



# CITY OF MERCER ISLAND

## CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, January 20, 2026 at 5:00 PM

### MERCER ISLAND CITY COUNCIL:

Mayor David Rosenbaum, Deputy Mayor Daniel Becker  
Councilmembers Lisa, Anderl, Julie Hsieh,  
Craig Reynolds, Wendy Weiker, and Ted Weinberg

### LOCATION & CONTACT:

MICEC – Slater Room Council Chambers 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 live streamed on the City Council's [YouTube Channel](#).

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. Each speaker will be allowed to speak for three (3) minutes. A timer will be visible to online speakers, City Council, and meeting participants.

Written comments may be sent to the City Council at [council@mercerisland.gov](mailto:council@mercerisland.gov).

Join the meeting at 5:00 PM (Appearances will start sometime after 5:00 PM) by:

- **Telephone:** Call 253.215.8782 and enter Webinar ID 860 7518 7729 and Password 730224
- **Zoom:** Click this [link](#) (Webinar ID 860 7518 7729; Password 730224)
- **In Person:** Mercer Island Community & Event Center – Slater Room Council Chambers (8236 SE 24th Street, Mercer Island, WA 98040)

### MEETING AGENDA – AMENDED

#### CALL TO ORDER & ROLL CALL, 5:00 PM

#### PLEDGE OF ALLEGIANCE

#### AGENDA APPROVAL

#### SPECIAL BUSINESS

##### 1. AB 6845: Mercer Island Municipal Court

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

#### CITY MANAGER REPORT

#### APPEARANCES

(This is the opportunity for anyone to speak to the City Council on any item, except items before the City Council requiring a public hearing, any quasi-judicial matters, or campaign-related matters)

#### CONSENT AGENDA

##### 2. AB 6846: January 9, 2026 Payroll Certification

**Recommended Action:** Approve the January 9, 2026 Payroll Certification in the amount of \$1,014,146.81 and authorize the Mayor to sign the certification on behalf of the entire City Council.

**3. City Council Regular Hybrid Meeting Minutes of January 6, 2026**

**Recommended Action:** Approve the City Council Regular Hybrid Meeting Minutes of January 6, 2026.

**4. AB 6847: Certification for Claims Paid December 16, 2025 through December 31, 2025**

**Recommended Action:** Approve the December 16, 2025 through December 31, 2025 Accounts Payable Certification of Claims in the amount of \$990,777.75 and authorize the Mayor to sign the certification on behalf of the City Council.

**5. AB 6837: Water Supply Pipeline – Phase 2 Design Contract Approval**

**Recommended Action:** Approve the Phase 2 design contract with RH2 Engineering, Inc., a Washington-based corporation, for an amount not to exceed \$794,000 for the Water Supply Pipeline Replacement Project and authorize the City Manager to execute the contract.

**6. AB 6848: Approve Stormwater Capacity Grant Budget**

**Recommended Action:** Authorize the City Manager to accept the Department of Ecology 2025-2027 Biennial Stormwater Capacity Grant and appropriate \$120,000 to the stormwater maintenance operation budget.

**7. AB 6850: Facilities Planning Appropriation Request – *Added 1/16/2026***

**Recommended Action:** Transfer \$587,594 of available Street Fund resources to the Capital Improvement Fund and appropriate this amount to support facility planning, including initial planning work required for occupancy of the newly acquired 9655 Building.

**REGULAR BUSINESS**

**8. AB 6849: 2026-2027 City Council Liaison Assignments – *Exhibit 1 added 1/20/2026***

**Recommended Action:** No action necessary.

**9. AB 6839: 2027-2028 Budget Planning Overview – *Added 1/16/2026***

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

**OTHER BUSINESS**

**10. Planning Schedule**

**11. Councilmember Absences & Reports**

**EXECUTIVE SESSION - Approximately 60 Minutes**

**12. Pending or Potential Litigation**

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

**ADJOURNMENT**



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6845  
January 20, 2026  
Special Business

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6845: Mercer Island Municipal Court	<input checked="" type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Receive report. No action necessary.	<input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Municipal Court
<b>STAFF:</b>	Judge Jeff Gregory
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. State of the Court Presentation
<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 provide the City Council with a State of the Court report for the Mercer Island Municipal Court from July 2024 through December 2025 (Exhibit 1).

### ISSUE/DISCUSSION

Under Washington State law, Municipal Courts may only consider and have exclusive jurisdiction over non-criminal traffic citations, as well as misdemeanor and gross misdemeanor crimes that occur within its city's boundary.

Since its formation in 2005, the Mercer Island Municipal Court has heard misdemeanor, parking, and traffic cases for the cities of Mercer Island and Newcastle. On Tuesday evening, Judge Gregory will provide the City Council with an update on the Court and its activities for the past 18 months (Exhibit 1).

### RECOMMENDED ACTION

Receive report. No action necessary.



CITY OF MERCER ISLAND MUNICIPAL COURT

# State of the Court

January 20, 2026



# Our Team

- Cheryl Lucero - Court Administrator
- Pauline Lee - Court Clerk
- Sabina Chang - Court Clerk
- Zack Gallimore and Mike McGuire Court Security
- Jeff M. Gregory - Presiding Judge





# Mercer Island Municipal Court's Emphasis

The undeterred *Administration of JUSTICE*

- Accountability
- Transparency
- Reliability





# Continued Home of the Court...

- Newcastle City Hall
- Clerk's office is in Suite 301 on the 3<sup>rd</sup> floor of City Hall
- Court is held in Newcastle City Council's chambers





# Impact of City Hall Closure...

- Clerk's Office and Courtroom
- Off island hearings and court clerk's office business for MI residents.
- Courtroom not designed as one
  - Issues with technology, flow, procedure and other logistics
- Lack of Zoom options
- Security considerations/work arounds
- Travel time for def/vts/wits/ofc/staff
- In-Custody Remote Hearings
- Jury trials/evidentiary hearing logistics

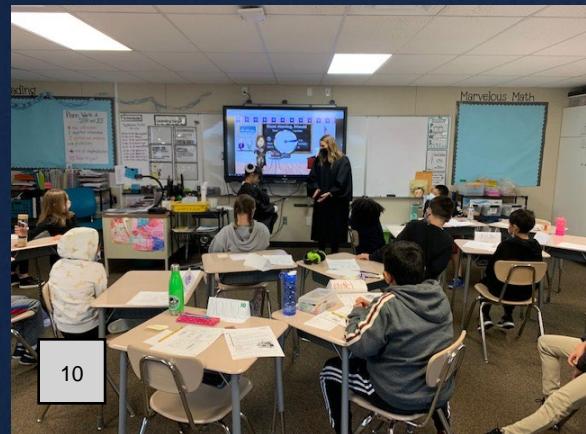
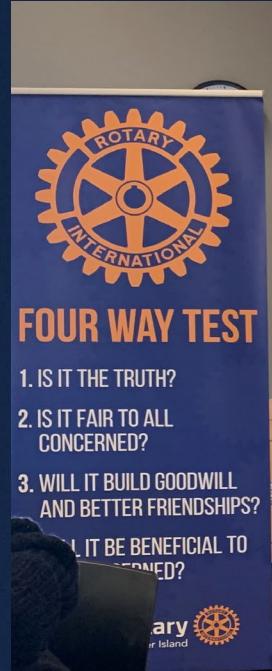


# Technology update...

- Staff Telework Opportunities
- Electronic file conversion and repository
- Virtual Court Access for off court day in-custody hearings
- Department of Corrections Virtual Appearances
- **SILL THE BIG ONE: Now scheduled for Go Live on [June 7, 2027](#)**
  - Washington's statewide new CASE MANAGEMENT SYSTEM (CMS)
    - Rolling out now – designated stages by location across the state
    - Training now for jurisdictions that will get the roll out
    - Follow up training and constant tech support after roll out.
    - Specifics:
      - Unified
      - Windows vs. DOS base system
      - Information sharing
      - More immediate data entry/access
      - Includes: File management, calendaring tools, E-Filing, probation, LFO impute/tracking, etc....



# Community Connections



AB 6845 | Exhibit 1 | Page 8

- Judicial Community
  - District & Municipal Court Judges Association
  - Municipal Judges Breakout Room
  - Current instructor on Judicial Independence for the Washington State Judicial College
- Mock Trials
- Day in Court Curriculum
- Judges in the Classroom
- Interviews/expose for MIHS Radio KMIH 88.9 the Bridge and the MIHS school newspaper
- Weddings
- Mercer Island Rotary
- MI Troop 647 Eagle Project
- Mock expert testimony at the NW Fire investigator conference





# Staying Ahead of the Curve

- Policies to address the new public defense standards going forward
- Continued education, research and understanding on responding to the mental health crisis
- Increasing the services and support for Domestic Violence victims
- Increased access to jail alternatives when and where appropriate
- Implement procedural justice initiatives
  - i.e. Search Warrants, In-custody zoom hgs, infractions, motions, jury trials, WA AOC CMS!
  - Efficacy of justice
  - Accuracy of procedure applications
  - Increase in the value of the Court to the public
  - Side benefit – responsible costs consideration



# Closing comments...

- Excited with the progress made by the Court with the help of so many parts of this City....AND in the face of many obstacles
- As always, I encourage this City Council to stay in touch and visit the temporary municipal court location.
- Thank you for your time.
- Questions/comments?





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6846  
January 20, 2026  
Consent Agenda

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6846: January 9, 2026 Payroll Certification	<input type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Approve the January 9, 2026 Payroll Certification in the amount of \$1,014,146.81.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Administrative Services
<b>STAFF:</b>	Ali Spietz, Chief of Administration Nicole Vannatter, Human Resources Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. January 9, 2026 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 City of Mercer Island payroll certification for the period from December 16, 2025 through December 31, 2025 in the amount of \$1,014,146.81 (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 semi-monthly payroll schedule with payments on the 10th and 25th of each month.

## 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 variations that are outlined below.

### Additional payments:

Description	Amount
Leave cash outs for current employees	\$4,582.86
Leave cash outs for terminated employees	\$0.00
Service and recognition awards	\$0.00
Overtime earnings (see chart for overtime hours by department).	\$14,202.65
<b>Total</b>	<b>\$18,785.51</b>

### Overtime hours by department:

Department	Hours
Administrative Services	
City Attorney's Office	
City Manager's Office	
Community Planning & Development	
Finance	1.50
Municipal Court	
Police	95.50
Public Works	74.00
Thrift Shop	8.00
Youth & Family Services	
<b>Total Overtime Hours</b>	<b>179.00</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 (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 Shop.

## RECOMMENDED ACTION

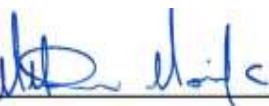
Approve the January 9, 2026 Payroll Certification in the amount of \$1,014,146.81 and authorize the Mayor to sign the certification on behalf of the entire City Council.

# CITY OF MERCER ISLAND PAYROLL CERTIFICATION

Item 2.

<b>PAYROLL PERIOD ENDING</b>	<b>12.31.2025</b>
<b>PAYROLL DATED</b>	<b>1.09.2026</b>
Net Cash	\$ 683,285.17
Net Voids/Manuals	
<b>Net Total</b>	<b>\$ 683,285.17</b>
Federal Tax Deposit	\$ 113,378.54
Social Security and Medicare Taxes	\$ 76,163.86
State Tax (California & Oregon)	\$ 779.13
State Tax (California)	\$ 6.03
Family/Medical Leave Tax (California & Oregon)	\$ 66.43
Public Employees' Retirement System (PERS Plan 2)	\$ 32,824.08
Public Employees' Retirement System (PERS Plan 3)	\$ 11,202.78
Public Employees' Retirement System (PERSJIM)	\$ 596.69
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$ 18,323.58
Regence & LEOFF Trust Medical Insurance Deductions	\$ 15,766.81
Domestic Partner Medical Insurance Deductions	\$ 3,975.17
Health Care - Flexible Spending Account Contributions	\$ 3,766.22
Dependent Care - Flexible Spending Account Contributions	\$ 1,500.83
MS Roth IRA Contributions	\$ 1,590.55
MS 457 Deferred Compensation Contributions	\$ 44,995.91
Garnishments (Chapter 13)	\$ 1,072.03
Child Support Wage Garnishment	\$ 867.50
Mercer Island Employee Association Dues	\$ 265.00
AFSCME Union Dues	\$ -
Police Union Dues	\$ (75.04)
Unum - Long Term Care Insurance	\$ 176.90
AFLAC - Supplemental Insurance Plans	\$ 238.52
Transportation - Flexible Spending Account Contributions	\$ 106.50
Miscellaneous	\$ 107.51
Oregon Transit Tax and Oregon Benefit Tax	\$ 10.07
Washington Long Term Care	\$ 3,156.04
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$ 330,861.64</b>
<b>TOTAL GROSS PAYROLL</b>	<b>\$ 1,014,146.81</b>

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.



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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 12/31/2025

Full Time Equivalents (FTEs)	2025	2025
	Budgeted	Actual
Administrative Services	14.50	14.50
City Attorney's Office	2.00	2.00
City Manager's Office	3.00	3.00
Community Planning & Development	17.00	16.00
Finance	9.00	9.00
Municipal Court	3.10	3.10
Police	37.50	36.50
Public Works	64.00	63.00
Recreation	10.25	8.25
Youth & Family Services	11.93	11.93
Thrift Shop	3.00	3.00
<b>Total FTEs</b>	<b>175.28</b>	<b>170.28</b>
Limited Term Equivalents (LTEs)	2025	2025
	Budgeted	Actual
Administrative Services	1.00	1.00
City Manager's Office	1.00	1.00
Community Planning & Development	2.00	2.00
Public Works	4.75	3.75
Youth & Family Services	2.83	1.83
Thrift Shop	6.50	7.20
<b>Total LTEs</b>	<b>18.08</b>	<b>16.78</b>
<b>Total FTEs &amp; LTEs</b>	<b>193.36</b>	<b>187.07</b>

### FTE Vacancies:

- 1.0 Planner
- 1.0 Police Officer
- 1.0 Recreation Facility Supervisor
- 1.0 Recreation Assistant
- 1.0 Utilities Team Member



# CITY COUNCIL MINUTES

## REGULAR HYBRID MEETING

### JANUARY 6, 2026

Item 3.

#### CALL TO ORDER & ROLL CALL

City Clerk Andrea Larson called the Regular Hybrid Meeting to order at 5:00 pm in the Slater Room Council Chambers at the Mercer Island Community & Event Center, 8236 SE 24<sup>th</sup> Street, Mercer Island, Washington.

Councilmembers Lisa Anderl, Daniel Becker, Julie Hsieh, Dave Rosenbaum, Craig Reynolds, Wendy Weiker, and Ted Weinberg attended in person.

#### PLEDGE OF ALLEGIANCE

The City Council delivered the Pledge of Allegiance.

#### AGENDA APPROVAL

It was moved by Weinberg; seconded by Anderl to:

**Approve the agenda as presented.**

PASSED: 7-0

FOR: 7 (Anderl, Becker, Hsieh, Reynolds, Rosenbaum, Weiker, and Weinberg)

#### SPECIAL BUSINESS

##### **AB 6831: Councilmember Oath of Office and Mayor and Deputy Mayor Elections**

City Clerk Andrea Larson welcomed the audience and explained the process for administering the official oaths of office for the elected Councilmembers Anderl, Becker, and Weinberg with the Mayor and Deputy Mayor elections to follow.

City Clerk Larson administered the Oaths of Office to elected Councilmembers Daniel Becker, Ted Weinberg, and Lisa Anderl.

City Clerk Larson explained how the nomination and voting process would work for the Mayor and Deputy Mayor elections. She noted that to be successful a nominee must receive at least four votes from the full Council to be declared the successful candidate.

She then called for nominations from the floor for the Office of Mayor for 2026-2027. Councilmember Anderl nominated Councilmember Rosenbaum. There were no further nominations.

It was moved by Weinberg; seconded by Reynolds to:

**Elect David Rosenbaum to serve as Mayor for 2026-2027.**

PASSED: 7-0

FOR: 7 (Anderl, Becker, Hsieh, Reynolds, Rosenbaum, Weiker, and Weinberg)

City Clerk Larson administered the Mayoral Oath of Office to Mayor Rosenbaum and turned the meeting over to Mayor Rosenbaum.

Mayor Rosenbaum then called for nominations from the floor for the office of Deputy Mayor for 2026-2027. Councilmember Anderl nominated Councilmember Becker, Councilmember Weinberg nominated Councilmember Reynolds. There were no further nominations.

City Clerk Larson conducted an open election via roll call vote for Nominees Becker and Reynolds.

The votes were tallied and Daniel Becker received four votes to be elected to serve as Deputy Mayor for 2026-2027.

### **Deputy Mayor Voting Results:**

Anderl – Becker  
 Becker – Becker  
 Hsieh – Reynolds  
 Reynolds – Reynolds  
 Rosenbaum – Becker  
 Weiker – Becker  
 Weinberg – Reynolds

City Clerk Larson administered the Deputy Mayoral Oath of Office to Deputy Mayor Becker.

City Council was in recess from 5:14 – 5:21 pm.

## **CITY MANAGER REPORT**

City Manager Jessi Bon reported on the following items:

- **Council, Boards & Commission Meetings:**
  - City Council Planning Session on Friday, January 16 at 9:30 am
  - City Council Meeting on Tuesday, January 20 at 5:00 pm
  - Parks & Recreation Commission and Open Space Conservancy Trust Joint Meeting on Thursday, January 8
  - Utility Board Meeting on Tuesday, January 13 at 5:00 pm
  - Parks & Recreation Commission on Tuesday, January 13 at 5:00pm
- **City Updates:**
  - MIPD Marine Patrol is working to remove trees and logs that were flushed into Lake Washington by recent flooding.
  - Utilities staff worked with MIPD Marine Patrol to get a needed replacement part to Pump Station 19. This station is completely inaccessible by vehicle so larger equipment and parts must be delivered via the lake.
  - First Hill Playground renovation has been completed and the park has reopened to the public. Some minor work remains that will be completed over the coming weeks.
- **Upcoming Events:**
  - Mercer Island Community & Event Center winter programming is starting the new year with new programs including expanded gym offerings and a new open dance room drop-ins.
- **News:**
  - Public Works staff worked with MIPD to help locate and rescue a dog that had been spotted running loose on East Mercer Way for several days. The lost pup was rescued and on its way to good care!

## **APPEARANCES**

Addie Smith spoke about being a hate crime survivor.

Winky Lai, Mercer Island, spoke about the development at Herzl-Ner Tamid.

Merkys Gomez, Mercer Island, spoke about the development at Herzl-Her Tamid.

Jim Stanton, Mercer Island, spoke about bicycle and e-bike facilities on Mercer Island.

Jay Greer, Mercer Island, spoke about bicycle and e-bike facilities on Mercer Island.

## CONSENT AGENDA

### AB 6832: December 10, 2025 Payroll Certification

**Recommended Action:** Approve the December 10, 2025 Payroll Certification in the amount of \$988,576.12 and authorize the Mayor to sign the certification on behalf of the entire City Council.

### AB 6833: December 24, 2025 Payroll Certification

**Recommended Action:** Approve the December 24, 2025 Payroll Certification in the amount of \$984,611.06 and authorize the Mayor to sign the certification on behalf of the entire City Council.

### City Council Regular Hybrid Meeting Minutes of December 2, 2025.

**Recommended Action:** Approve the City Council Regular Hybrid Meeting Minutes of December 2, 2025.

### AB 6834: Certification for Claims Paid November 16, 2025 through November 30, 2025

**Recommended Actions:** Approve the November 16, 2025 through November 30, 2025 Accounts Payable Certification of Claims in the amount of \$3,412,033.13 and authorize the Mayor to sign the certification on behalf of the entire City Council.

### AB 6835: Certification for Claims Paid December 1, 2025 through December 15, 2025

**Recommended Action:** Approve the December 1, 2025 through December 15, 2025 Accounts Payable Certification of Claims in the amount of \$1,626,756.35 and authorize the Mayor to sign the certification on behalf of the entire City Council.

It was moved by Reynolds; seconded by Weinberg to:

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

PASSED: 7-0

FOR: 7 (Anderl, Becker, Hsieh, Reynolds, Rosenbaum, Weiker, and Weinberg)

## REGULAR BUSINESS

### AB 6843: AWC Action Days Representatives

City Manager Jessi Bon spoke about AWC Action Days and the staff and councilmember delegation attending on January 21.

City Council discussed who would attend AWC Actions Days.

It was moved by Weinberg; seconded by Reynolds to:

**Select Deputy Mayor Becker and Councilmembers Hsieh, Reynolds, and Weinberg to attend AWC Action Days on January 21 and 22, 2026**

PASSED: 7-0

FOR: 7 (Anderl, Becker, Hsieh, Reynolds, Rosenbaum, Weiker, and Weinberg)

### AB 6844: City Facilities Survey Appropriation Request

Senior Management Analyst Robbie Cunningham Adams spoke about the background of the failure of Proposition 1 related to the Public Safety and Maintenance Facility in November 2025 and one potential community engagement strategy that could be applied of a proposed city facilities survey. He discussed the recommendation to conduct a statistically valid survey to give the City the opportunity to have a data-informed approach to understanding the community's views of Proposition 1 and priorities for future facilities and capital projects in place of the biennial community survey. He spoke about the open survey that will also be offered in addition to the statistically valid survey, on the financial and budgetary impacts of the survey, and the recommended motions.

City Council discussed the survey and asked questions of staff.

It was moved by Weiker; seconded by Reynolds to:

**Authorize the City Manager to conduct a statistically valid survey to collect community input on the recent Public Safety and Maintenance Bond Measure to inform priorities for future City facility planning.**

PASSED: 7-0

FOR: 7 (Anderl, Becker, Hsieh, Reynolds, Rosenbaum, Weiker, and Weinberg)

It was moved by Anderl; seconded by Reynolds to:

**Re-allocate \$25,000 from the biennial Community Survey to the City Facilities survey and appropriate an additional \$12,000 of unassigned fund balance from the General Fund to fund this survey.**

PASSED: 7-0

FOR: 7 (Anderl, Becker, Hsieh, Reynolds, Rosenbaum, Weiker, and Weinberg)

It was moved by Anderl; seconded by Reynolds to:

**Appoint Deputy Mayor Becker and Councilmembers Reynolds and Weiker to serve on an Ad-Hoc Committee to work with the City Manager to finalize the polling questions.**

PASSED: 7-0

FOR: 7 (Anderl, Becker, Hsieh, Reynolds, Rosenbaum, Weiker, and Weinberg)

## OTHER BUSINESS

### Planning Schedule

City Manager Jessi Bon spoke about the January 16 Planning Session.

### Councilmember Absences and Reports

Councilmember Weiker will be absent on February 3.

Mayor Rosenbaum asked the Council to send him seating requests and interest requests for City Council Liaison assignments and thanked the staff for all of the work that they do to keep the City running.

Councilmember Weiker spoke about the learning opportunities that are offered by AWC, congratulated the Mercer Island High School Band for performing in London, England over New Year's.

Councilmember Weinberg noted he attended the SCA Annual Meeting, SCA Public Issue Committee meeting, and the Eastside Transportation Partnership meeting in December. He noted he will be making 14 trips to Olympia during the legislative session and that his next monthly open lunch is on January 18 at L'Experience Paris.

Councilmember Reynolds noted meeting with Representative Zhan with other councilmembers and staff, his reappointment to the King County LEOFF 1 Disability Retirement Board, and noted he attended the SCA North Caucus meeting in December.

Councilmember Anderl thanked the Public Works for the work on the lights in Town Center over the holidays, the Marine Patrol for the work cleaning up the lake, and Public Works and Right-of-Way crews for keeping the streets and storms clean.

Councilmember Hsieh noted she attended the Christmas Tree Lighting, the Hannukah Menorah lighting, the Holiday Party at the MICEC with a guided walk to Luther Burbank to watch the Argosy Christmas Ships, Gallagher Hill open space forest restoration, and noted her first community coffee was held in December. She also noted she took a tour of the Mercer Island Police Department and attended a ride along with Officer Marina Udodik. She noted her next community coffee is on January 15 at the Southend Starbucks.

City Council was in recess from 6:12 pm – 6:17 pm.

## EXECUTIVE SESSION

At 6:17 pm, Mayor Rosenbaum convened an Executive Session in Room 104 at the Mercer Island Community & Event Center, 8236 SE 24th Street, Mercer Island, WA and via Microsoft Teams.

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

Mayor David Rosenbaum, Deputy Mayor Daniel Becker, and Councilmember Lisa Anderl, Julie Hsieh, Craig Reynolds, Wendy Weiker, and Ted Weinberg participated in person.

Mayor Rosenbaum extended the Executive Session at 7:47 pm for an additional 30 minutes to 8:17 pm.

Mayor Rosenbaum extended the Executive Session at 8:17 pm for an additional 30 minutes to 8:47 pm.

Mayor Rosenbaum extended the Executive Session at 8:47 pm for an additional 30 minutes to 9:17 pm.

Mayor Rosenbaum extended the Executive Session at 9:17 pm for an additional 30 minutes to 9:47 pm.

Mayor Rosenbaum extended the Executive Session at 9:47 pm for an additional 5 minutes to 9:52 pm.

Mayor Rosenbaum adjourned the Executive Session at 9:52 pm.

## **ADJOURNMENT**

The Regular Hybrid Council Meeting adjourned at 9:53 pm.

Attest:

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David Rosenbaum, Mayor

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Andrea Larson, City Clerk



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6847  
January 20, 2026  
Consent Agenda

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6847: Certification for Claims Paid December 16, 2025 through December 31, 2025	<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 Accounts Payable Certification for Claims paid December 16, 2025 through December 31, 2025 in the amount of \$990,777.75.	

<b>DEPARTMENT:</b>	Finance
<b>STAFF:</b>	Matt Mornick, Finance Director LaJuan Tuttle, Deputy Finance Director
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Certification for Claims Paid December 16 - 31, 2025
<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 the December 16, 2025 through December 31, 2025 Accounts Payable Certification of Claims in the amount of \$990,777.75 (see Exhibit 1).

### BACKGROUND

*Claims* refer to all external payments that are made to satisfy the obligations of the City, regardless of how payments are processed (e.g., through warrants, checks, electronic funds transfers, etc.). [RCW 42.24.080](#) requires that all claims presented against the City must be certified by the appropriate official to ensure that the claims are just, true, 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 claim payments, provided, however, that review, and approval of claims information occurs at the next regularly scheduled public meeting.

## ISSUE/DISCUSSION

The Accounts Payable Certification of Claims (see Exhibit 1) includes a table that summarizes the claims paid December 16, 2025 through December 31, 2025. The table combines different payment methods. The disbursement method is identified in the “Type” column of the table in exhibit 1, which include:

- **Check Register** includes printed accounts payable checks.
- **Direct Disbursement** includes wire transfers. Note that “check” numbers are two digits to easily identify them as distinct from printed checks.
- **Electronic Funds Transfer (EFT)** includes both EFT and Automated Clearing House (ACH) payments. “Check” numbers started at 5000 for this payment type.

## RECOMMENDED ACTION

Approve the December 16, 2025 through December 31, 2025 Accounts Payable Certification of Claims in the amount of \$990,777.75 and authorize the Mayor to sign the certification on behalf of the City Council.

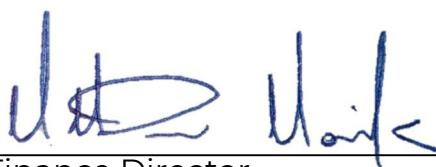


# City of Mercer Island

## Certification of Claims

Item 4.

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.



---

Heather Monk  
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.

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Mayor

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Date

Date	Method	Checks	Warrant	Total Amount
12/18/25	Check Register		121528	\$624,758.94
12/18/25	Electronic Funds Transfer		EFT 1218	\$94,835.60
12/26/25	Check Register		122625	\$248,484.53
12/26/25	Electronic Funds Transfer		EFT 1226	\$22,698.68
<b>GRAND TOTAL:</b>				<b>\$990,777.75</b>



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6837  
January 20, 2026  
Consent Agenda

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6837: Water Supply Pipeline – Phase 2 Design Contract Approval	<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 Phase 2 design contract with RH2 Engineering, Inc for the Water Supply Pipeline Replacement Project.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Jason Kintner, Chief of Operations Kellye Hilde, Deputy Public Works Director Clint Morris, Capital Division Manager
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. Project Location Map
<b>CITY COUNCIL PRIORITY:</b>	3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks.

<b>AMOUNT OF EXPENDITURE</b>	\$ 794,000
<b>AMOUNT BUDGETED</b>	\$ 5,748,380
<b>APPROPRIATION REQUIRED</b>	\$ 0

### EXECUTIVE SUMMARY

This agenda item is presented to approve the Phase 2 design contract for the Water Supply Pipeline project (90.40.0032). This project will improve the resiliency of the City's water distribution system by replacing 3,500 feet of aging Seattle Public Utilities (SPU) supply pipeline with earthquake resistant ductile iron pipe in a new alignment (Exhibit 1).

- In April 2024, a leak from the SPU 24-inch diameter water supply pipeline on Mercer Island was discovered. The leak limited the Island's water supply until repairs to SPU's pipeline were completed in August 2024.
- During this water supply emergency, the City began exploring options to replace this segment of the SPU pipeline with a more resilient, earthquake resistant supply pipeline in an alternative alignment away from the steep slope on SE 40<sup>th</sup> Street.
- In October 2024, the City Council authorized staff to include design and construction of the new water supply pipeline in the 2025-2030 Capital Improvement Plan ([AB 6530](#)). The current 2025-2026 capital budget includes \$5,748,380 for the Water Supply Pipeline project (90.40.0032).
- The scope of the project includes water infrastructure improvements, as well as roadway and pedestrian enhancements to improve efficiency, scheduling, and reduce overall construction impacts.

- The City entered into a contract with RH2 Engineering in February 2025 to perform preliminary design work on the project. This work has been completed.
- A new Phase 2 design contract is needed to complete the design work and produce final plans, specifications, permitting, and cost estimates. The Phase 2 contract will be with RH2 Engineering, Inc, for \$794,000 and is expected to be complete in March. Construction is scheduled to begin in April 2026.

## BACKGROUND

SPU is the sole provider of potable water to Mercer Island (Exhibit 1). The SPU 24-inch water transmission line was constructed in 1956. A portion of the line is located in the SE 40th Street public right-of-way and has required several leak repairs over the decades. Most recently, in April 2023 ([AB 6281](#)) and April 2024 ([AB 6471](#)), the City was notified of major system failures on the SPU water supply line. Although circumstances for each event were different, both events resulted in major water emergencies impacting the Mercer Island community.

On April 3, 2024, the City learned that the SPU 24-inch water supply line to Mercer Island was leaking in the steep sloped area in the SE 40<sup>th</sup> Street public right-of-way, just north of where Mercerwood Drive meets SE 40<sup>th</sup> Street. Consequently, SPU crews significantly reduced and then shut off flow to the line, eliminating its use as the primary water supply line. Mercer Island received water through a smaller backup pipeline beginning April 4, 2024, and implemented emergency conservation actions due to the constrained water supply. SPU completed repairs and restored flow through the SPU water supply line on August 1, 2024. The repaired section was slip-lined with approximately 1,300 feet of structural liner.

During the 2024 water supply emergency, the City began exploring options to replace this segment of the SPU pipeline with a more resilient, earthquake resistant supply pipeline in an alternative alignment away from the steep slope on SE 40<sup>th</sup> Street.

In October 2024, the City Council authorized staff to include design and construction of the new water supply line in the 2025-2030 Capital Improvement Plan ([AB 6530](#)). Although the primary driver for construction includes the installation of a new water supply line, the project scope also includes other infrastructure improvements as follows:

### New Water Supply Line

A new earthquake resistant 24-inch diameter water supply line will be constructed along a new alignment. This pipe will replace a significant segment of the existing SPU 24-inch diameter concrete cylinder water line. The existing SPU line is not considered resilient in seismically active areas, even under conditions of minor slope movement. The planned alignment for the new pipeline starts on the Frontage Road leading to the Boat Launch area, then continues north on East Mercer Way, west on SE 36th Street, southwest along SE Gallagher Hill Road to SE 40th Street, and then east to 92<sup>nd</sup> Avenue SE (Exhibit 1).

### AC Watermain and Pressure Reducing Valve Station Replacements

Approximately 1,500 feet of existing 8-inch and 10-inch Asbestos Cement (AC) water main will be replaced along SE Gallagher Hill Road, along with a Pressure Reducing Valve (PRV) station at the bottom of SE Gallagher Hill Road. In recent years, the City has prioritized removing AC pipe from the water system, and this section of AC pipe had been scheduled for replacement in 2025 as part of a previously planned project. Due to Mercer Island's topography, pressure reducing valve (PRV) stations are required to maintain acceptable water

pressure Island-wide, making PRV stations an integral component of the City's water system. Like water main breaks, potential damage caused by PRV failures can be detrimental to the water system and surrounding neighborhoods. The City operates over 80 PRV stations. One of those stations is within the area of the new water supply line installation project and is at the end of its useful life.

### Roadway Improvements

Following the water supply line installation, roadway improvements will be constructed to include:

- **SE 36th Street (Gallagher Hill Road to East Mercer Way)** – Restore roadway and sidewalks removed for pipeline construction, upgrade all sidewalk ramps to meet current ADA standards, mill and repave the roadway with a hot mix asphalt (HMA) overlay, raise utilities to grade, and install new pavement markings.
- **Gallagher Hill Road (SE 40th Street to SE 36th Street)** – Construct new curb and sidewalk along the east side (downhill lane), provide a paved shoulder suitable for bicycle use on the west side (uphill lane), install new street lighting, install a HMA overlay, raise utilities to grade, and install new pavement markings.
- **SE 40th Street (Gallagher Hill Road to 93rd Avenue)** – Construct new curbs, sidewalks and bike lanes on both sides of the road, install a HMA overlay, raise utilities to grade, and install new pavement markings.

The City is using the general contractor/ construction manager (GC/CM) project delivery method as an alternative approach to design and construction for this project. This method allows the City to bring a contractor on board early in the design phase to work collaboratively with the design team.

The City's GC/CM is Scarsella Brothers, Inc, a longstanding and local heavy civil construction contractor. They have been contributing valuable expertise in construction feasibility, cost estimation, and scheduling, which supports a more efficient and cost-effective project outcome. The City Council approved the selection of Scarsella as the GC/CM for this project after a qualifications-based competitive process on May 20, 2025 ([AB 6690](#)).

### ISSUE/DISCUSSION

In January 2025, the City successfully completed a qualifications-based competitive process to procure engineering services and selected RH2 Engineering, Inc. as the design firm for the project. The initial scope of services included site surveying, development of preliminary designs, development of final designs, and engineering support during construction.

The City entered into a contract for preliminary design work with RH2 Engineering, Inc. in February 2025 at a cost of \$544,000. The scope of the Phase 1 contract was to determine the preferred pipe alignment, identify the major features of the water and roadway improvement work, and develop preliminary plans and cost estimates. This design scope has been completed and a new contract for Phase 2 design work is needed.

The second contract will take the preliminary design work (currently at approximately 60%) and advance it to a completed design with final plans, specifications, and cost estimates by the end of March 2026. The cost of the Phase 2 contract is \$794,000.

Construction costs for the project are currently estimated to be between \$12.5 and \$13.5 million. The Phase 2 design contract is approximately 6% of that cost.

## NEXT STEPS

Design work and permitting is expected to be completed in the next several months. Staff plan to return to Council later in Q2 2026 with another project status report. City staff are also scheduled to bring this project before the Utility Board in Q1 2026 to solicit input regarding construction sequencing and associated impacts of connecting the new water pipeline into the City's water system.

City staff are actively engaging the community through the Let's Talk platform and are finalizing a comprehensive and detailed communications plan that will start rolling out in February 2026. Outreach efforts will include direct mail notifications to affected neighborhoods, press releases to the Mercer Island Reporter, coordination with Mercer Island School District regarding potential bus route impacts, and targeted communications with the French American School, the JCC, and other stakeholders along the project corridor to address anticipated impacts and detour planning. In parallel, the City's Customer Service Team is being briefed and will support the Public Works Team by responding to public inquiries and issues once construction is underway.

Construction is tentatively planned to begin in April 2026. Water improvements are expected to be completed in early 2027, with road work immediately following. The entirety of the project is anticipated to be substantially complete by the end of 2027.

## RECOMMENDED ACTION

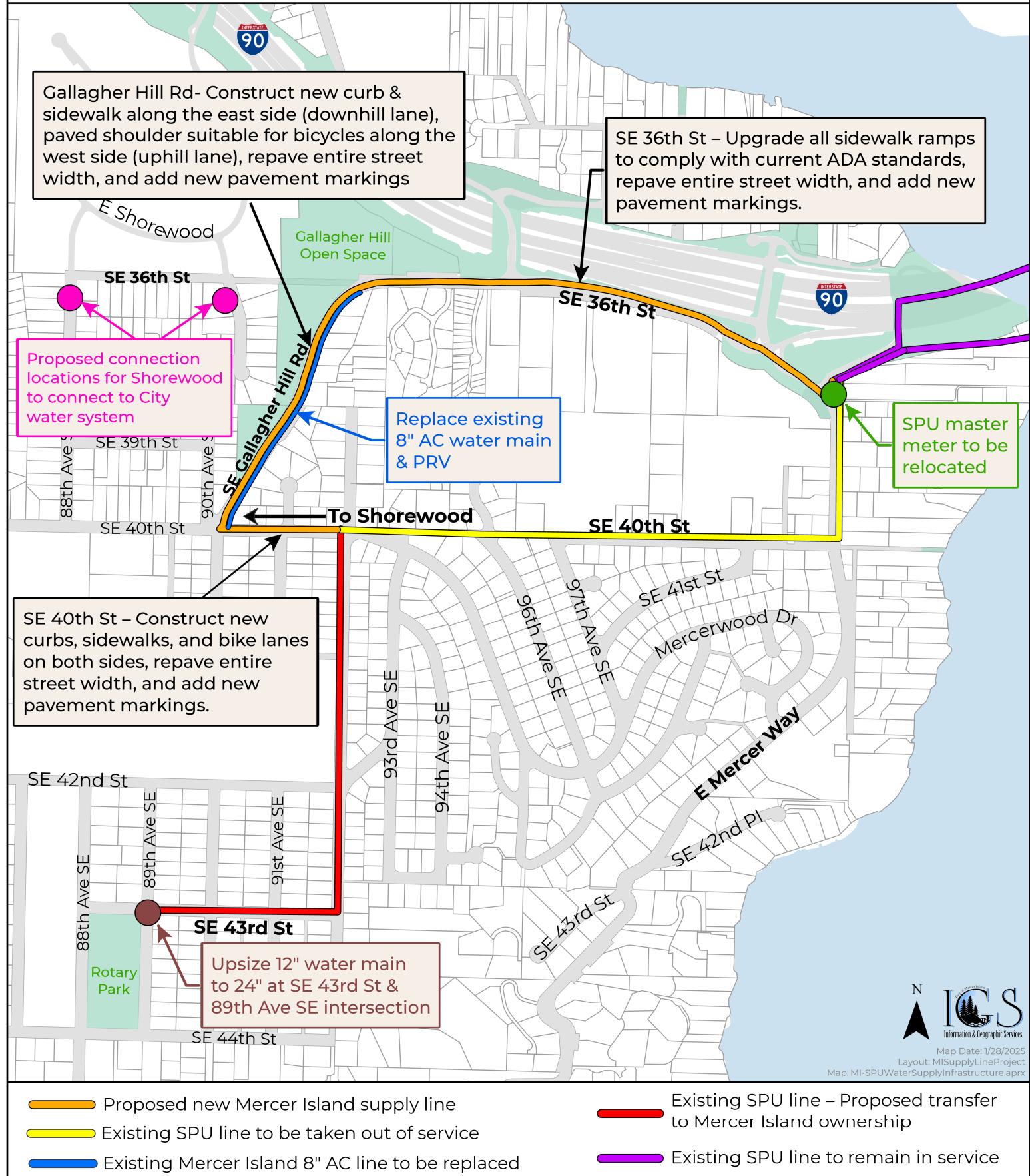
Approve the Phase 2 design contract with RH2 Engineering, Inc., a Washington-based corporation, for an amount not to exceed \$794,000 for the Water Supply Pipeline Replacement Project and authorize the City Manager to execute the contract.



# WATER SUPPLY LINE PROJECT

Mercer Island, WA

Item 5.





## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6848  
January 20, 2026  
Consent Agenda

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6848: Approve Stormwater Capacity Grant Budget	<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 accept the Department of Ecology 2025-2027 Biennial Stormwater Capacity Grant and appropriate \$120,000 to the stormwater maintenance operations budget.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Jason Kintner, Chief of Operations Brian Hartvigson, ROW/Stormwater Manager Deeqa Roble, Stormwater Quality Technician
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. 2025-2027 Stormwater Capacity Agreement between WA State DOE and City of Mercer Island
<b>CITY COUNCIL PRIORITY:</b>	n/a

<b>AMOUNT OF EXPENDITURE</b>	\$ 120,000
<b>AMOUNT BUDGETED</b>	\$ 0
<b>APPROPRIATION REQUIRED</b>	\$ 120,000

### EXECUTIVE SUMMARY

The purpose of this agenda item is to request authorization to accept the Department of Ecology Stormwater Capacity Grant (Exhibit 1) and appropriate the awarded funds to the stormwater operations budget.

- The Department of Ecology administers a non-competitive, biennial grant program to provide municipalities with funding to implement National Pollution Elimination System (NPDES) permit requirements.
- The City has been awarded \$120,000, which must be expended between July 2025 and March 2027.
- Grant funds will be used to supplement costs associated with stormwater infrastructure maintenance, illicit discharge response, and other requirements of the NPDES permit.

### BACKGROUND

The City's stormwater system consists of over 100 miles of conveyance pipe, approximately 5,500 catch basins, 11 detention ponds and vaults, 24 overflow structures, and 68 outfalls into Lake Washington, all of which must be inspected and maintained regularly to ensure that stormwater is able to drain public roadways and uplands, and flow unobstructed to the lake.

Mercer Island's stormwater system is regulated by the National Pollution Discharge Elimination System (NPDES) Municipal Stormwater General Permit. NPDES is a regulatory framework under the Clean Water Act to restrict pollutants from entering waterways from point sources such as stormwater pipes or open ditches.

In order to stay compliant with NPDES permit requirements, the City must complete a discrete body of work each year, which includes inspecting 95% of all city catch basins every biennium, monitoring for and responding to all illicit discharge events, providing public education campaigns about issues affecting stormwater quality, performing regular inspections of businesses for potential sources of pollutants entering the stormwater system (source control), and monitoring stormwater quality at outfall pipes entering Lake Washington.

Every two years, the Department of Ecology provides financial assistance to cities and counties covered under the NPDES Municipal Stormwater General Permit. This assistance is provided through the Stormwater Capacity Grant (Exhibit 1), a non-competitive award that supports projects that benefit stormwater management programs and implementation of their municipal stormwater permit programs.

The City has been a recipient of the Stormwater Capacity Grant since 2015, which is used to supplement the costs associated with implementing NPDES permit requirements. Funding from the previous cycle of this grant, which ran from 2023 to 2025, was used for stormwater catch basin cleaning, stormwater conveyance CCTV inspection services, and the purchase of illicit discharge spill response materials.

## ISSUE/DISCUSSION

The 2025-2027 Biennial Stormwater Capacity Grant was released by the Department of Ecology in July 2025. The associated funding, which includes \$115,000 for permit implementation activities and \$5,000 for project administration, must be used by March 31, 2027. The City is not required to provide matching funds. For context, the City's 2026 annual operating budget for stormwater maintenance services is \$2.6 million.

In order to use the allocated funds, the City must execute the grant agreement and appropriate the funds to the 2026 stormwater operations budget. The Department of Ecology will reimburse expenditures associated with the grant once the work is complete.

## NEXT STEPS

If accepted, the awarded grant funds would be used to offset a portion of the costs to carry out the NPDES permit-required tasks. In 2026, this would include utilizing vactor services to empty and clean stormwater catch basins and completing annual catch basin inspections.

## RECOMMENDED ACTION

Authorize the City Manager to accept the Department of Ecology 2025-2027 Biennial Stormwater Capacity Grant and appropriate \$120,000 to the stormwater maintenance operation budget.



## Agreement No. WQSWCAP-2527-MercIs-00126

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MERCER ISLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Mercer Island, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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### GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

## RECIPIENT INFORMATION

Organization Name: City of Mercer Island

Federal Tax ID: 91-6017561

UEI Number: MU21VURG4JH3

Mailing Address: 9611 SE 36th St  
Mercer Island, WA 98040

Physical Address: 9611 SE 36th St  
Mercer Island, Washington 98040

Organization Email: [alanna.derogatis@mercerisland.gov](mailto:alanna.derogatis@mercerisland.gov)

## Contacts

<b>Project Manager</b>	Deeqa Roble Stormwater Quality Technician  9611 SE 36th St Mercer Island, Washington 98040 Email: <a href="mailto:deeqa.roble@mercerisland.gov">deeqa.roble@mercerisland.gov</a> Phone: (206) 275-7662
<b>Billing Contact</b>	Deeqa Roble Stormwater Quality Technician  9611 SE 36th St Mercer Island, Washington 98040 Email: <a href="mailto:deeqa.roble@mercerisland.gov">deeqa.roble@mercerisland.gov</a> Phone: (206) 275-7662
<b>Authorized Signatory</b>	Jessi Bon  9611 SE 36th St Mercer Island, Washington 98040 Email: <a href="mailto:jessi.bon@mercerisland.gov">jessi.bon@mercerisland.gov</a> Phone: (206) 275-7662

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

### Contacts

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: <a href="mailto:kygr461@ecy.wa.gov">kygr461@ecy.wa.gov</a> Phone: (360) 628-3890
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: <a href="mailto:kygr461@ecy.wa.gov">kygr461@ecy.wa.gov</a> Phone: (360) 628-3890

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Mercer Island

By:

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Jon Kenning, PhD

Date

Water Quality

Program Manager

Template Approved to Form by  
Attorney General's Office

By:

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Jessi Bon

Date

City Manager

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$5,000.00

Task Title: Project Administration/Management

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- \* Properly maintained project documentation.

## Project Administration/Management

### Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$115,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

**Task Goal Statement:**

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

**Task Expected Outcome:**

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

## BUDGET

### Funding Distribution EG260170

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2025-2027 Biennial Stormwater Capacity Grant  
Funding Type: Grant  
Funding Effective Date: 07/01/2025 Funding Expiration Date: 03/31/2027  
Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD  
Type: State  
Funding Source %: 100%  
Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
Recipient Match %: 0%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

<b>2025-2027 Biennial Stormwater Capacity Grant</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 115,000.00
	<b>Total: \$ 120,000.00</b>

## Funding Distribution Summary

### Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Biennial Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 120,000.00</b>	<b>\$ 120,000.00</b>

## AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

## SPECIAL TERMS AND CONDITIONS

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

**C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Agreement No: WQSWCAP-2527-MercIs-00126

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Mercer Island

Item 6.

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**29. THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

**30. WAIVER**

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6850  
January 20, 2026  
Consent Agenda

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6850: Facilities Planning Appropriation Request	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Transfer \$587,594 of available Street Fund resources to the Capital Improvement Fund and appropriate this amount to support facility planning, including initial planning work required for occupancy of the newly acquired 9655 Building.	

<b>DEPARTMENT:</b>	Public Works
<b>STAFF:</b>	Jessi Bon, City Manager Jason Kintner, Public Works Director Matt Mornick, Finance Director Kellye Hilde, Deputy Public Works Director Robbie Cunningham Adams, Senior Management Analyst
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	n/a
<b>CITY COUNCIL PRIORITY:</b>	3. Make once-in-a-generation investments to update and modernize aging infrastructure, capital facilities, and parks.

<b>AMOUNT OF EXPENDITURE</b>	\$ 300,000
<b>AMOUNT BUDGETED</b>	\$ 0
<b>APPROPRIATION REQUIRED</b>	\$ 300,000

### EXECUTIVE SUMMARY

The purpose of this agenda item is to transfer \$587,594 of available Street Fund resources to the Capital Improvement Fund and appropriate this amount to support ongoing facility planning efforts, including initial planning work required for occupancy of the newly acquired building at 9655 SE 36th Street ("9655 Building").

- Proposition No. 1, included on the November 4, 2025 General Election ballot to fund the Public Safety and Maintenance (PSM) Facility received 54.24% voter approval, which was short of the 60% needed for a successful bond measure.
- In late 2025, staff began reassessing facility replacement strategies to inform future policy direction and City Council decision-making.

- During the January 16, 2026, City Council Planning Session, the City Council debriefed the November 2025 bond measure and provided initial feedback on the framework to guide the facility planning work anticipated this year ([AB 6840](#)).
- The \$587,594 budget appropriation will also be used for the initial planning work to address building improvements needed for occupancy of the newly acquired 9655 Building.

## BACKGROUND

### 9655 Building Acquisition

In early June 2025, the City announced the strategic acquisition of the 22,000 square-foot commercial office building located at 9655 SE 36<sup>th</sup> Street (“9655 Building”), adjacent to the City Hall Campus. The City acquired the building for \$9.06 million. The City closed on the property in the summer of 2025 and with the conclusion of the lease for the prior tenant at the end of September 2025, is now fully in possession of the building.

Before opening the 9655 Building for City use, several improvement projects are needed to ensure the space is ready to support the staff and the community. The near-term and long-term occupancy of the building will be discussed and re-evaluated as a result of the outcome of the Proposition 1 in November 2025. The building will likely house the Community Planning and Development Department, the Public Works Capital Projects and Engineering teams, the Youth and Family Services Department, the Customer Service Team, and other services.

The acquisition of the 9655 Building was funded primarily with available funds and \$1.5 million through outside financing. No new taxes were used to acquire the building. The available funds are the result of years of conservative budgeting, disciplined spending, and prior year savings.

### November 2025 Bond Measure for PSM Facility

During the November 4, 2025 General Election the City held an election on Proposition No. 1 related to the proposed [Public Safety and Maintenance Facility](#). Proposition No. 1 received 54.24% voter approval, which fell short of the 60% required for approval of a bond measure.

### Post-Bond Measure Evaluation

In late 2025, staff began reassessing facility replacement strategies to inform future policy direction and City Council decision-making. To support this effort, the City Manager recommended that the City Council hold a Planning Session in early January, allowing sufficient time to prepare for a potential second bond measure, should the Council choose to pursue that direction. The earliest feasible ballot would be November 2026.

During the January 16, 2026, City Council Planning Session, the City Council debriefed the prior City facilities bond measure and provided initial feedback on the framework to guide the facility planning work anticipated this year ([AB 6840](#)).

## ISSUE/DISCUSSION

City staff are requesting \$587,594 be transferred from the Street Fund to the Capital Improvement Fund and appropriated to support ongoing facility planning work. These resources will also be used for the initial planning work to address building improvements needed for occupancy of the newly acquired 9655 Building.

## Post Bond Measure Facility Planning

The City Council held a Planning Session on January 16, 2026, to discuss the outcome of the November 2025 Bond Measure for the PSM Facility, marking the initial conversation about what comes next. During this session, the City Council provided feedback to help frame upcoming community engagement and early planning work, including revisiting the scope and scale of the PSM Facility. Advancing this planning work requires a reassessment of existing City facilities to inform development of alternative project approaches. To support this effort, the City has retained an architect to assist with a space planning analysis and to review the proposed PSM Facility project, including identifying opportunities to scale back the project.

### Planning for Occupancy of the 9655 Building

Relocating certain City services into the 9655 Building, acquired in 2025, is a known priority, and space planning and design work will be required to initiate this effort. The preliminary scope of work for the 9655 Building includes architectural, interior, civil, structural, life safety, mechanical, electrical, and plumbing, and cost estimating services. The services will support existing-conditions documentation and strategic space planning and design development.

Staff will return to the City Council with a full scope of work, cost estimate, and phasing plan for the 9655 building improvements in 2026.

### Financial Impacts and Budgetary Actions

Staff recommend reallocating project resources in the 2025-2026 CIP to fund this facility planning work.

As part of the City Council's adoption of the Transportation Improvement Program (TIP) in June 2025 ([AB 6711](#)), staff recommended several transportation project resources and timelines be modified to align with the major capital reinvestment work underway to replace the City's main water supply pipeline (90.40.0032). The Gallagher Hill Road Overlay project (90.20.0008) was among these projects with \$587,594 appropriated in 2026 to resurface Gallagher Hill Road between SE 36<sup>th</sup> and SE 40<sup>th</sup> Streets with hot mix asphalt overlay.

The City's Water Supply Pipeline project (90.40.0032) also includes resources from the City's Water Fund to complete the same roadway improvements on Gallagher Hill Road after the water supply line is replaced. It is standard practice for the Utility's enterprise fund to pay for the portion of street improvements required after major underground facilities are upgraded.

In effect, staff double-counted resources to resurface Gallagher Hill Road.

## NEXT STEPS

This initial appropriation will allow facility planning work to continue in the weeks after the City Council Planning Session. Staff will return to the City Council at future meetings to continue discussions of the long-term facilities strategy and to present follow-up information on the improvements anticipated to occupy the 9655 Building.

## RECOMMENDED ACTION

Transfer \$587,594 of available Street Fund resources to the Capital Improvement Fund and appropriate this amount to support facility planning, including initial planning work required for occupancy of the newly acquired 9655 Building.



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6849  
January 20, 2026  
Regular Business

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6849: 2026-2027 City Council Liaison Assignments	<input checked="" type="checkbox"/> Discussion Only
<b>RECOMMENDED ACTION:</b>	Mayor Rosenbaum and Deputy Mayor Becker appoint Councilmembers as liaisons to City boards and commissions and local and regional assignments.	<input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	City Council
<b>STAFF:</b>	Dave Rosenbaum, Mayor Daniel Becker, Deputy Mayor Andrea Larson, City Clerk
<b>COUNCIL LIAISON:</b>	n/a
<b>EXHIBITS:</b>	1. 2026-2027 City Council Liaison Assignments <i>(Added on January 20, 2026)</i>
<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 appoint City Councilmembers as liaisons to advisory boards and commissions, local committees, and certain regional committees for 2026-2027.

### ISSUE/DISCUSSION

It has been the City Council's customary practice to assign City Councilmembers as liaisons each year. In accordance with [City Council Rules of Procedure Section 2.3\(C\)\(6\)](#), Mayor Rosenbaum in consultation with Deputy Mayor Becker, assign Councilmembers to serve as liaisons to advisory boards and commissions and to serve on standing City Council committees, local committees, and certain regional committees.

The 2026-2027 City Council liaison appointments are attached as Exhibit 1 which will be added to the packet on January 20, 2026.

### RECOMMENDED ACTION

No action necessary.

# 2026–2027 City Council Liaison Assignments

		Anderl	Becker	Hsieh	Reynolds	Rosenbaum	Weiker	Weinberg
<b>City Boards and Commissions</b>								
Arts Council (1)	3rd Wed Qrtly*   5:30 pm   Chambers & Zoom							
Disability Board (2)	2nd Thu of EO Month   4 pm   Teams							
Open Space Conservancy Trust (1)	3rd Thu Qtrly*   5 pm   Chambers & Zoom							
Parks & Recreation Commission (1)	1st Thu   5 pm   Chambers & Zoom							
Utility Board (1)	2nd Tue (as needed)   5 pm   Zoom		Alternative					
<b>Local Assignments</b>								
MISD PTA Council (1)	2nd Wed   9:30 am–12 pm							
MISD Superintendent's Community Advisory Council (1)	Quarterly Meetings							
MISD Superintendent's Equity Advisory Council (SEAC) (1)	Quarterly Meetings							
Merger Island PTA Advocacy Committee (1)	(First Friday 12-1)	-----	-----	-----	-----	-----	-----	-----
Healthy Youth Initiative Community Coalition (1)	3rd Wed   3:30-4:30 pm	-----	-----	-----	-----	-----	-----	-----
Chamber of Commerce Board (1)								
King County Solid Waste Advisory Committee (1)								
<b>Regional Assignments</b> (appointed by Mayor & Deputy Mayor)								
Eastside Transportation Partnership (2)	2nd Fri   7:30-9 am   Bellevue							
King County-Cities Climate Collaboration (K4C) (3)	Varies							
Renton Airport Advisory Committee (RAAC) (1)	Varies							
SCA Public Issues Committee (PIC) (2)	2nd Wed   7-9 pm   Zoom			Alternative				
WRIA 8 Salmon Recovery Council (1)	3rd Thu of EO Month   2-4:15 pm   Bellevue							
ARCH Council of Elected Officials 2026 Pilot (1)								
<b>Regional Assignments</b> (appointed by SCA – changes annually)								
King County LEOFF 1 Disability Retirement Board								



## BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 6839  
January 20, 2026  
Regular Business

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB 6839: 2027-2028 Budget Planning Overview – <i>added 1/16/2026</i>	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>RECOMMENDED ACTION:</b>	Receive report. No action necessary.	

<b>DEPARTMENT:</b>	Finance
<b>STAFF:</b>	Matthew Mornick, Finance Director
<b>COUNCIL LIAISON:</b>	
<b>EXHIBITS:</b>	<ol style="list-style-type: none"> <li>1. City of Mercer Island Funds by Type and Purpose.</li> <li>2. Tentative 2027-2028 Biennial Budget Development Schedule.</li> <li>4. Focus efforts and actions to be an environmentally and fiscally sustainable, connected, and diverse community.</li> </ol>
<b>CITY COUNCIL PRIORITY:</b>	

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

### EXECUTIVE SUMMARY

This agenda bill provides background on the City's financial operations, emerging priorities, and a look ahead at the schedule to develop the 2027-2028 Biennial Budget.

- Every two years, the Mercer Island City Council adopts a financial plan that covers a two-year period, known as a biennium. The current 2025-2026 Budget is a balanced \$222 million plan that emphasizes prudent fiscal management while tackling a backlog of infrastructure needs.
- Staff is in the process of closing out fiscal year 2025. Information on the City's financial position at 2025 year-end will be presented to the City Council in April/May 2026. Meanwhile, efforts are also underway to begin drafting the 2027-2028 Preliminary Budget.
- Staff will be engaging with the City Council early in 2026 to inform the budget development process. Discussions over the next several months will address next steps for facility planning replacement and review planned investments underway in the capital improvement program.
- A key focus in 2027 and 2028 will be to prioritize how to fund general government operations within budget limitations and develop a long-term sustainable funding strategy for the General Fund and the Youth and Family Services Fund.
- Staff will return incrementally to the City Council this year to request additional budget authority to address emerging needs and seek policy direction to inform goals and objectives for the 2027-2028 biennium.

## BACKGROUND

Every two years, the Mercer Island City Council adopts a financial plan that covers a two-year period, known as a biennium. The current biennial budget includes the 2025 and 2026 fiscal year. Adopted by the City Council on December 3, 2024 ([AB 6585](#)), this budget serves as the primary financial and policy plan, detailing what the City will achieve as outlined in the work plan, and how the City will pay for these operational services and capital improvements.

The 2025-2026 budget is a balanced \$222 million plan that emphasizes prudent fiscal management while tackling a backlog of infrastructure needs.

To track how these resources are invested and prepare for the 2027-2028 biennial budget process this year, it is important to distinguish between the operating and capital components of the budget, how the City uses fund accounting to ensure the use of public funds is transparent and invested as intended, and the differences between restricted versus unrestricted resources.

This information is foundational to maintaining a long-term view of the City's financial position while prioritizing the many immediate needs facing City operations with limited financial resources in the 2027-2028 biennium.

### **Operating Budget Versus Capital Improvement Program Budget**

The operating budget is the central financial planning document that embodies all operating revenue and expenditure decisions. It establishes what programs, projects, and day-to-day operations will be funded in each department within the confines of anticipated municipal revenues.

Different funds pay for different elements of the City's operating budget. However, the General Fund, Youth and Family Services (YFS) Fund, and Development Services Fund finance most of the day-to-day City operations and makeup mostly non-capital related expenses. The City's enterprise funds for the water, sewer, and stormwater utilities as well as the Street Fund include both operating and capital expenses.

In May 2025, the City Council received a six-year forecast of the General and YFS Funds ([AB 6680](#)). At the time, General Fund expenditures were projected to meet budget expectations in the current biennium and outpace revenues by approximately \$1.6 million in 2027. The General Fund's available fund balance is projected to sustain operations until early 2029, when the available fund balance is then projected to go negative.

The YFS Fund's operating balance is projected to be fully spent this biennium. By 2027, projections indicate an \$800,000 annual operating deficit that will grow over time.

The capital budget – also known as the City's Capital Improvement Program (CIP) – is the six-year financial plan to acquire, expand, or rehabilitate land, technology, buildings, and other major public infrastructure. Although the CIP planning horizon spans six years, funding for the plan is allocated every two years as part of the biennial budget process.

The 2025–2026 CIP includes 148 active projects totaling \$105.5 million. The planned capital projects include infrastructure investments in parks, utilities, streets, transportation, technology, and buildings. In October

2025, the City Council received an overview of the capital improvement program including highlights of projects currently underway ([AB 6790](#)).

Consistent with the City's financial management policies, CIP funding through 2026 relies on existing, available fund balances, projected revenues from real estate excise taxes, state shared revenues, and utility rates, along with the prudent use of outside funding including state and federal grants.

The City's operating and capital budgets are separate because they pay for different goods and services, use different resources, and plan for different lengths of time. However, the two budgets are codependent. For example, in September 2025 when the City acquired a new building at 9655 SE 36th Street ("9655 Building") in part with capital budget resources, additional operating budget resources were required to begin operating and maintaining the facility.

This distinction between the operating and capital budgets is further shaped by the legal and policy constraints placed on the City's revenue sources. While the operating budget mostly uses unrestricted revenues – such as property taxes that provide flexibility to fund broad community services – the capital budget often relies on restricted revenues that are legally "earmarked" for specific purposes.

### Fund Accounting

In Washington State, local governments use fund accounting to ensure public funds are spent exactly as intended via state law, local policy, or as outlined in the biennial budget. Instead of one big "checking account," the City of Mercer Island divides resources into multiple independent "funds," each acting as a separate accounting entity.

The Washington State Auditor's Office publishes and regularly updates the Budgeting, Accounting, and Reporting System (BARS) manual, which governs how cities organize and manage the public's resources in separate funds (RCW 43.09.200).

City Funds are organized into seven different types as outlined by the BARS manual. Exhibit 1 outlines in detail the City's 19 different active funds by type and purpose.

- **General Purpose Funds** account for daily operations like police, fire, and internal service departments. If money doesn't legally have to be anywhere else, it lives here.
- **Special Revenue Funds** account for the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.
- **Debt Service Funds** account for resources set aside to pay the principal and interest on the City's long-term loans or bonds. Debt is a priority obligation, meaning it cannot be deferred in times of financial difficulty.
- **Capital Project Funds** include financial resources for the acquisition or construction of capital facilities other than those financed by Enterprise or Internal Service Funds.
- **Enterprise Funds** account for government activities that are financed and operated like a private business. Costs of providing services to the community are primarily financed by user fees.
- **Internal Service Funds** account for the financing – on a cost-reimbursement basis – of goods and services provided by one department of the City to another department.
- **Trust Funds** account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, and other governments.

Aside from the General Fund, each of the City's 19 funds among the seven different fund categories are created for a specific purpose. For example, the "Street Fund" is a special revenue fund that organizes the revenues and expenditures associated with investments in the transportation network. Revenues in the Street Fund are largely restricted to transportation. The City cannot legally use Street Fund resources to pay for public safety operations like police or emergency medical services.

### **Restricted Versus Unrestricted Resources**

To comply with state laws and local policies, the City's [financial management policies](#) distinguish between restricted and unrestricted resources. Restricted revenues are funds with enforceable limitations as mandated by state law and local policy set by the City Council. Most often these constraints are imposed by parties outside Mercer Island.

Unrestricted revenues are general purpose revenues. The most common are the City's portion of property tax and sales tax. These are deposited into the General Fund and can be used for any municipal purpose, such as public safety, park maintenance, internal services (e.g., finance, legal, and human resources), and any other general government operation.

This distinction creates transparency with the use of public funds. More specifically, it ensures funding remains tied to the specific purpose for which it was collected.

For example, state laws limit how fuel tax revenues can be used (RCW 46.68). Eligible use is limited to maintaining the City's transportation network (e.g., filling potholes, paving streets, and maintaining traffic lights), which is why this revenue is distributed to the City's Street Fund.

In 2022, the Mercer Island community approved the 2022 parks levy – a property tax lid lift that per state law (RCW 84.55.050) generates resources that are restricted in the budget based on the levy ballot proposition voters approved. The 2022 parks levy funds must go to the operations and maintenance of parks and open spaces, including Luther Burbank Park, and fund playground replacements and forest restoration in Pioneer Park and Engstrom Open Space.

Real estate excise tax (REET) is the 0.5% tax paid by the seller in property transactions. This is the largest source of revenue for capital projects in the Street and Capital Improvement Funds. State law restricts the use of REET revenues. REET-1 (the 1st quarter of 1% of the sale price) may be used for streets, parks, utilities, or facilities. REET-2 (the 2nd quarter of 1% of the sale price) may be used for streets, parks, or utilities, but may not be used for facilities. Neither REET-1 nor REET-2 may be used for equipment or technology.

Per City Council policy established in 2019, the City's financing strategy for the capital budget commits all REET-1 revenues to the Capital Improvement Fund. REET-2 is split – 10% goes to the Capital Improvement Fund and the remaining 90% to the Street Fund for the construction and maintenance of the transportation network.

It is within the City Council's discretion to modify the REET financing strategy during the 2027-2028 biennial budget process based on near and long-term CIP projects and the available resources to fund these infrastructure needs.

At the halfway point of the 2025-2026 biennial budget, staff is focused on completing the goals and objectives as outlined in the operating budget work plan and capital improvement program as well as preparing for the 2027-2028 biennium. This requires seeing through significant work within the limitations of the City's

personnel and financial resources while also responding to several emerging needs leading into the 2027-2028 biennium.

Staff is in the process of closing out fiscal year 2025. Information on the City's financial position at 2025 year-end will be presented to Council in April/May 2026.

## ISSUE/DISCUSSION

### 2027-2028 BIENNIAL BUDGET DEVELOPMENT

In 2026, staff will draft the preliminary 2027-2028 Biennial Budget. The biennial budget establishes measurable work plan goals and allows reasonable time to accomplish those goals in the next two years within the confines of anticipated municipal resources.

Prior to its adoption, the City Council will establish priorities for the next two years and provide staff with feedback on the preliminary budget.

A key focus in 2027 and 2028 will be advancing a long-term sustainable funding strategy for the General Fund and the Youth and Family Services Fund. The 2027-2028 budget will be developed during a time when projected revenues received each year may not address the projected annual expenses.

Exhibit 2 outlines the tentative schedule with City Council touchpoints (pink) relative to staff's internal efforts (gray) to develop the 2027-2028 Preliminary Budget and work plan. Budget adoption is estimated for the first City Council meeting in December 2026.

### EMERGING NEEDS

#### ***Major Investments in Parks, Utility Infrastructure and City Facilities***

As mentioned, the 2025-2026 CIP includes 148 active projects totaling \$105.5 million, spanning infrastructure investments in parks, utilities, streets, transportation, and buildings. This represents a significant period of reinvestment in City infrastructure that will continue into the 2027-2028 biennium and beyond.

#### *Clarke and Groveland Park Joint Infrastructure Plan*

Clarke and Groveland parks were developed in the 1960's and 1970's, and their waterfront infrastructure and other amenities are aging and in need of replacement (CIP project 90.25.0013). In March 2025 ([AB 6642](#)), the City Council approved the scope of work and community engagement plan for a Joint Infrastructure Plan to begin planning for these significant infrastructure improvements. Given the type of work anticipated, design, permitting and construction is likely to span several budget cycles.

#### *Luther Burbak Park Waterfront Improvement Project*

Similar waterfront improvements are required at Luther Burbank Park. For context, the docks were built in 1974. The City began the Luther Burbank Park Waterfront Improvements Project in 2018 and is currently finalizing design and permitting. Like the Clarke and Groveland project, the Luther Burbank project (CIP project 90.25.0020) requires extensive permitting and outside agency coordination and authorization.

Significant outside funding has been secured from the Washington State Recreation and Conservation Funding Board, the U.S. Department of Fish and Wildlife, and the King County Flood Control District and without it, these projects would not be constructed. Staff anticipate going out to bid for the Luther Burbank Project in Q2 2026, with construction anticipated to continue through 2027.

### Water & Sewer Projects

Work is ongoing to replace the City's aging water distribution and sewer conveyance systems. Construction of the new Water Supply Pipeline as well as a comprehensive review of the sewer conveyance system infrastructure, specifically the Lakeline Reach 1 segment, is on the horizon. Both projects require significant investment and outside funding support. This work coincides with major facility replacements and repairs, including replacement of the old City Hall and Public Works Facility and a new HVAC system for the community center.

### **Future of City Facilities**

The City took possession of the 9655 Building in September 2025 ([AB 6714](#)). The roughly 22,000 square foot commercial space will eventually house a portion of City staff who are largely working remotely and in temporary spaces due to the permanent closure of City Hall in 2023.

Work is underway to determine the best use of the limited office space in the near- and long-term. Staff is assessing the building, evaluating necessary repairs and upgrades, and conducting a space planning exercise to make the most efficient and effective use of the 9655 Building. This will inform next steps to address public facility needs in the wake of the outcome of the November 2025 Public Safety and Maintenance (PSM) Facility Bond Measure.

Staff is currently designing a statistically valid survey of Mercer Island residents to receive community input on the recent PSM Bond Measure and inform priorities for future City facility planning. The survey will likely be launched by the end of January, with results available by the first City Council meeting in March.

Space planning and potential facility renovations of the 9655 Building, along with the efforts to determine resident priorities, informs the possibility of returning to voters for another bond measure and/or exploring other alternatives to address the City's facility issues. Much of this work is unbudgeted. However, staff will return to the City Council for input and seek direction incrementally as the facility planning work progresses through 2026.

### **Comprehensive Plan Mandatory Update**

In November 2025, the City Council appropriated \$200,000 for professional services to amend the City's Comprehensive Plan by July 31, 2026, due to the Growth Management Hearings Board's Final Decision and Order (FDO). The FDO was issued in August 2025 following the appeal of the City's Comprehensive Plan periodic update, adopted in late 2024.

The FDO adds to the work plan for the Community Planning and Development Department and many of the City's other operating departments. Staff is developing a land capacity model, analyzing potential development scenarios, developing graphics and visualizations, drafting policies and regulations, modeling impacts to transportation, sewer and water infrastructure, reviewing utility system connection charges, and conducting environmental review.

Additional unbudgeted resources will be required to complete the required scope of work by the July 2026 deadline.

## ***Police Technology***

In December 2025, the City Council appropriated just over \$100,000 to procure a new police in-car digital video recording (DVR) system and a digital evidence management system. The City executed a contract for these technology systems with Axon Enterprise, Inc. Coordination to install the new DVR system in the new patrol vehicles is underway and expected to be completed by spring 2026.

In early 2026, the City Council will receive an appropriation request for a new parking enforcement system that will include one-time and ongoing budgetary impacts. Procurement of a new parking enforcement system is a priority for the Police Department because the current parking enforcement system has failed. Additionally, the opening of the Sound Transit Light Rail Station in spring 2026, and the FIFA World Cup in summer 2026 are expected to increase demand for parking (and parking enforcement) in Town Center.

The appropriation request for the parking enforcement system is expected to be between \$150,000-\$200,000. The recent funds the City received from the Eastside Public Safety Communications Agency (EPSCA) in 2025 represent a potential funding source for this technology. Staff will also apply for grant funding through the Washington Byrne Justice Assistance Grant Innovation Fund. A request for proposals for a new parking enforcement system will be published in early 2026.

The City Council discussion on procurement of a body-worn camera system is anticipated to take place in fall 2026 as part of the biennial budget process. Body-worn cameras will require a larger appropriation compared to the police technology systems referenced above. Specifically, body-worn cameras will require a one-time investment in the equipment and ongoing resources to support the staff position(s) needed to administer the public records component of this program. Procurement of this technology is a high priority for the City and staff are exploring all options to fund and sustain this equipment and the program.

## ***Type-2 Fire Apparatus Acquisition***

The City's type-2 fire apparatus is due for replacement in 2026. The mid-size apparatus – known as a “midi” – was purchased in 2008 and has reached the end of its useful life. It is a custom build, ideal for the unique geography of Mercer Island due to its ability to effectively maneuver on smaller streets and in tighter neighborhood spaces.

Staff estimate the cost of the new apparatus will be between \$750,000 to \$800,000. To support this apparatus replacement, staff are planning to submit a funding request to the State Capital Budget during the 2026 State Legislative Session. The request proposes a 50 – 50 split of fire apparatus costs between state and local funds. The State Capital Budget will not be finalized until March of this year.

The City's Equipment Rental Fund will cover the debt service for the acquisition of the new fire apparatus. Similar to what the City is experiencing with the acquisition of large equipment, the funding mechanisms in place to cover the debt service for this fire apparatus are not keeping pace with the cost of these engines, which continue to steeply increase in price. Even with potential state funding support, the apparatus acquisition in 2026 will result in financial impacts being absorbed in the 2027-2028 biennium, when staff anticipate the City will receive the new fire truck.

## ***Rising Costs of Vehicles and Heavy Equipment***

The Equipment Rental Fund (510) accounts for the cost of maintaining, operating, and replacing City owned vehicles, heavy equipment, and radios. This equipment is funded through internal user charges developed for

each class of vehicle, heavy equipment, and radio system. The financial modeling and assumptions that provide the basis for appropriation to the fund have not kept pace with the increasing cost of equipment in recent years.

For example, the City purchased a type 1 fire apparatus for \$733,000 in 2018. At that time, the City's replacement schedule forecasted a 35% increase to the price by 2025. The City purchased a new type 1 fire apparatus at the end of 2025 for \$1.27 million – which represents a 73% increase since 2018 – double the original forecasted increase. The delivery time for several types of specialized vehicles and equipment has significantly increased. Tariffs and supply challenges further complicate efforts to manage and replace vehicles and equipment.

Staff will discuss updated funding strategies for the Equipment Rental Fund with the City Council as part of the 2027-2028 biennial budget process to ensure budgeted funds keep pace with equipment replacement forecasts.

## **NEXT STEPS**

Exhibit 2 outlines the tentative schedule to develop the 2027-2028 Preliminary Budget. Staff will return to the City Council in February with an overview of the Capital Improvement Program and potential trade-offs to address emerging facility needs with the City's limited capital resources. This discussion will inform the City's financing strategy and priorities for the 2027-2032 Capital Improvement Program.

In April/ May staff will present a financial status update to summarize the City's financial position across all City funds at 2025 year-end. Staff will seek the City Council's input and direction in the year ahead to address emerging needs and inform the service goals and objectives for the 2027-2028 biennium.

## **RECOMMENDED ACTION**

Receive report. No action necessary.

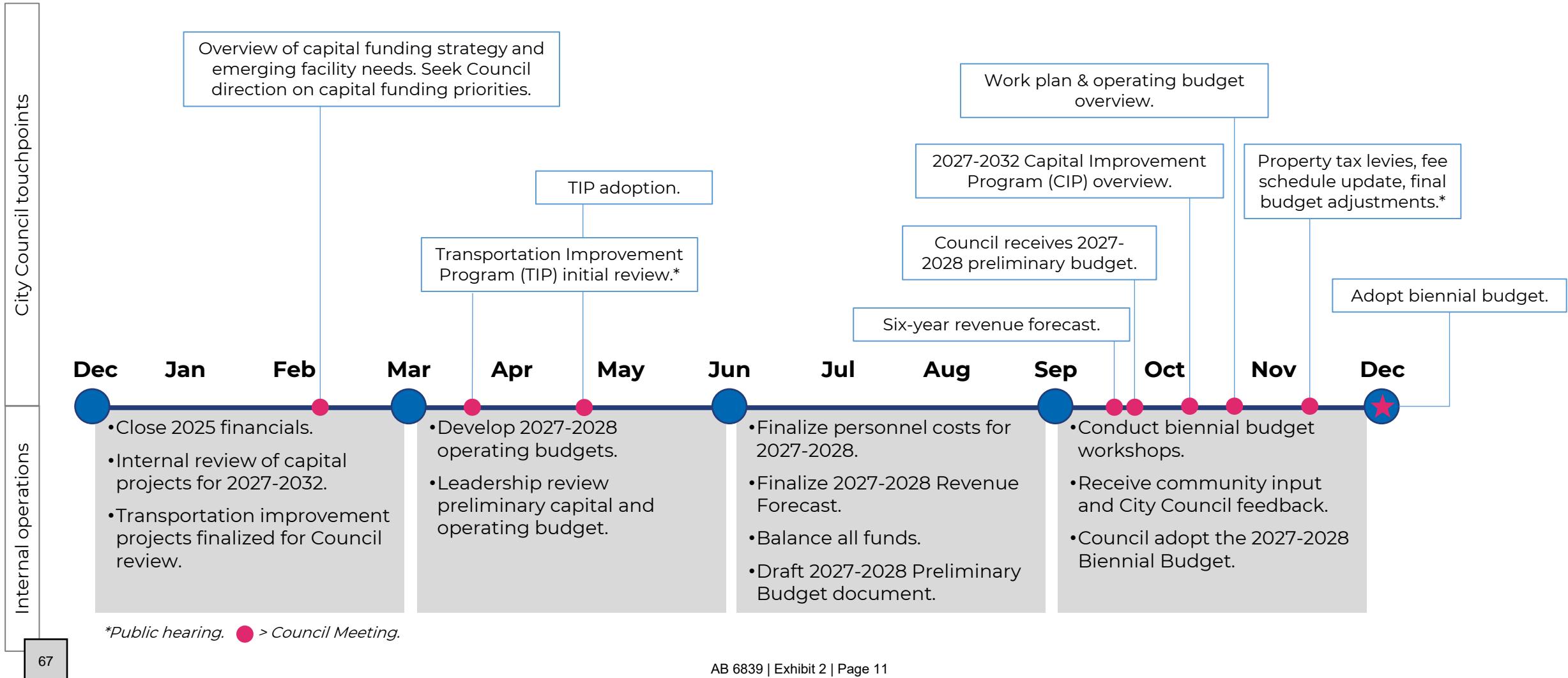
Fund #	Description	Purpose
<b>General Purpose Funds</b>		
001	General Fund	Largest operating fund that accounts for most of the City's general-purpose revenues and government services. It does not include utility-related revenue, and has some restricted revenues tied to criminal justice funding and third-party grants.
010	Self-Insurance Fund	Accounts for payments of deductibles and insurance claims not covered under the City's property insurance policy through the Washington Cities Insurance Authority (WCIA). Expenditures for physical loss to property would be reimbursed through insurance recoveries.
<b>Special Revenue Funds</b>		
110	Street Fund	Accounts for revenues restricted to expenditures for transportation system improvements. Fuel taxes are restricted to transportation. REET-2 can be used for streets, parks, or utilities, but not facilities, technology, or government equipment.
130	Contingency Fund	Accounts for resources to address significant unanticipated situations to general government operations including a revenue shortfall, a non-recurring expenditure, and an increase in service delivery costs. The target funding threshold is 12.5% of General Fund expenditures.
140	1% For the Arts Fund	Accounts for the 1% contribution from Capital Improvement Program (CIP) projects, excluding utilities, technology, and equipment restricted to the acquisition, installation, repair and maintenance of public art. No part of the funds pay for administrative staffing expenses.
160	Youth and Family Services (YFS) Fund	Accounts for revenues and expenditures related to the YFS Department including thrift shop operations, individual and family Counseling, senior services, emergency assistance, and the school-based services program. YFS is largely supported by the General Fund, donations, grants, and the MIYFS Foundation.
180	Development Services Fund	Accounts for revenues and expenditures restricted to land use, development engineering, and development permitting.
<b>Debt Service Funds</b>		
210	Bond Redemption (Voted)	Accounts for voter approved property tax levies dedicated to paying the debt service (e.g., principal and interest) on unlimited tax general obligation (UTGO) bonds.
220	Bond Redemption (Non-Voted)	Accounts for revenues dedicated to paying the debt service on non-voted limited tax general obligation (LTGO) bonds.
<b>Capital Project Funds</b>		
320	Capital Improvement Fund	Accounts for revenues that can be spent on parks, open spaces, and facility-related capital projects.
330	Technology and Equipment Fund	Accounts for capital investments in technology software, furnishings, and equipment.
350	Municipal Facility Replacement Fund	Accounts for resources accumulated to address short- and long-term municipal facility needs in the wake of closing City Hall in April 2023.

Fund #	Description	Purpose
<b>Enterprise Funds</b>		
410	Water Fund	Accounts for the administration, operations, maintenance, and capital investment related to water services to the City's residential, commercial, and public customers. Fees for water services are restricted to the utility's operations and capital improvements.
420	Sewer Fund	Accounts for the administration, operation, maintenance, and capital investment related to sewer services to the City's residential, commercial, and public customers. Fees for sewer services are restricted to the utility's operations and capital improvements.
430	Storm Water Fund	Accounts for the administration, operations, maintenance, and capital investment related to stormwater management services to the City's residential, commercial, and public customers. Fees for storm water services are restricted to the utility's operations and capital improvements.
<b>Internal Service Funds</b>		
510	Equipment Rental Fund	Accounts for the cost of maintaining, operating, and replacing City owned vehicles, heavy equipment, and radios. This equipment is funded through internal user charges developed for each class of vehicle, heavy equipment, and radio system.
520	Computer Equipment Fund	Accounts for the cost of operating, maintaining, and replacing City owned computer-related hardware and equipment (e.g., servers, networks, PCs, laptops, printers, and phones). Computer equipment is funded through internal user charges developed for each type of technology-related device.
<b>Trust Fund</b>		
610	Firefighters Pension Fund	Accounts for pension benefits available to firefighters hired on or before March 1, 1970. On that date the Washington Law Enforcement Officers' and Firefighters' System (the LEOFF Retirement Plan) was established. The Firefighters Pension Fund retains the responsibility for all benefits payable to eligible members or their survivors.

# 2027-2028 Biennial Budget Schedule

Item 9.

*subject to change*





# 2026 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.

FEBRUARY 3, 2026		DD 1/22	FN 1/23	CA 1/23	Clerk 1/26	CM 1/26			
ITEM TYPE   TIME   TOPIC				STAFF					
<strong>STUDY SESSION</strong>									
<strong>SPECIAL BUSINESS</strong>									
30	AB xxxx: 2024 Financial, Accountability & Federal Audit Exit Conference				Matt Mornick/LaJuan Tuttle				
30	AB xxxx: Sound Transit Presentation				Jessi Bon/David Sandler				
<strong>CONSENT AGENDA</strong>									
--	AB xxxx: January 25, 2026 Payroll Certification				Ali Spietz/Nicole Vannatter				
--	AB xxxx: Certification of Claims January 1-15, 2026				LaJuan Tuttle/Ashley Olson				
<strong>REGULAR BUSINESS</strong>									
30	AB xxxx: CIP Funding Priorities				Jason Kintner/ Matt Mornick				
30	AB xxxx: Forged Fiber 37, LLC Franchise Agreement (1 <sup>st</sup> Reading)				Rebecca Corigliano				
	AB 6841: 2025-2026 Work Plan Update				Jessi Bon				
<strong>EXECUTIVE SESSION</strong>									

FEBRUARY 5, 2026 SPECIAL MEETING – 6:00 PM		DD	FN	CA	Clerk	CM			
ABSENCES:									
JOINT MEETING WITH MERCER ISLAND SCHOOL BOARD IN PERSON @ SCHOOL DISTRICT ADMINISTRATION BUILDING BOARD ROOM									
<strong>FEBRUARY 17, 2026</strong>									
ABSENCES:		DD 2/5	FN 2/6	CA 2/6	Clerk 2/9	CM 2/9			
ITEM TYPE   TIME   TOPIC				STAFF					
<strong>STUDY SESSION</strong>									
<strong>SPECIAL BUSINESS</strong>									
<strong>CONSENT AGENDA</strong>									
--	AB xxxx: February 10, 2026 Payroll Certification				Ali Spietz/Nicole Vannatter				

--	AB xxxx: Certification of Claims January 16-31, 2026	LaJuan Tuttle/Ashley O	Item 10.
--	AB xxxx: Rare Disease Day, Proclamation No. xxx	Mayor Rosenbaum/Andrea Larson	

#### REGULAR BUSINESS


#### EXECUTIVE SESSION

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<b>MARCH 3, 2026</b> ABSENCES: Larson	DD 2/19	FN 2/20	CA 2/20	Clerk 2/23	CM 2/23
<b>ITEM TYPE   TIME   TOPIC</b>					<b>STAFF</b>
<b>STUDY SESSION</b>					
	AB xxxx: Sustainability Work Program Annual Update				Jason Kintner/Kellye Hilde/ Alaine Sommargren/Alanna DeRogatis
30	AB 6836: Electric Vehicle Charging Infrastructure Plan Project Update				Jason Kintner/Kellye Hilde/ Alaine Sommargren/Alanna DeRogatis

#### SPECIAL BUSINESS

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#### CONSENT AGENDA

--	AB xxxx: February 25, 2026 Payroll Certification	Ali Spietz/Nicole Vannatter
--	AB xxxx: Certification of Claims February 1-15, 2026	LaJuan Tuttle/Ashley Olson
--	AB xxxx: Forged Fiber 37, LLC Franchise Agreement (Ord. No. XX-XX; 2 <sup>nd</sup> Reading and Adoption)	Jason Kintner/Rebecca Corigliano
--	AB xxxx: Island Crest Way Corridor Improvements Trail Easement	Jason Kintner/Rebecca Corigliano
--	AB xxxx: Safe Streets and Roads for All Program Grant Agreement	Jason Kintner/Rebecca Corigliano

#### REGULAR BUSINESS

15	AB xxxx: Arts Council and Open Space Conservancy Trust Vacancy Appointments	Mayor Rosenbaum/Andrea Larson

#### EXECUTIVE SESSION

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MARCH 17, 2026		DD 3/5	FN 3/6	CA 3/6	Clerk 3/9	Item 10. 3/9
ITEM TYPE   TIME   TOPIC			STAFF			
<b>STUDY SESSION</b>						
	AB xxxx: Deane's Children's Park Site Plan – Preferred Site Plan Review			Jason Kintner/Kellye Hilde/ Shelby Perrault		
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
--	AB xxxx: March 10, 2026 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Certification of Claims February 16-28, 2026			LaJuan Tuttle/Ashley Olson		
--	AB xxxx: Vietnam Veteran's Day, Proclamation No. xxx			Mayor Rosenbaum/Andrea Larson		
--	AB xxxx: 76 <sup>th</sup> Avenue SE Mid-Block Crossing and ADA Improvements Bid Award			Jason Kintner/Clint Morris/Rebecca Corigliano		
<b>REGULAR BUSINESS</b>						
	AB xxxx: Luther Burbank Park Waterfront Improvements – Bid Award			Jason Kintner/Kellye Hilde/ Shelby Perrault/Sarah Bluvas		
60	AB xxxx: 2027-2032 Six-Year Transportation Improvement Program (TIP) Preview and Public Hearing			Jason Kintner/Clint Morris/Rebecca Corigliano/Ian Powell		
<b>EXECUTIVE SESSION</b>						

APRIL 7, 2026		DD 3/26	FN 3/27	CA 3/27	Clerk 3/30	CM 3/30
ABSENCES:						
ITEM TYPE   TIME   TOPIC			STAFF			
<b>STUDY SESSION</b>						
	AB xxxx: Clarke & Groveland Infrastructure Plan – Preferred Infrastructure Plan Review			Jason Kintner/Kellye Hilde/ Shelby Perrault/Sarah Bluvas		
<b>SPECIAL BUSINESS</b>						
<b>CONSENT AGENDA</b>						
--	AB xxxx: March 25, 2026 Payroll Certification			Ali Spietz/Nicole Vannatter		
--	AB xxxx: Certification of Claims March 1-15, 2026			LaJuan Tuttle/Ashley Olson		
--	AB xxxx: Autism Acceptance Month, Proclamation No. xxx			Mayor Rosenbaum/Andrea Larson		
--	AB xxxx: Sexual Assault Awareness Month, Proclamation No. xxx			Mayor Rosenbaum/Andrea Larson		
<b>REGULAR BUSINESS</b>						

<b>EXECUTIVE SESSION</b>			