shall address the necessity for shoreline stabilization by estimating time frames and rates of erosion and report on the urgency associated with the specific situation. As a general matter, hard armoring solutions should not be authorized except when a report confirms that there is a significant possibility that such a structure will be damaged within three years as a result of shoreline erosion in the absence of such hard armoring measures, or where waiting until the need is that immediate would foreclose the opportunity to use measures that avoid impacts on ecological functions. Thus, where the geotechnical report confirms a need to prevent potential damage to a primary structure, but the need is not as immediate as the three years, that report may still be used to justify more immediate authorization to protect against erosion using soft measures.
  8. When any structural shoreline stabilization measures are demonstrated to be necessary, pursuant to above provisions, the following shall apply:
    - i. Limit the size of stabilization measures to the minimum necessary. Use measures designed to assure no net loss of shoreline ecological functions. Soft approaches shall be used unless demonstrated not to be sufficient to protect primary structures, dwellings, and businesses.
    - ii. Ensure that publicly financed or subsidized shoreline erosion control measures do not permanently restrict appropriate public access to the shoreline except where such access is determined to be infeasible because of incompatible uses, safety, security, or harm to ecological functions. See public access provisions: WAC 173-26-221(4). Where feasible, incorporate ecological restoration and public access improvements into the project.
    - iii. Mitigate new erosion control measures, including replacement structures, on feeder bluffs or other actions that affect beach sediment-producing areas to avoid and, if that is not possible, to minimize adverse impacts to sediment conveyance systems. Where sediment conveyance systems cross jurisdictional boundaries, local governments should coordinate shoreline management efforts. If beach erosion is threatening existing development, local governments should adopt master program provisions for a beach management district or other institutional mechanism to provide comprehensive mitigation for the adverse impacts of erosion control measures.
- C. *Transportation and parking.*
1. Shoreline circulation system planning shall include safe, reasonable, and adequate systems for pedestrian, bicycle, and public transportation where appropriate. Circulation planning and projects should support existing and proposed shoreline uses that are consistent with all regulations.
  2. Transportation and parking facilities shall be planned, located, and designed where routes will have the least possible adverse effect on unique or fragile shoreline features, and will not result in a net loss of shoreline ecological functions or adversely impact existing or planned water-dependent uses.
  3. Where other options are available and feasible, new roads or road expansions should not be built within shorelands.
  4. Parking facilities in shorelands shall be allowed only as necessary to support an authorized use.

- D. *Standards waterward of the OHWM.* Moorage facilities may be developed and used as an accessory to dwellings on shoreline lots. Only one noncommercial, residential moorage facility per upland residential waterfront lot authorized. The standards in Table D shall apply to development located waterward of the OHWM:

Table D — Requirements for Moorage Facilities and Development Located Waterward from the OHWM		
Setbacks for Docks, Covered Moorages, and Floating Platforms	A*	10 feet from the lateral line (except where moorage facility is built pursuant to the agreement between the owners of adjoining lots on the shoreline as shown in Figure B below).
	B	Where a property shares a common boundary with the urban park environment, the setback shall be 50 feet from the lateral line or 50% of the water frontage of the property, whichever is less.
Setbacks for Boat Ramps and Other Facilities for Launching Boats by Auto or Hand, Including Parking and Maneuvering Space	C	25 feet from any adjacent private property line.
Length or Maximum Distance Waterward from the OHWM for Docks, Covered Moorage, Boatlifts and Floating Platforms	D	Maximum 100 feet, but in cases where water depth is less than 11.85 feet below OHWM, length may extend up to 150 feet or to the point where water depth is 11.85 feet at OHWM, whichever is less.
Width of Docks within 30 Feet Waterward from the OHWM	E	Maximum 4 feet. Width may increase to 5 feet if one of the following is met: 1) Water depth is 4.85 feet or more, as measured from the OHWM; or 2) A moorage facility is required to comply with Americans with Disabilities Act (ADA) requirements; or 3) A resident of the property has a documented permanent state disability as defined in WAC 308-96B-010(5); or 4) The proposed project includes mitigation option A, B or C listed in Table E; and for replacement actions, there is either a net reduction in overwater coverage within 30 feet waterward from the OHWM, or a site-

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		specific report is prepared by a qualified professional demonstrating no net loss of ecological function of the shorelands. Moorage facility width shall not include pilings, boat ramps and boatlifts.
Width of Moorage Facilities More Than 30 Feet Waterward from the OHWM	E	Maximum 6 feet wide. Moorage facility width shall not include pilings, boat ramps and boatlifts.
Height Limits for Walls, Handrails and Storage Containers Located on Piers	F	3.5 feet above the surface of a dock or pier. 4 feet for ramps and gangways designed to span the area 0 feet to 30 feet from the OHWM.
Height Limits for Mooring Piles, Diving Boards and Diving Platforms	G	10 feet above the elevation of the OHWM.
Height Limits for Light Rail Transit Facilities within the Existing I-90 Corridor		The trackway and overhead wires, support poles, and similar features necessary to operate light rail transit facilities may be erected upon and exceed the height of the existing I-90 bridges.
*The letters in this column refer to the Plan View (B) and Section (B) diagrams.		

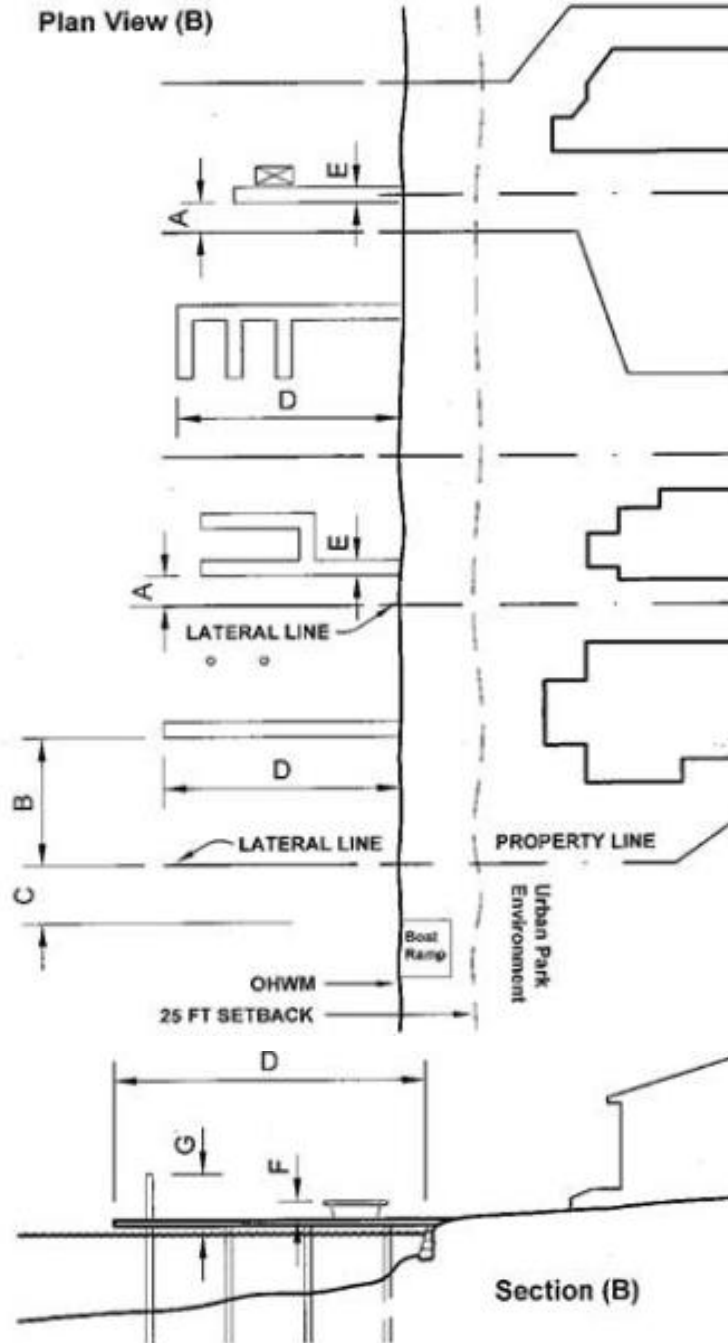


Table D. Requirements for Moorage Facilities and Development  
Located Waterward from the OHWM (Continued)

Minimum Water Frontage for Docks	H*	Single-family lots: 40 feet.
	I	Shared — Two adjoining lots on the shoreline: 40 feet combined.

	J	<p>Semi-private recreational tracts:</p> <p>2 families: 40 feet.</p> <p>3—5 families: 40 feet plus 10 feet for each family more than 2.</p> <p>6—10 families: 70 feet plus 5 feet for each family more than 5.</p> <p>11—100 families: 95 feet plus 2 feet for each family more than 10.</p> <p>101+ families: 275 feet plus 1 foot for each family more than 100.</p>
Covered Moorage		<p>Permitted on single-family residential lots subject to the following:</p> <p>(a) Maximum height above the OHWM: 16 feet; 16 to 21 feet subject to criteria of subsection (E)(1) of this section.</p> <p>(b) Location/area requirements: See Figure A for single-family lots and Figure B for shared moorage.</p> <p>(c) Building area: 600 square feet; however, a covered moorage may be built larger than 600 square feet within the triangle subject to a shoreline conditional use permit.</p> <p>(d) Covered moorage shall have open sides.</p> <p>(e) Prohibited in semi-private recreational tracts and noncommercial recreational areas.</p> <p>(f) Translucent coverings are required.</p>
*The letters in this column refer to the Plan View (C).		



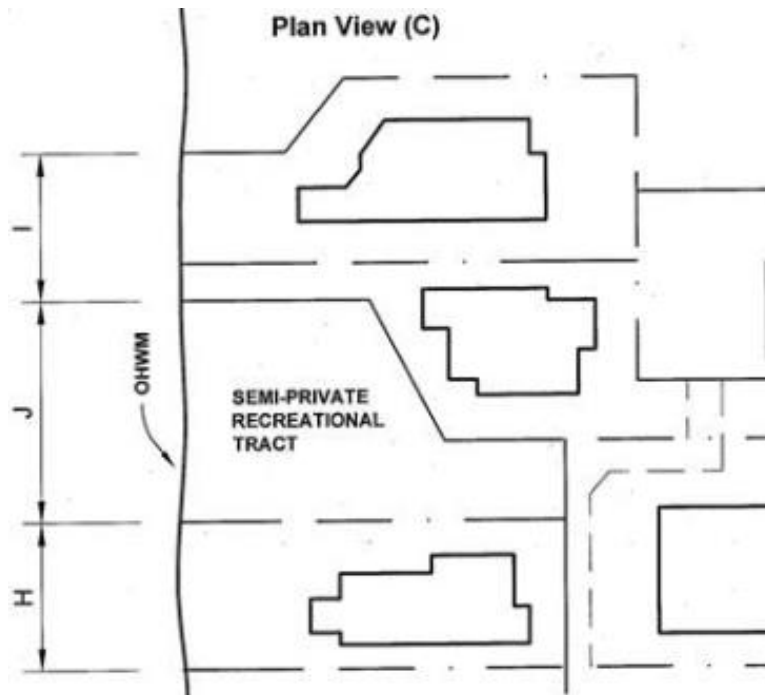


Table E — Dock Width Mitigation Options

Option A	Option B	Option C
Includes at Least One of the Following:	Includes at Least Two of the Following:	Includes at Least Three of the Following:
1. Complete removal of existing bulkhead with shoreline restoration	1. Removal of 12 feet or 30% (lineal), whichever is greater, of existing bulkhead and creation of beach cove with shoreline restoration	1. Installation/Replacement of decking within the first 30 feet waterward from the OHWM that allows a minimum of 60% light transmittance
2. Removal of an existing legally established boat house (A "boat house" is a covered moorage that includes walls and a roof to protect the vessel.)	2. Installation/Replacement of decking within the first 30 feet waterward from the OHWM that allows a minimum of 60% light transmittance	2. Removal of all existing legally established piling treated with creosote or comparably toxic compounds
3. Replacement of two or more existing legally established individual	3. Removal of an existing legally established covered moorage within the first 30	3. At least a 10% net reduction of existing legally established overwater coverage within

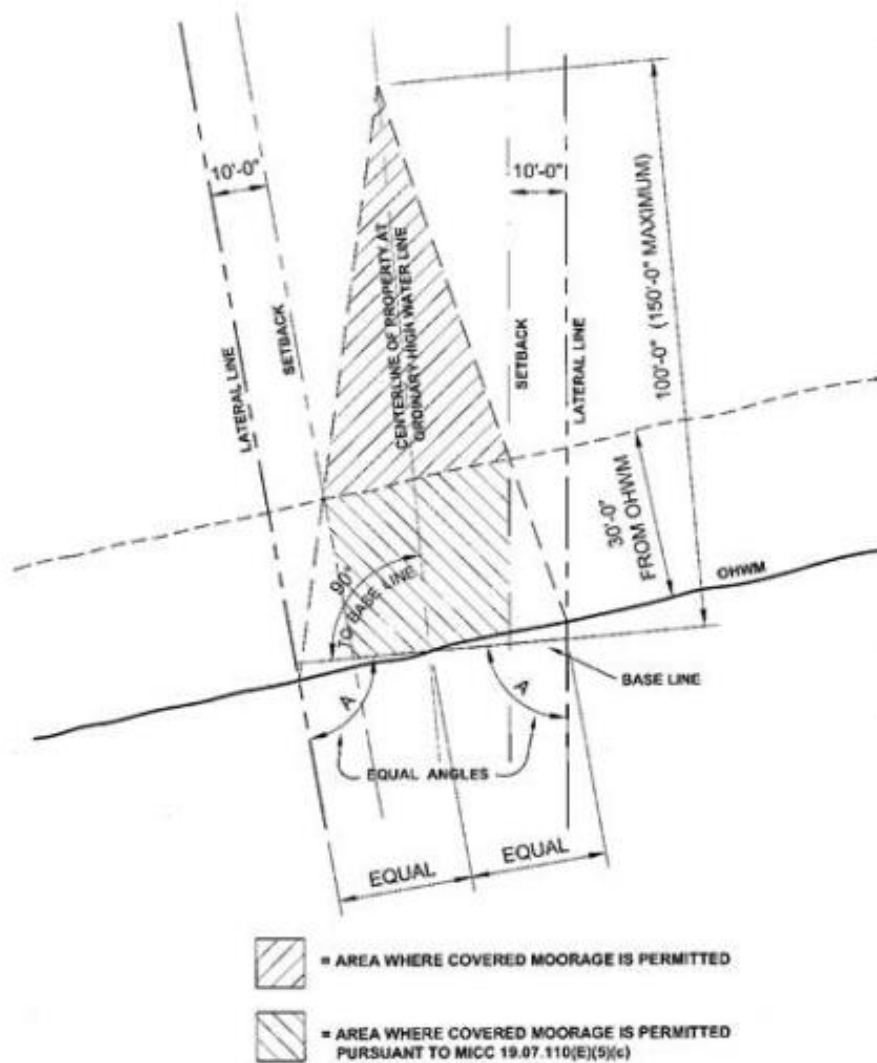
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(Supp. No. 4)

docks with a single joint use moorage facility	feet waterward from the OHWM	the first 30 feet waterward from OHWM
		4. Removal of all legally established individual mooring piles within the first 30 feet waterward from the OHWM
		5. Removal of an existing legally established covered moorage within the first 30 feet waterward from the OHWM

- E. The covered portion of a moorage shall be restricted to the area lying within a triangle as illustrated in Figure A, except as otherwise provided in subsection (E)(1) of this section. The base of the triangle shall be a line drawn between the points of intersection of the property lateral lines with the ordinary high water mark. The location of the covered moorage shall not extend more than 100 feet from the center of the base line of such triangle. In cases where water depth is less than 11.85 feet from OHWM, the location of the covered moorage may extend up to 150 feet from the center of the base line or to the point where water depth is 11.85 feet at OHWM, whichever is less. The required ten-foot setbacks from the side property lines shall be deducted from the triangle area.
1. A covered moorage is allowed outside the triangle, or a canopy up to 21 feet in height, if the covered moorage meets all other regulations and:
    - i. Will not constitute a hazard to the public health, welfare, and safety, or be injurious to affected shoreline properties in the vicinity;
    - ii. Will constitute a lower impact for abutting property owners; and
    - iii. Is not in conflict with the general intent and purpose of the SMA, the shoreline master program and the development code.

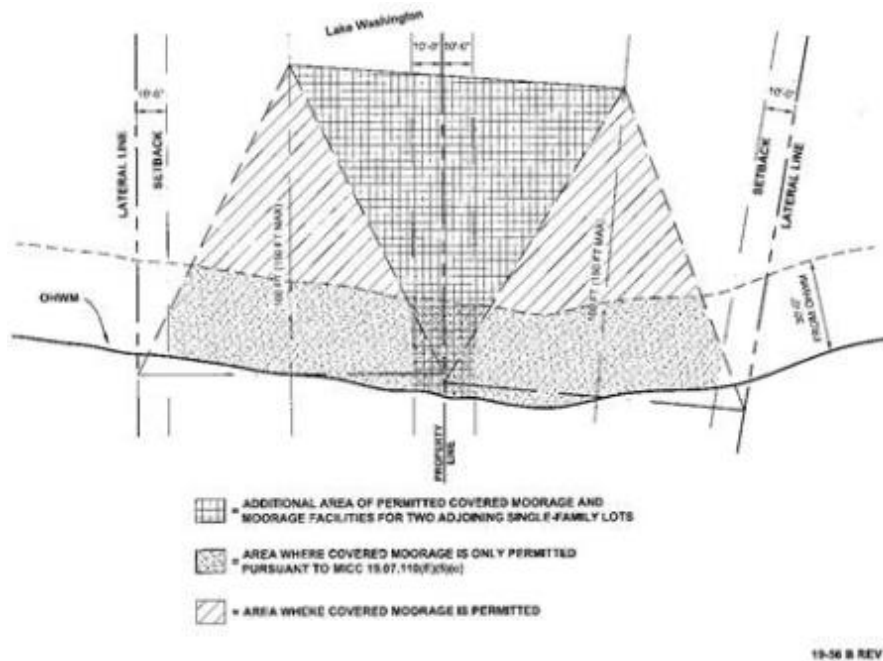
Figure A: Area of Permitted Covered Moorage, Individual Lots



19-56 A rev.5

2. Where a covered moorage or moorage facility is built pursuant to the agreement of owners of adjoining single-family lots located on the shoreline, the covered moorage area shall be deemed to include, subject to limitations of such joint agreement, all of the combined areas lying within the triangles extended upon each adjoining property and the inverted triangle situated between the aforesaid triangles, as illustrated in Figure B below.

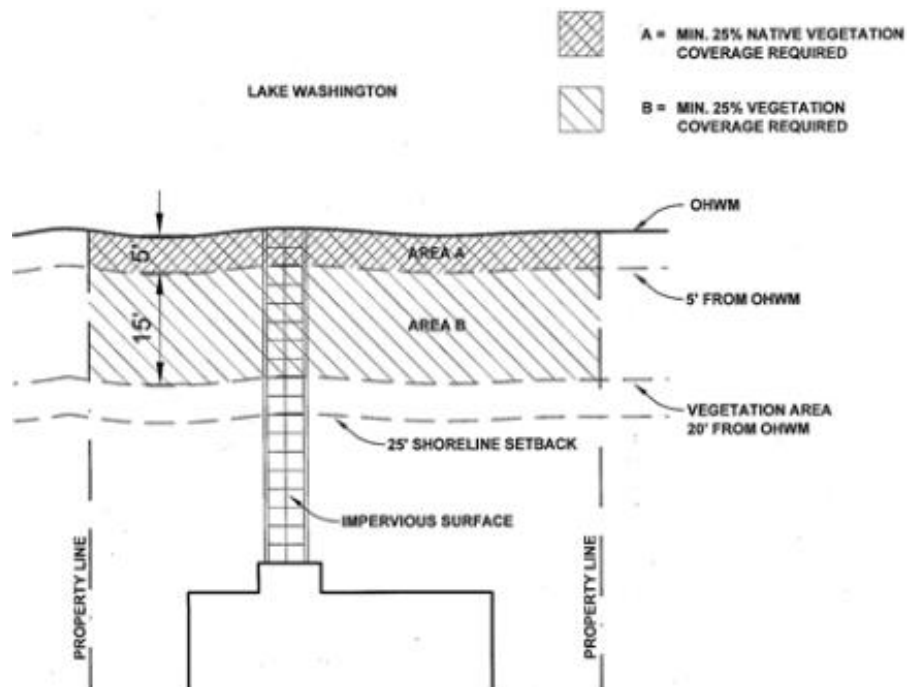
**Figure B: Area of Permitted Covered Moorage and Moorage Facilities, Two Adjoining Single-Family Lots**



3. Covered moorage is not allowed within the first 30 feet from the OHWM unless the applicant:
    - i. Demonstrates to the code official's satisfaction that proposed project will not create a net loss in ecological function of the shorelands; and
    - ii. Provides the city with documentation of approval of the moorage facilities by both the U.S. Army Corps of Engineers and the Washington Department of Fish and Wildlife.
- F. *Moorage facilities.* All permits for new and expanded moorage facility, other than **marinas and** public access piers or boardwalks, shall meet the following standards unless otherwise exempted. Moorage facilities have the option of meeting either the development standards prescribed in subsection (F)(1) or (F)(2) of this section, or the "alternative development standards" in subsection (F)(3) of this section.
1. *Development standards for new and expanded moorage facilities.* A proposed moorage facility shall be presumed to not create a net loss of ecological functions pursuant to subsection (B)(2) of this section if:
    - i. The surface coverage area of the moorage facility is:
      - a. Four hundred eighty square feet or less for a single property owner;
      - b. Seven hundred square feet or less for two residential property owners (residential); or
      - c. One thousand square feet or less for three or more residential property owners;
    - ii. Piers, docks, and platform lifts must be fully grated with materials that allow a minimum of 40 percent light transmittance;
    - iii. *Vegetation.* The code official approves a vegetation plan that conforms to the following:

Vegetation must be planted as provided in Figure C and as follows: Within the 25-foot shoreline setback, a 20-foot vegetation area shall be established, measured landward from the OHWM. Twenty-five percent of the area shall contain vegetation coverage. The five feet nearest the OHWM shall contain at least 25 percent native vegetation coverage. A shoreline vegetation plan shall be submitted to the city for approval. The vegetation coverage shall consist of a variety of ground cover shrubs and trees, excluding nonnative grasses. No plants on the current King County noxious weed lists shall be planted within the shorelands.

**Figure C: Vegetation Plan**



- iv. Only docks, ramps, and boatlifts may be within the first 30 feet from the OHWM. No skirting is allowed on any structure;
- v. The height above the OHWM for docks shall be a minimum of one and one-half feet and a maximum of five feet;
- vi. The first in-water (nearest the OHWM) set of pilings shall be steel, ten inches in diameter or less, and at least 18 feet from the OHWM. Piling sets beyond the first shall also be spaced at least 18 feet apart and shall not be greater than 12 inches in diameter. Piles shall not be treated with pentachlorophenol, creosote, CCA or comparably toxic compounds. If ammoniacal copper zinc arsenate (ACZA) pilings are proposed, the applicant shall meet all of the best management practices, including a post-treatment procedure, as outlined in the amended Best Management Practices of the Western Wood Preservers. All piling sizes are in nominal diameter;
- vii. Any paint, stain or preservative applied to components of the dock must be leach resistant, completely dried or cured prior to installation. Materials shall not be treated with pentachlorophenol, creosote, CCA or comparably toxic compounds;

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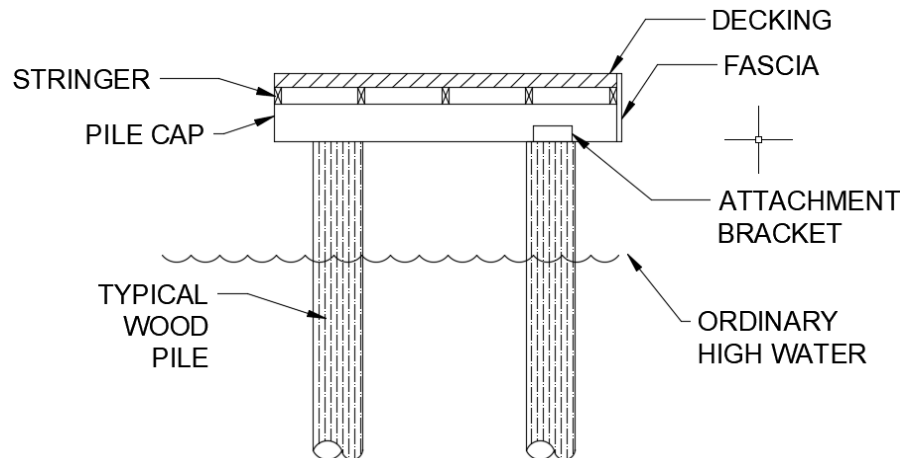
(Supp. No. 4)

- viii. No more than two mooring piles shall be installed per structure. Joint-use structures may have up to four mooring piles. The limits include existing mooring piles. Moorage piling shall not be installed within 30 feet of the OHWM. These piles shall be as far offshore as possible;
  - ix. The applicant shall abide by the work windows for listed species established by the U.S. Army Corps of Engineers and Washington Fish and Wildlife; and
  - x. Disturbance of bank vegetation shall be limited to the minimum amount necessary to accomplish the project. Disturbed bank vegetation shall be replaced with native, locally adapted herbaceous and/or woody vegetation. Herbaceous plantings shall occur within 48 hours of the completion of construction. Woody vegetation components shall be planted in the fall or early winter, whichever occurs first. The applicant shall take appropriate measures to ensure revegetation success.
2. *Development standards for replacement, repair and maintenance of overwater structures, including moorage facilities.* The maintenance, repair and complete replacement of legally existing overwater structures is permitted; provided, that:
- i. All permit requirements of federal and state agencies are met;
  - ii. The area, width, or length of the structure is not increased, but may be decreased;
  - iii. The height of any structure is not increased, but may be decreased; provided, that the height above the OHWM may be increased as provided in subsection (F)(2)(ix)(b) of this section;
  - iv. The location of any structure is not changed unless the applicant demonstrates to the director's satisfaction that the proposed change in location results in: (A) a net gain in ecological function, and (B) a higher degree of conformity with the location standards for a new overwater structure;
  - v. Piles shall not be treated with pentachlorophenol, creosote, CCA or comparably toxic compounds. If ammoniacal copper zinc arsenate (ACZA) pilings are proposed, the applicant shall meet all of the best management practices, including a post-treatment procedure, as outlined in the amended best management practices of the Western Wood Preservers. All piling sizes are in nominal diameter;
  - vi. Any paint, stain or preservative applied to components of the overwater structure must be leach resistant, completely dried or cured prior to installation. Materials shall not be treated with pentachlorophenol, creosote, CCA or comparably toxic compounds;
  - vii. The applicant shall abide by the work windows for listed species established by the U.S. Army Corps of Engineers and Washington Fish and Wildlife;
  - viii. Disturbance of bank vegetation shall be limited to the minimum amount necessary to accomplish the project. Disturbed bank vegetation shall be replaced with native, locally adapted herbaceous and/or woody vegetation. Herbaceous plantings shall occur within 48 hours of the completion of construction. Woody vegetation components shall be planted in the fall or early winter, whichever occurs first. The applicant shall take appropriate measures to ensure revegetation success;
  - ix. *Structural repair.* The structural repair, which may include replacement of framing elements, of moorage facilities that results in the repair of more than 50 percent of the structure's framing elements within a five-year period shall comply with subsections (F)(2)(ix)(a) through (F)(2)(ix)(c) of this section. For this section, framing elements include,

but are not limited to, stringers, piles, pile caps, and attachment brackets, as shown in Figure D:

- a. One hundred percent of the decking area of the pier, dock, and any platform lifts must be fully grated with materials that allow a minimum of 40 percent light transmittance;
- b. The height above the OHWM for moorage facilities, except floats, shall be a minimum of one and one-half feet and a maximum of five feet; and
- c. An existing moorage facility that is five feet wide or more within 30 feet waterward from the OHWM shall be replaced or repaired with a moorage facility that complies with the width of moorage facilities standards specified in Table D of this section;

**Figure D: Example of Overwater Structure**



- x. *Exterior surface repair.* The exterior surface repair, which may include the replacement of exterior surface materials of moorage facilities that results in the repair of more than 50 percent of the surface area of the moorage facility's decking, fascia, and platform lifts within a five-year period (see Figure D), shall be required to utilize materials that allow a minimum of 40 percent light transmittance over 100 percent of the dock; and
  - xi. Any decking that is removed in the course of repair shall be replaced with decking materials that allow a minimum of 40 percent light transmittance.
3. *Alternative development standards.* The code official shall approve moorage facilities not in compliance with the development standards in subsection (F)(1) or (F)(2) of this section subject to both U.S. Army Corps of Engineers and Washington Department of Fish and Wildlife approval to an alternate project design. The following requirements and all other applicable provisions in this chapter shall be met:
    - i. The dock must be no larger than authorized through state and federal approval;
    - ii. The maximum width must comply with the width of moorage facilities standards specified in standards specified in subsection D of this section (Table D);

- iii. The minimum water depth must be no shallower than authorized through state and federal approval;
  - iv. The applicant must demonstrate to the code official's satisfaction that the proposed project will not create a net loss in ecological function of the shorelands; and
  - v. The applicant must provide the city with documentation of approval of the moorage facilities by both the U.S. Army Corps of Engineers and the Washington Department of Fish and Wildlife.
- G. *Breakwaters, jetties, groins, and weirs.* Breakwaters, jetties, groins, weirs, and similar structures are prohibited, except for those structures installed to protect or restore ecological functions, such as woody debris installed in streams. Breakwaters, jetties, groins, and weirs shall be designed to protect critical areas and shall provide for mitigation according to the sequence defined in WAC 173-26-201(2)(e).
- H. *Public access piers, docks, or boardwalk.* New public access piers, docks, or boardwalks on public lands shall comply with the following:
- 1. Public access piers, docks, or boardwalks shall be designed and constructed using WDFW-approved methods and materials;
  - 2. With the exception of the requirements for moorage facilities related to width and length, public access piers, docks, or boardwalks shall comply with design standards required for moorage facilities listed in Table D, Requirements for Moorage Facilities and Development Located Waterward from OHWM;
  - 3. There is no dock length or area limit for public access piers, docks, or boardwalks; however, public access piers, docks, and boardwalks shall not interfere with navigation and shall be the minimum size necessary to meet the needs of the proposed water-dependent use;
  - 4. Public access piers, docks, or boardwalks may have a width of up to six feet subject to Army Corps of Engineers and/or Washington Department of Fish and Wildlife approval;
  - 5. Public access piers, docks, or boardwalks must be fully grated with materials that allow a minimum of 40 percent light transmittance;
  - 6. Minimum of one and one-half feet above ordinary high water to bottom of pier stringer, except the floating section of a dock attached to a pier;
  - 7. The first in-water (nearest the OHWM) set of pilings shall be steel, ten inches in diameter or less, and at least 18 feet from the OHWM. Piling sets beyond the first shall also be spaced at least 18 feet apart and shall not be greater than 12 inches in diameter. Piles shall not be treated with pentachlorophenol, creosote, CCA or comparably toxic compounds. If ammoniacal copper zinc arsenate (ACZA) pilings are proposed, the applicant shall meet all of the best management practices, including a post-treatment procedure, as outlined in the amended Best Management Practices of the Western Wood Preservers. All piling sizes are in nominal diameter;
  - 8. Any paint, stain or preservative applied to components of the overwater structure must be leach resistant, completely dried or cured prior to installation. Materials shall not be treated with pentachlorophenol, creosote, CCA or comparably toxic compounds;
  - 9. Disturbance of bank vegetation shall be limited to the minimum amount necessary to accomplish the project. Disturbed bank vegetation shall be replaced with native, locally adapted herbaceous and/or woody vegetation;



10. Construction of public access piers, docks, or boardwalks shall abide by the work windows for listed species established by the U.S. Army Corps of Engineers and Washington Fish and Wildlife; and
  11. A no net loss plan shall be prepared pursuant to MICC 19.13.020 demonstrating that the proposed project will not create a net loss in ecological function of the shorelands.
- I. *Restoration of ecological functions.* The code official may grant relief from shoreline master program development standards and use regulations resulting from shoreline restoration projects consistent with the criteria and procedures in WAC 173-27-215.
- J. *Dredging.*
1. Dredging shall be permitted only if navigational access has been unduly restricted or other extraordinary conditions in conjunction with water-dependent use; provided, that the use meets all state and federal regulations.
  2. Dredging shall be the minimum necessary to accommodate the proposed use.
  3. Dredging shall utilize techniques that cause the least possible environmental and aesthetic impact.
  4. Dredging is prohibited in the following locations:
    - i. Fish spawning areas except when the applicant conclusively demonstrated that fish habitat will be significantly improved as a result of the project.
    - ii. In unique environments such as lake logging of the underwater forest.
  5. Dredging and the disposal of dredged material shall comply with ecology water quality certification process and U.S. Army Corps of Engineers permit requirements. The location and manner of the disposal shall be approved by the city.
- K. *General requirements.* The following requirements apply to the following types of activities that may be waterward and/or landward of the OHWM:
1. Critical areas within the shorelands are regulated by chapter 19.07 MICC, as adopted in the MICC on June 18, 2019, except: MICC 19.06.110(B), Variances; MICC 19.06.110(C), Setback deviations; and MICC 19.07.140, Reasonable use exception.
  2. *Utilities.*
    - i. Utilities shall be placed underground and in common rights-of-way wherever economically and technically practical.
    - ii. Shoreline public access shall be encouraged on publicly owned utility rights-of-way, when such access will not unduly interfere with utility operations or endanger public health and safety. Utility easements on private property will not be used for public access, unless otherwise provided for in such easement.
    - iii. Restoration of the site is required upon completion of utility installation.
  3. *Archaeological and historic resources.*
    - i. If archaeological resources are uncovered during excavation, the developer and property owner shall immediately stop work and notify the city, the office of archaeology and historic preservation, and affected Indian tribes.

- ii. In areas documented to contain archaeological resources by the office of archaeology and historic preservation, a site inspection or evaluation is required by a professional archaeologist in coordination with affected Indian tribes.
4. New development totaling 500 square feet or more of any combination of additional gross floor area, lot coverage or hardscape, including the primary structures and appurtenances, shall be required to provide native vegetation coverage over 50 percent of the 20-foot vegetation area shown on Figure C. This total shall include all gross floor area, lot coverage, and hardscape added in the five years immediately prior to the development proposal.
- i. New development totaling 1,000 square feet or more of any combination of additional gross floor area, lot coverage or hardscape, including the primary structures and appurtenances, shall be required to provide native vegetation coverage over 75 percent of the 20-foot vegetation area shown in Figure C.
  - ii. A shoreline vegetation plan shall be submitted to the city for approval.
  - iii. The vegetation coverage shall consist of a variety of ground cover shrubs and trees indigenous to the central Puget Sound lowland ecoregion and suitable to the specific site conditions. Existing mature trees and shrubs, but excluding noxious weeds, may be included in the coverage requirement if located in the 20-foot vegetation area shown in Figure C.
  - iv. No plants on the current King County noxious weed lists shall be planted within the shorelands.
- L. *Marinas. Marinas must comply with the following standards.*
- 1. *With the exception of the requirements for moorage facilities related to width and length, marinas shall comply with design standards required for moorage facilities listed in Table D, Requirements for Moorage Facilities and Development Located Waterward from OHWM.*
  - 2. *Marinas are only allowed if they provide significant public access to the shoreline. A proposed marina provides significant public access by meeting one of the following conditions.*
    - a. *The marina is owned or operated by the City of Mercer Island;*
    - b. *The marina ~~is owned or operated by an organization or corporation serving serves~~ at least fifty (50) people; or*
    - c. *The marina is open to the general public and access is not limited to membership in an organization.*
  - 3. *Application Requirements. Applications for marinas must include the following.*
    - a. *A no net loss plan, consistent with MICC 19.13.020(C), which demonstrates that the proposed project will not create a net loss in ecological function of the shorelands.*
    - b. *A demand analysis or master plan that projects future needs for pier or dock space during the life of the development.*
      - i. *The total amount of moorage spaces proposed;*
      - ii. *The total number of commercial moorage spaces in the City of Mercer Island within a one-mile radius of the proposed facility; and*
      - iii. *The expected population and vessel characteristics of the potential users of the facility and how these characteristics relate to specific facility design elements including slip sizes, pier and dock length, and necessary water depth.*

4. General Requirements. The following standards apply to all marinas.

- a. Marinas shall be designed and operated consistent with federal and state water quality laws and established best management practices (BMPs) for marina operators, such as BMPs for bilge water discharge, hazardous waste, waste oil and spills, sewer management, and spill prevention and response. Rules for spill prevention and response, including reporting requirements, shall be posted on site.
- b. Marinas shall be designed and sited to prevent the need for maintenance dredging during the life of the development. Moorage must be designed to avoid vessels resting on the lakebed.
- c. Marinas must not be larger than necessary to accommodate the expected need as determined by the required demand analysis, this includes:
  - i. Overwater structures must not be wider or longer than necessary to accommodate the expected need;
  - ii. The number of slips provided must not exceed the expected need; and
  - iii. The slip dimensions must not be larger than necessary to moor the expected vessels moored.
- d. Marinas shall be marked with reflectors, or otherwise identified to prevent unnecessarily hazardous conditions for water surface users during the day or night. All other exterior finishes above the waterline must be nonreflective.
- e. Marinas must not include materials treated with pentachlorophenol, creosote, chromated copper arsenate, or comparably toxic compounds. Any paint, stain or preservative applied to components of the marina must be leach resistant and completely dried or cured prior to installation.
- f. Marinas must not interfere with the public use and enjoyment of the water or create a hazard to navigation.
- g. At least one (1) restroom must be provided upland of the OHWM.
- h. At least one (1) covered and secured waste receptacle must be provided upland of the OHWM.
- i. Utility and service lines located waterward of the OHWM must be affixed below the pier deck and above the water. Utility and service lines located upland of the OHWM shall be underground, where feasible.
- j. Covered moorage is prohibited in marinas.
- k. Floating homes and ~~live aboard vessels~~ living within vessels are prohibited in marinas.
- l. Disturbance of bank vegetation shall be limited to the minimum amount necessary to accomplish the project. Disturbed bank vegetation shall be replaced with native, locally adapted herbaceous and/or woody vegetation. Herbaceous plantings must occur prior to final approval of the building permit. Woody vegetation components shall be planted in the fall or early winter, whichever occurs first. The applicant shall take appropriate measures to ensure revegetation success.
- m. Exterior lighting mounted on piers, docks or other overwater components of a marina shall be at ground or dock level, be directed away from adjacent properties and the water, be of the lowest intensity needed, and designed and located to prevent light

from spilling onto the lake water. The following development activities are exempt from this requirement:

- i. Emergency lighting required for public safety incidents;
- ii. Lighting required by state or federal regulations;
- iii. Lighting for public rights-of-way;
- iv. Outdoor lighting for temporary or periodic events (e.g., community events at public parks); and
- v. Seasonal decorative lighting beyond 30 feet of the ordinary high water mark.
- n. The applicant must provide documentation of approval of the marina by both the U.S. Army Corps of Engineers and the Washington Department of Fish and Wildlife.
- o. Vessels shall be restricted from extended mooring on waters of the state, except as allowed by applicable state regulations and unless a lease or permission is obtained from the state and impacts to navigation and public access are mitigated.

5. Piles. Piles associated with a marina must comply with the following requirements.

- a. Piles shall be placed at least eighteen (18) feet from the OHWM.
- b. Piles shall not be treated with pentachlorophenol, creosote, chromated copper arsenate or comparably toxic compounds.
- c. Piles must be spaced at least eighteen (18) feet apart. The code official may authorize alternate spacing of piles provided the applicant demonstrates that the alternate spacing reduces the total number of piles needed for the project.
- d. Piles must not exceed twelve (12) inches in diameter. The code official may authorize larger piles provided the applicant demonstrates that the larger piles reduce the total number of piles needed for the project.
- e. Piles must be fitted with devices to prevent perching by fish-eating birds.

6. Overwater structures. Overwater structures associated with a marina must comply with the following requirements.

- a. Overwater structures must be designed to minimize the lakebed shading to the greatest degree feasible.
  - i. Overwater structures within thirty (30) feet of the OHWM must not exceed six feet in width.
  - ii. Overwater structures more than thirty (30) feet from the OHWM may be wider than six (6) feet provided:
    - A. Overwater structures wider than six (6) feet must be approved by the Army Corps of Engineers and/or Washington Department of Fish and Wildlife;
    - B. Potential environmental impacts of overwater structures with a width greater than six (6) feet must addressed in the required no net loss plan; and
    - C. The code official may condition approval to require mitigation for any overwater structure exceeding six (6) feet in width.

- iii. Overwater structures must be grated in compliance with state and federal law.
  - b. Length. Overwater structures that compose a marina must be designed to avoid adversely affecting navigability of waterways.
    - i. Overwater structures associated with the marina shall not exceed the minimum length necessary to accommodate facility needs as demonstrated in the required demand analysis or master plan.
    - ii. The code official may condition approval ~~to reduce the maximum of the length~~ to reduce the effects of overwater structures on navigability of the waterway.
  - c. Floats. Floats must comply with the following requirements.
    - i. All floats shall be designed to prevent the bottom of the float from resting on the lakebed.
    - ii. All floats must be fully enclosed and contained in a shell, tub, or wrap. The shell, tub, or wrap must prevent breakup or loss of the flotation material into the water. The shell or wrap must not be readily subject to damage by ultraviolet radiation and abrasion.
7. New Marinas. New marinas shall only be located where there are existing marinas on the effective date of this ordinance.

## Chapter 19.16 DEFINITIONS

### 19.16.010 Definitions.

Words used in the singular include the plural and the plural the singular.

Definitions prefaced with (SMP) are applicable only to the shoreline master program, chapter 19.13 MICC.<sup>1</sup>

#### M

*Macro wireless communications facility:* Any wireless communication facility that does not meet the definition of small wireless facility.

*Major new construction:* Construction from bare ground or an enlargement or alteration that changes the exterior of an existing structure that costs in excess of 50 percent of the structure's assessed value. Single-family development is excluded from this definition.

*Major single-family dwelling building permit:* A building permit for:

1. A new single-family dwelling on a vacant lot or as replacement of an existing or demolished building; or
2. Any change to a single-family dwelling that requires a building permit and results in any of the following:
  - a. An increase in the existing maximum building height above the highest point of the building, except for a reroof that increases the highest point of the building by 12 inches or less;
  - b. A reduction in any existing side yard;
  - c. An increase in the existing gross floor area of more than 500 square feet; or
  - d. An increase in the existing lot coverage of more than 100 square feet.

*Major site feature:* The public development amenities listed in MICC 19.11.060(B) that an applicant of major new construction in the Town Center must provide in order to be allowed building height over the base building height of two stories.

*Manufacturing:* An establishment engaged in the mechanical or chemical transformation of materials or substances into new products. Uses which create or involve the production of hazardous materials or objectionable noise, odor, dust, smoke, cinders, gas fumes, noise, vibration, refuse or water-carried waste are not allowed. Manufacturing uses are limited to 10,000 square feet or less of gross floor area.

*Marina:* A private or public moorage facility providing the purchase, lease, and/or use of a slip for storing, berthing, and securing watercraft, including both long-term and transient moorage. Marinas may include accessory facilities for providing incidental services to users of the marina, such as swim structures, waste collection, boat sales, or rental activities, and retail establishments providing fuel service, repair, or service of watercraft. Marinas do not include moorage facilities serving four or fewer single-family residences.

*Master site plan:* The comprehensive, long range plan intended to guide the growth and development on a parcel of land that shows the existing and proposed conditions on the site including topography, vegetation, drainage, flood plains, wetlands, waterways, landscaping, open spaces, walkways, means of ingress and egress,

<sup>1</sup>Editor's note(s)—The reference to MICC 19.07.110 in this section was corrected to chapter 19.13 MICC at the city's request, for consistency with Ordinance No. 19C-06.

circulation, utilities, structures and buildings, and any other information reasonably necessary for the design commission to make an informed decision about development of the site.

*Mean low water:* The level of Lake Washington during the fall and winter when the water level is lowered to minimize winter storm damage to lakeside properties. Mean low water is one and one-half feet lower than ordinary high water.

*Minor exterior modification:* Any exterior modification to an existing development or site that does not constitute major new construction.

*Minor modification to site plan:* Modification of lot lines which does not violate any development or design standards, or increase the intensity or density of uses; reconfiguration of parking lots or landscape areas which does not reduce the required amount of parking or landscaping or negatively impact the screening from adjacent residential property; change in tree and landscape plant material that is less than four-inch caliber in size; modifications of the building envelope which do not increase the building footprint or which constitute minor exterior modification; relocation of fire lanes or utility lines.

*Minor site feature:* The public development amenities listed in MICC 19.11.060(A) that an applicant of major new construction in the Town Center must include regardless of the building's height.

*Mitigation or mitigate:* The use of any or all of the following actions in a critical area:

1. Avoiding the impact by not taking a certain action;
2. Minimizing the impact by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce the impact;
3. Rectifying the impact by repairing, rehabilitating or restoring the affected critical area;
4. Minimizing or eliminating the impact over time by preservation or maintenance operations;
5. Compensating for the impact by replacing, enhancing or providing substitute critical areas; or
6. Monitoring the impact and taking appropriate corrective measures including any combination of the measures listed in subsections (1) through (5) of this definition.

*Mixed use:* Development with a variety of complementary and integrated uses, such as, but not limited to, residential, office, retail, public, or recreation.

*Monitoring:* Evaluating the impacts of alterations to critical areas and assessing the performance of required mitigation measures through the collection and analysis of data.

*Moorage facility:* Any device or structure used to secure a boat or a vessel, including piers, docks, piles, lift stations or buoys.

*Morning peak hour:* The single hour with the highest traffic volumes on the roadway adjacent to the development between 7:00 a.m. and 9:00 a.m.

*Mortuary services:* The preparation of the dead for burial or internment including conducting funerals, transporting the dead, and selling caskets and related merchandise.

*Museums and art exhibitions:* The exhibition of objects of historical, cultural, and/or educational value that are not offered for sale.





## **ZTR23-001**

### Shoreline Regulations for Marina and Swim Facilities

Mercer Island City Code (MICC)  
19.13.040 Table B, 19.13.050,  
19.13.010(E), and 19.16.010

City Of Mercer Island City Council  
October 3, 2023  
Molly McGuire, Planner  
Department of Community Planning and  
Development





# Purpose / Background

- **October 3:** Present Ordinance No. 23C-15 to City Council for second reading and adoption.
- **September 19:** The City Council completed first reading accepting the Planning Commission recommendation with four (4) additional amendments which are included in the Ordinance with the packet.
- **September 19:** City Council also requested staff look further into the term “live aboard vessels” and provide any clarifying language.

# Staff Follow Up

Question regarding “live aboard vessels”

- Staff coordinated with DOE and referenced back to WAC.
- Confirmed intent is not to prohibit “live aboard vessels”, but to limit impacts from such in areas which don’t have the facilities to support the use.
- Therefore, an additional (fifth) amendment is included in the Ordinance with the packet:
  - MICC 19.13.050(L)(4)(k) – “Floating homes and ~~live aboard vessels~~ living within vessels are prohibited in marinas.”

# City Council Follow Up

Question regarding one of the September 19 CC amendments

- PC Chair Murphy provided additional public comment to City Council following the September 19 first reading.
- Concern was expressed the new language could be interpreted to require the marina itself serve 50 users.
- The following amendment was suggested:
  - MICC 19.13.050(L)(2)(b) – “The marina ~~is owned or operated by an organization or corporation serving~~ is part of a facility that serves at least fifty (50) people; or”

# Recommended Motions

- **Motion #1:** Move to amend MICC 19.13.050(L)(2)(b) to read “The marina is part of a facility that serves at least fifty (50) people; or”
- **Motion #2:** Move to adopt Ordinance No. 23C-15 (as amended).

## Next Steps

- Once Ordinance No. 23C-15 is adopted, it will be sent to DOE for final review.
- Upon receipt of final DOE approval, the City will publish the Ordinance.



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

**AB 6351**  
**October 3, 2023**  
**Regular Business**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6351: Closure of Mercer Island City Hall (Resolution No. 1650)	<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>	Approve Resolution No. 1650 to cease operations at Mercer Island City Hall and permanently close the building.	

<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. 1650 2. Staff presentation on City Hall from July 18 Council Meeting 3. Northwest Studio's presentation on cost estimates to abate and reoccupy City Hall
<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 approve Resolution No. 1650 (Exhibit 1) to cease City operations at Mercer Island City Hall and permanently close the building.

- Broken floor tiles were found in the mechanical room in City Hall in April 2023, which were subsequently confirmed to contain asbestos.
- City Hall was immediately closed to all employees and visitors.
- Extensive testing has resulted in asbestos detection in other locations in the building, including in the HVAC system, although no airborne asbestos was detected in air tests.
- The preliminary cost estimate to abate and re-occupy City Hall is \$10 million with an estimated timeline of nearly two years to complete the work.
- During discussions at the July 18, 2023 City Council meeting, Councilmembers indicated the costs of abatement of City Hall outweighed the benefits of re-opening the building and expressed support for the City Manager to return to City Council with a resolution directing the permanent closure of the building.

## BACKGROUND

In April 2023, staff visually identified broken floor tiles and flooring adhesive in the basement mechanical room at the Mercer Island City Hall. Immediate testing of the materials confirmed that both the tiles and the adhesive contained asbestos. This mechanical room houses one of the building's two primary air handling units, a key component of the HVAC system. To ensure the safety of City staff and visitors, City Hall was immediately closed while further testing was conducted to determine if asbestos fibers were present in other areas of the facility.

### Review of Asbestos Testing Findings

The City hired PBS Engineering and Environmental (PBS) to advise staff, conduct more intensive testing, and ensure that industry best practices were followed in further detection and risk mitigation efforts. Between late April and early July, PBS performed three primary types of tests: air quality, settled dust, and bulk material testing. Testing has resulted in asbestos detection in several locations in the building, including in the HVAC system. No airborne asbestos was detected during air quality tests.

One goal of this wide-ranging testing was to create a comprehensive survey of conditions inside the HVAC system. However, field analysis found that many of the oldest ducts are encapsulated behind heavy plastic sheeting and fiberglass batt insulation and/or multiple layers of ceiling material. The testing inside the HVAC system was taken as far as possible without deconstructing the interior ceiling of the building. A significant destructive investigation (e.g., full removal of the City Hall ceiling) is required to fully confirm conditions.

While the floor tiles and adhesive found in the basement mechanical room alerted staff to the asbestos issue and prompted extensive testing in the building, these items are not likely to be the sole source of asbestos detected in portions of the HVAC system. Additional source(s) of asbestos contamination have not been definitively identified, and likely will not be uncovered by further testing. Based on the varying levels and locations of asbestos identified through the testing completed to date, PBS consultants believe there is a high probability that one or more sources of contamination contributed to the issue over the life of the building.

### Review of Abatement and HVAC Replacement Cost Estimates

Northwest Studios, the City's architect team, prepared preliminary cost estimates for two scenarios for abatement and re-occupancy of City Hall. These cost estimates were for hard costs of replacement of the HVAC system and associated building systems.

The first scenario was a full re-occupancy of City Hall. This work would require abatement of the floor tiles in the basement mechanical room, replacement of the HVAC hydronic and ventilation system, and the replacement of various building infrastructure required associated with the HVAC system (ceilings, light fixtures, cabling, etc.). The preliminary cost estimate to re-occupy City Hall under this scenario is \$10 million with an estimated timeline of nearly two years to complete the work. This cost estimate does not include abatement costs or softs costs such as design, engineering, and project management.

The second scenario was to investigate the possibility of re-occupying the Police Department portion of the City Hall Building for 5 to 7 years while longer-term options were investigated. The team looked at partitioning the existing Police Department spaces from the remainder of the building, abating those spaces, removing the existing HVAC system, and installing a contemporary system to serve this occupancy. The preliminary cost estimate to re-occupy the Police Department portion of City Hall is over \$4 million with an estimated timeline

of 12 to 18 months to complete the work. This cost estimate does not include abatement costs or softs costs such as design, engineering, and project management costs.

### **July 18, 2023 City Council Meeting**

During the July 18, 2023 City Council meeting, staff presented an update on the status of City Hall, the extensive testing for asbestos conducted in the facility, and the estimated costs associated with abatement and re-occupancy ([AB 6308](#)). Upon receiving the staff report, Councilmembers indicated that the costs of abatement of City Hall outweighed the benefits of re-opening the building. During the discussion council members expressed support for the City Manager to return with a resolution directing the permanent closure of the building.

### **Additional Materials**

For more information on testing results, considered re-occupancy scopes of work, and cost estimates of re-occupancy see [AB 6308](#), the staff presentation to City Council on July 18 (Exhibit 2), Northwest Studio's presentation on cost estimates to reoccupy City Hall (Exhibit 3), and [the recording of the July 18 City Council meeting](#).

## **ISSUE/DISCUSSION**

### **Why Close City Hall?**

The Mercer Island City Hall building is at the end of its expected lifespan. The building was originally constructed in 1957 and was last renovated in 1988. City Hall does not meet current energy and structural codes, and multiple building systems are failing or in need of significant maintenance or reinvestment.

Because the building is already past its expected lifespan, the preliminary estimated cost of \$10 million dollars to re-occupy City Hall does not have a high return on investment for such a significant cost. The recommendation is to permanently close City Hall and begin the process of identifying a long-term solution for replacement.

### **Closing City Hall (Resolution No. 1650)**

Resolution No. 1650 (Exhibit 1) directs the permanent closure of the Mercer Island City Hall building until a future decision is made by the City Council on its use or disposition.

### **City Hall Closure Let's Talk Page**

City staff are in the process of developing a [Let's Talk Page](#) for the community to receive further information on the closure of City Hall and the long-term facility planning process. The page is expected to be live the week of October 2, 2023.

## **NEXT STEPS**

The City Manager has organized specific staff teams to address the many issues and work items related to the closure of City Hall. This includes moving personal items out of City Hall, technology transitions, support for work groups that are the most impacted by the closure including Police and Municipal Court, and other matters.

During the October 17 City Council meeting, the Council will review and consider an agenda bill approving an Interlocal Agreement and lease with the City of Newcastle for Municipal Court operations. After an exhaustive search for temporary leased space, the City Manager is recommending leasing Newcastle Council Chambers for court proceedings and available office space in the Newcastle City Hall building for court staff offices.

Staff are also working to address the impacts to the Police Department and are in the process of implementing a plan to place temporary modular facilities in the City Hall parking lot for short-term support of police operations. Staff will brief City Council on the work to re-house the Police Department at a future City Council meeting.

Long-term planning work related to the replacement of City Hall is underway. Discussions with the City Council and the community are planned for 2024.

### **RECOMMENDED ACTION**

Approve Resolution No. 1650, directing the permanent closure of the Mercer Island City Hall building.



**CITY OF MERCER ISLAND  
RESOLUTION NO. 1650**

**A RESOLUTION OF THE CITY OF MERCER ISLAND, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO CEASE CITY OPERATIONS AT  
MERCER ISLAND CITY HALL AND PERMANENTLY CLOSE THE BUILDING**

**WHEREAS**, in April of 2023, City staff visually identified broken floor tiles and flooring adhesive in the City Hall mechanical room near air handling units of the HVAC system; and

**WHEREAS**, the tiles and the adhesive were tested and confirmed to be asbestos containing materials; and

**WHEREAS**, to ensure the safety of City staff and visitors, City Hall was closed immediately while further testing was conducted to determine if asbestos fibers were present in other areas of the facility; and

**WHEREAS**, additional testing in the HVAC system identified the presence of asbestos in the HVAC system; and

**WHEREAS**, City contractors designed and provided preliminary cost estimates for scenarios for re-occupancy of City Hall at an estimated cost of at least \$10 million dollars with an estimated timeline of two years; and

**WHEREAS**, due to the significant cost of the abatement and re-occupancy plan and the City Hall facility already being at the end of its useful life, during the July 18, 2023 City Council meeting, councilmembers expressed support for the City Manager to stop pursuing abatement and re-occupancy of City Hall, return to Council with a resolution permanently ceasing City operations at City Hall, and pursue alternative long-term solutions for City facilities;

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

The City Manager's decision to pause City operations at City Hall in light of the findings described in the WHEREAS clauses above is ratified by the City Council. Furthermore, the City Manager is directed to (1) continue to wind down City operations at City Hall until they are all permanently ceased; and (2) take reasonably necessary steps to close and secure the City Hall building until a decision on its future use or disposition is made by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 3<sup>rd</sup> DAY OF OCTOBER, 2023.

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

ATTEST:

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



# AB 6308 City Hall Closure Update

Mercer Island City Council | July 18, 2023





## Part 1

- Overview and Purpose
- Timeline
- Asbestos 101
- Testing and Results
- Findings

## Part 2

- Re-occupancy of the building:
  - Anticipated Scope of Work
  - Estimated Cost
  - Estimated Timeline



## Staff & Consultants

- **Jessi Bon** | City Manager
- **Jaime Page** | Support Services Manager
- **Alaine Sommargren** | Deputy Public Works Director
- **Tim Ogden** | Principal | PBS Engineering & Environmental
- **Aaron Young** | Partner | Northwest Studio
- **David Cutler** | Partner | Northwest Studio
- **Allan Montpellier** | Principal | PAE Engineers

# Overview & Purpose

- The purpose of this agenda item is to present an overview of the City Hall closure, including the anticipated scope of work necessary to abate the asbestos detected in the HVAC system and re-occupy the building.
- The preliminary cost estimate to abate and re-occupy City Hall is \$10 million with an estimated timeline of nearly two years to complete the work. This will be further detailed in the second half of the presentation.
- We are also underway with a Facilities Conditions Assessment (FCA) for City Hall and several other City facilities. The FCA has identified other issues that need to be further evaluated (e.g. structural and seismic issues) for consideration in a future renovation project.
- This is our first presentation on the City Hall closure. We will be back in early fall with an update and to further discuss policy decisions related to the City Hall facility, including whether or not to re-occupy the building.

# Overview & Purpose

- The closure of City Hall has been very impactful on City staff teams, who are making do with temporary accommodations.
- We will continue to work on short-term solutions to meet operations and customer service needs while discussions with the City Council are ongoing related to re-occupancy of the building.
- City Hall will remain closed to employees and the public.



# Timeline - Discovery

## April 17

- Broken tiles and tile adhesive in the basement Mechanical Room of City Hall were identified as possibly containing asbestos.
- The tiles were discovered by a staff person while inspecting the Mechanical Room and may have been in that condition for some time.
- Same-day tests confirmed that both the tiles and adhesive contained asbestos.
- The Mechanical Room also contains an air handling unit for the City Hall HVAC system.
- City Hall was immediately closed to further investigate.

**Picture:** Broken tiles in Mechanical Room





# Timeline – Early Investigation

## April 18 – April 21

- The asbestos abatement contractor performed an initial building walk through.
- Additional floor tiles on the Main Floor of City Hall also tested positive for asbestos. These tiles are intact, undisturbed, and under carpet tiles, and do not present an immediate hazard. However, they will require abatement in the event of a renovation involving the floor plate in the areas where present.
- The contractor conducted initial air quality testing throughout the building; there were no positive tests for airborne asbestos.

**Picture:** Asbestos-containing tiles under carpet floor tiles on first floor of City Hall.





# Timeline – In-Depth Testing

## April 21 – July 7

- The City hired PBS Engineering and Environmental to develop and perform comprehensive testing protocols.
- Extensive testing was conducted, including air samples, settled dust, and bulk materials.
- A thorough investigation of the HVAC system as conditions allowed was conducted.
- Other possible sources of asbestos were also evaluated.

## May 15 - 19

- Boiler room flooring materials abated (pictured)

## June 27

- Good Faith Inspection performed.

**Picture:** Basement mechanical room post-abatement.

AB 6351 | Exhibit 2 | Page 13



# Asbestos 101

- Asbestos was widely used in a range of goods, including building materials and fire retardants, from the late 1800s through the 1980s.
- Common sources of asbestos in older buildings include flooring, insulation, roofing, adhesives, and ceiling tiles.
- When materials are disturbed or damaged, fibers can become airborne, and be inhaled. Significant exposure over time may cause serious health issues.
- In 1989, the EPA issued a ban on most asbestos-containing products.



# Asbestos 101 (continued)

## Regulations

- Unlike air and bulk materials, no regulatory threshold exists to determine safe levels of asbestos in settled dust.
- Research on workers responding to the collapse of the World Trade Centers established non-regulatory thresholds for asbestos concentrations in settled dust.
- Depending on the environment, 'background' levels of asbestos in dust can range from 1,000 structures per  $\text{cm}^2$  to 10,000 s/ $\text{cm}^2$ .
- Concentrations over 10,000 s/ $\text{cm}^2$  are considered 'above background' for any environment.
- Each organization must determine their own allowable threshold – 1,000 s/ $\text{cm}^2$  is a commonly applied standard.

# Testing and Results

- Some testing data has been updated since the Agenda Bill was published. Updates are denoted with an asterisk (\*).
- 180\* total samples collected and processed:
  - Air - 20 samples
  - Settled dust – 73 samples
  - Bulk materials – 87 samples
- Presenting a high-level summary of testing procedures and results.

# Testing and Results

## Air Testing

- Air testing for asbestos collects interior air to screen for airborne asbestos fibers.
- 20 samples were collected throughout City Hall and tested using high volume air pumps.

## Results

- No asbestos fibers were identified in any air testing samples.

**Picture:** Air sampling performed in City Hall kitchen.





# Testing and Results

## Settled Dust Testing

- This testing method evaluates settled surface dust in the building and in the HVAC system for asbestos fibers.
- 73\* samples were collected and tested using a device similar to what is shown in the picture.
- Results indicate the asbestos concentration based on the area sampled.

## Results

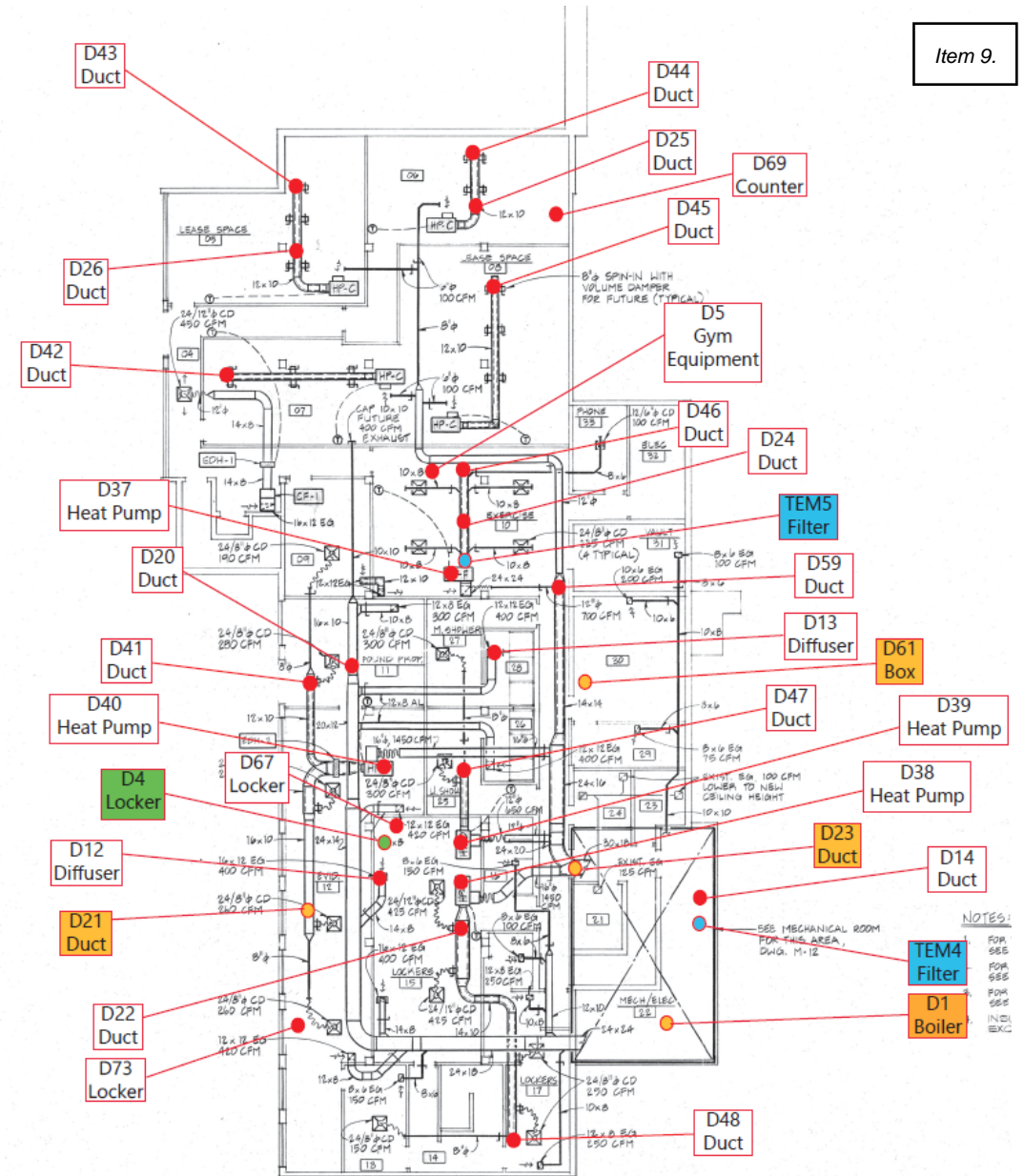
- Asbestos detected in 11\* settled dust samples from 10\* locations:
  - Five samples:  $>10,000 \text{ s/cm}^2$
  - One sample:  $>13,000,000 \text{ s/cm}^2$



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# Sampling Diagrams: Basement

- Exhibit 1 to the AB shows mechanical drawings with dust and bulk sampling results.
- No air samples are recorded on these diagrams.
- Color coding indicates the absence or concentration of detected asbestos.
  - White: No asbestos detected
  - Green: Dust <1,000 s/cm<sup>2</sup>
  - Yellow: Dust <10,000 s/cm<sup>2</sup>
  - Orange: Dust >10,000 s/cm<sup>2</sup>
  - Blue: Bulk sample with a positive detection
- The basement had several positive dust and bulk material tests:
  - D4 Locker
  - D21 Duct
  - D22 Duct
  - D73 Locker

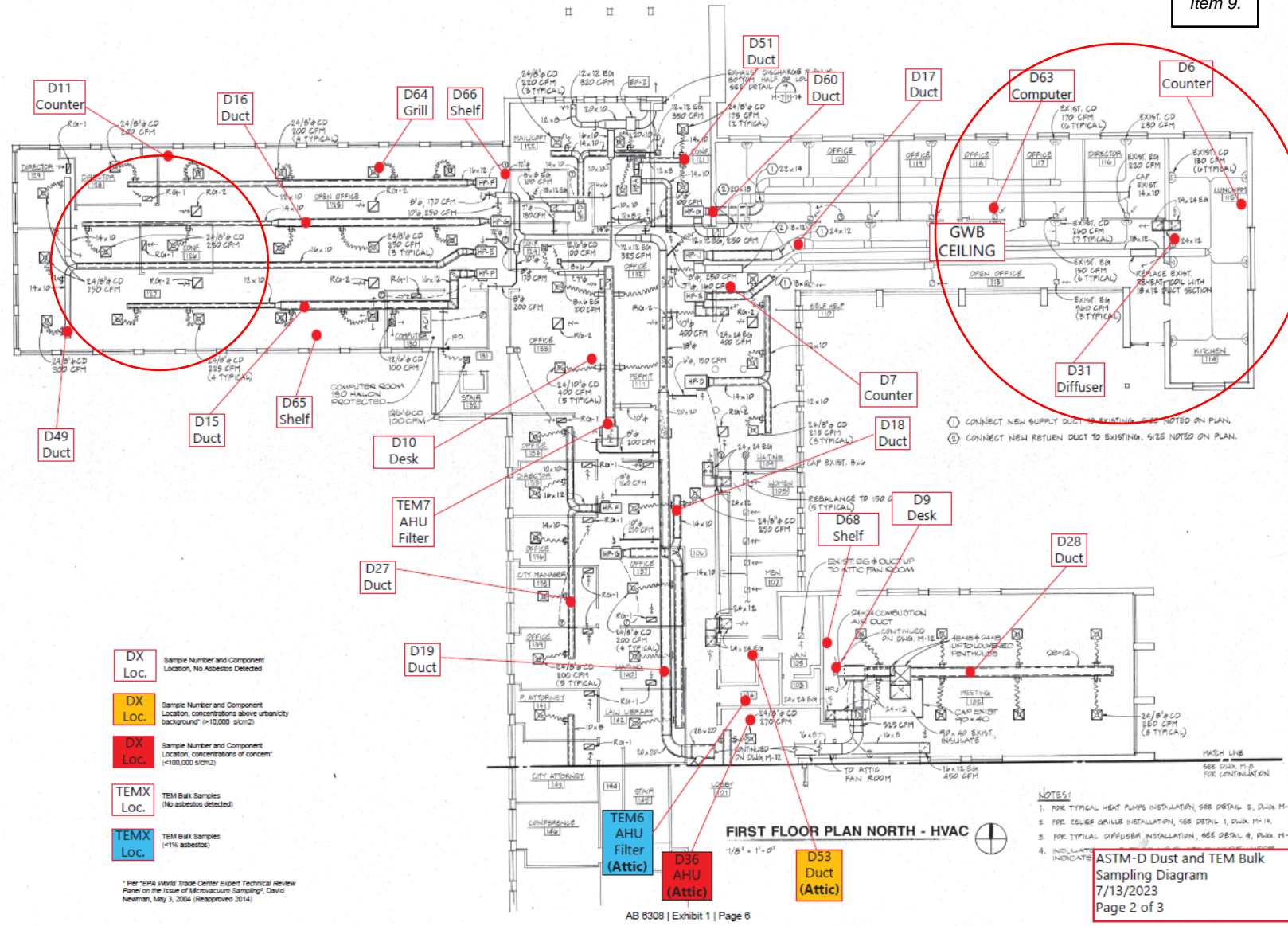




# Sampling Diagram: First Floor, North

Item 9.

- Area includes CPD, Finance, City Manager, and Municipal Court.
- Area around Municipal Court had several positive tests:
  - White: No asbestos detected
  - Orange: Dust >10,000 s/cm<sup>2</sup>
  - Red: Dust >100,000 s/cm<sup>2</sup>
  - Blue: Bulk sample with a positive detection
- Ceiling construction in northeast and northwest corners of building limited access for duct sampling.

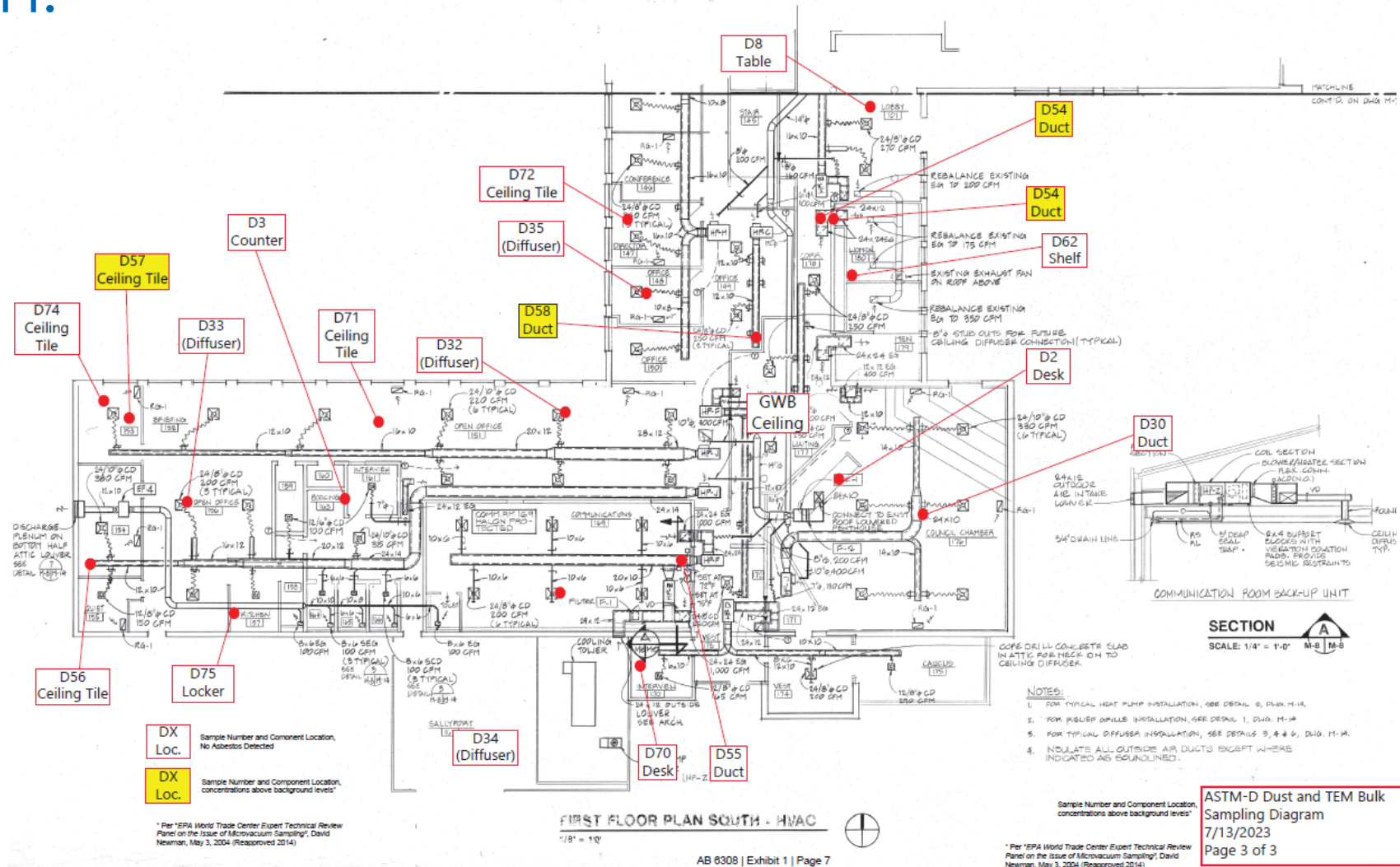




# Sampling Diagram: First Floor, South

Item 9.

- Area includes Police Department and Council Chambers
- Several positive dust samples:
  - White: No asbestos detected
  - Yellow: Dust  $<10,000$  s/cm<sup>2</sup>





# Duct Conditions



**Picture:** Example of lined duct in attic mechanical room.



**Picture:** Dust build-up in an unlined duct in the attic mechanical room (sample D53).



# Testing and Results

## Bulk Material Testing

- Bulk material testing involves the removal of materials to be tested. Actual materials are removed and tested
- 10 samples were collected and tested.
  - HVAC filter, ceiling tile, mastic, floor tile, sheet flooring

## Results

- Bulk testing identified asbestos in two HVAC system filters and one sample of flooring.
- As previously noted, approx. 10,000 sq ft of asbestos tiles were known to be present throughout City Hall, but most are undisturbed.





# Testing and Results

## Good Faith Inspection

- A Good Faith Inspection surveys all potential asbestos-containing materials in a building.
- The investigation of City Hall was limited by access issues in the ceiling and attic (pictured).
- This work included 77 additional bulk samples.

## Results

- 13\* samples were positive, including:
  - Three types of flooring (additional 20,000 sq ft)
  - Flooring adhesive
  - Window putty
- 31 interior fire doors visually identified as asbestos-containing\* (pictured)



# Findings

- It is unlikely that the basement floor tiles are the sole source of the asbestos found in the HVAC system. However, additional sources of asbestos have not been identified.
- It is possible that the asbestos contamination within the HVAC system occurred prior to City ownership or during a renovation project in the late 1980s - early 1990s.
- Significant destructive investigation (e.g. full removal of the City Hall ceiling) is required to fully confirm conditions.
- Requirements to abate and re-occupy the building are anticipated to be costly and extensive and will be further detailed in the second part of the presentation.



# Questions

Next:

Re-occupancy of City Hall: Estimated Scope, Cost, and Timelines





# Mercer Island City Hall



# Project Team

Facilities condition assessment, Long range planning, Capital projects support

Item 9.

## **northwest studio** architect urban designers

Lead consultant for facilities condition assessment and Long Range planning



Building systems design and engineering, leaders in Sustainable Design



Facilities condition assessments



Cost estimating and management



# City Hall Context and Scope Overview

Item 9.

## City Hall Re-Occupancy

- Concept level scope of work, cost estimate, and estimated timeline for removals and replacement.

## Police Department areas Re-Occupancy

- Concept level scope of work, cost estimate, and estimated timeline for removals and replacement.





# HVAC Systems Existing Conditions



## MI CITY HALL

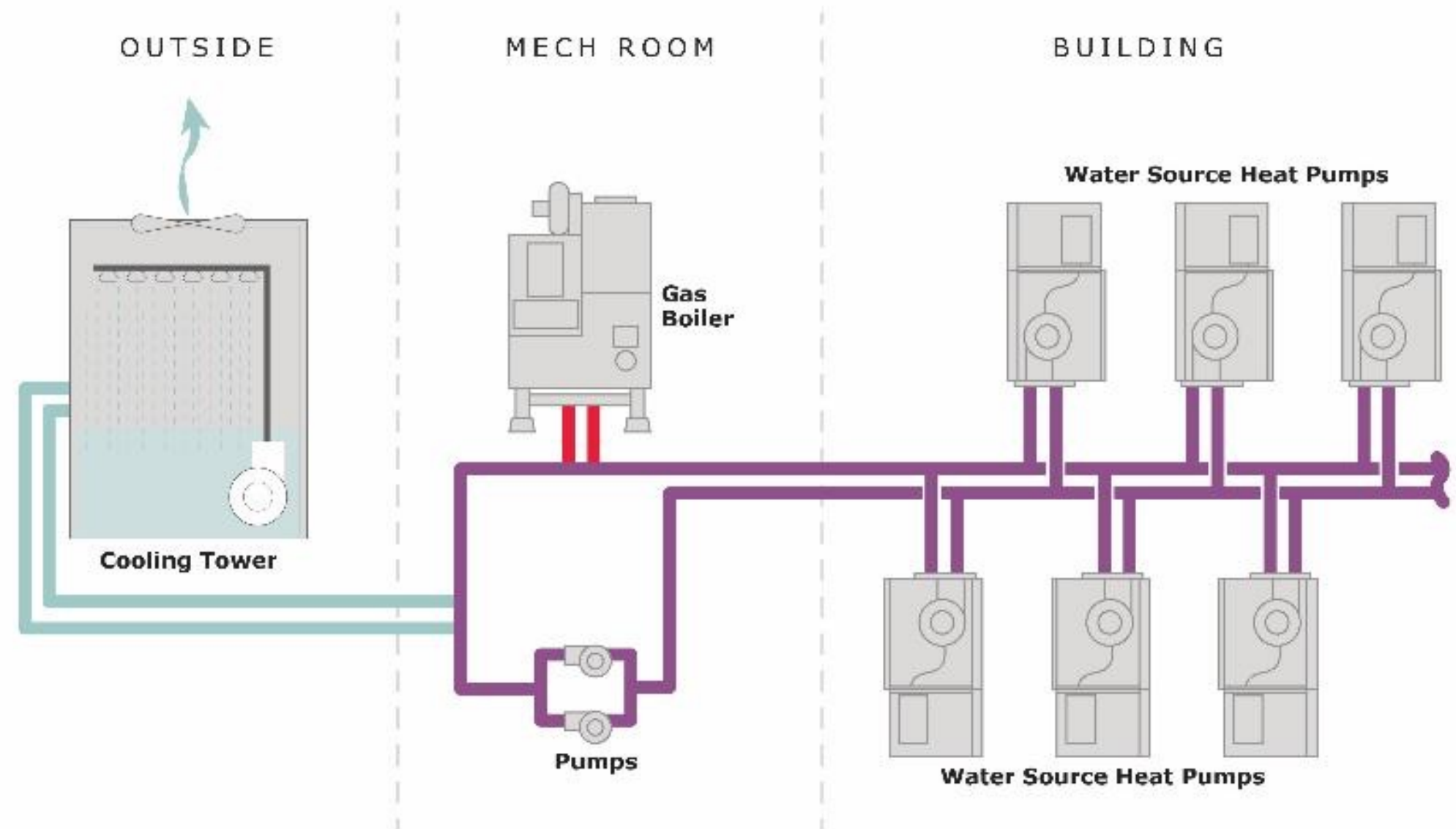
# Existing Heating and Cooling System

### SYSTEM DEFICIENCIES:

- PVC piping is at risk of catastrophic failure.
- All the equipment is near the end of life.

### ENVIRONMENTAL DEFICIENCIES:

- Using fossil fuel (i.e., natural gas for heating)
- Water use for cooling



## MI CITY HALL

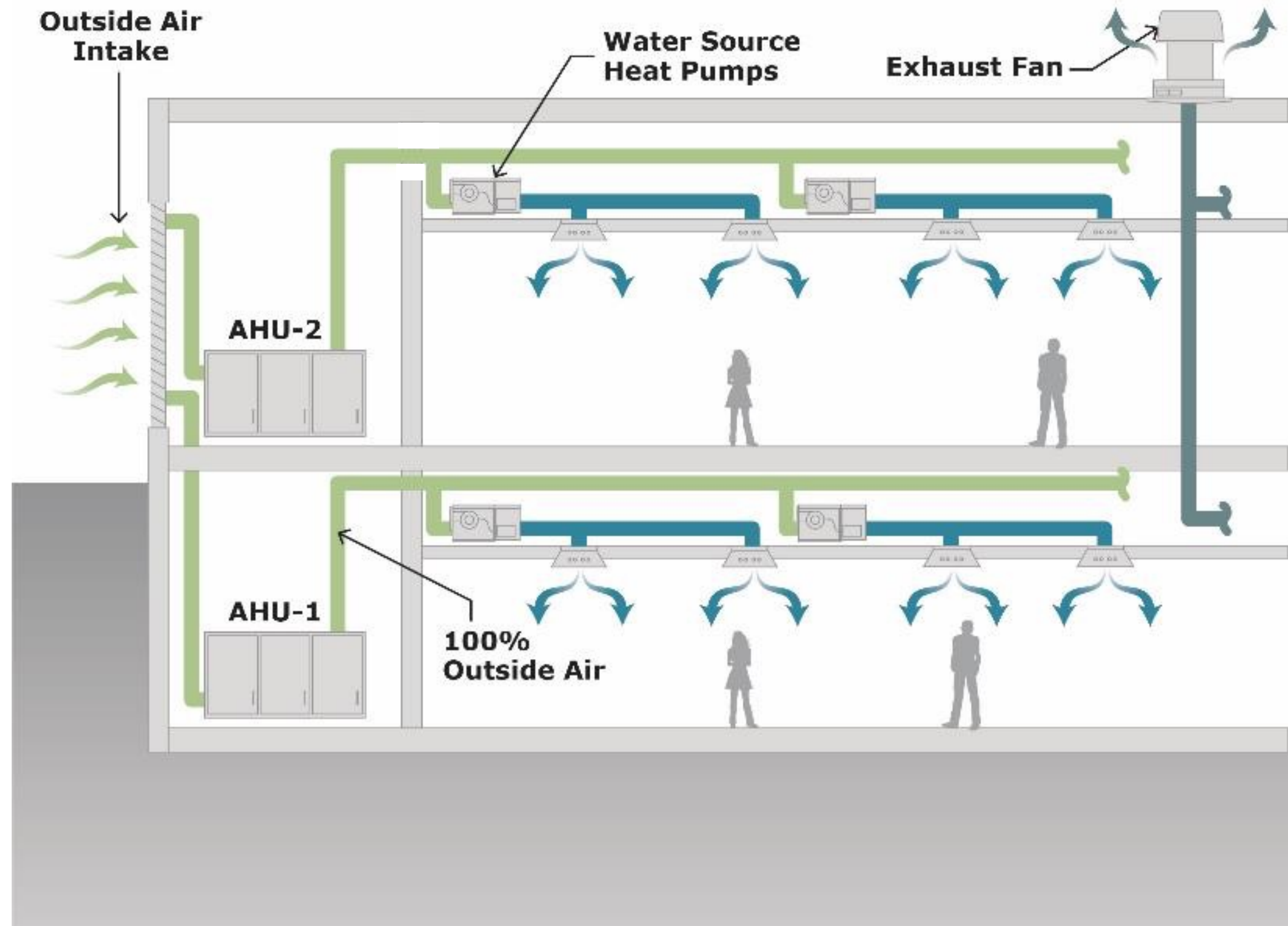
# Existing Ventilation System

### SYSTEM DEFICIENCIES:

- Asbestos found in ductwork.
- All the equipment is near the end of life.

### ENVIRONMENTAL DEFICIENCIES:

- No air-to-air heat recovery, which is required when installing a new system under the current Washington State energy code requirement.







# Replacement of the HVAC System



## MI CITY HALL

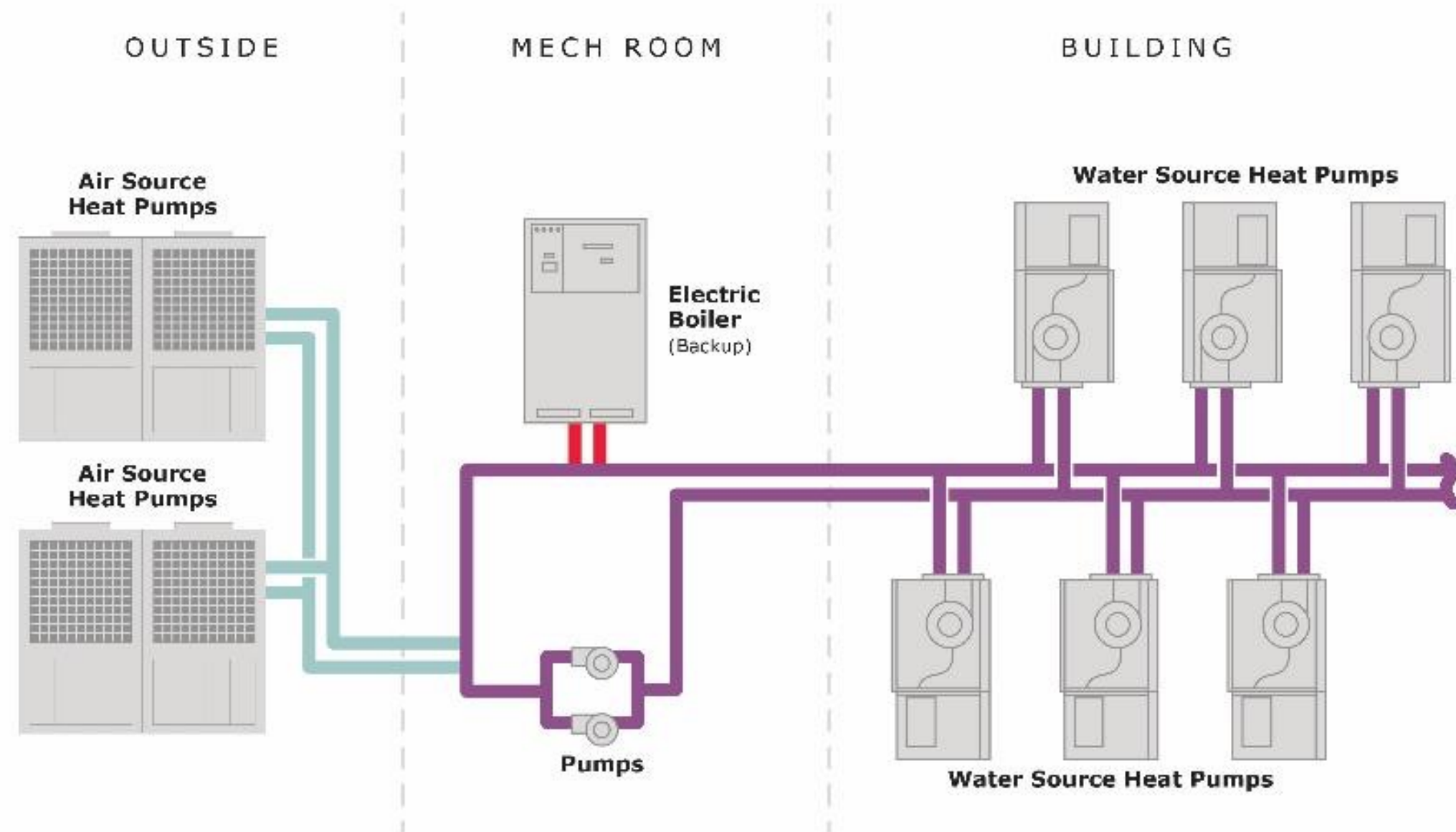
# New HVAC Hydronic System

### SYSTEM IMPROVEMENTS:

- New copper piping condenser water distribution system.
- New high-efficiency and reduced noise water-to-air heat pumps in the building.
- Low maintenance air-source heat pumps (ASHPs) in place of the cooling tower.
- Partial heating and cooling redundancy if one of the ASHPs is down for maintenance.
- Back-up electric boiler for low-cost winter heating redundancy if one ASHP fails.

### ENVIRONMENTAL IMPROVEMENTS:

- Operational Net Zero Carbon HVAC system
- No water used for cooling



### Long-Term Operational Cost Savings:

- Energy utility bills
- Water utility bills
- Maintenance

MI CITY HALL

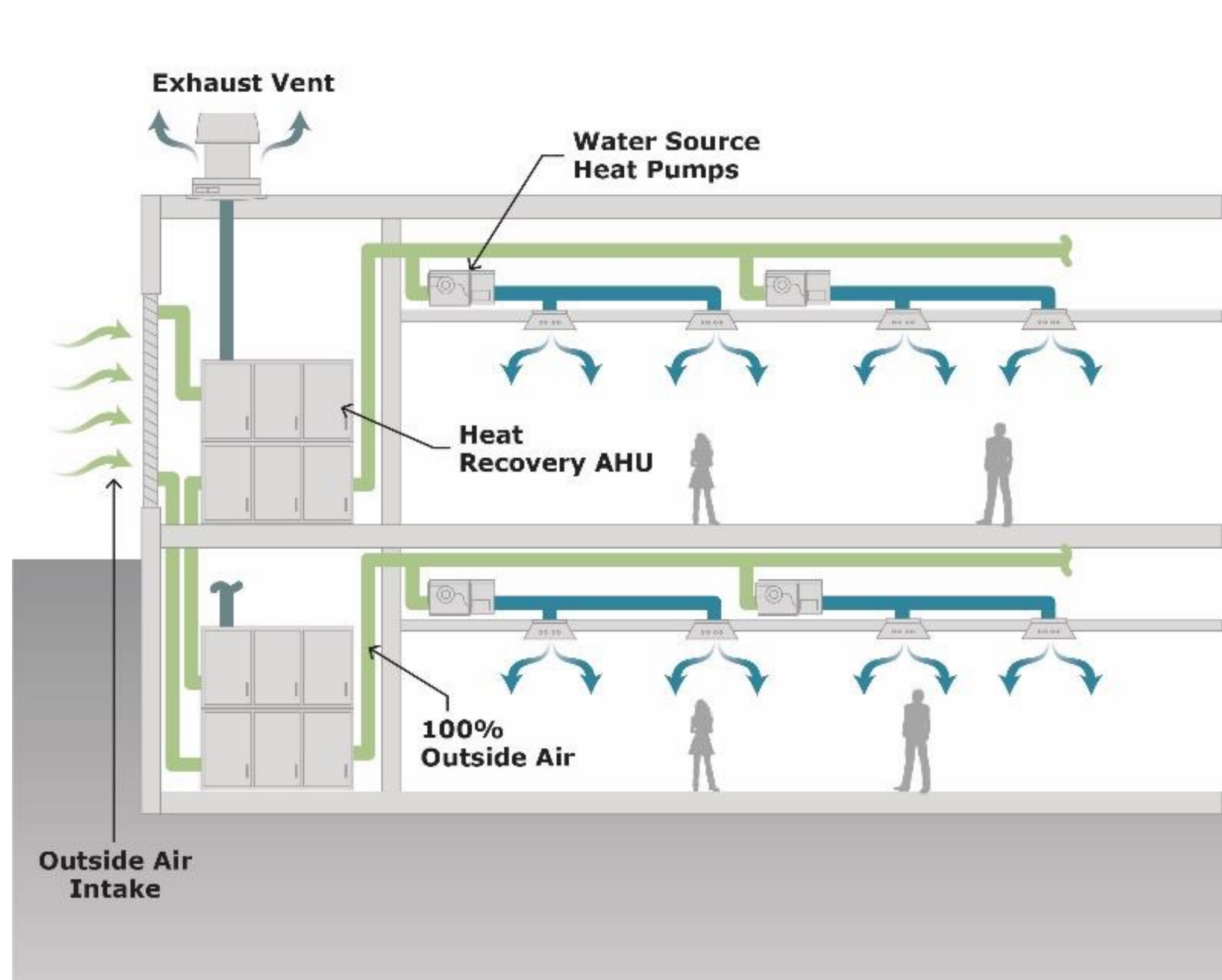
# New HVAC Ventilation System

## SYSTEM IMPROVEMENTS:

- New heat recovery AHUs will provide outside air for the entire building.
- CO<sub>2</sub> sensors and VAV terminals will control the outside air to high-occupancy spaces based on occupancy.

## ENVIRONMENTAL IMPROVEMENTS:

- AHUs with air-to-air heat recovery provide significant energy savings.



# Work related to removal and replacement of HVAC system

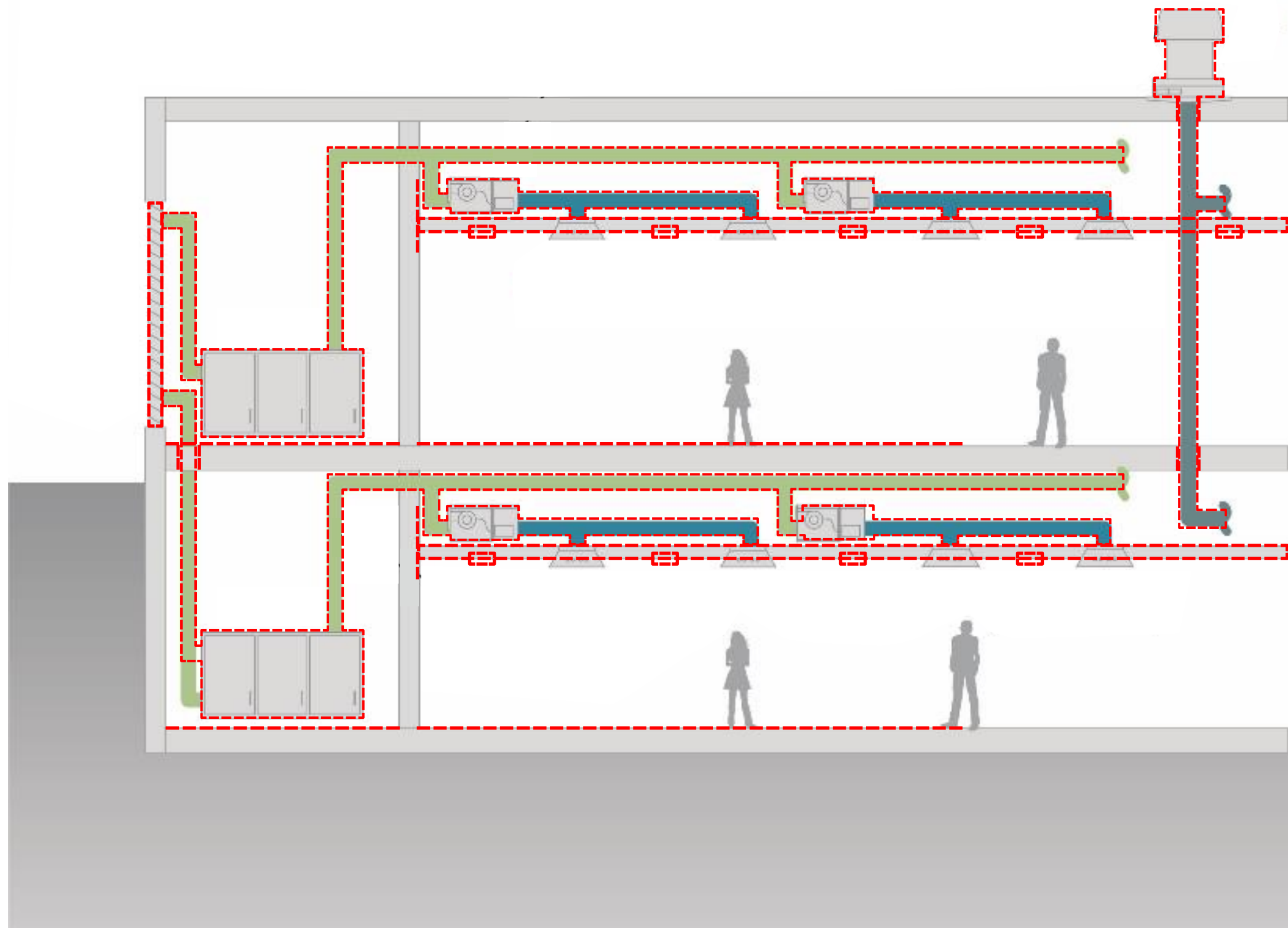
## Demolish and Replace:

- Removal or relocation and storage of FF&E (furniture, fixtures & equipment)
- Ceilings
- Light fixtures and control wiring
- Data/ IT cabling, and devices
- Security cabling and devices
- Fire alarm systems
- Mechanical systems
- Attic insulation
- Partial wall removals at penetrations
- Floor finishes (+/- 75%)

## Additional scopes of work:

- Patch and repair wall finishes
- Repainting
- Interior partition seismic bracing
- Fire protection systems (sprinklers)
- Interior FF&E replacement or relocation from storage
- Additional potential energy code upgrades

Hazardous materials abatement/ remediation allowance included for partial HVAC removals scope only (pending source and extents reporting and abatement plan definition)





## Cost estimate overview

DCW Cost Management prepared a preliminary cost estimate for replacement of existing building-wide HVAC systems, along with related work that is required to undertake the HVAC system replacement scope and return the building to a serviceable condition.

The estimate was developed using existing documents, reports, and prior studies, and is based on building gross square footages multiplied by current regional costs per-square-foot for the scope of work involved. The cost report includes seismic upgrades to non-structural interior partitions and masonry walls, as well as select allowances for asbestos abatement.

The cost report is based on the following notes, assumptions, and inclusions:

- The cost estimate reflects information on-hand at the time of the estimate. Future information or additional findings may alter the required scope of work and preliminary cost estimate.
- The consulting team has not had access to City Hall due to the building's closure for asbestos testing. Preliminary figures should be refined once access becomes available.
- Allowances for hazardous materials abatement do not reflect the potential full scope of work required and should be updated following the development of an abatement scope-of-work.
- The project would be delivered via traditional low-bid procurement with a minimum of four (4) qualified General Contractors to assure competitive pricing.
- The majority of work would be performed during regular business hours.
- Owner's soft costs are not included.
- Escalation is included to Q3 2024.
- Sales tax is excluded.

### Cost Estimator

DCW Cost Management is an independent third-party cost consultancy with offices in Seattle, WA and Portland, OR. DCW is embedded in the regional construction community, and has a proven track record of providing accurate cost planning and cost control services, with cost estimates falling within 3% to 5% of project low bid amounts.

Cost estimate (draft)



Renovation				
	Quantity	Unit	Rate	Total
Program Area	34,737	SF		
Level 1	8,975	SF		
Level 2	25,762	SF		
01 Foundations	34,737	SF		
No work anticipated				NIC
02 Vertical Structure	34,737	SF	15.40	535,108
Existing CFS wall bracing	1,861	LF		
400S200-23	1.27	TN	18,000.00	22,946
600T300-54	2.15	TN	18,000.00	38,690
600S300-54	2.30	TN	18,000.00	41,370
Existing masonry bracing	910	LF		
L4x4x1/4, cont	3.00	TN	18,000.00	54,054
L4x4x1/4, angle	11.26	TN	18,000.00	202,703
Threaded rods	228	EA	86.00	19,608
Strapping, nails and screws (allow)	34,737	SF	0.40	13,895
Misc. plates and connections (allow)	1	LS	40,000.00	40,000
Rough carpentry, allow	34,737	SF	2.50	86,843
Temporary shoring	1	LS	15,000.00	15,000
03 Floor and Roof Structure	34,737	SF		
See "Vertical Structure"				incl. above
04 External Cladding	34,737	SF		
No work anticipated				NIC
05 Roofing and Waterproofing	34,737	SF		
No work anticipated				NIC
06 Interior Partitions	34,737	SF	1.66	57,691
Patch and repair existing as required, allow	18,610	SF	3.10	57,691
07 Interior Finishes	34,737	SF	19.65	682,582
Ceiling finish - ACT	24,316	SF	8.50	206,685
Ceiling finish - painted gyp.	10,421	SF	10.50	109,422
Paint, touch up existing to remain (allow)	34,737	SF	1.50	52,106
Prep floor for new finish	34,737	SF	1.80	62,527
Floor finish - resilient flooring	17,369	SF	8.00	138,948
Floor finish - carpet tile	17,369	SF	6.50	112,895

Renovation				
	Quantity	Unit	Rate	Total
08 Equipment and Specialties	34,737	SF	0.64	22,369
Corner guards, allow	1	LS	5,000.00	5,000
Wayfinding signage, allow	34,737	SF	0.50	17,369
09 Vertical Transportation	34,737	SF		
No work anticipated				NIC
10 Plumbing	34,737	SF		
No work anticipated				NIC
11 HVAC	34,737	SF	72.00	2,501,064
Mechanical systems, allow	34,737	SF	72.00	2,501,064
Heating/cooling system				incl.above
Exhaust system				incl.above
Ductwork incl. insulation				incl.above
Ancillary equipment				incl.above
12 Electrical	34,737	SF	40.60	1,410,322
Distribution - modifications as required, allow	34,737	SF	1.60	55,579
Light fixtures, allow	34,737	SF	19.00	660,003
Lighting controls	34,737	SF	4.50	156,317
Fire alarm systems	34,737	SF	4.50	156,317
Voice/data	34,737	SF	8.50	295,265
Equipment connections	34,737	SF	2.50	86,843
13 Fire Sprinklers	34,737	SF	3.00	104,211
Modifications as required, allow	34,737	SF	3.00	104,211
14 Selective Demolition	34,737	SF	19.85	689,455
Area of protection, allow	34,737	SF	3.10	107,685
Demo - ceiling finish	34,737	SF	2.10	72,948
Demo - attic insulation	25,762	SF	1.75	45,084
Demo - floor finish	34,737	SF	2.25	78,158
Trade demolition - plumbing, not required				NIC
Trade demolition - mechanical, allow	34,737	SF	3.60	125,053
Trade demolition - electrical, allow	34,737	SF	2.50	86,843
Hazardous materials remediation, allow	34,737	SF	5.00	173,685
FF&E relocation - by Owner				NIC

Cost estimate (draft)



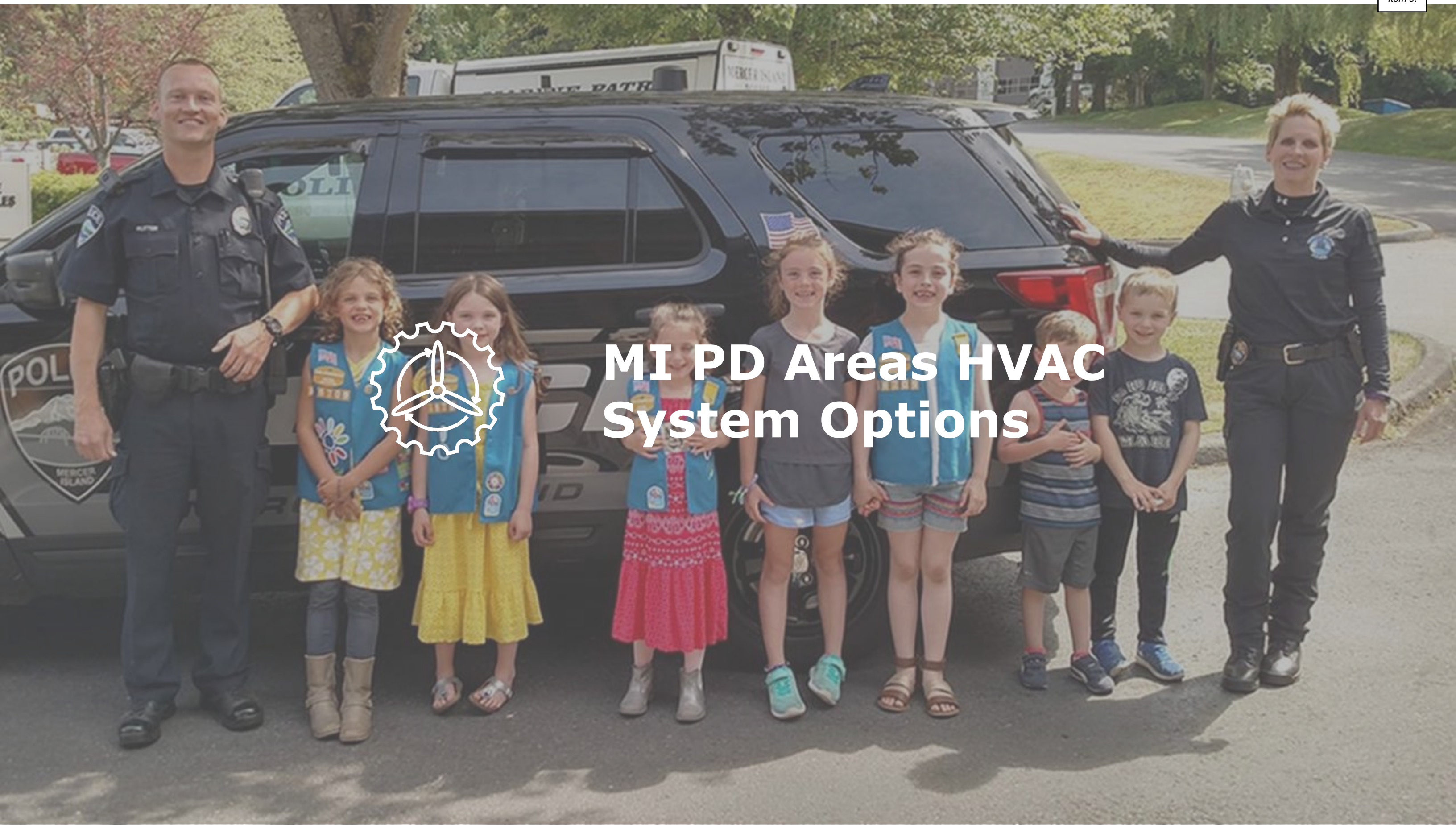
Renovation Summary					
			%	\$/SF	TOTAL
			Gross Area: 34,737 SF		
	Foundations		0%	0.00	0
	Vertical Structure		6%	15.40	535,108
	Floor and Roof Structure		0%	0.00	0
	External Cladding		0%	0.00	0
	Roofing and Waterproofing		0%	0.00	0
1	Shell		6%	15.40	535,108
	Interior Partitions		1%	1.66	57,691
	Interior Finishes		7%	19.65	682,582
2	Interiors		8%	21.31	740,273
	Equipment and Specialties		0%	0.64	22,369
	Vertical Transportation		0%	0.00	0
3	Equipment & Vertical Transportation		0%	0.64	22,369
	Plumbing		0%	0.00	0
	HVAC		27%	72.00	2,501,064
	Electrical		15%	40.60	1,410,322
	Fire Protection		1%	3.00	104,211
4	Mechanical & Electrical		43%	115.60	4,015,597
	Selective Demolition		7%	19.85	689,455
5	Selective Demolition		7%	19.85	689,455
BUILDING CONSTRUCTION			64%	172.81	6,002,802
	General Requirements	7.50%	5%	12.96	450,210
	Design Contingency	15.00%	10%	27.87	967,952
	Construction Contingency	5.00%	4%	10.68	371,048
	General Conditions	7.00%	6%	15.70	545,441
	Liability Insurance	1.00%	1%	2.40	83,375
	Payment & Performance Bonds	1.00%	1%	2.42	84,208
	Overhead & Profit Fee	4.00%	4%	9.79	340,201
CONSTRUCTION COST BEFORE ESCALATION			95%	254.63	8,845,237
	Escalation to Start Date (Q3 2024)	5.30%	5%	13.49	468,463
RECOMMENDED BUDGET			100%	268.12	9,313,700

Recommended hard cost budget: \$ 9,313,700  
WSST + MI (10.10%): \$ 940,683  
Recommended hard cost total: \$ 10,254,366

\*NIC owner soft costs

Estimated Durations:  
Design & Permitting: 6 - 8 months  
Abatement: TBD  
Construction: 6 - 8 months  
Move-in: 1 month  
Estimated Total: 13 - 17 months + abatement





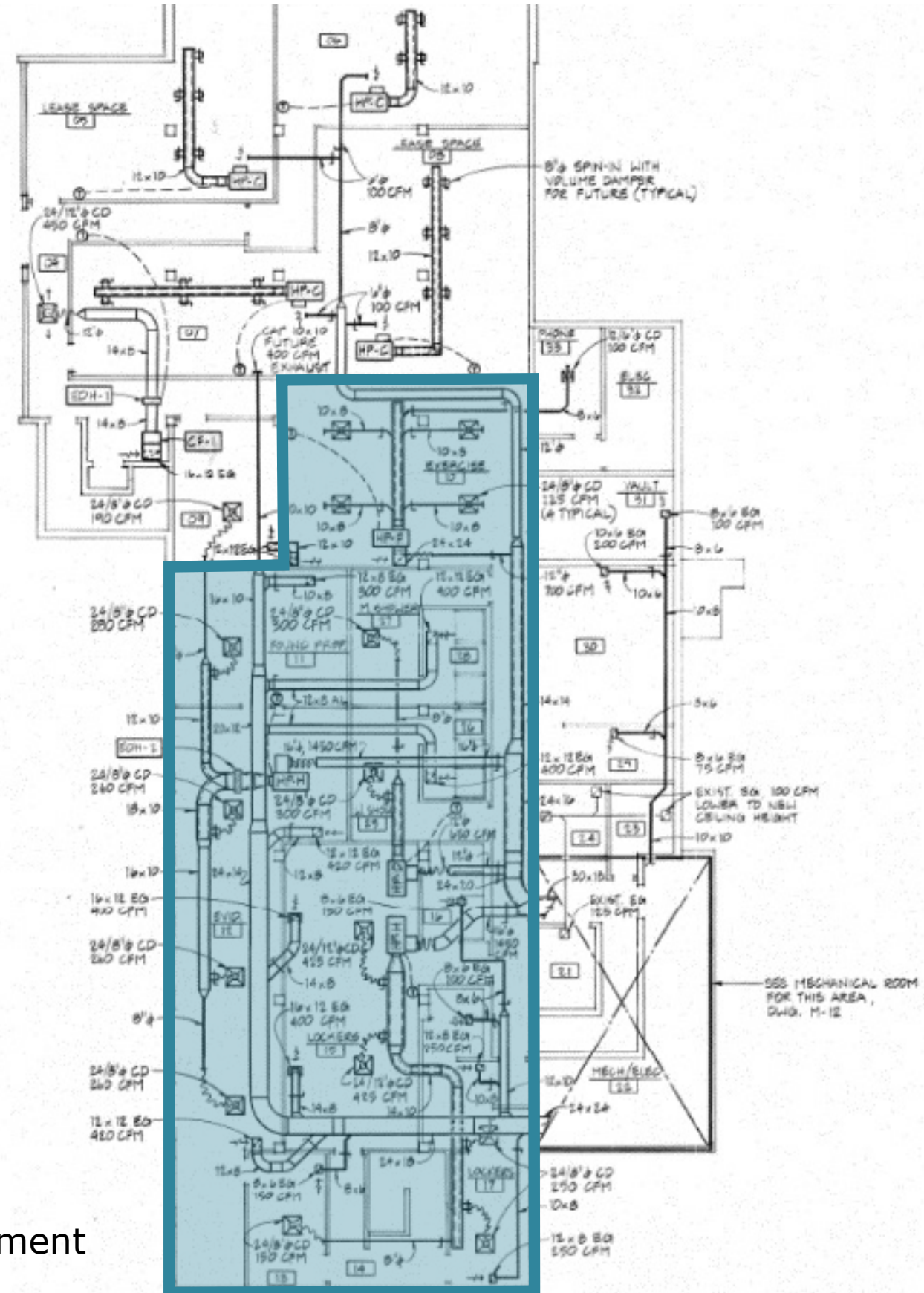


# Police Department HVAC System

We were asked to study a potential solution for the use of the Police Department areas for 5 to 7 years as an alternative to re-occupancy of all of City Hall.

As an initial option, the team looked at partitioning the existing Police Department spaces from the remainder of the building, abating those spaces, removing the existing HVAC system, and installing a contemporary system to serve this occupancy.

Basement





# Police Department HVAC System



MI CITY HALL

# Police Department HVAC System

## FULL REPLACEMENT WITH VRF AND DOAS

### Variable Refrigerant Flow (VRF)

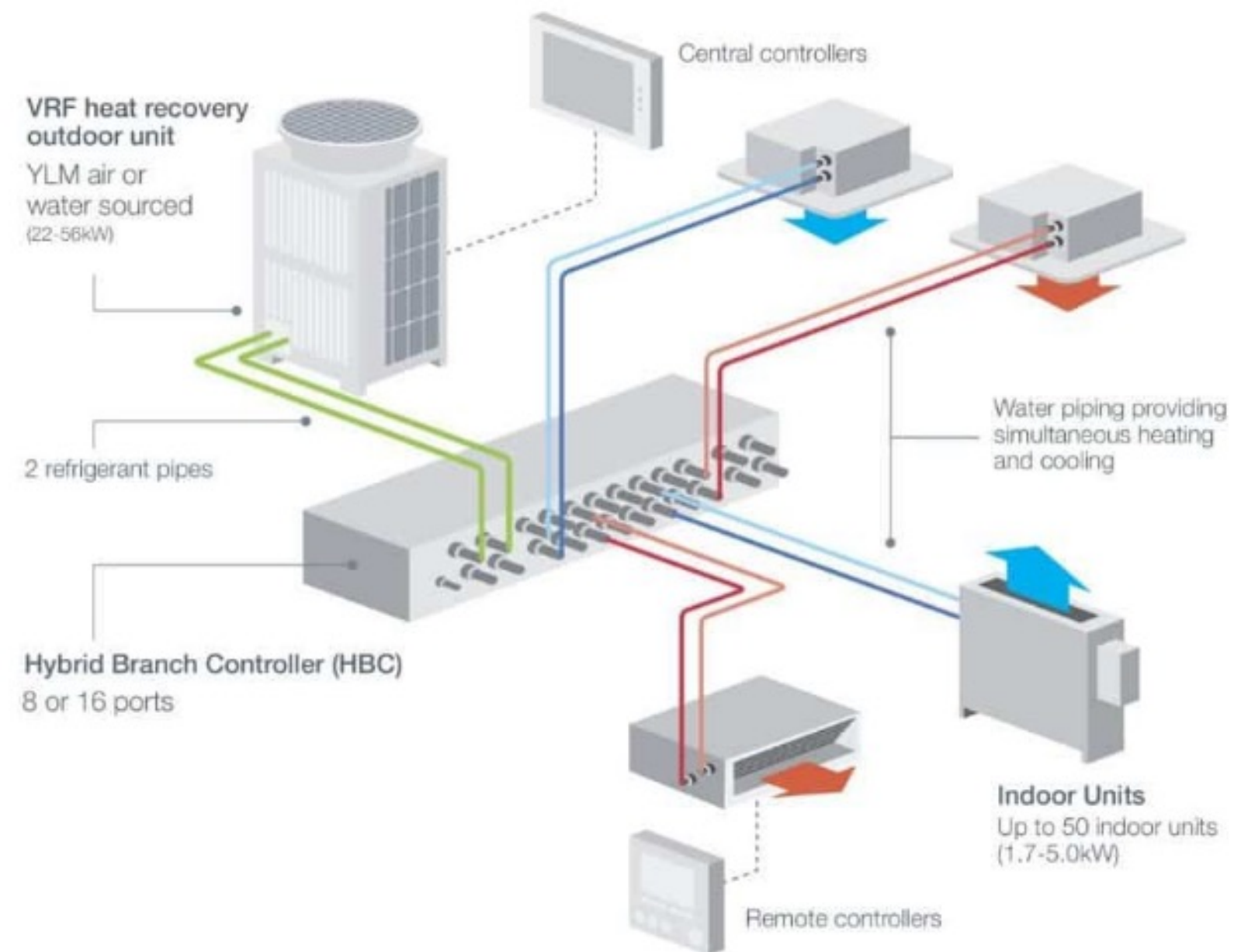
Provide a VRF system with indoor wall and ceiling-mounted cassettes to provide heating and cooling for the space. There would be a new outdoor heat pump located at grade in the location where the existing cooling tower is located. This system comes with it's own control system.

### Outside Air System

Provide either 1 or 2 new heat recovery ventilators (HRVs) for ventilation air with new supply and return ductwork.



Heat Recovery Ventilator (HRV)



VRF System Schematic



# Police Department areas - work related to removal and replacement of HVAC system

Item 9.

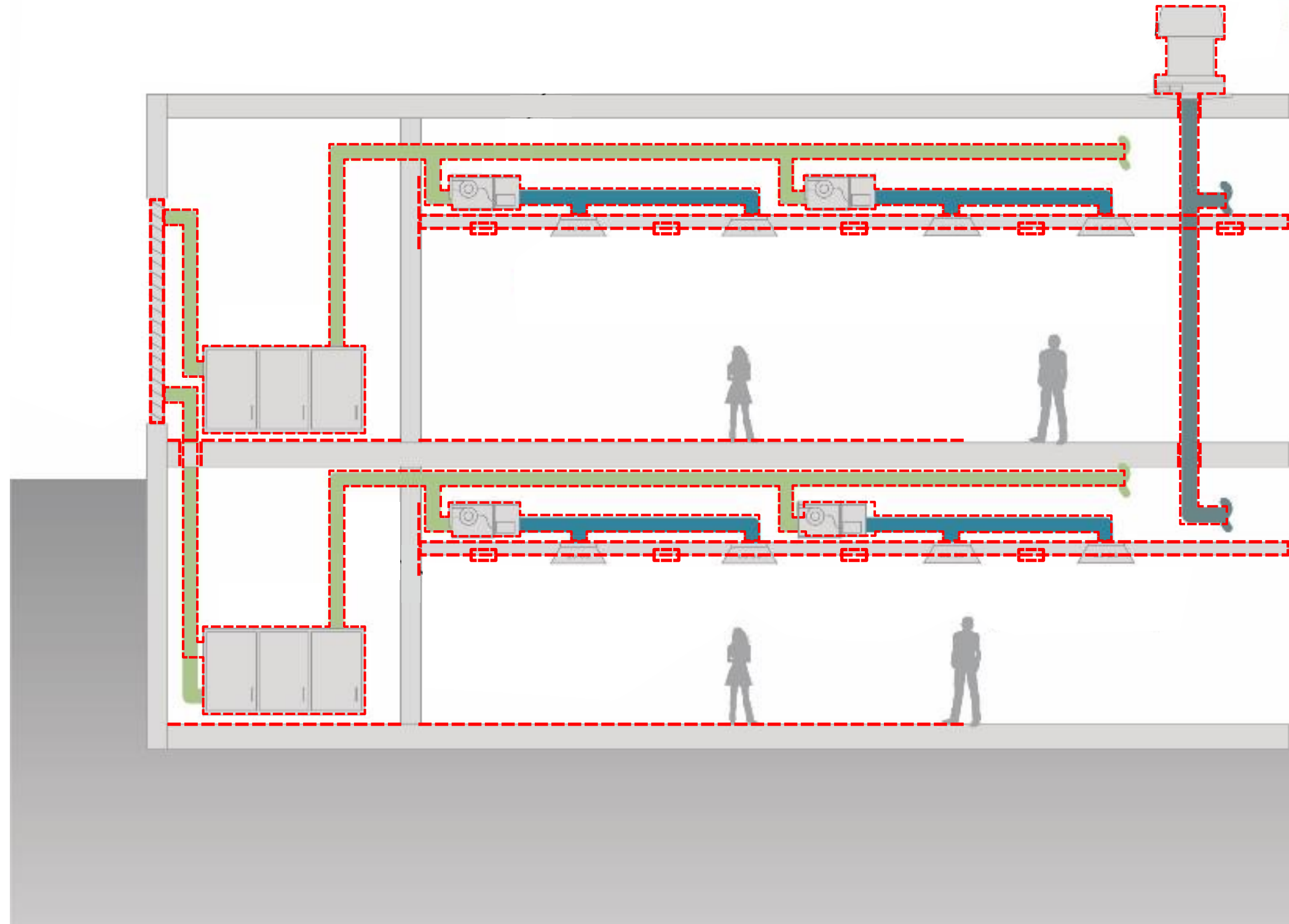
## Demolish and Replace:

- Removal or relocation and storage of FF&E (furniture, fixtures & equipment)
- Ceilings
- Light fixtures and control wiring
- Data/ IT cabling, and devices
- Security cabling and devices
- Fire alarm systems
- Mechanical systems
- Attic insulation
- Partial wall removals at penetrations
- Floor finishes (+/- 75%)

## Additional select scopes:

- Patch and repair wall finishes
- Repainting
- Interior partition seismic bracing
- Fire protection systems (sprinklers)
- Interior FF&E replacement or relocation from storage
- Additional potential energy code upgrades

Hazardous materials abatement/  
remediation allowance included for  
partial HVAC removals scope only  
(pending source and extents reporting  
and abatement plan definition)



Cost estimate

Full building estimate for reference only

Renovation Summary					
			%	\$/SF	TOTAL
			Gross Area: 34,737 SF		
	Foundations		0%	0.00	0
	Vertical Structure		6%	15.40	535,108
	Floor and Roof Structure		0%	0.00	0
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	Roofing and Waterproofing		0%	0.00	0
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	Vertical Transportation		0%	0.00	0
3	Equipment & Vertical Transportation		0%	0.64	22,369
	Plumbing		0%	0.00	0
	HVAC		27%	72.00	2,501,064
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CONSTRUCTION COST BEFORE ESCALATION			95%	254.63	8,845,237
	Escalation to Start Date (Q3 2024)	5.30%	5%	13.49	468,463
RECOMMENDED BUDGET			100%	268.12	9,313,700

40.20% of \$9,311,700 equals \$3,744,107

PD approximate area: 13,971 sf  
Area of total facility: 40.20%

40.20% of full-facility costs:

Recommended hard cost budget: \$ 3,744,107  
WSST + MI (10.10%): \$ 378,154  
Recommended hard cost total: \$ 4,122,261

\*NIC owner soft costs

Estimated Durations:  
Design & Permitting: 6 months  
Abatement: TBD  
Construction: 6 - 8 months  
Move-in: 1 month  
Estimated Total: 13 - 15 months + abatement





# Mercer Island City Hall





# AB 6351 City Hall Closure

Mercer Island City Council | October 3, 2023





# Agenda

- Purpose
- Background
- City Hall Re-Occupancy Scenarios
- Additional Information on City Hall Conditions
- Interim Operating Measures
- Resolution No. 1650

# Purpose

Item 9.

The purpose of this agenda item is to review the circumstances around the City Hall closure and approve **Resolution No. 1650 (Exhibit 1) to cease City operations at Mercer Island City Hall and permanently close the building.**



# Background on City Hall Closure





# Timeline - Discovery

## April 17

- Broken tiles and tile adhesive in the basement Mechanical Room of City Hall were identified as possibly containing asbestos.
- The tiles were discovered by a staff person while inspecting the Mechanical Room and may have been in that condition for some time.
- Same-day tests confirmed that both the tiles and adhesive contained asbestos.
- The Mechanical Room also contains an air handling unit for the City Hall HVAC system.
- City Hall was immediately closed to further investigate.

**Picture:** Broken tiles in Mechanical Room





# Timeline – Early Investigation

## April 18 – April 21

- The asbestos abatement contractor performed an initial building walk through.
- Additional floor tiles on the Main Floor of City Hall also tested positive for asbestos. These tiles are intact, undisturbed, and under carpet tiles, and do not present an immediate hazard. However, they will require abatement in the event of a renovation involving the floor plate in the areas where present.
- **The contractor conducted initial air quality testing throughout the building; there were no positive tests for airborne asbestos.**

**Picture:** Asbestos-containing tiles under carpet floor tiles on first floor of City Hall.

Item 9.



# Timeline – In-Depth Testing

## April 21 – July 7

- The City worked with PBS Engineering and Environmental to develop and perform comprehensive testing protocols.
- Extensive testing was conducted, including **air samples, settled dust, and bulk materials.**
- A thorough investigation of the HVAC system was performed as conditions allowed.
- Other possible sources of asbestos were also evaluated.

## May 15 - 19

- Boiler room flooring materials abated (pictured)

## June 27

- Good Faith Inspection performed.

**Picture:** Basement mechanical room post-abatement.





# Testing and Results

- **No asbestos fibers were identified in any air testing samples.**
- Asbestos detected in 11 **settled dust samples** from 10 locations, including inside the HVAC system.
- **Bulk testing** identified asbestos in two HVAC system filters and one sample of flooring.
- **Good Faith Survey** of other potential asbestos containing materials in the building was positive for asbestos including undisturbed floor tiles, window putty, and 31 fire doors.

**Picture:** Air sampling performed in City Hall kitchen.



# Findings

- **It is unlikely that the basement floor tiles are the sole source of the asbestos found in the HVAC system.** However, additional sources of asbestos have not been identified.
- It is possible that the asbestos contamination within the HVAC system occurred prior to City ownership or during a renovation project in the late 1980s - early 1990s.
- Significant destructive investigation (e.g. full removal of the City Hall ceiling) is required to fully confirm conditions.
- **Requirements to abate and re-occupy the building are anticipated to be costly and extensive** and will be further detailed in the second part of the presentation.



# Re-Occupancy Scenarios





# Preliminary Re-Occupancy Cost Estimates

- Northwest Studio, the City's architect team, prepared preliminary cost estimates for two scenarios for re-occupancy of City Hall.
- The **first scenario** was a full re-occupancy of City Hall.
- The **second scenario** was investigating the possibility of temporarily re-occupying the Police Department area of the City Hall building.

# Scenario 1: Re-Occupy City Hall

- Requires abatement of the floor tiles in the basement mechanical room (already complete), replacement of the HVAC hydronic and ventilation system, and the replacement of various building infrastructure required associated with the HVAC system (ceilings, light fixtures, cabling, etc.).
- Preliminary cost estimate is \$10 million with an estimated timeline of nearly two years to complete the work.
- This cost estimate does not include abatement costs or soft costs such as design, engineering, and project management costs.

## Scenario 2: Re-Occupy Police Department

- Partitioning the existing Police Department spaces from the remainder of the building, abating those spaces, removing the existing HVAC system, and installing a contemporary system to serve this occupancy.
- 5 to 7 years while longer-term options were investigated
- Preliminary cost estimate is \$4 million with an estimated timeline of 12-18 months to complete the work.
- This cost estimate does not include abatement costs or softs costs such as design, engineering, and project management costs.

# Additional Information on City Hall Conditions



# City Hall Preliminary Conditions Assessment

- **The City began long-range facility planning work earlier this year, including performing facilities conditions assessments. There are other matters of concern related to the long-term use of the City Hall building.**
- The City Hall building is at (or beyond) its expected lifespan. The building was originally constructed in 1957 and was last renovated in 1988.
- City Hall does not meet current new construction energy or building code requirements, and **multiple building systems are failing** or need to be substantially replaced.
- **Almost all interior walls have been identified as lacking lateral bracing and, unless reinforced, are at risk of failure in the event of seismic activity.**
- Some of these walls are constructed with concrete-filled CMU (concrete masonry units/cinderblocks) and they are at risk of collapse during a seismic event, potentially rendering the building inoperable.



## Why close City Hall?

- Age and condition of City Hall mean **there is not a high return on investment for significant cost of abating and re-occupying the building.**
- City Manager recommendation is to permanently close City Hall and focus on identifying a long-term solution for replacement.



# Interim Operating Measures



# How do you Access City services?

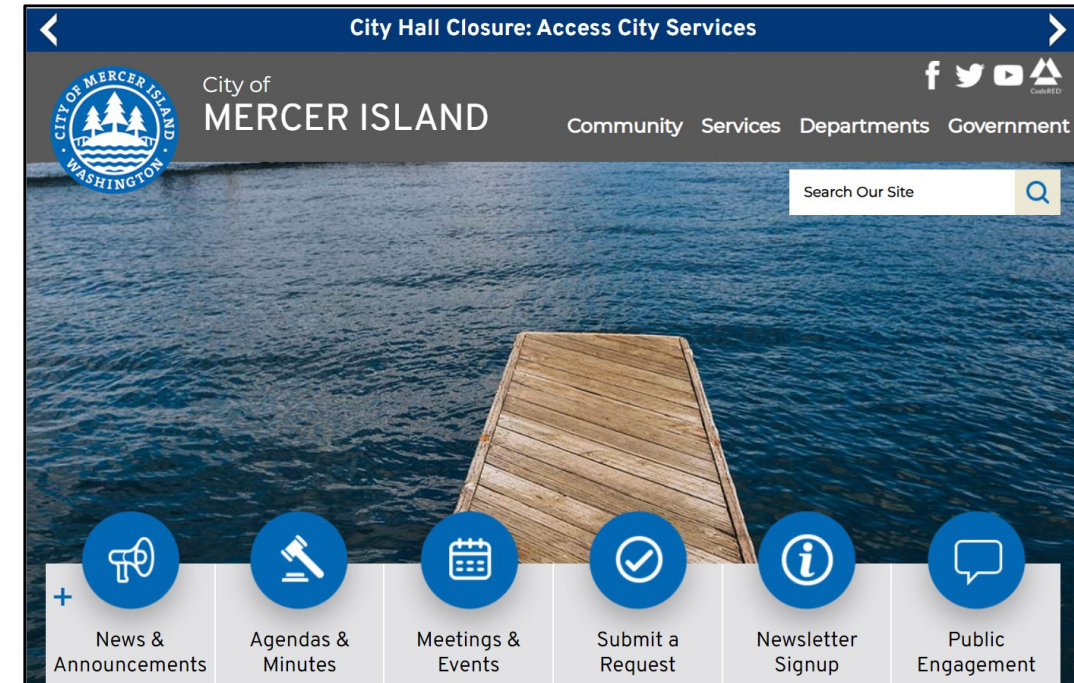
Item 9.

**Customer Service Team**  
**(206) 275-7600**

**[CustomerService@mercerisland.gov](mailto:CustomerService@mercerisland.gov)**

(staffed Mon-Fri 8:30a-5:00p, except holidays)

- For the quickest and fastest service, community members should contact the City of Mercer Island Customer Service Team.
- The City's Customer Service Team can help answer your questions about services, such as service requests, pet licensing, business licenses, or parking permits during the closure of City Hall.
- The Customer Service Team can also assist you in getting connected to other City department teams as needed.





# Let's Talk Page

- A Let's Talk Page has been created with additional information, including:
  - Additional detail on the asbestos testing process and results
  - Additional detail on the analyzed cost estimates of re-occupancy of City Hall
  - Short-term steps on temporary facilities for City services
  - Continuous updates on long-term planning for City facilities
  - Frequently Asked Questions
  - [www.letstalk.mercergov.org](http://www.letstalk.mercergov.org)

## Long-Range Facility Planning/City Hall Closure



# Where are Staff Working?

- The displacement of staff from City Hall has been challenging for City teams across all departments and workgroups. We understand it has also impacted the community.
- **The top priority is to ensure continuity of public services.**
- Approximately 80% of City staff are working in-person on Mercer Island each day, including police, fire, municipal court, parks and recreation, public works engineers, youth and family services, and maintenance employees.
- The remaining staff are working from a combination of home offices and in shared/rotating office spaces and holding meetings at the Community Center or at other locations.
  - Some modified/shared workspaces have been made available in the Luther Burbank Administrative building, the maintenance building, and the Community Center.
- **Our primary focus is on relocating and stabilizing the Municipal Court and Police Department and to stand up a functional space for City Council meetings.**

# Municipal Court Relocation

- The Mercer Island Municipal Court (includes Newcastle Municipal Court) has been holding court proceedings at the Kirkland Justice Center since June. Municipal Court staff are working from a conference room at Fire Station 91 on non-court days, which is less than ideal.
- There is not enough capacity at the Kirkland facility to house our staff and our files, so we have been looking for an alternate location to address court needs.
- After an exhaustive search for temporary leased space, the City Manager is recommending **leasing Newcastle Council Chambers for court proceedings and available office space in the Newcastle City Hall building for court staff offices.**
- This item will likely come to the City Council for consideration on October 17, 2023.

# Police Relocation

- Staff are in the process of implementing a plan to place temporary modular facilities in the City Hall parking lot for short-term support of police operations.
- Police teams have also been working out of the Community Center and the Luther Burbank Administration Building.
- Staff are analyzing medium-term options to meet Police facility needs until a long-term solution to replace City Hall is identified.
- Staff will brief City Council on the work to re-house the Police Department at a future City Council meeting.



# Council Chambers Relocation

- On September 19, 2023 the City Council appropriated funds to upgrade the Slater Room at the Mercer Island Community and Event Center to host City Council meetings and other public meetings, including board and commission meetings.
- Work is underway on audio-visual upgrades and equipment procurement to host City Council meetings.
- Anticipated completion is the end of October, with the goal of hosting the November 7, 2023 City Council meeting at this location.

# City Hall Temporary Storefront/Other Offices

- **The top priority is continuity of public services.**
- **Our primary focus is on relocating and stabilizing the Municipal Court and Police Department and to stand up a functional space for City Council meetings.**
- Once the high priority work relocation items are addressed, we may wish to consider standing up a “storefront” for City Hall to meet day-to-day customer service needs.
- We will also need to evaluate temporary office space for the rest of the workforce.

# Next Steps

- Staff and consulting teams continue to work on the logistics of preparing City Hall for permanent closure, including planning for the storage of furniture, equipment, and supplies, managing paper records, discarding unneeded items, and retrieving personal items.
  - The HVAC system at City Hall, for example, has been inactive since mid-May and cannot be operated safely.
  - Since the building doesn't have a functional heating system, water service at City Hall has been shut off and the plumbing system drained to help avoid potential frozen pipes.
- Long-term planning work related to the replacement of City Hall is underway. Discussions with the City Council and the community are anticipated in 2024.

Resolution No. 1650  
Permanent Closure of  
Mercer Island City Hall



# Resolution No. 1650

- Resolution No. 1650 (Exhibit 1) directs the permanent closure of the Mercer Island City Hall building until a future decision is made by the City Council on its use or disposition.
- This is a significant decision, which if taken will redirect City resources and lead to actions that would be costly to reverse.
- Important to formalize and memorialize this decision.

## Recommended Action

- Approve Resolution No. 1650, directing the permanent closure of the Mercer Island City Hall building.





# 2023 PLANNING SCHEDULE

Item 10.

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.

OCTOBER 17, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		10/6	10/9	10/9	10/10	10/10
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
60	AB 6353: Water System Reliability Action Plan Check-In with Confluence Engineering			Jason Kintner/Alaine Sommargren/Allen Hunter		
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB 6343: October 6, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB 6352: Luther Burbank Park Aquatic Lands Lease			Jason Kintner/Paul West		
--	AB 6355: Ratification of King County Ordinance No. 19660 – an Amendment to the 2021 King County Countywide Planning Policies (CPPS)			Jeff Thomas/Alison Van Gorp		
--	AB 6356: Lease for Telecommunications Facilities at Island Crest Park			Bio Park/Alaine Sommargren		
PUBLIC HEARING						
15	AB 6350: Public Hearing: Stormwater Management Program Amendments (First Reading Ord. No. 23C-14)			Jason Kintner/Brian Hartvigson		
REGULAR BUSINESS						
30	AB 6357: Fiscal Year 2023 and 2024 Revenue Forecast			Matt Mornick		
30	AB 6358: King County Solid Waste Rate Restructure			Jason Kintner		
60	AB 6359: Town Center Parking Study Discussion			Jason Kintner/Ed Holmes/Mike Seifert/Sarah Blugas		
30	AB 6360: Review Draft 2024 Legislative Session Strategy			Jessi Bon		
EXECUTIVE SESSION						

NOVEMBER 7, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		10/27	10/30	10/30	10/31	10/31
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: Stormwater Management Program Amendments (Second Reading Ord. No. 23C-14)			Jason Kintner/Brian Hartvigson		
--	AB xxxx: October 20, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		

--	AB xxxx: Shop Small Month Proclamation No. xxx	Jeff Thomas/Deb Estrada	Item 10.
<b>REGULAR BUSINESS</b>			
15	AB xxxx: Declaration of Intent for Reimbursement Resolution No. xxxx	Matt Mornick	
30	AB xxxx: Placeholder – 2023-2024 Mid-Biennial Budget Workshop	Matt Mornick	
<b>EXECUTIVE SESSION</b>			

NOVEMBER 21, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		11/9	11/13	11/13	11/14	11/14
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
45	AB xxxx: 2024 Comprehensive Plan Periodic Update, Housing Element – HB 1220 Implementation			Jeff Thomas/Adam Zach		
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: November 3, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Adoption of Town Center Parking Study [Placeholder]			Patrick Yamashita/Ed Holmes/Mike Seifert/Sarah Bluvus/Jason Kintner		
--	AB 6332: 2022 Water System Imp. (Madrona Crest East) Project Closeout			Jason Kintner /Clint Morris/George Fletcher		
--	AB xxxx: Basin 40 Cured-In-Place-Pipe (CIPP) Sewer Lining, Phase 1 Closeout			Jason Kintner/Clint Morris/Chris Marks		
REGULAR BUSINESS						
45	AB xxxx: Mid-Biennial Budget Public Hearing; Q3 2023 Financial Status Update; 2024 Property Tax Ordinances; and NORCOM Rate Resolutions.			Matt Mornick		
30	AB 6343: Opioid Settlement Funds Use Recommendation			Ali Spietz/Derek Franklin		
30	AB xxxx: Approve 2024 Legislative Priorities			Jessi Bon		
45	AB xxxx: Review Findings from Maintenance Building Facility Conditions Assessment			Jessi Bon/Jason Kintner/Jaime Page		
EXECUTIVE SESSION						

DECEMBER 5, 2023		DD	FN	CA	Clerk	CM
ABSENCES:		11/22	11/27	11/27	11/28	11/28
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: November 17, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		

--	AB xxxx: 2024 Comprehensive Plan Periodic Update, Housing Element – Affordable Housing Target and Policy Direction	Jeff Thomas/Adam Zach	Item 10.
--	AB 6333: Sunset Hwy/77th Ave SE Improvements Project Closeout	Jason Kintner /Clint Morris	
--	AB xxxx: Luther Burbank Boiler Building Imp. Phase 1 Bid Award	Jason Kintner/Clint Morris/Paul West/Sarah Bluvas	
<b>REGULAR BUSINESS</b>			
30	AB xxxx: 2024 Docket of Proposed Comprehensive Plan and Development Code Amendments (Resolution No. XXXX)	Jeff Thomas/Alison Van Gorp	
30	AB xxxx: 2023-2024 Mid-Biennial Budget Amendments	Matt Mornick	
15	AB xxxx: 2024 Master Fee Schedule and Utility Rate Resolutions	Ali Spietz	
<b>EXECUTIVE SESSION</b>			

DECEMBER 19, 2023 (POTENTIALLY CANCELED)		DD	FN	CA	Clerk	CM
ABSENCES:		12/8	12/11	12/11	12/12	12/12
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
REGULAR BUSINESS						
EXECUTIVE SESSION						

## 2024 PLANNING SCHEDULE

JANUARY 2, 2024		DD	FN	CA	Clerk	CM
ABSENCES:		12/13	12/14	12/14	12/15	12/15
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
15	AB xxxx: Councilmember Oath of Office and Mayor and Deputy Mayor Elections			Ali Spietz/Andrea Larson		
CONSENT AGENDA						
--	AB xxxx: December 1, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		

--	AB xxxx: December 15, 2023 Payroll Certification	Ali Spietz/Nicole Vannatter	Item 10.
REGULAR BUSINESS			
45	AB 6294: Geographic Information Systems (GIS) Products Demo	Ali Spietz/Leah Llamas	
EXECUTIVE SESSION			

JANUARY 16, 2024		DD	FN	CA	Clerk	CM
ABSENCES:		1/5	1/8	1/8	1/9	1/9
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: December 29, 2023 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Lincoln Landing Watercourse Improvements Project Closeout			Jason Kintner/Clint Morris/Paul West		
REGULAR BUSINESS						
EXECUTIVE SESSION						

FEBRUARY 6, 2024				DD	FN	CA	Clerk	CM
ABSENCES:				1/26	1/29	1/29	1/30	1/30
ITEM TYPE   TIME   TOPIC						STAFF		
STUDY SESSION								

FEBRUARY 20, 2024 ABSENCES:			DD 2/9	FN 2/12	CA 2/12	Clerk 2/13	CM 2/13
ITEM TYPE   TIME   TOPIC					STAFF		
STUDY SESSION							
SPECIAL BUSINESS							
CONSENT AGENDA							
--	AB xxxx: Rare Disease Day Proclamation No. xxx				Mayor /Andrea Larson		
--	AB xxxx: Basin 61 Sewer Upsizing Bid Award				Jason Kintner/Clint Morris/Chris Marks		
REGULAR BUSINESS							
EXECUTIVE SESSION							

MARCH 5, 2024			DD	FN	CA	Clerk	CM
ABSENCES:			2/23	2/26	2/26	2/27	2/27
ITEM TYPE   TIME   TOPIC					STAFF		

<b>STUDY SESSION</b>			Item 10.
<b>SPECIAL BUSINESS</b>			
<b>CONSENT AGENDA</b>			
	AB xxxx Open Space Conservancy Trust 2022 Annual Report to City Council and 2023 Work Plan	Jason Kintner/Alaine Sommargren/Sam Harb	
<b>REGULAR BUSINESS</b>			
60	Hold: AB xxxx: Review Findings from Facility Conditions Assessments	Jessi Bon/Jason Kintner/Jaime Page	
<b>EXECUTIVE SESSION</b>			

MARCH 19, 2024		DD	FN	CA	Clerk	CM
ABSENCES:		2/8	2/11	2/11	2/12	2/12
ITEM TYPE   TIME   TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
REGULAR BUSINESS						
30	Financial Management Software Implementation Update			Matt Mornick/Gracie Liu		
EXECUTIVE SESSION						