



CITY OF MERCER ISLAND

CITY COUNCIL REGULAR VIDEO MEETING

Tuesday, October 19, 2021, at 5:00 PM

COUNCIL MEMBERS:

Mayor Benson Wong, Deputy Mayor Wendy Weiker,
Councilmembers: Lisa Anderl, Jake Jacobson,
Salim Nice, Craig Reynolds, David Rosenbaum

LOCATION & CONTACT:

Mercer Island City Hall – Via Zoom
9611 SE 36th Street | Mercer Island, WA 98040
Phone: 206.275.7793 | www.mercerisland.gov

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 206.275.7793.

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

Registering to Speak: Individuals wishing to speak live during Appearances will need to register their request with the City Clerk at **206.275.7793** or email the [City Clerk](#) and leave a message before 4 PM on the day of the Council meeting. Please reference "Appearances" on your correspondence. Each speaker will be allowed three (3) minutes to speak. A timer will be visible online to speakers, City Council, and meeting participants. Please be advised that there is a time delay between the Zoom broadcast and the YouTube or Channel 21 broadcast.

Public Appearances: Notify the [City Clerk](#) in advance that you wish to speak on camera and staff will be prepared to permit temporary video access when you enter the live Council meeting. Please remember to activate the video option on your phone or computer, ensure your room is well lit, and kindly ensure that your background is appropriate for all audience ages. Screen sharing will not be permitted, but documents may be [Emailed to Council](#).

Join by Telephone at 5:00 PM: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **847 3124 7693** and Password **730224** if prompted.

Join by Internet at 5:00 PM: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **847 3124 7693**; Enter Password **730224**
- 4) The City Clerk will call on you by name or refer to your email address when it is your turn to speak. Please confirm that your audio works prior to participating.

Submitting Written Comments: Written comments may be submitted at the Mercer Island [Let's Talk Council Connects](#) page. Written comments received by 3 PM on the day of the meeting will be forwarded to all Councilmembers and a brief summary of the comments will be included in the minutes of the meeting.

CALL TO ORDER & ROLL CALL, 5 PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

CITY MANAGER REPORT

APPEARANCES

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

CONSENT AGENDA

1. Approval of **Certification of Claims** for the period ending:
September 30, 2021, in the amount of \$747,929.60
Recommended Action: Certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.
2. Claims Reporting for **Electronic Funds Transfer** for the months ending:
A) August 31, 2021 in the amount of \$3,313,630.81
B) September 20, 2021 in the amount of \$2,132,627.13
Recommended Action: Certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.
3. Approval of the Payroll Certification for the following period ending:
AB 5963: October 8, 2021 Payroll Certification in the amount of \$790,851.09
Recommended Action:
Approve the October 8, 2021 Payroll Certification in the amount of \$790,851.09 and authorize the Mayor to sign the certification on behalf of the entire City Council.
4. Approve **Minutes** of the following meetings:
A) September 21, 2021 Regular Meeting
B) October 5, 2021 Special Meeting
5. Ordinance Amending MICC 2.08.020 to include Juneteenth as a Legal Holiday of the City (Ord. No. 21C-24 Second Reading)
Recommended Action:
Adopt Ordinance No. 21C-24 Amending MICC 2.08.020 to add Juneteenth as a Legal Holiday of the City.
6. AB 5946: 2022-2025 Eastside Transportation Partnership (ETP) Interlocal Agreement
Recommended Action:
Authorize the City Manager to execute the 2022-2025 Eastside Transportation Partnership Interlocal Agreement.
7. AB 5959: US Climate Mayors initiative
Recommended Action:
Authorize Mayor Wong to Sign-on to the US Climate Mayors initiative.
8. AB 5955: One-Year Extension of the 2019-2021 Fire Collective Bargaining Agreement
Recommended Action:
Authorize the City Manager to sign the 2021 Extension of the 2019-2021 Fire Collective Bargaining Agreement with the Professional Firefighters Association of Mercer Island (IAFF Local 1762) for the period of January 1, 2022 through December 31, 2022, in substantially the form attached hereto as Exhibit 1.

REGULAR BUSINESS

9. AB 5952: Development Code Amendment ZTR19-003 Signage (Ord. No. 21C-21 Second Reading)
Recommended Action:
Adopt Ordinance No. 21C-21 amending the temporary non-commercial sign regulations in MICC 19.06.020.
- ~~10. AB 5956: Community Conversations on Diversity, Equity and Inclusion~~
~~**Recommended Action:**~~
~~Direct City Staff to prepare an appropriation request of approximately \$60,000 to include in the mid-biennial budget adjustment process in support of a community conversations series in partnership with ONE MI and Do the Work MI.~~
11. AB 5957: Youth & Family Services Emergency Assistance Update
Recommended Action:
Receive report. No action necessary.

[12.](#) AB 5961: American Rescue Plan Act (ARPA) Funding Discussion, including sewer and water projects overview.

Recommended Action:

Receive report and provide staff direction on the use of ARPA funds;

Confirm which of the utility projects presented staff should work to accelerate; and

Appropriate \$1,171,500 of ARPA funds to address immediate operational needs within the organization.

[13.](#) AB 5962: 2021 Board and Commission Appointments

Recommended Action:

Approve Resolution No. 1603 appointing members to fill the vacancies on the Arts Council and Design Commission.

OTHER BUSINESS

[14.](#) Planning Schedule

15. Councilmember Absences & Reports

ADJOURNMENT

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	209201-209254	9/30/2021	\$747,929.60
			\$747,929.60

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209250	US BANK CORP PAYMENT SYS	E-gift card	50.00
	00209250	US BANK CORP PAYMENT SYS	Recruitment advertisement	45.00
	00209250	US BANK CORP PAYMENT SYS	Recruitment advertisement	45.00
	00209250	US BANK CORP PAYMENT SYS	Recruitment advertisement	45.00
	00209250	US BANK CORP PAYMENT SYS	PFML payments	9.08
<i>Org Key: DS0000 - Development Services-Revenue</i>				
P0112217	00209207	BELLEVUE, CITY OF	Q3 MBP fees	9,615.27
P0112215	00209224	KC RECORDS	Recorders office escrow account	2,263.50
	00209240	OVERLAKE HEATING & AIR CONDTN	REFUND PERMIT # 2108-171	141.60
<i>Org Key: DS1100 - Administration (DS)</i>				
P0112209	00209215	FEHR & PEERS	Impact Fee update	8,155.60
P0112213	00209215	FEHR & PEERS	Impact fees update	8,104.20
P0112206	00209210	COMMUNITY ATTRIBUTES INC.	Town Center economic analysis	2,618.75
P0112216	00209215	FEHR & PEERS	Impact fee update	1,391.00
P0112208	00209213	ESA	Peer review of MI Treehouse	567.75
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	431.32
P0112204	00209202	APA WA	Job posting advertisement with	100.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	100.00
	00209250	US BANK CORP PAYMENT SYS	Services - Bankcard Fees	54.10
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	50.00
P0112212	00209252	WABO	Job posting in WABO for inspec	50.00
P0112212	00209252	WABO	Job posting advertisement in WA	50.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	49.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	33.51
<i>Org Key: DS1200 - Bldg Plan Review & Inspection</i>				
P0112211	00209246	SAFEUILT WASHINGTON LLC	Inspection services for Aug 20	1,215.00
<i>Org Key: FN1100 - Administration (FN)</i>				
	00209250	US BANK CORP PAYMENT SYS	Small Tools & Equipment	440.39
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	395.00
	00209250	US BANK CORP PAYMENT SYS	Office Supplies	42.87
<i>Org Key: FR1100 - Administration (FR)</i>				
	00209250	US BANK CORP PAYMENT SYS	Membership/Mandella	260.00
	00209250	US BANK CORP PAYMENT SYS	FO 2020/Kissel	162.95
	00209250	US BANK CORP PAYMENT SYS	Washing Machine Hinges	110.08
	00209250	US BANK CORP PAYMENT SYS	This should be for washing mac	55.04
	00209250	US BANK CORP PAYMENT SYS	August Amazon Prime	14.30
	00209250	US BANK CORP PAYMENT SYS	Stationery Bike Straps	13.86
	00209250	US BANK CORP PAYMENT SYS	Office Supplies/pen refills	12.93
<i>Org Key: FR2100 - Fire Operations</i>				
	00209218	GAINES, ERIC	spring COVID training reissue	866.25
	00209250	US BANK CORP PAYMENT SYS	Rehab Food for Call 1786/Car F	81.02
	00209250	US BANK CORP PAYMENT SYS	Ship package to NW Safety Clea	16.83
	00209250	US BANK CORP PAYMENT SYS	Ship return to Kroesen's	11.81
	00209250	US BANK CORP PAYMENT SYS	Package shipment to NW Safety	6.90
	00209250	US BANK CORP PAYMENT SYS	Fuse for MI100	6.49
<i>Org Key: GGM001 - General Government-Misc</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0112210	00209243	POT O' GOLD INC	Water cooler August	27.50
P0112210	00209243	POT O' GOLD INC	Water cooler September	27.50
<i>Org Key: GGM100 - Emerg Incident Response</i>				
	00209250	US BANK CORP PAYMENT SYS	COVID supplies air filter	44.03
<i>Org Key: IGVO02 - ARCH</i>				
P0112214	00209206	BELLEVUE, CITY OF	2021 ARCH HTF Contributions	35,000.00
P0112207	00209206	BELLEVUE, CITY OF	Q3 Arch contributions	12,555.50
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00209250	US BANK CORP PAYMENT SYS	Tuition & Registrations	900.00
	00209250	US BANK CORP PAYMENT SYS	Computer Supplies	92.47
	00209250	US BANK CORP PAYMENT SYS	Computer Supplies	49.24
	00209250	US BANK CORP PAYMENT SYS	Supplies-Computer Software	46.22
	00209250	US BANK CORP PAYMENT SYS	Professional Services	25.16
	00209250	US BANK CORP PAYMENT SYS	Computer Supplies	19.44
	00209250	US BANK CORP PAYMENT SYS	Professional Services	6.31
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0112192	00209226	KING COUNTY TREASURY	SIGNAL PREVENTATIVE MAINT. PRO	529.58
P0112199	00209222	HOME DEPOT CREDIT SERVICE	TERRACOTTA CEMENT COLOR	15.35
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
P0112236	00209214	EXELTECH	2102 MI LANDSCAPE DESIGN SVCS	6,157.28
P0112235	00209214	EXELTECH	2102 MI LANDSCAPE DESIGN SVCS	2,113.32
<i>Org Key: MT3100 - Water Distribution</i>				
P0112202	00209221	H D FOWLER	REDUCERS & BOLT KIT	956.37
P0112248	00209220	GRAINGER	PLASTIC TRASH CAN	159.53
P0112201	00209222	HOME DEPOT CREDIT SERVICE	PIPE FITTINGS	56.77
P0112202	00209221	H D FOWLER	CREDIT FOR RETURNED REDUCERS &	-956.37
<i>Org Key: MT3150 - Water Quality Event</i>				
P0112202	00209221	H D FOWLER	INBOUND FREIGHT FOR REPAIR KIT	34.41
<i>Org Key: MT3300 - Water Associated Costs</i>				
	00209250	US BANK CORP PAYMENT SYS	Water Distribution Manager Cer	400.00
P0112198	00209254	WORKWEAR PLACE, THE	SAFETY BOOTS & RAINGEAR	302.20
	00209250	US BANK CORP PAYMENT SYS	Cross connection control exam	100.00
	00209250	US BANK CORP PAYMENT SYS	Water distribution manager exa	100.00
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0112219	00209205	AT&T MOBILITY	2021 TELEMETRY	782.07
<i>Org Key: MT3800 - Storm Drainage</i>				
	00209250	US BANK CORP PAYMENT SYS	WDM	400.00
	00209250	US BANK CORP PAYMENT SYS	WDM	400.00
	00209250	US BANK CORP PAYMENT SYS	WDM	400.00
	00209250	US BANK CORP PAYMENT SYS	WDM	87.00
	00209250	US BANK CORP PAYMENT SYS	WDM	87.00
	00209250	US BANK CORP PAYMENT SYS	WDM	87.00
	00209250	US BANK CORP PAYMENT SYS	WDM	1.74
	00209250	US BANK CORP PAYMENT SYS	WDM	1.74

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209250	US BANK CORP PAYMENT SYS	WDM	1.74
<i>Org Key: MT4150 - Support Services - Clearing</i>				
	00209250	US BANK CORP PAYMENT SYS	staff APWA membership	1,435.00
	00209250	US BANK CORP PAYMENT SYS	shop clean-up: lunch for crew	229.84
<i>Org Key: MT4200 - Building Services</i>				
P0112237	00209217	FIRE PROTECTION INC	SPRINKLER REPAIRS / PARTS	2,321.46
P0112241	00209241	PACIFIC AIR CONTROL INC	FIRE STATION #91 4/1/21 TO 6/3	860.71
P0112234	00209208	BULGER SAFE & LOCK	LABOR. REMOVE AND REHANG DOOR,	814.74
P0112238	00209241	PACIFIC AIR CONTROL INC	MERCER ISLAND MAINTENANCE	617.66
P0112240	00209241	PACIFIC AIR CONTROL INC	4/1/21 TO 6/30/21 QUARTERLY MA	603.35
	00209250	US BANK CORP PAYMENT SYS	vacuum cleaner for facilities	370.58
	00209250	US BANK CORP PAYMENT SYS	chargers for custodian cell ph	88.00
	00209250	US BANK CORP PAYMENT SYS	replacement tank for Electrost	38.19
<i>Org Key: MT4300 - Fleet Services</i>				
P0112228	00209232	MI SCHOOL DISTRICT #400	2021 MISD SCHOOL DISTRICT FUEL	11,523.86
P0112221	00209236	NELSON PETROLEUM	2021 DIESEL DELIVERY	2,360.31
P0112232	00209242	PAPE MACHINERY INC	REPAIR PARTS FOR LOADER	880.82
P0112225	00209219	GOODYEAR TIRE & RUBBER CO, THE	2021 TIRE INVENTORY	565.16
P0112227	00209201	ALL BATTERY SALES & SERVICE	BATTERY	150.65
	00209250	US BANK CORP PAYMENT SYS	Fuel for MI-101	46.18
	00209250	US BANK CORP PAYMENT SYS	Fuel for MI-101	46.15
	00209250	US BANK CORP PAYMENT SYS	Fuel for MI-100/Schneider Spr	45.81
	00209250	US BANK CORP PAYMENT SYS	Fuel for MI100/Schneider Sprin	43.03
P0112218	00209248	TACOMA SCREW PRODUCTS INC	MISC. HARDWARE	45.84
	00209250	US BANK CORP PAYMENT SYS	Fuel for MI-100/Schneider Spr	38.13
<i>Org Key: MT4501 - Water Administration</i>				
P0112229	00209247	SEATTLE PUBLIC UTILITIES	AUGUST 2021 WATER PURCHASE	367,656.35
<i>Org Key: MT6100 - Park Maintenance</i>				
	00209250	US BANK CORP PAYMENT SYS	Irrigation	54.80
	00209250	US BANK CORP PAYMENT SYS	irrigation	54.80
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0112197	00209248	TACOMA SCREW PRODUCTS INC	MISC. HARDWARE	192.03
<i>Org Key: MT6600 - Park Maint School Fields</i>				
	00209250	US BANK CORP PAYMENT SYS	Irrigation	14.95
	00209250	US BANK CORP PAYMENT SYS	irrigation	14.95
<i>Org Key: MT6800 - Trails Maintenance</i>				
P0112226	00209222	HOME DEPOT CREDIT SERVICE	MISC. BUILDING MATERIALS	813.01
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	113.82
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	29.95
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0112233	00209249	TORO COMPANY, THE	CONTROLLER REPAIR	371.38
	00209250	US BANK CORP PAYMENT SYS	Irrigation	164.45
	00209250	US BANK CORP PAYMENT SYS	irrigation	164.45
	00209250	US BANK CORP PAYMENT SYS	postage for irrigation clock r	29.64

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PA0100 - Open Space Management</i>				
P0111294	00209203	APPLIED ECOLOGY LLC	21-16K Wildwood Park Open Spac	1,891.89
	00209250	US BANK CORP PAYMENT SYS	Water jug faucet	18.56
<i>Org Key: PA0125 - Mercerdale Playground Improvem</i>				
P0112247	00209237	NEW FINISHES INC	TWO BENCHES FOR MERCERDALE	959.18
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
P0111286	00209233	MONARCH LANDSCAPING WA LLC	21-16C Engstrom Open Space	4,729.50
<i>Org Key: PO1700 - Records and Property</i>				
	00209250	US BANK CORP PAYMENT SYS	Vacuum for Evidence Area	77.06
	00209250	US BANK CORP PAYMENT SYS	Supplies for Records	31.92
	00209250	US BANK CORP PAYMENT SYS	WAPro Membership for Records L	25.00
	00209250	US BANK CORP PAYMENT SYS	Supplies for Records	19.74
<i>Org Key: PO2100 - Patrol Division</i>				
	00209250	US BANK CORP PAYMENT SYS	Paper scanners for Records and	747.57
	00209250	US BANK CORP PAYMENT SYS	uniform pants	344.97
	00209250	US BANK CORP PAYMENT SYS	patrol uniform pants	109.99
	00209250	US BANK CORP PAYMENT SYS	Returned Item to Amazon that w	-896.42
<i>Org Key: PO2450 - Special Operations Team</i>				
	00209250	US BANK CORP PAYMENT SYS	training/legal update registra	139.00
	00209250	US BANK CORP PAYMENT SYS	CATO membership	25.00
<i>Org Key: PO3100 - Investigation Division</i>				
	00209250	US BANK CORP PAYMENT SYS	ALICE instructor school Lum	695.00
<i>Org Key: PO4100 - Firearms Training</i>				
	00209250	US BANK CORP PAYMENT SYS	RED DOT instructor school memb	350.00
	00209250	US BANK CORP PAYMENT SYS	Membership	350.00
	00209250	US BANK CORP PAYMENT SYS	RED DOT instructor school tuit	50.00
	00209250	US BANK CORP PAYMENT SYS	RED DOT instructor school tuit	50.00
<i>Org Key: PO4300 - Police Training</i>				
	00209250	US BANK CORP PAYMENT SYS	Legal update/training registra	499.00
	00209250	US BANK CORP PAYMENT SYS	Records training for Pattajo	399.00
	00209250	US BANK CORP PAYMENT SYS	Pattajo training, Records	250.00
	00209250	US BANK CORP PAYMENT SYS	Records training for Pattajo	250.00
	00209250	US BANK CORP PAYMENT SYS	training manuals	193.92
	00209250	US BANK CORP PAYMENT SYS	RED DOT instructor school	105.60
<i>Org Key: PR2100 - Recreation Programs</i>				
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	157.08
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	16.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	10.00
<i>Org Key: PR4100 - Community Center</i>				
	00209250	US BANK CORP PAYMENT SYS	MICEC back office supplies	219.10
	00209250	US BANK CORP PAYMENT SYS	cleaning towels for MICEC	207.63
	00209250	US BANK CORP PAYMENT SYS	cases for staff phones	48.42
	00209250	US BANK CORP PAYMENT SYS	phone chargers for staff phone	37.25
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	-1.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PRAT40 - Ongoing Art Programs</i>				
P0112205	00209204	ARTSITELTD LLC	Public art maintenance	3,524.30
<i>Org Key: SP0100 - Residential Street Resurfacing</i>				
P0111914	00209253	WATSON ASPHALT PAVING CO	2021 Arterial and Residential	4,487.36
<i>Org Key: SP0102 - East Mercer Way Overlay (SE 53)</i>				
P0111914	00209253	WATSON ASPHALT PAVING CO	2021 Arterial and Residential	142,152.93
<i>Org Key: ST0001 - ST Traffic Safety Enhancements</i>				
P0112243	00209251	WA ST DEPT OF TRANSPORTATION	PROJECT COSTS FOR MAY 2021	725.92
P0112245	00209251	WA ST DEPT OF TRANSPORTATION	PROJECT COSTS FOR JULY 2021	616.28
P0112244	00209251	WA ST DEPT OF TRANSPORTATION	PROJECT COST FOR JUNE 2021	79.71
<i>Org Key: SU0113 - SCADA System Replacement-Sewer</i>				
P0112249	00209216	FERGUSON ENTERPRISES LLC	6" PIPE FITTINGS	983.08
<i>Org Key: SW0100 - Sub Basin 42.1 & 42.1a Waterco</i>				
P0106532	00209235	NATURAL SYSTEMS DESIGN	SUB BASIN 42 WATERCOURSE	6,036.42
<i>Org Key: SW0119 - Conveyance System Assessments</i>				
P0111769	00209239	OSBORN CONSULTING INC	Conveyance System Assessments	11,989.64
<i>Org Key: SW0120 - East Mercer Way Trenchless Cul</i>				
P0111770	00209239	OSBORN CONSULTING INC	East & West Mercer Way Trenchl	8,495.31
<i>Org Key: VCP343 - CIP Parks Salaries</i>				
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	15.52
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	11.32
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P0108944	00209233	MONARCH LANDSCAPING WA LLC	Pioneer Park Restoration Retai	4,080.00
<i>Org Key: WU0100 - Emergency Water System Repairs</i>				
P0111663	00209245	RH2 ENGINEERING INC	RESERVOIR PUMP-MOTOR	11,479.71
<i>Org Key: WU0103 - Water Reservoir Improvements</i>				
P0110616	00209209	COASTAL SERVICES INC	21-11 RESERVOIR IMPROVEMENTS	2,660.00
<i>Org Key: WU0110 - 82 Ave SE, N of SE 24 St Water</i>				
P0111499	00209227	KRAZAN & ASSOCIATES INC	2021 WATER SYSTEMS IMPROVEMENT	2,370.00
<i>Org Key: YF1100 - YFS General Services</i>				
	00209250	US BANK CORP PAYMENT SYS	Telehealth monthly subscriptio	755.29
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	165.14
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	55.05
<i>Org Key: YF1200 - Thrift Shop</i>				
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	348.00
P0112242	00209244	QUENCH USA INC	BILLING PERIOD 8/17/21-11/30/2	265.44
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	186.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	105.09
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	78.08
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	40.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	29.67

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	18.55
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	11.10
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	10.96
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	8.45
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	5.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	3.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	-85.00
<i>Org Key: YF2100 - School/City Partnership</i>				
	00209250	US BANK CORP PAYMENT SYS	School counselors poster	20.43
<i>Org Key: YF2500 - Family Counseling</i>				
	00209250	US BANK CORP PAYMENT SYS	Enhancement for Clinical clien	793.45
	00209250	US BANK CORP PAYMENT SYS	Partial refund of charges	-453.40
<i>Org Key: YF2600 - Family Assistance</i>				
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	1,446.65
	00209250	US BANK CORP PAYMENT SYS	Misc-Emergency Assistance	1,250.00
	00209250	US BANK CORP PAYMENT SYS	Misc-Emergency Assistance	1,000.00
	00209250	US BANK CORP PAYMENT SYS	Misc-Emergency Assistance	1,000.00
	00209250	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	374.97
	00209250	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	370.00
	00209250	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	228.13
	00209250	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	150.00
	00209250	US BANK CORP PAYMENT SYS	For Emergency Assistance clien	38.62
<i>Org Key: YF2850 - Federal SPF Grant</i>				
P0112260	00209234	MONTANA STATE UNIVERSITY	HYI Parent survey	9,500.00
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	1,101.40
	00209250	US BANK CORP PAYMENT SYS	Operating Supplies	300.00
Total				<u>747,929.60</u>

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209201	09/30/2021	ALL BATTERY SALES & SERVICE BATTERY	P0112227	691720	09/24/2021	150.65
00209202	09/30/2021	APA WA Job posting advertisement with	P0112204	1407	08/17/2021	100.00
00209203	09/30/2021	APPLIED ECOLOGY LLC 21-16K Wildwood Park Open Spac	P0111294	1237	08/03/2021	1,891.89
00209204	09/30/2021	ARTSITELTD LLC Public art maintenance	P0112205	1943	08/25/2021	3,524.30
00209205	09/30/2021	AT&T MOBILITY 2021 TELEMETRY	P0112219	X09132021	09/13/2021	782.07
00209206	09/30/2021	BELLEVUE, CITY OF Q3 Arch contributions	P0112214	40346	09/13/2021	47,555.50
00209207	09/30/2021	BELLEVUE, CITY OF Q3 MBP fees	P0112217	40322	09/13/2021	9,615.27
00209208	09/30/2021	BULGER SAFE & LOCK LABOR. REMOVE AND REHANG DOOR,	P0112234	W0-205609	08/23/2021	814.74
00209209	09/30/2021	COASTAL SERVICES INC 21-11 RESERVOIR IMPROVEMENTS	P0110616	RET1563CS-1564CS	09/27/2021	2,660.00
00209210	09/30/2021	COMMUNITY ATTRIBUTES INC. Town Center economic analysis	P0112206	3162	07/31/2021	2,618.75
00209211	09/30/2021	DANIEL, KAMARIA MITV 9/21 Meeting	P0112265	53	09/21/2021	430.00
00209212	09/30/2021	DICKINSON, ASHLEIGH REFUND OVERPAY 00827960002		091621	09/16/2021	1,229.33
00209213	09/30/2021	ESA Peer review of MI Treehouse	P0112208	166455	08/16/2021	567.75
00209214	09/30/2021	EXELTECH 2102 MI LANDSCAPE DESIGN SVCS	P0112236	2102-04	09/13/2021	8,270.60
00209215	09/30/2021	FEHR & PEERS Impact fee update	P0112209	147885	08/15/2021	17,650.80
00209216	09/30/2021	FERGUSON ENTERPRISES LLC 6" PIPE FITTINGS	P0112249	1027629	09/16/2021	983.08
00209217	09/30/2021	FIRE PROTECTION INC SPRINKLER REPAIRS / PARTS	P0112237	65114	09/18/2021	2,321.46
00209218	09/30/2021	GAINES, ERIC spring COVID training reissue		091721	09/17/2021	866.25
00209219	09/30/2021	GOODYEAR TIRE & RUBBER CO, THE 2021 TIRE INVENTORY	P0112225	195-1159643	09/17/2021	565.16
00209220	09/30/2021	GRAINGER PLASTIC TRASH CAN	P0112196	9057979040	09/17/2021	1,214.23
00209221	09/30/2021	H D FOWLER REDUCERS & BOLT KIT	P0112202	I5886959/379/976	08/25/2021	34.41
00209222	09/30/2021	HOME DEPOT CREDIT SERVICE MISC. BUILDING MATERIALS	P0112201	8614413	09/21/2021	885.13
00209223	09/30/2021	HR COMPENSATION CON Class & Comp Study Milestone I	P0112253	MERC21-02	09/22/2021	17,388.00
00209224	09/30/2021	KC RECORDS Recorders office escrow accoun	P0112215	ESCROW742/091621	09/16/2021	2,263.50
00209225	09/30/2021	Kelley, Kevin Returning deposit on file for	P0112224	33519	09/22/2021	120.00
00209226	09/30/2021	KING COUNTY TREASURY SIGNAL PREVENTATIVE MAINT. PRO	P0112192	114295-114296	08/31/2021	529.58

Accounts Payable Report by Check Number

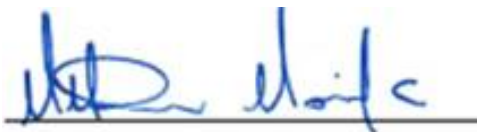
Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209227	09/30/2021	KRAZAN & ASSOCIATES INC 2021 WATER SYSTEMS IMPROVEMENT	P0111499	INVI618820-5832	08/31/2021	2,370.00
00209228	09/30/2021	KRIVANEC, KAY & KENNETH REFUND OVERPAY 0030966401		091621	09/16/2021	46.82
00209229	09/30/2021	LEE, HYUN REFUND OVERPAY 00113842504		091621	09/16/2021	279.17
00209230	09/30/2021	LINDEMAN, LILLIAN REFUND OVERPAY 007749400		091621	09/16/2021	445.81
00209231	09/30/2021	MASTERMARK Notary stamp	P0112250	2828267	09/10/2021	41.28
00209232	09/30/2021	MI SCHOOL DISTRICT #400 2021 MISD SCHOOL DISTRICT FUEL	P0112228	2021-08.31FUEL	09/21/2021	11,523.86
00209233	09/30/2021	MONARCH LANDSCAPING WA LLC Pioneer Park Restoration Retai	P0111286	CD50151257	06/30/2021	8,809.50
00209234	09/30/2021	MONTANA STATE UNIVERSITY HYI Parent survey	P0112260	CHSC780	09/22/2021	9,500.00
00209235	09/30/2021	NATURAL SYSTEMS DESIGN SUB BASIN 42 WATERCOURSE	P0106532	2021-684	08/31/2021	6,036.42
00209236	09/30/2021	NELSON PETROLEUM 2021 DIESEL DELIVERY	P0112221	0775285-IN	09/20/2021	2,360.31
00209237	09/30/2021	NEW FINISHES INC TWO BENCHES FOR MERCERDALE POW	P0112247	19194	09/15/2021	959.18
00209238	09/30/2021	OH CHOCOLATE LOCAL TREATS FOR VOLUNTEERS	P0112266	09222021	09/22/2021	250.00
00209239	09/30/2021	OSBORN CONSULTING INC Conveyance System Assessments	P0111770	6448	09/15/2021	20,484.95
00209240	09/30/2021	OVERLAKE HEATING & AIR CONDTN REFUND PERMIT # 2108-171		2108-171	09/01/2021	141.60
00209241	09/30/2021	PACIFIC AIR CONTROL INC MERCER ISLAND MAINTENANCE SHOP	P0112241	42606	09/10/2021	2,081.72
00209242	09/30/2021	PAPE MACHINERY INC REPAIR PARTS FOR LOADER	P0112232	13053144	09/20/2021	880.82
00209243	09/30/2021	POT O' GOLD INC Water cooler August	P0112210	0313386	08/10/2021	55.00
00209244	09/30/2021	QUENCH USA INC BILLING PERIOD 8/17/21-11/30/2	P0112242	INV03422086	09/01/2021	265.44
00209245	09/30/2021	RH2 ENGINEERING INC RESERVOIR PUMP-MOTOR ASSESMENT	P0111663	83385	09/20/2021	11,479.71
00209246	09/30/2021	SAFEBUILT WASHINGTON LLC Inspection services for Aug 20	P0112211	0080105-IN	08/31/2021	1,215.00
00209247	09/30/2021	SEATTLE PUBLIC UTILITIES AUGUST 2021 WATER PURCHASE	P0112229	OH014609	08/01/2021	367,656.35
00209248	09/30/2021	TACOMA SCREW PRODUCTS INC MISC. HARDWARE	P0112197	160020047-00	09/14/2021	237.87
00209249	09/30/2021	TORO COMPANY, THE CONTROLLER REPAIR	P0112233	196538113	09/17/2021	371.38
00209250	09/30/2021	US BANK CORP PAYMENT SYS Operating Supplies		5539SEPT21	09/06/2021	26,940.56
00209251	09/30/2021	WA ST DEPT OF TRANSPORTATION PROJECT COST FOR JUNE 2021	P0112245	RE41JZ0644L015	08/16/2021	1,421.91
00209252	09/30/2021	WABO Job posting in WABO for inspec	P0112212	41596	09/09/2021	100.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00209253	09/30/2021	WATSON ASPHALT PAVING CO 2021 Arterial and Residential	P0111914	PP#2	08/31/2021	146,640.29
00209254	09/30/2021	WORKWEAR PLACE, THE SAFETY BOOTS & RAINGEAR	P0112198	1524	09/20/2021	302.20
					Total	747,929.60

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
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EFT Payments

August 2021

\$3,313,630.81

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
8/2/2021	Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035 Merchant Fees - Utility Billing	4,990.13
8/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	14.25
8/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS Employee Withholding - Payroll	869.49
8/2/2021	Preauthorized ACH Debit	MERCHANT SERVICE MERCH FEES930553411164783 Merchant Fee - Thrift Shop	903.84
8/2/2021	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 000000000259217 Merchant Fee - MBP.com	1,778.82
8/2/2021	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 8037460410 Merchant Fee - Boat Launch	780.18
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING Merchant Fee - YFS	15.00
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING Merchant Fee - MBP.com	25.00
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING Merchant Fee - Boat Launch	30.00
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE Merchant Fee - Boat Launch	6.45
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE Merchant Fee - YFS	6.45
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE Merchant Fee - YFS	6.45
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE Merchant Fee - CPD	482.27
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA MONTH END Merchant Fee - ACH Payments	10.00
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	3.80
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	4.75
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	6.65
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	6.65
8/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER Driver Abstracts	52.00
8/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	57.95

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
8/4/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY <i>Employee (payroll withholding)</i> <i>Employer Portion</i>	Remit Retirement Contribution \$55,516.74 \$61,336.80 116,853.54
8/5/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 163.70
8/5/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 9.50
8/6/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 5.70
8/6/2021	Outgoing Money Transfer	The Escrow Source	Property Purchase 1,125,823.05
8/6/2021	Outgoing Money Transfer	VEBA Contributions	Employee Benefit 146,564.53
8/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL	Merchant Fee - ACH Payments 108.25
8/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 128.65
8/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 12.35
8/9/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884	Merchant Fee - Parks 469.90
8/9/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882	Merchant Fee - Parks 49.90
8/9/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483292880	Merchant Fee - Parks 11.95
8/10/2021	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884	Recreation Refunds 170.00
8/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 2.85
8/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 10.45
8/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 16.15
8/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoVimly Bene <i>Employee (payroll withholding)</i> <i>Employer Portion</i>	Employee Insurance Premiums \$23,717.50 \$145,242.70 168,960.20
8/11/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 1.90
8/12/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes 177,011.57

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
		Employee (payroll withholding) \$	129,563.91
		Employer Portion \$	47,447.66
8/12/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY Net Payroll	516,501.68
8/12/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	25.00
8/12/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	52.25
8/13/2021	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884 Recreation Refunds	2,011.00
8/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	1,050.00
8/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	13,572.24
8/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	5.70
8/13/2021	Outgoing Money Transfer	FF Dues Employee Withholding - Payroll	2,252.48
8/13/2021	Outgoing Money Transfer	ICMA Employee Withholding - Payroll	32,072.82
8/13/2021	Outgoing Money Transfer	VEBA Contributions Employee Withholding - Payroll	5,885.62
8/16/2021	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884 Recreation Refunds	165.00
8/16/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	8.55
8/16/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	42.75
8/16/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS Employee Withholding - Payroll	844.49
8/17/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE Merchant Fee - ACH Payments	15.00
8/17/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	0.95
8/17/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	6.65
8/17/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	6.65
8/17/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	24.70
8/17/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY Remit Retirement Contribution	116,278.81

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
		Employee (payroll withholding) \$	55,062.56
		Employer Portion \$	61,216.25
8/18/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT Merchant Fee - Thrift Shop	101.68
8/18/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE Merchant Fee - ACH Payments	30.00
8/19/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	453.82
8/19/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	12.35
8/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES ADP Payroll Services	1,663.15
8/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES ADP Payroll Services	2,402.06
8/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	0.95
8/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	1.90
8/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	2.85
8/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	6.65
8/23/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	0.95
8/23/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	14.25
8/23/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER Driver Abstracts	39.00
8/24/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	2.85
8/24/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	7.60
8/24/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	56.05
8/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax Payroll Taxes	178,095.80
		Employee (payroll withholding) \$	130,781.99
		Employer Portion \$	47,313.76
8/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY Net Payroll	525,049.43
8/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL Cayan LLC EDI PYMNTS Merchant Fee - Thrift Shop	5.30

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
8/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 510.64
8/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 3.80
8/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL STATE OF WA-ESD ESD ACH 6	Quarterly Unemployment 214.48
8/26/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Excise Tax Paid 102,564.70
		Water Utility \$ 71,089.55	
		Sewer Utility \$ 25,097.83	
		Stormwater Utility \$ 4,110.41	
		Thrift Shop \$ 2,267.86	
		General \$ (0.95)	
8/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 1,050.00
8/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 11,755.00
8/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - ACH Payments 15.00
8/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 1.90
8/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 1.90
8/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 3.80
8/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll 190.50
8/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE	Employee Withholding - Payroll 866.50
8/27/2021	Outgoing Money Transfer	FF Dues	Employee Withholding - Payroll 2,252.48
8/27/2021	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll 31,708.94
8/27/2021	Outgoing Money Transfer	Kroger	Food Pantry 9,600.00
8/27/2021	Outgoing Money Transfer	VEBA Contributions	Employee Withholding - Payroll 5,979.54
8/30/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE	Employee Withholding - Payroll 777.39
8/30/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 37.05

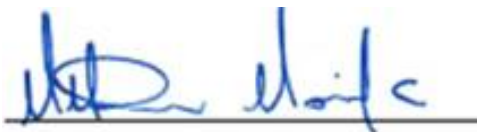
Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
8/30/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS Employee Withholding - Payroll	844.49
8/31/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE Merchant Fee - ACH Payments	30.00
8/31/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	0.95
8/31/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	2.85
8/31/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	10.45
8/31/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	15.20
Total			\$ 3,313,630.81

CERTIFICATION OF CLAIMS

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



Finance Director

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

Mayor

Date

<u>Report</u>	<u>Date</u>	<u>Amount</u>
---------------	-------------	---------------

EFT Payments

September 2021

\$2,132,627.13

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
9/1/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 0.95
9/1/2021	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 000000000259217	Merchant Fee - MBP.com 2,036.25
9/1/2021	Preauthorized ACH Debit	MERCHANT SVCS MERCH FEE 8037460410	Merchant Fee - Boat Launch 662.69
9/2/2021	Preauthorized ACH Debit	DIRECT DEPOSIT BANKCARD 948908660000035	Merchant Fee - Utility Billing 5,965.57
9/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - YFS 15.00
9/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - MBP.com 25.00
9/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AUTHNET GATEWAY BILLING	Merchant Fee - Boat Launch 30.00
9/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 406.86
9/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA MONTH END	Merchant Fee - ACH Payments 10.00
9/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 1.90
9/2/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 3.80
9/2/2021	Preauthorized ACH Debit	MERCHANT SERVICE MERCH FEES930553411164783	Merchant Fee - Thrift Shop 2,622.91
9/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - YFS 6.45
9/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - YFS 6.45
9/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - Boat Launch 6.45
9/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL FISERV MERCHANT FEE	Merchant Fee - CPD 185.78
9/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 0.95
9/3/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 1.90
9/7/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - ACH Payments 15.00
9/7/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 4.75

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
9/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL INVOICE CLOUD INVOICE CL Merchant Fee - Utility Billing	116.80
9/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	0.95
9/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	6.65
9/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	7.60
9/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	10.45
9/8/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	54.15
9/8/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483290884 Merchant Fee - Recreation	364.50
9/8/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483291882 Merchant Fee - Recreation	161.09
9/8/2021	Preauthorized ACH Debit	VANTIV_INTG_PYMTBILLNG 295483292880 Merchant Fee - Recreation	11.95
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax Payroll Taxes	190,421.01
		Employee (payroll withholding) \$ 140,002.25	
		Employer Portion \$ 50,418.76	
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY Net Payroll	562,316.12
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	132.80
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B Employee Withholding - Payroll	351.59
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE Merchant Fee - ACH Payments	15.00
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	0.95
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	1.90
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	3.80
9/9/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER Driver Abstract	26.00
9/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	1,050.00

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
9/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS	Employee Withholding - Payroll 11,409.30
9/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 1.90
9/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 2.85
9/10/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement Contribution 117,536.21
		Employee (payroll withholding)	\$ 55,697.33
		Employer Portion	\$ 61,838.88
9/10/2021	Outgoing Money Transfer	FF Dues	Employee Withholding - Payroll 2,426.35
9/10/2021	Outgoing Money Transfer	ICMA	Employee Withholding - Payroll 30,959.61
9/10/2021	Outgoing Money Transfer	VEBA Contributions	Employee Withholding - Payroll 5,982.08
9/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 9.50
9/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL Vimly Benefit SoVimly Bene	Employee Insurance Premiums 169,325.00
		Employee (payroll withholding)	\$ 24,244.39
		Employer Portion	\$ 145,080.61
9/13/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA53000000	Employee Withholding - Payroll 844.49
9/14/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - ACH Payments 15.00
9/14/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 0.95
9/14/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 9.50
9/14/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 11.40
9/14/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 35.15
9/15/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 4.75
9/16/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 254.20
9/16/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - ACH Payments 15.00

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
9/16/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 19.00
9/17/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA REJECT FEE	Merchant Fee - ACH Payments 15.00
9/17/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 6.65
9/17/2021	Outgoing Money Transfer	Kroger	Food Pantry 9,600.00
9/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL CAYAN HOLDINGS LPAYMENT	Merchant Fee - Thrift Shop 101.68
9/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 6.65
9/20/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 31.35
9/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 0.95
9/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 1.90
9/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 5.70
9/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 9.50
9/21/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT RET SYS DRS EPAY	Remit Retirement Contribution 124,160.09
		Employee (payroll withholding)	\$ 58,938.06
		Employer Portion	\$ 65,222.03
9/22/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 0.95
9/23/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP Tax ADP Tax	Payroll Taxes 185,292.62
		Employee (payroll withholding)	\$ 138,954.97
		Employer Portion	\$ 46,337.65
9/23/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP WAGE PAY WAGE PAY	Net Payroll 547,525.47
9/23/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL Cayan LLC EDI PYMNTS	Merchant Fee - Thrift Shop 10.75
9/23/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 1,037.11
9/23/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 48.45

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
9/24/2021	Preauthorized ACH Debit	5 3 BANKCARD SYSNET SETLMT295483290884 Recreation Refund	279.00
9/24/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES ADP Payroll Services	1,700.83
9/24/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL ADP PAYROLL FEESADP - FEES ADP Payroll Services	2,402.06
9/24/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	1,050.00
9/24/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NATIONWIDE PAYMENTS Employee Withholding - Payroll	11,409.30
9/24/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	9.50
9/24/2021	Outgoing Money Transfer	FF Dues Employee Withholding - Payroll	2,345.94
9/24/2021	Outgoing Money Transfer	ICMA Employee Withholding - Payroll	31,352.99
9/24/2021	Outgoing Money Transfer	VEBA Contributions Employee Withholding - Payroll	5,982.08
9/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	11.40
9/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA STATE DOL WA DRIVER Driver Abstract	13.00
9/27/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WASHINGTON-DSHS WA53000000 Employee Withholding - Payroll	706.03
9/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL AFLAC INSURANCE Employee Withholding - Payroll	777.39
9/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	1.90
9/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	1.90
9/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	1.90
9/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	7.60
9/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES Merchant Fee - ACH Payments	10.45
9/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE Employee Withholding - Payroll	190.50
9/28/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL UNUMGROUP955 INSURANCE Employee Withholding - Payroll	1,105.90

Accounts Payable EFT Report

Item 2.

Date	Description	Vendor Name/Description	Dollar Amount
9/29/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 1.90
9/29/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL WA DEPT REVENUE TAX PYMT	Excise Tax Paid 99,321.36
		<i>Water Utility</i> \$	71,822.79
		<i>Sewer Utility</i> \$	16,647.91
		<i>Stormwater Utility</i> \$	2,695.89
		<i>Thrift Shop</i> \$	7,640.10
		<i>General</i> \$	514.67
9/30/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL NAVIA BENEFIT SOFLEXIBLE B	Employee Withholding - Payroll 155.67
9/30/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 3.80
9/30/2021	Preauthorized ACH Debit	DIRECT WITHDRAWAL PAYA TRX FEES	Merchant Fee - ACH Payments 5.70
Total			\$ 2,132,627.13



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5963
October 19, 2021
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 5963: October 8, 2021 Payroll Certification in the amount of \$790,851.09	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Approve the October 8, 2021 Payroll Certification.	<input checked="" type="checkbox"/> Action Needed:
		<input checked="" type="checkbox"/> Motion
		<input type="checkbox"/> Ordinance
		<input type="checkbox"/> Resolution

DEPARTMENT:	Human Resources
STAFF:	Jessica Hong, Payroll Specialist
COUNCIL LIAISON:	n/a
EXHIBITS:	1. October 8, 2021 Payroll Certification
CITY COUNCIL PRIORITY:	n/a

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUIRED	\$ n/a

SUMMARY

This is an approval of the payroll certification for the City of Mercer Island for the period from September 18, 2021, through October 1, 2021 in the amount of \$790,851.09 (see Exhibit 1).

BACKGROUND

[RCW 42.24.080](#) requires that all claims presented against the City by performing labor must be certified by the appropriate official to ensure that the labor was performed as described, and that the claims are just, due, and unpaid obligations against the City, before payment can be made. [RCW 42.24.180](#) allows the payment of claims to occur prior to City Council approval to expedite processing of the payment of claims, provided, however, that review and approval of the claims' documentation occurs at the next regularly scheduled public meeting.

The Payroll Certification details the total payment to employees for labor performed and benefits payments made for each payroll. The City is on a bi-weekly payroll schedule with payments on every other Friday.

PAYROLL INFORMATION

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, the October 8, 2021 payroll has variants that are outlined at the top of page 2:

Additional payments:

- \$1,364.92 in leave cash outs for current employees.
- \$3,807.55 in leave cash outs for terminated employees.
- \$42,259.42 in overtime earnings (see chart for overtime hours by department).

Overtime hours by department:

Department	Hours
Administrative Services	24.00
City Attorney's Office	
City Manager's Office	
Community Planning & Development	25.00
Finance	
Fire	464.00
Municipal Court	
Police	84.00
Public Works	86.50
Youth & Family Services	
Total Overtime Hours	683.50

RECOMMENDED ACTION

Approve the October 8, 2021 Payroll Certification (Exhibit 1) in the amount of \$790,851.09 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CITY OF MERCER ISLAND PAYROLL CERTIFICATION

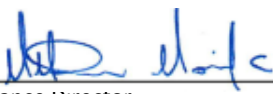
Item 3.

PAYROLL PERIOD ENDING **10.1.2021**
PAYROLL DATED **10.8.2021**

Net Cash	\$	534,352.35
Net Voids/Manuals	\$	-
Net Total	\$	534,352.35
Federal Tax Deposit	\$	81,691.97
Social Security and Medicare Taxes	\$	44,574.81
Medicare Taxes Only (Fire Fighter Employees)	\$	2,368.36
State Tax (Oregon & Massachusetts)	\$	152.74
Family/Medical Leave Tax (Massachusetts)	\$	5.24
Public Employees' Retirement System (PERS Plan 2)	\$	23,302.75
Public Employees' Retirement System (PERS Plan 3)	\$	5,925.36
Public Employees' Retirement System (PERSJM)	\$	713.03
Public Safety Employees' Retirement System (PSERS)	\$	196.80
Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF Plan2)	\$	26,073.86
Regence & LEOFF Trust Medical Insurance Deductions	\$	12,970.71
Domestic Partner Medical Insurance Deductions	\$	571.31
Kaiser Medical Insurance Deductions	\$	822.00
Health Care - Flexible Spending Account Contributions	\$	1,647.83
Dependent Care - Flexible Spending Account Contributions	\$	885.76
ICMA Roth IRA Contributions	\$	525.00
ICMA 457 Deferred Compensation Contributions	\$	31,257.58
Fire Nationwide 457 Deferred Compensation Contributions	\$	11,409.30
Fire Nationwide Roth IRA Contributions	\$	950.00
Child Support Wage Garnishment	\$	706.03
Mercer Island Employee Association Dues	\$	230.00
AFSCME Union Dues	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	2,185.94
Fire Union Supplemental Dues	\$	160.00
Standard - Supplemental Life Insurance	\$	-
Unum - Long Term Care Insurance	\$	866.30
AFLAC - Supplemental Insurance Plans	\$	388.71
Coffee Club Dues	\$	132.00
Transportation - Flexible Spending Account Contributions	\$	62.50
Fire HRA-VEBA Contributions	\$	5,721.16
Oregon Transit Tax and Oregon Benefit Tax	\$	1.69
Tax & Benefit Obligations Total	\$	256,498.74

TOTAL GROSS PAYROLL	\$ 790,851.09
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.



 Finance Director

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

 Mayor Date



CITY COUNCIL MINUTES REGULAR VIDEO MEETING September 21, 2021

Item 4.

CALL TO ORDER & ROLL CALL

Mayor Wong called the meeting to order at 5:00 pm from a remote location.

Mayor Benson Wong, Deputy Mayor Wendy Weiker, and Councilmembers Lisa Anderl, Jake Jacobson (5:34 pm), Salim Nice, Craig Reynolds, and David Rosenbaum participated remotely using a video teleconferencing platform by Zoom.

Jessi Bon, City Manager, participated remotely from City Hall, 9611 SE 36th Street, Mercer Island, Washington. The City Attorney and Mercer Island City Leadership Team participated from remote locations.

PLEDGE OF ALLEGIANCE

Mayor Wong delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Nice; seconded by Weiker to:

Approve the agenda.

Passed 7-0

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

CITY MANAGER REPORT

City Manager Bon reported on the following items:

- COVID-19 Updates
- Council Board & Commission Updates
- City Service Updates
- Some Good News

APPEARANCES

Randy Bannecker, Mercer Island – speaking on behalf of the King County Realtors Association, he spoke in support of the proposed sign code amendment.

Tom Acker, Mercer Island – thanked City Council and City Manager Jessi Bon for her leadership and their willingness to address the Town Center issues.

CONSENT AGENDA

Approval Certification of Claims for the periods ending:

- A) August 26, 2021, in the amount of \$1,349,355.64
- B) September 3, 2021, in the amount of \$752,983.15
- C) September 9, 2021, in the amount of \$220,018.58

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

Approval of Claims Reporting for Electronic Funds Transfer for the month ending July, 2021 in the amount

of \$2,526,081.85

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

Approval of Minutes for the following meetings:

- A) July 6, 2021, Regular Video Meeting
- B) July 20, 2021, Regular Video Meeting
- C) August 24, 2021, Special Video Meeting (Executive Session)

Approval of the Payroll Certification for the following periods ending:

AB 5934: August 27, 2021, Payroll Certification, in the amount of \$787,176.23

AB 5945: September 10, 2021, Payroll Certification, in the amount of \$830,397.53

Recommended Actions: Approve the August 27 and September 10, 2021, Payroll Certifications and authorize the Mayor to sign the certifications on behalf of the entire City Council.

AB 5938: 2021-2022 Work Plan Update

Recommended Action: Receive report.

It was moved by Jacobson; seconded by Nice to:

Approve the Consent Agenda and the recommendations contained therein.

PASSED: 7-0

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

REGULAR BUSINESS

AB 5924: Volunteer Appreciation Month Proclamation No. 276

Mayor Wong and City Councilmembers thanked city volunteers for their commitment to service during the Pandemic.

It was moved by Anderl; seconded by Reynolds to:

Authorize the Mayor to proclaim September 2021 Volunteer Appreciation Month in Mercer Island.

PASSED: 7-0

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

AB 5940: Development Code Amendment ZTR19-003 Signage (Ord. No. 21C-21 First Reading)

Alison Van Gorp, Community Planning & Development Deputy Director, and Daniel Kenney, Outside Counsel, led the discussion regarding the Development Code Amendment explaining that the Planning Commission recommended approving the proposed code amendment to Mercer Island City Code 19.06.020, 19.11.140, 19.12.080 and 19.16.010 updating the code sections related to temporary signs, signs in Town Center, signs outside Town Center, and definitions. The code amendment would address the Supreme Court ruling in Reed v. Town of Gilbert and subsequent, related case law. It also addressed staff recommended revisions based on issues that have arisen in permit review.

City Council directed staff to prepare a revised version of Ordinance No. 21C-21, including only the revisions to the code necessary to comply with the U.S. Supreme Court ruling in Reed v. Town of Gilbert. The City Council also requested information on neighboring cities' approaches to Reed compliance, particularly regarding duration regulations and simple permit processes for temporary, non-commercial signs.

It was moved by Nice; seconded by Jacobson to:

Set Ordinance No. 21C-21 for second reading and adoption at the Council Meeting on October 5, 2021, or soon thereafter in the most basic form to be compliant with Reed v. Town of Gilbert.

PASSED: 6-1

FOR: 6 (Anderl, Jacobson, Nice, Reynolds, Rosenbaum, and Wong)

AGAINST: 1 (Weiker)

AB 5941: State-Mandated Code Amendments

Public Hearing No. 1 on Ordinance No. 21C-19, amending Mercer Island City Code 19.16.010, Definitions, relating to the definitions of Family and Housekeeping Units

Mayor Wong opened the Public Hearing at 8:13 PM.

There were no public comments.

Mayor Wong closed the Public Hearing at 8:14 PM

Public Hearing No. 2 on Ordinance No. 21C-22, amending Mercer Island City Code 19.16.010, Definitions, relating to Adult Family Homes

Mayor Wong opened the Public Hearing at 8:14 PM.

There were no public comments.

Mayor Wong closed the Public Hearing at 8:15 PM

Public Hearing No. 3 on Ordinance No. 21C-23 amending Mercer Island City Code 19.16.010, Definitions, relating to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

Mayor Wong opened the Public Hearing at 8:15 PM.

There were no public comments.

Mayor Wong closed the Public Hearing at 8:16 PM

Staff reported that during the 2020 and 2021 state legislative sessions, several housing and land use related bills passed, a few of which required City action (ESSB 5235, ESHB 1023 and E2SHB 1220). Staff further noted that based on the timelines imposed by this legislation, the City was required to act quickly to comply with the new requirements. Staff continued, explaining that included as an attachment to each code amendment was a work plan outlining the process for developing permanent regulations. By adopting the work plans, state law allowed for the interim ordinances to be in effect for 12 months (rather than the more common 6-month duration, RCW 36.70.A.390). This would provide adequate time for staff to perform additional analysis of each issue, including review of peer jurisdictions approaches and further outreach to the Department of Commerce on compliant approaches.

It was moved by Reynolds; seconded by Jacobson to:

Adopt Ordinance No. 21C-19, amending Mercer Island City Code 19.16.010, Definitions, relating to the definitions of Family and Housekeeping Units.

PASSED: 7-0

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

It was moved by Reynolds; seconded by Rosenbaum to:

Adopt Ordinance No. 21C-22, amending Mercer Island City Code 19.16.010, Definitions, relating to Adult Family Homes.

PASSED: 7-0

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

It was moved by Jacobson; seconded by Reynolds to:

Adopt Ordinance No. 21C-23 amending Mercer Island City Code 19.16.010, Definitions, relating to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing, as amended.

PASSED: 7-0

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

AB 5942: Second Quarter 2021 Financial Status Update & 2021-2022 Budget Amendments (Ord. No. 21-20).

Matt Mornick, Finance Director, provided the City Council with the 2021 Second Quarter Financial Status Update

which included financial actuals for revenue and expenditure categories through June 30, 2021. The proposed outlined budget amendments in the current biennium and included new requests involving a staffing increase in the Community Planning and Development Department, a limited-term position in Human Resources, increased funding for the City Attorney's Office, and Police interview/interrogation room system upgrades. The budget reflected in the financial status update included all budget amending ordinances for the 2021-2022 biennial budget adopted by June 30, 2021.

It was moved by Nice; seconded by Rosenbaum to:

Adopt Ordinance No. 21-20, amending the 2021-2022 Biennial Budget.

PASSED: 7-0

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

AB 5933: Town Center Moratorium: Proposed Retail Use Adjacent to Street Frontages, Commercial Floor Area Ratio and No Net Loss Requirements

Staff explained that in June 2020, the City Council enacted a moratorium on major new construction generally in the southeast quadrant of the Town Center zoning designation while the City evaluated potential updates and/or amendments to development regulations within the Town Center, including requirements for various types of commercial space. The City contracted with the firm Community Attributes, Inc. to analyze the demand for additional ground floor commercial uses and the feasibility of requiring such uses in new buildings.

Staff reviewed the proposed amendments and sought direction to proceed with necessary code amendments to MICC 19.11. Council discussed the proposed amendments at length and made suggested amendments. A first reading of the ordinance was tentatively scheduled for November 16 with a second reading and adoption scheduled for December 1.

It was moved by Nice; seconded by Jacobson to:

- 1) **Update MICC 19.11.020(B)(4) Retail Use Required Adjacent to Street Frontages as identified in Exhibit 1, as amended;**
- 2) **Institute a new Town Center Commercial Floor Area Ratio (FAR) requirement as presented, which will be subjected to parcels identified in Exhibit 2; as amended, and**
- 3) **Include a new selective Town Center "No Net Loss" requirement to post-2005 redevelopment parcels only as identified in Exhibit 3.**

PASSED: 7-0

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

AB 5943: Second Review and Adoption of the City's Updated Financial Management Policies

Matt Mornick, Finance Director, explained that the City Council reviewed and provided feedback on the Financial Management Policies drafted by the Ad-Hoc Finance Committee at its August 31 meeting. He further explained that the Policies were the result of a six-month collaboration between the Finance Committee, City staff, and outside counsel that informed the formation of the biennial budget, the capital improvement program, and other long-term fiscal management strategies.

City Council expressed their gratitude to Mornick and the ad-hoc committee for their efforts.

It was moved by Weiker; seconded by Reynolds to:

Adopt Resolution No. 1602 to update the City's Financial Management Policies

PASSED: 7-0

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

AB 5944: Authorizing and Appropriation for Outreach Services from Area Shelters for the Homeless and Update on Implementation of Ordinance 21C-02

Ed Holmes, Police Chief, and Mike Seifert, Commander, addressed the Council and explained that at the August 31, 2021, City Council Meeting, the Council directed the City Manager to prepare a request to establish a partnership with The Sophia Way and Congregations for the Homeless to provide outreach services to individuals experiencing homelessness on Mercer Island, and to seek an appropriation of approximately \$20,000 to support the partnership through the remainder of the 2021-2022 biennium.

It was moved by Nice; seconded by Anderl to:

Authorize the City Manager to negotiate and execute an agreement with both The Sophia Way and Congregations for the Homeless in an amount not to exceed \$20,000 (\$10,000 for each organization) for outreach worker services for individuals experiencing homelessness through the end of 2022.

PASSED: 7-0

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

OTHER BUSINESS

Councilmember Absences

There were no absences reported.

Planning Schedule

City Manager Bon reported that there would be two executive sessions on October 5 and summarized additional changes to the Planning Schedule.

Councilmember Reports

Deputy Mayor Weiker reported that the Mercer Island Marching Band played at the Seahawks game on Sunday.

Mayor Wong provided a brief update on the King County Clean Water Plan workshop and the next workshop. He also reported that he attended the Cities Race to Zero campaign webinar.

Councilmember Anderl – reported on the September 14 Utility Board meeting and the presentation by Seattle Public Utilities

ADJOURNMENT

The Council Meeting adjourned at 10:26 PM.

Benson Wong, Mayor

Attest:

Deborah Estrada, City Clerk



CITY COUNCIL MINUTES REGULAR VIDEO MEETING October 5, 2021

Item 4.

EXECUTIVE SESSION

Mayor Benson Wong called the Executive Session to order at 4:00 pm from a remote location to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(i) for approximately 90 minutes.

Mayor Benson Wong, Deputy Mayor Wendy Weiker and Councilmembers Lisa Anderl, Jake Jacobson, Salim Nice, Craig Reynolds, and David Rosenbaum participated remotely using the teleconferencing platform Microsoft Teams.

City Manager Jessi Bon and City Attorney Bio Park participated in the executive session from a remote location using Microsoft Teams.

At 5:30 pm, the Acting City Clerk extended the Executive Session to 5:45 pm. At 5:45 pm, the Acting City Clerk extended the Executive Session to 5:50 pm.

Mayor Wong adjourned the executive session at 5:42 pm

CALL TO ORDER & ROLL CALL

Mayor Wong called the meeting to order at 5:50 pm from a remote location.

Mayor Benson Wong, Deputy Mayor Wendy Weiker, and Councilmembers Lisa Anderl, Jake Jacobson, Salim Nice, Craig Reynolds, and David Rosenbaum (joined 5:53 pm) participated remotely using a video teleconferencing platform by Zoom.

Jessi Bon, City Manager, participated remotely from City Hall, 9611 SE 36th Street, Mercer Island, Washington. The City Attorney and Mercer Island City Leadership Team participated from remote locations.

PLEDGE OF ALLEGIANCE

Councilmember Anderl delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Nice; seconded by Weiker to:

Approve the agenda.

Passed 7-0

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

STUDY SESSION

AB 5948: 2021 Business Needs Assessment

Sarah Bluvus, Economic Development Coordinator introduced Joy Liechty, Executive Director of the Chamber of Commerce and Nancy Harwick, Hardwick Research.

Nancy Hardwick gave a presentation on the results of the 2021 Business Needs Assessment Report.

Hardwick and Bluvus answered questions regarding the 2021 Business Needs Assessment.

Council Discussed the assessment and provided feedback to staff.

CITY MANAGER REPORT

City Manager Bon reported on the following items:

- Boards and Commission meetings and recruitment
- Well Balanced Student Workshop hosted by MI Parent Edge
- Fall Recycling Event
- Expanding drop-in sports at the MICEC
- MICEC health & safety requirements effective October 25
- Uptick in car prowls: Crime Prevention Tips from MIPD
- Halloween has arrived at the Thrift Shop
- Safety improvements coming to Sunset Highway & 77th Ave SE
- MIPD Wears pink to highlight breast cancer awareness month
- Update on fall events
- Statewide plastic bag ban
- 2021 Water system improvement projects complete
- MICEC Art Gallery reopening
- Thank you, Deb Estrada!

APPEARANCES

There were no public appearances.

CONSENT AGENDA

Approval Certification of Claims for the periods ending:

A) September 16, 2021, in the amount of \$749,944.50

B) September 23, 2021, in the amount of \$314,099.27

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

Approval of the Payroll Certification for the period ending:

AB 5949: September 24, 2021, Payroll Certification, in the amount of \$820,128.89

Recommended Actions: Approve the September 24, 2021, Payroll Certification and authorize the Mayor to sign the certification on behalf of the entire City Council.

Approval of the Minutes of the August 31, 2021, Special Meeting.

AB 5950: Domestic Violence Action Month Proclamation No. 283

Recommended Action: Mayor proclaims October 2021 as Domestic Violence Action Month in Mercer Island.

AB 5947: Arbor Day Proclamation No. 282

Recommended Action: Mayor proclaims the third Saturday in October as Arbor Day in Mercer Island.

It was moved by Anderl; seconded by Rosenbaum to:

Approve the Consent Agenda and the recommendations contained therein.

PASSED: 7-0

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

REGULAR BUSINESS

AB 5951: First Reading of Ordinance No. 21C-24 amending the Mercer Island City Code Section 2.08.020(A) to establish Juneteenth as a City holiday.

Bio Park, City Attorney, gave a brief overview of the proposed ordinance to establish Juneteenth as a City holiday. Council discussed the proposed amendment.

It was moved by Reynolds; seconded by Nice to:

Set Ordinance No. 21C-24 for a second reading and adoption on the October 19, 2021, Consent Agenda or soon thereafter.

PASSED: 7-0

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

AB 5939: Second Reading of Ordinance No. 21C-18 Amending Chapter 7.04 Mercer Island City Code – Animal Code.

Bio Park, City Attorney, and Eileen Keiffer gave an overview of the proposed ordinance amending Chapter 7.04 of the Mercer Island City Code – Animal Code.

Council discussed the proposed amendment.

It was moved by Jacobson; seconded by Weiker to:

Bring back Ordinance No. 21C-18 amending Chapter 7.04 of the Mercer Island City Code - Animal Code for a third reading on October 19, 2021 or soon thereafter for staff to provide more clarification on items 23 and 24 on the matrix.

PASSED: 7-0

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

OTHER BUSINESS

Councilmember Absences

There were no absences reported.

Planning Schedule

City Manager Bon reported that staff are working to confirm if the King County Clean Water Plan elected officials workshop is still on schedule October 19 meeting. There is a significant amount of time on the October 19 agenda for a follow up discussion on the ARPA funding. The November 1 meeting has been noticed as a special meeting due to rescheduling from November 2.

Councilmember Reports

Councilmember Reynolds:

- K4C is coming up

Councilmember Jacobson:

- Parks & Rec Commission updates – status of the restart plan and the following week a wrap up on the PROS Plan
- Disability board met and asked Lara Gerheim to bring back answer to the questions posed during the meeting.

Mayor Wong:

- City's Race to Zero. The Sustainability Committee has discussed this campaign.
- King County Elected Officials' workshop for clean water plans. Workshop No 5 is scheduled for 10/22.
- North end mayors meeting, Deanna Dawson, Executive Director of Sound Cities Association, encouraging everyone to send in applications to serve on the regional committee's.

Council took a break until 8pm

EXECUTIVE SESSION

Council recessed into Executive Session to 1) discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(1)(i) and 2) for planning or adopting the strategy or position to be taken by the City Council during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or

reviewing the proposals made in the negotiations or proceedings while in progress pursuant to RCW 42.30.140(4)(b) for approximately 60 minutes.

Mayor Wong adjourned the executive session at 9:02 pm

No action was taken.

ADJOURNMENT

The Council Meeting adjourned at 9:02 PM.

Benson Wong, Mayor

Attest:

Andrea Larson, Acting City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5958
October 19, 2021
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	Ordinance Amending MICC 2.08.020 to include Juneteenth as a Legal Holiday of the City (Ord. No. 21C-24 Second Reading)	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
RECOMMENDED ACTION:	Adopt Ordinance No. 21C-24	<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	City Attorney
STAFF:	Jessi Bon, City Manager Bio Park, City Attorney
COUNCIL LIAISON:	n/a Choose an item. Choose an item.
EXHIBITS:	1. Ordinance No. 21C-24
CITY COUNCIL PRIORITY:	n/a

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUIRED	\$ n/a

SUMMARY

On October 5, 2021, City Council conducted a first reading of Ordinance No. 21C-24 to amend Mercer Island City Code 2.08.020(A) to add Juneteenth as an official legal holiday of the City effective in 2022. (See [AB 5951](#)). At direction of the City Council, Ordinance 21C-24 is scheduled for a second reading and adoption.

BACKGROUND

On June 19, 1865, more than two years after President Lincoln signed the Emancipation Proclamation, enslaved Americans in Galveston, Texas, finally received word that they were free from bondage. As those who were formerly enslaved were recognized for the first time as citizens, June 19 came to be known as "Juneteenth," a celebration of freedom.

STATE AND FEDERAL LEGISLATION ESTABLISHING JUNETEENTH AS A HOLIDAY

Washington Governor Jay Inslee signed [Substitute House Bill 1016](#) on May 13, 2021 establishing Juneteenth as a state legal holiday in 2022; and United States President Joe Biden signed the Juneteenth National Independence Day Act into Law on June 17, 2021 to immediately establish Juneteenth as a federal legal holiday.

Pursuant to [RCW 1.16.050](#), employees of the state and local government are entitled to a paid holiday on state legal holidays. Consequently, City Council approval of Ordinance 21C-24 will amend Subsection (A) to MICC 2.08.020 "Hours of business and holidays" to add Juneteenth as a Legal Holiday of the City effective in 2022. .

RECOMMENDED ACTION

Adopt Ordinance No. 21C-24 Amending MICC 2.08.020 to add Juneteenth as a Legal Holiday of the City.

**CITY OF MERCER ISLAND
ORDINANCE NO. 21C-24**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON,
AMENDING MICC 2.08.020(A) TO ADD JUNETEENTH AS A LEGAL HOLIDAY
OF THE CITY PURSUANT TO SUBSTITUTE HOUSE BILL 1016; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Juneteenth is the oldest recognized celebration observing the freedom of African Americans from slavery in the United States; and

WHEREAS, the Emancipation Proclamation was issued on September 22, 1862, with an effective date of January 1, 1863, but it had minimal immediate effect on the majority of enslaved people who remained in captivity by slave owners; and

WHEREAS, on June 19, 1865, federal Union troops arrived in Confederate-controlled Texas to take possession of the state and to enforce the emancipation of enslaved people throughout the state; and

WHEREAS, two years, five months, and eighteen days after President Abraham Lincoln signed the Emancipation Proclamation, the last of those enslaved within the borders of the United States were freed; and

WHEREAS, the word “Juneteenth” became the name for the joyous celebration of freedom from slavery as a result of the words “June Nineteenth” combined together in speech; and

WHEREAS, Juneteenth has been established as a federal holiday commemorating the end of slavery; and

WHEREAS, Juneteenth has also been established as a state legal holiday beginning in 2022; and

WHEREAS, employees of the state and its political subdivisions are entitled to a paid holiday on state legal holidays; and

WHEREAS, the City Council desires to amend the Mercer Island City Code to establish Juneteenth as a legal holiday of the City; NOW, THEREFORE,

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

Section 1: Amended MICC 2.08.020(A). Subsection (A) to MICC 2.08.020 is hereby amended as follows:

2.08.020 Hours of business and holidays.

A. Unless otherwise specified by the city manager, City Hall shall be open for the transaction of business Monday through Friday during the hours of 8:30 am to 5 pm with the exception of the following legal holidays:

1. New Years’ Day;

2. Martin Luther King, Jr.'s Birthday;
3. Presidents' Day;
4. Memorial Day;
5. Juneteenth (beginning in 2022);
6. ~~5.~~ Independence Day;
7. ~~6.~~ Labor Day;
8. ~~7.~~ Veterans' Day;
9. ~~8.~~ Thanksgiving Day;
10. ~~9.~~ Day after Thanksgiving Day;
11. ~~10.~~ Christmas Day;
12. ~~11.~~ One additional holiday as designated by the city manager each year.

Section 2: Severability. If any section, sentence, clause or phrase of this Ordinance or any municipal code section amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this Ordinance or the amended code section.

Section 3: Publication and Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON AT ITS REGULAR MEETING ON OCTOBER 19, 2021.

CITY OF MERCER ISLAND

Benson Wong, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Andrea Larson , City Clerk

Date of Publication: _____



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5946
October 19, 2021
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 5946: 2022-2025 Eastside Transportation Partnership (ETP) Interlocal Agreement	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Authorize the City Manager to execute the ETP 2022-2025 Interlocal Agreement.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations
COUNCIL LIAISON:	Benson Wong Jake Jacobson
EXHIBITS:	1. Eastside Transportation Partnership (2022-2025 Interlocal Agreement) 2. Eastside Transportation Partnership (ETP) Operating Procedures
CITY COUNCIL PRIORITY:	n/a

SUMMARY

The purpose of this agenda bill is to authorize the City Manager to execute the 2022-2025 Eastside Transportation Partnership Interlocal Agreement.

BACKGROUND

The Eastside Transportation Partnership (“ETP”) has been in existence since 1987 and serves as the “transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state, and federal transportation decisions.” The membership is comprised of elected officials from cities and towns throughout the greater eastside. Mercer Island has been represented on the ETP since June of 1992.

To achieve its mission, the ETP adopted the following goals on January 26, 1996:

1. Develop and adopt a package of transportation priorities based on adopted land use plans that improves overall mobility for people, freight and goods, and addressing peak hour congestion on the Eastside.
2. Jointly implement adopted priorities through leadership, education, and advocacy within communities, cities and the region.
3. Adopt and implement a strategy for increasing funding for transportation improvements and programs.

In recent years, the ETP has focused its efforts on regional coordination and advocacy.

The ETP operates under the authority of an Interlocal Agreement (“Agreement”) between member jurisdictions. There have been successive agreements since 1987; the most recent of which was for four

years, expiring December 2021 (see [AB 5356](#)). The new Agreement is being put forward to member agencies for their approval in advance of the expiration date.

THE 2022-2025 AGREEMENT

The 2022-2025 Agreement is a renewal with substantive changes from the previous 2018-2021 Agreement (see Exhibit 1) including:

1. Section 3.1 Snohomish County added as a member with limited voting rights and 1 representative. (ETP voted to include Snohomish County in August 2021).
2. Section 6.2 regarding Annual Review of Financing added the following language: “Additionally, King County will provide the SeaShore Transportation Forum a status update on funds collected and funds remaining by June 30 of each year.”

The 2022-2025 Agreement also adopts by reference Eastside Transportation Partnership (ETP) Operating Procedures that are unchanged from the previous agreement and are attached for reference (see Exhibit 2).

MERCER ISLAND REPRESENTATION

Under this and previous Agreements, Mercer Island has two voting members on the ETP. Councilmembers Jake Jacobson and Craig Reynolds currently represent Mercer Island. Annual dues are \$100 per voting representative as specified in Section 6.1. The dues are paid each year from the City Council operating budget.

RECOMMENDED ACTION

Authorize the City Manager to execute the 2022-2025 Eastside Transportation Partnership Interlocal Agreement.

Eastside Transportation Partnership Agreement

Parties to Agreement

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

Transmitted to parties for approval and signature ~~[DATE]~~ ~~on October 13, 2017~~.

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

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

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

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

1.0 Purpose of this Agreement

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

2.0 Members and Voting

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

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

1. Administrative issues, such as additional members and use of dues.
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council **PSRC** Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as Transportation 2040the Regional Transportation Plan updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

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

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects, such as Transportation 2040the Regional Transportation Plan updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

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

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

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

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

Full Voting Members	Number of Representatives
Bellevue	2
Bothell	2
Issaquah	2
Kenmore	2
Kirkland	2
Mercer Island	2
Newcastle	2
Redmond	2
Renton	2
Sammamish	2
Woodinville	2
Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point	2 (shared)
Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3
Limited Voting Members	Number of Representatives
Snohomish County	<u>12</u>

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

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

4.0 Operating Procedures

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

5.0 Lead Agency

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

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

6.0 Financing and Cost Sharing Guidelines

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

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

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

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

7.0 Withdrawal of a Party from this Agreement

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

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

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2023 ~~update dates~~ December 31, 2019, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2024 ~~January 1, 2020~~, and ending no later than December 31, 2025 ~~December 31, 2021~~.

9.0 Termination

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

10.0 Real and Personal Property

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

11.0 Return of Funds

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

12.0 Filing

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

13.0 Legal Relations

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

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

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

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

14.0 Entirety and Modifications

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

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

15.0 Counterparts

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

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

City of Bellevue
By: _____

Date: _____

City of Kenmore
By: _____

Date: _____

City of Newcastle
By: _____

Date: _____

City of Sammamish
By: _____

Date: _____

Town of Beaux Arts Village
By: _____

Date: _____

City of Medina
By: _____

Date: _____

City of Duvall
By: _____

Date: _____

City of Bothell
By: _____

Date: _____

City of Kirkland
By: _____

Date: _____

City of Redmond
By: _____

Date: _____

City of Woodinville
By: _____

Date: _____

City of Clyde Hill
By: _____

Date: _____

Town of Yarrow Point
By: _____

Date: _____

City of North Bend
By: _____

Date: _____

City of Issaquah
By: _____

Date: _____

City of Mercer Island
By: _____

Date: _____

City of Renton
By: _____

Date: _____

King County
By: _____

Date: _____

Town of Hunts Point
By: _____

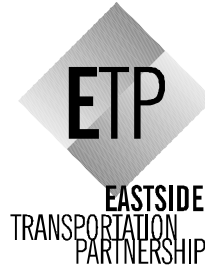
Date: _____

City of Carnation
By: _____

Date: _____

City of Snoqualmie
By: _____

Date: _____



Eastside Transportation Partnership (ETP)

Operating Procedures

Approved on ~~XX date~~ June 12, 2015

The purpose of these procedures is to establish rules of procedure consistent with the provisions of the adopted agreement to guide the conduct of business of the Eastside Transportation Partnership (ETP) and its Technical Advisory Committee (TAC). These procedures shall be reviewed and revised as needed.

EASTSIDE TRANSPORTATION PARTNERSHIP (ETP)

- I. Purpose: The ETP shall serve as a central forum for information sharing, consensus building, and coordinating to resolve transportation issues, and establish priorities for implementing transportation projects and programs on the Eastside of Lake Washington. Our vision is an efficient, safe and congestion free system connecting people, goods and communities.
- II. Mission: On behalf of East King County communities, Eastside Transportation Partnership advocates for multi-modal-mobility solutions through policy, planning and project priority recommendations.
- III. Role: The ETP is the forum established for the Eastside of Lake Washington in King County at which elected officials, including representatives from Snohomish County, may provide input into the following decisions:
 - A. Recommendations for Federal and State transportation legislation, regional project identification, and Countywide project selection
 - B. Development and changes to the King County Metro Strategic Plan for Public Transportation and implementation of transit service priorities
 - C. Recommendations to Sound Transit on its plans and implementation of projects and services, consistent with the principle of subarea equity and other financial policies.

D. Coordination with the South County Area Transportation board and the SeaShore Transportation Forum on national, state, countywide and regional transportation issues.

E. Other transportation related issues as the members determine.

IV. Membership and Voting Rights:

The voting members of **ETP** and their voting rights shall be as follows:

Voting Members	Number of Reps.	Voting Rights				
		Membership and Dues ¹	Sound Transit ²	Metro Transit ³	Regional Competition ⁴	Other ⁵
Bellevue	2	Yes	Yes	Yes	Yes	Yes
Bothell	2	Yes	Yes	Yes	Yes	Yes
Kirkland	2	Yes	Yes	Yes	Yes	Yes
Issaquah	2	Yes	Yes	Yes	Yes	Yes
Mercer Island	2	Yes	Yes	Yes	Yes	Yes
Newcastle	2	Yes	Yes	Yes	Yes	Yes
Redmond	2	Yes	Yes	Yes	Yes	Yes
Renton	2	Yes	Yes	No	Yes*	Yes
Kenmore	2	Yes	Yes	Yes	Yes	Yes
Sammamish	2	Yes	Yes	Yes	Yes	Yes
Woodinville	2	Yes	Yes	Yes	Yes	Yes
Small Cities Coalition	2 (shared)	Yes	Yes	Yes	Yes	Yes
Snoqualmie Valley Cities	2 (shared)	Yes	No	Yes	Yes	Yes
King County	3	Yes	Yes	Yes	Yes	Yes
Snohomish County (LIMITED)	1	No	No	No	No	Yes
Votes Req. for Quorum:		15	15	15	15	16

The non-voting members of **ETP** shall be as follows:

Non-Voting Member	Number of Representatives
Sound Transit	1
PSRC	1
WSDOT	1
TIB	1

¹ Administrative issues, such as additional members and use of dues

² Recommendations to Sound Transit on policies and capital and service plans and implementation

³ Recommendations to King County Metro Transit on policies and capital and service plans and implementation

⁴ Identification of projects for the regional competition, if prescribed by process approved by the King County caucus of the Transportation Policy Board (*projects in Renton north of the Cedar River)

⁵ Other recommendations including

- Recommendations to WSDOT on policies, programs and projects.
- Recommendations to the PSRC on plans, policies, programs and projects such as the Transportation 2040 update and regional funding policies, strategies or programs.
- Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

Community Transit	1
Port of Seattle	1
Washington State Transportation Commission	1
Eastside Transportation Choices Coalition	1
Eastside Transportation Association	1

Voting membership in ETP should be limited to jurisdictions located within ETP's existing boundaries, which currently extend into southern Snohomish County and include Duvall. Members representing local jurisdictions shall be elected officials selected by their respective jurisdictions for a one-year term. Selection of members shall occur prior to election of officers in January. Alternates shall be designated in writing. Designated alternates may vote in place of designated representatives in the absence of the designated representative. When designated representatives are present, designated alternatives may still sit at the table if space is available. A designated alternate shall not take the place, and assume the voting rights, of a designated representative at the table unless the designated representative permanently leaves the meeting.

Existing or new cities legally formed under the laws of incorporation of the State of Washington may petition the Partnership for membership during the annual open enrollment period (February 1 through March 15). The number of Partnership representatives and the voting status of new member jurisdictions shall be determined by a unanimous vote of the parties to the agreement at a regular meeting.

A. Parliamentary Procedure:

1. Robert's Rules of Order Newly Revised will be the default parliamentary procedure used to conduct ETP meetings, with inclusion of the following provisos.
2. In any conflict between the Procedures and Robert's Rules, the Procedures shall govern.
3. The Chair will be allowed to participate in debate.
4. No speakers "for" or "against" will be required on a motion.
5. A quorum of fifty percent (50%) plus one (1) of voting members shown in the voting rights table in Section IV is required for ETP to vote on any motion at a meeting.
6. To achieve a majority vote, abstentions are not counted and do not impact the outcome. Only votes cast in the affirmative and negative are considered to determine the majority position.

7. The Chair will be responsible for acting as, or designating, a parliamentarian.

B. Voting:

1. Representation: Voting members are to represent their respective jurisdictions in stating positions and voting on issues and recommendations.
2. An individual cannot simultaneously serve as a representative for more than one ETP member at a time. Name cards displayed at ETP meetings should correctly identify the individual's sole representative capacity.
3. ETP Positions: It is ETP's intent to bring positions forward with consensus.
4. Dual Membership: Jurisdictions which participate in more than one subarea shall select one subarea through which they will submit their projects for the regional project competition.
5. Action Items: Items to be addressed or voted on at the next ETP meeting shall be announced at the prior regular meeting, so that respective jurisdictions will have an adequate opportunity to seek input from their colleagues and/or staff, except as allowed under Emergency Action. Special notification of announced, upcoming action items shall be transmitted to each member and jurisdiction to arrive within three business days of the meeting where the announcement was made.
6. Emergency Action: Emergency Action can be taken with approval of two-thirds of voting members to suspend this requirement and take action on an issue in the same meeting that it was introduced.
7. Adoption and Amendment of Procedures: ETP may, by a majority of those voting members present at a regular meeting, may adopt or amend its procedures as it determines necessary. Action to approve or amend procedures shall be introduced at one meeting and scheduled for action at a subsequent meeting.

C. Officers:

1. Chair and Vice Chair(s): The Chair and Vice Chair(s) shall be elected by a majority of the voting representatives on the ETP, and each shall be a representative of a voting member county or city. The Chair and Vice Chair(s) shall be responsible for:
 - a. Setting the meeting agendas,
 - b. running meetings,

- c. conducting and ensuring fair opportunity for discussion, and
- d. signing correspondence and speaking on behalf of ETP.

If the Chair is absent from a meeting, a Vice-Chair shall serve as the Acting Chair.

- 2. Term of Office: One year from February. Nominations of officers shall be made in December, and voting shall occur in January.
 - 3. Vacancy in Officer Positions: In the event of a vacancy in the position of Chair or Vice-Chair, the ETP may appoint a voting-member(s) to fill that vacancy on an interim basis until such time as a new officer(s) is/are elected. Interim appointments are to be made by majority vote of those ETP members present at a regular meeting where the appointee is also present.
- D. Meeting Schedule: The regular meeting date for the Eastside Transportation Partnership shall be the second Friday of the month, from 7:30 a.m. to 9:30 a.m. The Chair, in his or her discretion, may revise the date or length of a meeting with reasonable advance notice based on the expected agenda, or to respond to critical deadlines for ETP input. All jurisdiction staff shall support meetings that are requested in addition to the regular monthly business meeting. [If meetings are unable to be in person due to unforeseen external circumstances such as an ongoing pandemic, meetings may be held virtually online with appropriate notice to members.](#)
- E. Meeting Location: ETP meetings shall be held at an appropriate location within the Eastside.
- F. Agendas and Materials: The agenda package, including the agenda and minutes of the previous meeting, shall be distributed in advance of the meeting. Additional materials may be included in the agenda packet. When requested or referred by ETP, the TAC may consider resolutions or items introduced before presentation to the Partnership for action. The Chair may also refer such resolutions or items to the TAC when appropriate or necessary.
- G. Subcommittees:
- 1. Formation: ETP may establish subcommittees to study issues and develop recommendations for consideration by the full body. Subcommittees may include non- voting members, but only voting members and limited voting members shall vote in accordance with Section IV. Subcommittees shall be selected by the Chair from volunteers or as the Chair requests.

2. Membership: Subcommittees shall not include more than one voting member from a particular jurisdiction, unless the subcommittee chair waives this requirement.
3. Actions: Subcommittees shall seek to develop recommendations by consensus.

V. ETP Actions:

- A. Types of Actions ETP Can Take: With a majority vote of those voting members present, the Partnership can adopt resolutions in support of member jurisdictions; or regional activities, authorize studies or approve correspondence and requests for information.
- B. Minority Statements: Any individual voting member shall have the right at the time of a vote to request that a statement of a minority position be included in ETP communications or otherwise distributed with an approved ETP statement.
- C. ETP Work Program
 1. The ETP shall adopt a work program for the upcoming year and determine any necessary changes to these procedures or additional studies or funding required.
 2. As necessary, revisions to the ETP plan shall be considered.
 3. Implementation of ETP plans and recommendations shall be a priority in the work program.

VI. Technical Advisory Committee (TAC)

- A. Purpose: The TAC shall provide technical assistance as requested by the Partnership and shall advise the Partnership on emergent transportation issues for the Partnership's consideration.
- B. Membership: Membership on the Technical Advisory Committee (TAC) shall be limited to staff from voting member counties and cities. Members of agencies, other groups or private citizens may attend TAC meetings. Each voting member jurisdiction or agency shall appoint an appropriate staff person to the Technical Advisory Committee.
- C. TAC Recommendations: When appropriate, the TAC shall provide the Partnership with recommendations consideration. TAC member agencies or jurisdictions seeking Partnership action shall be responsible for preparing draft TAC Recommendations for consideration by the TAC. Dissenting opinions and/or alternative actions may be included.

- D. TAC Process for Project Selection: Any process for project prioritization and selection used by the TAC, including criteria and rankings, shall be presented to ETP and approved in advance of its application. Following application of any approved process, ETP shall approve a project list.

VII. Other

- A. Standard Agenda: The ETP agenda shall follow this standard format unless unusual circumstances require a different arrangement.

1. Call to Order
2. Public Comment
3. Review and Approval of the Minutes of the Previous Meeting
4. Major Agenda Topics (one or two topics; time must be allowed for Partnership questions and discussion.)
5. Reports
6. Good of the Order

- B. Audience Comments during Meetings: At the Chair's discretion, comments may be taken from the audience. The Chair should call on audience members wishing to make comments. Partnership members can ask to have audience members speak. Audience comments should be limited to two minutes. Organized groups or private citizens may attend ETP meetings and provide input during the audience comment period.

- C. Staff Support: ~~(through December 2015)~~

1. Lead Staffing Agency: King County will be the Staffing Agency through the end of the term of the Eastside Transportation Partnership Agreement ~~December 2015.~~
2. Responsibilities: The Staffing Agency will provide general administrative and program support for the ETP.
 - a. maintaining the board membership rosters and distribution lists;
 - b. arranging for board meetings, including scheduling, agendas and rooms;
 - c. collecting, administering and disbursing board dues;
 - d. providing board meeting support to the chair(s) or co-chairs and vice chair(s);

- e. attending board meetings; and
- f. preparing board meeting summaries.

D. Other Support: Each member jurisdiction is expected to contribute such staff as is necessary to accomplish agreed upon tasks. All TAC members shall share responsibility for the drafting of materials and recommendations.

E. Cost Sharing Guidelines:

1. Yearly Dues: The board members shall pay a minimum \$100 per voting member in annual dues to remain in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by non-voting members, will be determined by the board and included in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the board. The designated Lead Agency shall not be required to pay yearly dues.
2. Annual Review of Financing: The board shall determine by June 30 of each year whether additional annual dues above \$100 per voting member will be required of the board member jurisdictions for the following year.
3. Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for other than King County to recuse itself from further financial obligations. Recused members, or by a method as determined by action of the board, may not vote on determining the additional financial contribution or uses for the additional funds.
4. Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5959
October 19, 2021
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 5959: US Climate Mayors initiative	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Authorize Mayor Wong to Sign-on to the US Climate Mayors initiative.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Ross Freeman, Sustainability Analyst
COUNCIL LIAISON:	Benson Wong Choose an item. Choose an item.
EXHIBITS:	1. n/a
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

SUMMARY

Recently, the City was approached about joining the **US Climate Mayors** initiative. This voluntary, nonpartisan network representing more than 470 communities nationwide aims to demonstrate climate leadership through meaningful local action. In the past, the City has endorsed similar measures that align with the City's goals. See: <https://www.wearestillin.com/signatories>.

The positions advocated by this organization align with the City's sustainability goals, and the initial commitments required reflect work the City does already, or work that is currently underway. See: <https://climatemayors.org/join-us>.

At this time, a number of the City's regional partners have joined the initiative, such as Kirkland, Redmond, Snoqualmie, Seattle, as well as several other cities in Washington (see: <https://climatemayors.org/member-cities>). Mayor Wong would like to join the initiative and has received the support of the Sustainability Committee in taking this proposed action.

RECOMMENDED ACTION

Authorize Mayor Wong to Sign-on to the US Climate Mayors initiative.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5955
October 19, 2021
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB 5955: One-Year Extension of the 2019-2021 Fire Collective Bargaining Agreement	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Approve the one-year extension of the 2019-2021 Fire Collective Bargaining Agreement.	<input checked="" type="checkbox"/> Action Needed:
		<input checked="" type="checkbox"/> Motion
		<input checked="" type="checkbox"/> Ordinance
		<input type="checkbox"/> Resolution

DEPARTMENT:	Human Resources
STAFF:	Jessi Bon, City Manager Rachel Turpin, Madrona Law Group
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Proposed One-Year Extension of the 2019-2021 Police Collective Bargaining Agreement
CITY COUNCIL PRIORITY:	n/a

SUMMARY

Recently, outside legal counsel, Rachel Turpin from Madrona Law Group, has been corresponding with the President of the Professional Firefighters Association of Mercer Island ("IAFF Local 1762"), on behalf of the City, to discuss a one-year extension of their 2019-2021 collective bargaining agreement (Exhibit 1).

The IAFF Local 1762 is comprised of 28 union members, including three battalion chiefs, six lieutenants, and 19 firefighters. The current IAFF Local 1762 collective bargaining agreement (CBA) is set to expire on December 31, 2021. The proposed one-year extension of the 2019-2021 CBA would postpone the commencement of formal bargaining of the wages, hours, and conditions of employment set forth in the successor IAFF Local 1762 CBA until 2022. This supports the City's need to focus its attention on addressing the impacts of the COVID-19 Pandemic on City operations and finances and the resulting difficulty on participation in comprehensive negotiations for successor labor agreements with multiple bargaining units.

The parties agree that all terms and conditions of the CBA will remain unchanged, except for an annual cost of living adjustment (COLA) based on 100% of the Seattle/Tacoma/Bellevue CPI-W (first half index released in July 2021), as outlined in the current CBA. This amounts to a 3.3% COLA for members of the IAFF Local 1762 in 2022. The 2022 adopted budget for salary and benefits for represented Fire Department employees was based on a 2.2% COLA for a total of \$4,864,044. The estimated increase to the 2022 budget for a 3.3% COLA is approximately \$41,717.

RECOMMENDED ACTION

Authorize the City Manager to sign the 2021 Extension of the 2019-2021 Fire Collective Bargaining Agreement with the Professional Firefighters Association of Mercer Island (IAFF Local 1762) for the period of January 1, 2022 through December 31, 2022, in substantially the form attached hereto as Exhibit 1.

AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON

and

**PROFESSIONAL FIREFIGHTERS' ASSOCIATION OF
MERCER ISLAND
(INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1762)**

**JANUARY 1, 2022
THROUGH
DECEMBER 31, 2022**

AGREEMENT

By and Between

CITY OF MERCER ISLAND, WASHINGTON

and

**PROFESSIONAL FIREFIGHTERS ASSOCIATION OF MERCER ISLAND
(INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1762)**

**JANUARY 1, 2022
THROUGH
DECEMBER 31, 2022**

This Agreement is by and between the City of Mercer Island, Washington, hereinafter referred to as the "City" and the Professional Firefighters Association of Mercer Island (International Association of Firefighters, Local 1762, AFL-CIO), and hereinafter referred to as the "Union." The term City as used hereafter shall mean the City Council of Mercer Island or its lawfully delegated representatives.

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ARTICLE I - RECOGNITION

Section 1: The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of its full-time Fire Department employees employed in work classifications set forth in **Appendix A**.

Section 2: For purposes of this Agreement, a “full-time employee” is defined as an employee in a position that is budgeted by the City as full-time. Notice of full-time appointment status must be given by the City.

Section 3: For purposes of this agreement, a “regular” firefighter or “regular” officer is defined as a full-time position authorized by the City, which has been hired or promoted through the Civil Service Process and is governed by the terms of this Agreement. The Union will be given at least 14 days prior notice to any proposed changes to the Civil Service Rules.

Section 4: The City recognizes the Union members need for privacy. The Union member has a presumed level of privacy when using an employee owned electronic device, while on duty. All information contained in and or transmitted from an employee owned device is the property of the employee and the City has no claim to ownership of, or anything contained in, under any circumstances. This is regardless of whether the device gains access to the internet through a Union or City supplied connection or wireless access point. Nothing in this article supersedes public disclosure laws regarding official business.

Section 5: For the purposes of this agreement, “immediate family member” shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law.

ARTICLE II - NONDISCRIMINATION

Section 1: The parties to this Agreement agree to continue their policy of no discrimination against any employee or applicant for employment because of race, creed, religion, color, age, sex, national origin, marital status or legal union activity in regard to employment, advancement, working conditions, rates of pay acceptance into union membership or selection for employment.

Section 2: The term “employee” as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE III - DEDUCTION OF UNION DUES

Section 1: A duly elected officer of the Union shall notify the Employer, in writing, of the union dues, representation fees, initiation fees, and assessments charged by the Union. Those employees who voluntarily consent to pay such dues/fees/assessments will provide written authorization for the payroll deduction of such dues/fees/assessments to the Union, and the Union will in turn forward that written authorization to the Employer. Upon receipt of such a written authorization, the Employer will begin to deduct from employees’ pay the amount of such

dues/fees/assessments and forward them to the Union on a monthly basis. The Employer will stop deducting dues/fees/assessments for employees who revoke consent in writing. Such revocation will be communicated to the Union, which will in turn promptly communicate it to the Employer.

Section 2: Employees shall have the ability to make regular uniform donations to the IAFF and WSCFF Political Action Committee (PAC) through regular payroll deductions. Requests to begin or end such voluntary donations shall be made in writing by the employees. Such donations shall be forwarded monthly to the Union and will be accompanied by a list of names and employees affected and the amount transmitted with regard to each.

Section 3: New-Hire Orientation – The Employer shall notify the Union of all new employees hired into the bargaining unit. The Union shall be afforded 4 hours of the newly-hired employees regular working time for purposes of presenting information about Union membership and bargaining representation.

ARTICLE IV - HOURS OF WORK

Section 1: The hours of duty shall normally be two consecutive twenty-four (24) hours shifts on duty for an average forty-eight (48) hour week. The forty-eight (48) hour week is a three-platoon schedule (A, B, and C platoon). The shift cycle will be 48 hours on duty followed by 96 hours off duty. Kelly days are used to equalize the shift schedule so as not to exceed the assigned work schedule within the FLSA cycle. Daily procedure of the second day of the 48-hour shift should be followed as per department policy.

Section 2: Kelly days schedule assignment shall be chosen based on seniority. Provided that each shift will have 2 officers scheduled prior to annual vacation picks. If a member wishes to change Kelly days for the next year, he will need to let it be known prior to annual vacation picks.

Section 3: The normal schedule shall be the three-platoon schedule and average two (2) consecutive twenty-four (24) shifts within a seven (7) day cycle. Upon advance notification to the employee, the City may, temporarily assign employees to a forty (40) hour (Monday through Friday) week basis provided that such assignment is the total assignment within the seven (7) day cycle. The City will exercise this option only in the case of light duty assignment as detailed in Article IV, Section 4, or in the case of a probationary firefighter who is not yet duty-ready, as detailed in Article IV, Section 6. Such assignment shall not exceed four (4) weeks out of any calendar year for any probationary firefighter. The relief, D-shift, firefighter is exempt from the normal 48/96 consecutive 24-hour shift requirements.

Section 4: Light Duty – Employees unable to perform the full duties of their position due to an injury or illness may, through mutual agreement, be assigned to work light duty. Without mutual agreement light duty is unavailable and will be reported as such. Each light duty assignment will stand on its own and, therefore, shall not set precedent nor shall it establish past practice. An employee working “light duty” may be temporarily assigned (not to exceed six (6) months) to a forty (40) hour work week.

Section 5: The purpose of this section is to comply with the Federal Fair Labor Standards Act, 29 U.S.C. 201 *et seq.* (the “Act”).

The parties agree that the work period for firefighters covered by this Agreement will be the 24-day work period authorized under Section 7(k) of the Act.

The parties agree that the firefighters covered by this Agreement shall be paid a fixed salary no matter how many non-overtime hours the firefighter works during the 24-day work period. Every two weeks the firefighter shall be paid an amount equal to one-twenty sixth of the firefighter's annual salary, including any longevity pay.

The parties also agree that the firefighter shall be paid one-and-one-half ($1 \frac{1}{2}$) times this hourly rate of pay for all hours worked in excess of the 182 hours in the 24-day work period.

Section 6: A "probationary firefighter" attending the Fire Training Academy for the purpose of "initial" entry level firefighter training, may be considered temporarily assigned to a forty (40) hour work week basis provided that such assignment is the total assignment during the seven (7) day cycle. Such assignment for this purpose shall not exceed the duration of the fire training academy.

Section 7: A probationary firefighter who is not duty qualified and attending EMT school, when assigned to a normal three platoon schedule, or when temporarily assigned to a forty (40) hour (Monday through Friday) week, shall be provided compensatory ("comp") time at the rate of time-and-one-half ($1 \frac{1}{2}$) for the number of hours worked for which the firefighter was not regularly scheduled. The individual shall use the comp time hours earned for such work prior to becoming duty qualified. However, when the timing of the individual becoming duty qualified prevents them from using their comp time hours, the individual shall be permitted to accrue the hours for future use, or at the discretion of the City, be paid his hourly rate for the remaining hours.

Intent:

The language in Sections 5 and 6 only apply to non-duty qualified probationary firefighters. The intent is to facilitate training (Fire Academy and Initial EMT School), and reduce overtime costs. This exception does not apply to duty qualified personnel.

Section 8: Through a voluntary process, an employee may be selected by the Fire Chief or his designee to work a 40-hour work week for the purpose of being an instructor at the Eastside Metro Training Group (EMTG) Recruit Academy. This assignment will last the duration of the Academy. The forty (40) hour (Monday through Friday) week basis is provided that such assignment is the total assignment within the seven (7) day cycle. The member's hourly rate will be converted (48-hour to 40-hour work week, multiplied by 1.2) and the member will be compensated an additional 6% in recognition of the assignment. Any overtime worked will be paid at 1.5 times the member's 40-hour workweek rate of pay. If multiple qualified members are interested in the assignment, then management and the Union will agree on an acceptable selection process to determine who will fill the position. The assignment shall not be filled provided no members are interested. During the duration of the assignment, members assigned to the EMTG Recruit Academy are not eligible for operational overtime, aside from overtime related to their Academy assignment. Qualifications for assignment to the EMTG Academy may be dependent on the position required to be filled (i.e., Engineer, Company Officer, Drill Master, etc.). This 40-hour work week does not set precedent and is only applicable to the assignment of EMTG Instructor.

ARTICLE V - OVERTIME AND CALLBACK

Section 1: All off-shift personnel will be paid a minimum of three (3) hours pay at the overtime rate when called back to duty for any reason at the discretion of the Watch Commander.

Personnel attending mandatory meetings, training or department activities where a member's attendance is required will be paid a minimum of three (3) hours pay at the overtime rate. Non-mandatory department related work will be paid time and one half (1 1/2) for each fifteen (15) minutes of overtime or major fraction thereof.

Section 2: Any employee covered by this Agreement shall be paid for overtime at the rate of time and one-half (1 1/2) his hourly rate when replacing a regular firefighter for all or part of a shift for which the individual was not regularly scheduled. Any employee covered by this contract will be paid two and one quarter (2 ¼) his hourly rate when working overtime on one of the identified holidays in this agreement. Those identified holidays are: New Year's Day, Thanksgiving and Christmas Day.

Section 3: All on-shift personnel held over after the regular duty shift terminates will be paid time and one half (1 1/2) for each fifteen (15) minutes overtime or major fraction thereof.

Section 4: Any employee covered by this Agreement working voluntary compensation time shall be paid back by the City at one and one-half (1 1/2) times the hours worked.

Upon leaving employment, the City shall pay all employees for any accumulated and unused compensatory hours at their respective hourly rates of pay in effect at the time of termination.

Section 5: Email usage off-duty is a voluntary action by the employee. Employees are neither encouraged nor discouraged from accessing their email from non-City computers. Any off-duty email access/usage will not be required or compensated by the City of Mercer Island. Any access and usage of the City of Mercer Island email will be consistent with the City of Mercer Island E-mail and Internet Policy.

ARTICLE VI - PRIORITY LIST

Section 1: Scheduling of overtime and shift exchanges shall be controlled by **Appendix E**. Management and Labor agree to create a set of standards, the purpose of which will be to assure that any member who acts at the next higher rank is qualified to do so. Such standards will be mutually agreed upon and members "acting" will be selected from the current Civil Service promotional list, in order of turn and when no such member is available, or there are no names on the promotional list, members will be selected first from those qualified. In absence of either list, members will be selected by seniority.

Section 2: In the event that a firefighter is designated to act as an officer from on-duty personnel, the acting assignment shall be offered by order of placement on the current Civil Service promotional list. If none of the on-duty personnel are on a current Civil Service promotional list, the acting assignment shall be offered on the basis of seniority of the on-duty personnel.

It shall be the responsibility of the City, if practicable, to maintain current eligibility lists.

Section 3: Continuous duty shall not exceed seventy-two (72) hours except under emergency circumstances.

ARTICLE VII - SHIFT EXCHANGES

Section 1: Each member of the Department, receiving prior written permission from the Fire Chief or his designee, shall have the privilege of exchanging shifts with another firefighter. Such exchange shall not result in any overtime compensation except as specified in **Article V, Section 2**.

Section 2: No payback trade: In the case where a "no payback trade" is used, that trade will not result in a negative financial impact to the City. The use of a "no payback trade" will be an exception to the normal trade policy and will occur very infrequently. This type of trade will be used at the discretion of the Union but the Union will notify Fire Department Administration in advance about the Union's intent to utilize a "no payback trade".

ARTICLE VIII - OTHER DUTIES

Section 1: Persons working under this Agreement shall not be assigned to perform long term activities not related to firefighting or first aid work, examples of such activities include, but are not limited to, roof tarring, painting, mechanical maintenance (oil changes, lubrication and tune-up of vehicles). Nothing herein shall preclude the reasonable assignment of normal duties at any time during the twenty-four (24) hour shift.

Section 2: The sole exception to Section 1 of Article VIII is as follows: The member filling the role of maintaining Fire Department facilities and grounds may work off duty, on a voluntary basis, performing construction and building maintenance tasks. The member will be compensated at his/her regular overtime pay rate. Management retains the right to assign such work to the Union member assigned to managing the associated budget or may contract with an outside party to do such work.

Union members' ongoing participation in the budget process, as assigned by the Fire Chief, will be on an individual, voluntary basis.

ARTICLE IX - WAGES

Section 1: Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked **Appendix-A**. This Wage Schedule is considered a part of this Agreement.

Section 2: Duty Out-of-Rank - An employee specifically assigned to duty of performing duties of a higher-ranking position covered by this Agreement than that which he or she is regularly assigned shall be paid as follows:

- Firefighter acting as Lt. shall receive the hourly difference between Step 1 Lt. and Step 5 FF.
- Lieutenant acting as duty B/C shall receive the hourly difference between Step 1 B/C and Step 1 Lt.

Section 3: When it is necessary to use an hourly rate for computing compensation under the provisions of the Agreement, the rate shall be computed on the basis of forty-eight (48) hour week, i.e., the employee's monthly rate multiplied by twelve (12) and divided by 2496.

Section 4: Employees shall receive longevity pay in accordance with the following schedule:

<u>Upon completion of:</u>	<u>% of Salary Scale</u>
	(rounded to the nearest whole dollar)
5 years continuous service	Two percent (2%)
10 years continuous service	Four percent (4%)
15 years continuous service	Six percent (6%)
20 years continuous service	Eight percent (8%)

Longevity compensation shall be due and payable beginning on employee's individual anniversary date and thereafter each consecutive pay period.

Section 5: Each member who has completed an Associate Degree (2-year) or 90 college credits will be compensated an additional \$1,200 per year. Each member who has completed a Bachelor's (4-year) degree will be compensated an additional \$2,100 per year. Compensation will be divided and paid equally in each pay period.

Section 6: Dive Team Leader will be paid \$500 annually.

ARTICLE X - DEFERRED COMPENSATION

City agrees to make a deferred compensation program available to employees and shall match each employee's contribution up to 6.73% of the employee's annual salary, including longevity.

Employees will have the option to have their deferred compensation match placed in a 401(a) account in the employee's name while the employee's portion of contribution will go into their 457 deferred compensation account.

Members may choose between one of two deferred compensation providers: ICMA-RC or Nationwide.

Employees will also have the option of setting up a Roth IRA to contribute to via payroll.

Each employee will have an HRA VEBA account set up in their name. Contribution will be made through LEOFF I medical savings (identified in Article VII) and additional sources agreed upon by the parties and contained in this CBA.

Upon an Employee's completion of twenty-five (25) years of continuous service with the City, the City's deferred compensation contribution will be converted to salary. Additionally this conversion will happen at the request of the employee when, or after they reach 48 years of age, and also have at least 20 years of service.

ARTICLE XI - UNIFORM ALLOWANCE

Section 1: All protective equipment, devices, clothing and uniforms required (by State Law, Federal Law, or the Employer) of the employee in the performance of their duties, shall be furnished by the Employer.

Section 2: The Employer will furnish all required uniform items in accordance with the uniform standards. Uniform articles will be replaced due to wear and tear as determined by the Employer.

Section 3: The Employer shall replace or repair items damaged or rendered non-serviceable while in the performance of assigned duties.

ARTICLE XII - MEDICAL & DENTAL INSURANCE

Section 1: Insurance premiums to provide employees and their dependents medical and dental benefits for the plans currently available shall be paid by the City. The City's contribution shall be based on the LEOFF Health & Welfare Trust Medical Plan 1 and the LEOFF Health & Welfare Trust Dental Plan 2A rates through December 31, 2019. Effective January 1, 2020, the City's contribution shall be based on the LEOFF Health & Welfare Trust Medical Plan F and the LEOFF Health & Welfare Trust Dental Plan 2A rates. Coverage periods shall be based on the plans described above and shall not be reduced during the life of this Agreement.

The City shall pay 100% premium cost for medical and dental insurance for each member, plus 90% of LEOFF Health & Welfare Trust Medical Plan F premium cost and LEOFF Health & Welfare Trust Dental Plan 2A premium cost for dependent coverage, for the period of the contract.

Each employee will have an HRA VEBA account set up in their name. Contributions into each member's HRA VEBA account will be as follows (additional contributions will be made to a member's HRA VEBA account, as identified in Article XXIX):

Effectively January 1, 2020, as a supplement to the medical insurance coverage provided by the City, \$1,200 will be deposited annually into each employee's HRA Veba account on or before January 31, of each year. Employees who opt-out of medical insurance coverage, outlined in Section 2 of this Article will not receive the annual \$1,200 supplement.

The City agrees to insure the LEOFF 1 Firefighter retirees through the LEOFF Health & Welfare Trust. On or before March 1st of each year, the City will calculate any savings realized from moving the LEOFF 1 Firefighter retirees from the AWC Regence Blue Shield Plan A to the LEOFF Health Trust Plans. Savings will be calculated using the formula in **Appendix F** and deposited in each member's HRA VEBA Account.

Section 2: Opt-out of medical insurance coverage - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his/her spouse or another source shall receive a HRA-VEBA contribution equal to 60% of the total premiums that would otherwise be paid by the City. For example, employee plus spouse would receive an amount equal to 60% of the premiums for he/she and his/her spouse, minus the 10% employee contribution for the dependent. Employee with two children and spouse would receive the 60% of the equivalent of those premiums, minus the 10% employee contribution for dependents.

ARTICLE XIII - ADDITIONAL BENEFIT PACKAGE

Section 1: Long Term Disability - The City agrees to provide a long-term disability plan for LEOFF II employees. This plan will be the AWC Standard Insurance long-term disability plan,

offering a 67% benefit payment level following a 90-day waiting period. The premiums for this plan will be paid by the City.

Section 2: Life Insurance - The City agrees to provide all employees with a supplemental life insurance policy. This plan will be the AWC Standard Insurance Life Insurance program. The benefit is equal to 125% of the employee's annual salary. The premiums for this plan will be paid by the City. This benefit also includes an Accidental Death & Dismemberment rider. All premiums for this option will be paid entirely by the employee.

ARTICLE XIV - BEREAVEMENT LEAVE

Leave due to death in the immediate family shall be granted by the City. Such leave shall be five (5) calendar days from notification of death. Bereavement leave is not charged to sick leave.

Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law or father-in-law. However, the Fire Chief or his designee may construe more broadly this definition to other persons living within the employee's household, to others related to the employee by blood or marriage, or to established relationships having attributes of familial ties.

ARTICLE XV - PENSIONS

Pensions for employees and contributions to pension funds will be governed by Washington State statute.

ARTICLE XVI - HOLIDAYS

Section 1: Full-time 48-hour work week Fire Department employees, represented by the Union, shall accrue five (5) twenty-four (24) hour duty shifts off with pay per year. Holiday shifts will be blended with vacation and treated as the same form of leave for administrative purposes.

Section 2: Beginning on January 1st of every year of employment, the employee will be credited with Five (5) holiday shifts, which are accrued one (1) every 2.4 months. The shifts can be used at any time during the year. When an employee resigns or retires, all holidays that were used and not accrued will be paid back to the City by the employee prior to ending their employment with the City.

Circumstances which could preclude the employee from utilizing holiday benefits include, but are not limited to, disability leave or sick leave of said employee or other employees under the control of this Agreement.

Section 3: Employees covered by this Agreement who are scheduled to work the holiday time periods described below shall be paid one and one-half (1-1/2) times their hourly rate for each hour worked during the following periods. Commencing 0800 hours on the holiday and ending 0800 the following day.

1. Thanksgiving Day
2. Christmas Day

3. New Year's Day

Section 4: Except as otherwise allowed in Section 2 above, upon leaving employment, the City shall pay all employees for any accumulated and unused holidays at their respective hourly rate of pay in effect at the time of termination.

ARTICLE XVII - VACATION

Section 1: Vacation shall start at the beginning of the first scheduled duty shift in the vacation period taken off as vacation. Vacation shall end at the beginning of the first scheduled duty shift immediately following vacation. This will normally be 8:00 am of that day.

Section 2: Annual vacation credits shall be earned from the date of employment as follows:

	Hours per Month	Vacation Accrual Hours per Year	Shifts per Year
Less than 60 months (0 to 4 years)	10 Hours	120 Hours	5
60 to 119 Months (5-9 years)	14 Hours	168 Hours	7
120 to 179 Months (10-14 years)	16.5 Hours	198 Hours	8.25
180 to 239 Months (15-19 years)	18.5 Hours	222 Hours	9.25
240 to 299 Months (20 or more years)	22 Hours	264 Hours	11

Section 3: Vacations shall be chosen by the individual firefighter according to his seniority by December 15 of each year and consistent with the procedure set forth in the attached Holiday and Vacation **Appendix B**. After that date, seniority will not prevail on vacation choice. When an employee wants to split his vacation, he may exercise his seniority on preferred dates only once. Vacation periods must have approval of the Fire Chief or his designee and approved vacation time shall be posted by December 15 of each year. Vacations approved as of five business days after December 15 shall not be canceled by the employer, except in the event of an emergency, as determined by the Fire Chief or his designee.

Section 4: Vacation accrual shall not exceed 280 hours on December 31 of each year. Beginning January 1 of each year, no additional hours shall be credited to an employee who has accrued the maximum benefit (280 hours) unless there are circumstances beyond the employee's control, which preclude the employee from utilizing vacation benefits.

Circumstances that could preclude the employee from utilizing vacation benefits include, but are not limited to, disability leave or sick leave of said employee or other employees under the control of this Agreement, minimum manning requirements as outlined in **ARTICLE XXVII - PERSONNEL UTILIZATION** and cancellation of vacation as outlined in **Section 3**. (See above).

Section 5: Upon leaving employment, the City shall pay all employees for any accumulated and unused vacation hours at their respective hourly rates of pay in effect at the time of termination, not to exceed 280 hours.

Section 6: Shift exchanges pursuant to Article VII shall be approved to facilitate vacations.

Section 7: Consistent with the attached Holiday and Vacation Schedule - **Appendix B**, The City will make available one (1) shift every day for the purpose of using accrued leave. When a disability, retirement or resignation is known prior to December 15, the City is only required to make available the sum of all vacation and holiday hours to be accrued in the following year, in the form of 24-hour shifts. When scheduling the sum total of vacation and holiday leave, the entire calendar shall be considered “open” when scheduled before December 15. Once these shifts are scheduled, the City will honor those commitments unless there is an emergency as defined in **Article XVII, Section 3**.

Section 8: Solely for the purposes of vacation and holiday selection, **Appendix B** or anywhere that specifically refers to this section, an employee is considered disabled when projected to be out for more than three (3) shifts. The disability will end when the employee returns to work.

Section 9: When an employee decides to resign or retire, the employee should provide the City with as much notice as possible. This is in an effort to give the City lead-time to prepare and plan for the replacement of the resigned or retired employee.

ARTICLE XVIII – HRA-VEBA ACCOUNT

The City of Mercer Island (“Employer”) has adopted the HRA VEBA Medical Expense Plan (“Plan”). Employer agrees to contribute to the Plan on behalf of all employees in the collective bargaining group (“Group”) defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. Contributions to a member’s account are defined in Article XII, Article XVIII, Article XXVIII, and Article XXIX.

Section 1: Each employee shall be required to contribute a percentage of his/her base pay + longevity each pay period to a HRA VEBA Account. This amount will be determined by the Union on an annual basis and communicated to the City by December 1st for the following year. If no change is communicated the status quo will be continued.

Section 2: By March 1st the City will provide each member with an individualized report detailing contributions to the members HRA VEBA account for the previous year to include; a breakdown and explanations of the contributions, as well as dates and amounts of each contribution.

ARTICLE XIX – JURY DUTY/PAY

Section 1: An employee serving on a jury will be excused from work with pay provided that the City salary paid to the employee for the period of jury service shall be reduced by the amount of money received for that service.

Section 2: Any firefighter who, as a result of fire department duties, is required to appear before a court, legislative committee, or a quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. However, his or her City salary shall be reduced by the amount paid for such appearance.

Section 3: Any firefighter required to serve on a jury, assigned to 24-hour platoon duty, will be released from duty by 1900 hours the day prior to reporting for jury duty. A firefighter assigned to jury duty when released from jury duty after 1400 mid-shift will not be available for a return to duty assignment until the next shift they are assigned to.

ARTICLE XX - LAYOFF

Section 1: Employees having completed probationary service but having less than thirty (30) months in the department shall be entitled to fifteen (15) days' notice prior to being laid off due to a reduction in force.

Section 2: Employees having thirty (30) months or more service in the department shall be entitled to thirty (30) days' notice prior to being laid off due to a reduction in force.

ARTICLE XXI - GRIEVANCE PROCEDURE

In an effort to settle issues prior to filing a grievance, both parties recognize they may use the Labor Management Committee process. To that end, if both parties agree in writing, the timelines specified in the grievance procedure may be delayed if agreed by both parties.

The Union reserves the right to file a grievance on behalf of itself or an individual.

Disputes regarding the interpretation of the Agreement shall be handled in the following manner:

Step I: The Union shall formally submit grievances in writing to the Fire Chief or his designee. Such submission shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances which are not filed within sixty (60) calendar days from the date of the alleged violation shall be deemed waived for all purposes.

The Fire Chief or designee shall convene a Step I meeting within five (5) calendar days of receipt of a grievance. Attendance at such meetings may include appropriate supervisors, Union representative and the individual grievant. The Fire Chief or designee shall render a decision in writing to the Union within seven (7) calendar days after the conclusion of the Step I meeting.

Step II: The decision of the Fire Chief or designee may be appealed in writing to the City Manager within five (5) calendar days of its receipt. The City Manager shall review the facts, convene any meeting involving the parties which he deems appropriate, and shall issue in writing the final position of the City within fifteen (15) days of receipt of the Step II appeal.

Step III: Disputes remaining unresolved shall be submitted to arbitration within thirty (30) calendar days of the receipt of the Step II answer of the City. The arbitrator shall be selected from a list requested from the American Arbitration Association pursuant to its voluntary labor rules. Only grievances which involve an alleged violation by the City of a specific article or provision of the

Agreement and which are presented to the City in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

The decision of the arbitrator shall be final and binding upon the parties. Provided, however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; further provided, rendition of a decision or award shall be in writing within thirty (30) calendar days of the close of the hearing (or submission date of written briefs) and shall include a statement of the reasoning and grounds upon which such decision or award is based.

The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be borne separately by the party incurring the expense. Time described herein may be extended by mutual agreement of the parties.

The City shall have the right to discipline or discharge employees for just cause. Such discipline beyond the level of oral reprimand will come from the Chief or Deputy Chief and the Union will receive written notification, once administered.

ARTICLE XXII - UNION REPRESENTATIVE AND UNION ACTIVITIES

Duly authorized Union representatives shall be permitted to visit the department during operating hours for purposes consistent with this Agreement, providing that they do not interfere with working employees or violate security policies.

The Union reserves the right to maintain its own internet connection at all stations. The Union will bear all future cost involved with maintaining their own internet connection.

The Union shall bear the costs of release time for all Union activities. The parties agree to continue the practice of utilizing surplus staffing days as a means of facilitating the use of union release time, up to eight (8) shifts annually. Shift exchanges to facilitate such activities shall be automatically approved unless such exchange results in overtime cost to the city, at the time of the trade.

ARTICLE XXIII - BULLETIN BOARDS

A bulletin board shall be provided by the City and located in a mutually satisfactory place for posting by the Union of Union business, notice of meetings, Union elections and results of Union elections.

ARTICLE XXIV - NO STRIKES

The Union agrees that there shall be no strikes, slowdowns, stoppages of work, or any interference with the efficient management of the fire department. The City agrees that there shall be no lockout of employees.

ARTICLE XXV - SAVINGS CLAUSE

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE XXVI – PROBATIONARY PERIOD

The probationary period for newly hired employees shall start on the first day of employment and continue for a period not to exceed eighteen (18) months. Employees discharged during the probationary period may not grieve the discharge.

ARTICLE XXVII - PERSONNEL UTILIZATION

Section 1: All assignment of personnel shall be at the discretion of the Fire Chief or his designee. Minimum manning, where regular firefighters are assigned, shall be maintained at all times for safety and efficiency.

- A) One (1) regular B/C, or Lieutenant in charge of Station 91 and 92.
- B) One (1) regular Lieutenant, or Acting Firefighter in role of "Lieutenant" at Station 92.
- C) One (1) regular Lieutenant, or Acting Firefighter in the role of "Lieutenant" at Station 91.
- D) Four (4), two (2) regular Firefighters at Station 91 and two (2) regular Firefighters at Station 92.

Section 2: At that time any of these Officers may work in the Lieutenants position at either station and may be assigned to the north or south stations. When there is one Lieutenant and an Acting Lieutenant available to fill the two Lieutenants roles, the Lieutenant will work at Station 92 and the Acting Officer will work at Station 91.

Section 3: In January of 2003 the Union and the City agreed to re-title the rank of Company Officer to Lieutenant. As a result, there would be six full Lieutenants on the Fire Division staff. The union does not intend this change in rank structure as an incremental step towards a captain's position. In contrast the ultimate goal of this change in the rank structure is to reflect the industry standard set forth by the majority of our comparable agencies.

ARTICLE XXVIII - SICK LEAVE

Section 1: Sick leave shall be granted in accordance with state and Federal laws. State and Federal laws will provide the minimum basis for sick leave use and will not restrict existing practices or contract language that is currently in place.

Section 2: When an employee goes on sick leave, he/she must notify his/her supervisor as soon as reasonably prudent. Failure to do so may result in denial of sick leave pay. The City may, for cause, require a physician's statement. The City will notify the Union in writing, any time a physician's statement is requested from a member.

Section 3: Employees shall earn sick leave on the basis of twenty (20) hours per month. The maximum sick leave which may be accrued and used in any event shall be 1440 hours.

Section 4: Disability Leave - Whenever an employee incurs a duty-related illness or injury, but has not accumulated sufficient sick leave, the City will provide necessary additional leave up to the six (6) month maximum allowed per absence. The leave provided by the City after an employee exhausts accrued sick leave shall be considered disability leave.

Benefits for employees on LEOFF II disability will be coordinated with Worker's Compensation so the employee will receive the equivalent of base salary (including longevity, if applicable). Employees will continue to receive all benefits while on sick leave or disability leave.

Section 5: No compensation shall be paid at termination of employment for accrued sick leave.

Section 6: For each calendar month that an employee does not use any hours of sick leave the City will deposit \$250 into the employee's HRA VEBA account, this contribution will be made on or before March 1st of each year.

In the event that it becomes clear at any point in time based upon available information that the incentive for not using sick leave during a particular month that has been negotiated by the parties is unlawful, then the incentive will immediately become null and void, and the language that is set forth below will immediately be re-inserted into the parties' CBA and will immediately become effective:

"LEOFF II employees may elect to convert accrued vacation, holiday and/or comp time hours into sick leave hours at a conversion ratio of 1:2. As an example, 24 hours of vacation would convert to 48 hours of sick leave. Once converted, they remain converted. Employees may exercise this provision by written notice to the Fire Chief or his designee on the first day of each month. Conversion must take place prior to injury or illness."

Section 7: In the case of a healthy normal childbirth or adoption, the City shall grant the employee/parent the maximum amount of FMLA leave available under the circumstances presented. The amount of leave shall be determined in accordance with the regulations governing the federal FMLA, as the same exists or is hereafter amended. Normally this will be 12 weeks unless the employee has already utilized some of their FMLA leave for another purpose. The leave will be paid leave provided that the employee has sufficient paid leave available to cover his or her entire absence. The employee shall use accrued available sick leave, comp time and vacation concurrently with the FMLA leave to which the employee is entitled. Sick leave will be used for the mother's disability and her care, just prior to and/or following childbirth as declared by her doctor. The remainder of the leave used shall be charged to vacation or comp time, unless the employee exhausts all available paid leave before the end of his or her absence, in which case the end of the leave shall be unpaid. A husband and wife, both City employees, may only use their FMLA leave to the maximum extent allowed by the FMLA under the circumstances presented.

ARTICLE XXIX - PHYSICAL FITNESS AND WELLNESS

Section 1: The Union and the City agree that the physical fitness of Union members is important to their health and safety. Physical fitness is the personal responsibility of each Union member. The City and the Union both support and encourage firefighters to be physically active and to be involved in a personal program of regular exercise. Toward that end, Union firefighters shall perform one (1) hour of physical fitness per duty shift and may have a biennial full medical physical

as described in Appendix J, paid for through existing medical coverage and any remaining cost by the City, with the results being confidential to the Union member.

Sections 2: The City will provide a \$500 “Healthy Habits” stipend to all employees to encourage off duty fitness, stress reduction and healthy eating habits in connection with training provided by Dr. Maureen Pierce. This stipend will not factor into the Total Cost Compensation (TCC) and will be deposited in the employees HRA VVEBA on or before January 31 of each calendar year.

ARTICLE XXX - SMOKING

Smoking is not permitted while on duty.

ARTICLE XXXI - TERM

This Agreement becomes effective retroactively to January 1, 2022 and shall remain in full force and effect through December 31, 2022 and thereafter until a new Agreement is negotiated.

ACCEPTED and APPROVED this _____ day of _____, 2021.

CITY OF MERCER ISLAND

PROFESSIONAL FIREFIGHTERS
ASSOCIATION OF MERCER ISLAND
(IAFF LOCAL 1762)

Jessi Bon
City Manager

Ray Austin
President

Attest:

Deborah Estrada
City Clerk

Approved as to Form:

Bio Park
City Attorney

APPENDIX A CLASSIFICATION AND WAGE SCALE

MERCER ISLAND FIRE

January 1, 2022 Pay Scale

COLA for all ranks of 3.3% - 100% First Half 2021 CPI-W Seattle-Tacoma-Bellevue

STEP %	2022 HOURLY	O.T.	BI-WEEKLY	MONTHLY	ANNUAL	A/LT
1 (Starting Wage)	33.00	49.51	3,168.42	6,864.90	82,378.86	3.93
2 (Month 13)	34.88	52.33	3,348.90	7,255.96	87,071.49	3.93
3 (Month 25)	36.70	55.05	3,523.44	7,634.12	91,609.42	3.93
4 (Month 37)	40.09	60.14	3,848.71	8,338.87	100,066.46	3.93
5 (Month 61) 2%	40.89	61.33	3,925.07	8,504.32	102,051.81	3.93
Month 121 w/out longevity	41.45					
6 (Month 121) 4%	43.13	64.69	4,140.26	8,970.57	107,646.86	3.93
Month 181 w/out longevity	42.22					
7 (Month 181) 6%	44.75	67.12	4,295.96	9,307.91	111,694.90	3.93
Month 241 w/out longevity	43.12					
8 (Month 241) 8%	46.57	69.85	4,470.49	9,686.07	116,232.83	3.93
LIEUTENANT						A/BC
1 (Month 37)	44.81	67.22	4,301.91	9,320.80	111,849.60	7.56
2 (Month 61) 2%	45.72	68.58	4,389.18	9,509.88	114,118.57	7.56
Month 121 w/out longevity	46.37					
3 (Month 121) 4%	48.22	72.33	4,629.16	10,029.85	120,358.22	7.56
Month 181 w/out longevity	47.21					
4 (Month 181) 6%	50.04	75.06	4,803.70	10,408.01	124,896.15	7.56
Month 241 w/out longevity	48.22					
5 (Month 241) 8%	52.07	78.11	4,999.06	10,831.29	129,975.53	7.56
BATTALION CHIEF						
1 (Month 37)	52.37	78.56	5,027.82	10,893.60	130,723.26	
2 (Month 61) 2%	53.42	80.12	5,127.98	11,110.62	133,327.41	
Month 121 w/out longevity	54.17					
3 (Month 121) 4%	56.34	84.51	5,408.62	11,718.68	140,624.19	
Month 181 w/out longevity	55.16					
4 (Month 181) 6%	58.48	87.72	5,613.90	12,163.45	145,961.41	
Month 241 w/out longevity	56.34					
5 (Month 241) 8%	60.85	91.28	5,841.99	12,657.64	151,891.66	
FIRE MARSHAL	70.00	104.99	5,599.69	12,132.65	145,591.85	

*

= Red shaded rates are pay rates WITHOUT longevity (don't use)
The rates below the red shaded rates include longevity (apply these rates)

A/LT = Difference between Step 1 Lt and Step 5 FF (Month 37)

A/BC = Difference between Step 1 B/C and Step 1 Lt

APPENDIX B

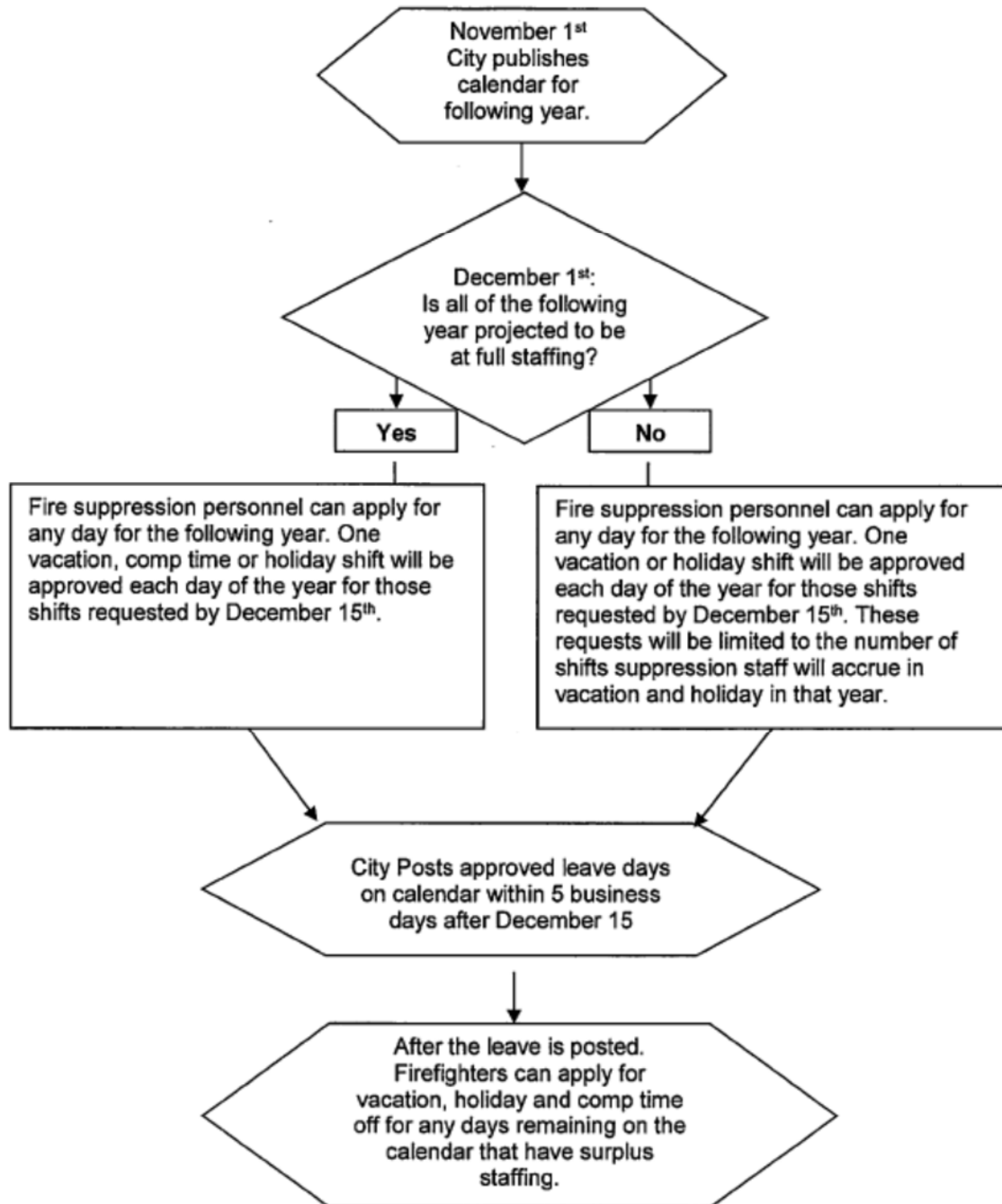
VACATION & HOLIDAY SELECTION AND APPROVAL PROCESS

The objective of this agreement is to assure that firefighters have the opportunity to take off as much time as they accrue in holiday and vacation time in each year. In addition, the City agrees that at vacation selection time, one (1) shift any day, 365 days of the year will be available for a vacation or holiday day off; provided, however, that in a year that staffing levels are not full due to projected retirements, disability or resignations, the City is only obligated to approve the number of leave shifts equal to the sum of vacation and holiday shifts earned by staff in the year affected.

The following text is to describe the process used for the selection and approval of vacation and holiday leave shifts.

1. On November 1, the City will have the following years shift assignments complete and the calendar published.
2. On December 1, a final determination will be made as to whether the following year is at full staffing or not. It would not be considered full staffing, if on December 1 it is projected that all shifts are not fully staffed with eight (8) firefighters due to projected retirements, disabilities or resignations.
3. On December 15, the employees will have prioritized and submitted their initial requests for vacation and holiday shifts off.
 - (a) If the following year is projected to be at full staffing level (eight (8) firefighters available each day) Fire Suppression Staff can put in for one shift off each day up to 365 days. This leave can be Vacation, Holiday or Comp time. These shifts will be approved.
 - (b) If the following year is projected to be less than fully staffed (less than eight (8) firefighters available each day) due to projected retirements, disabilities or other uncontrollable circumstances, the number of shifts in this initial request will be limited to the number of vacation and holiday shifts earned by the employee group in the year these shifts are being requested. These requested shifts shall be limited to one per day.
4. By December 15, these initial vacation and holiday shifts will be posted on the calendar. These shifts will be approved or denied within five (5) business days after December 15.
5. After this leave is posted, firefighters can request vacation, holiday or comp days off on any day of the calendar with surplus staffing.

APPENDIX C
LEAVE FLOW CHART



APPENDIX D

BATTALION CHIEF ROLES AND DUTIES

Leadership Management Shift

The City of Mercer Island and the Mercer Island Professional Firefighters Association agree to the following transfer and or increase of responsibilities to the Battalion Chief position.

Intent: The intent of this part of the agreement is to recognize the modifications to the role and responsibilities of a Mercer Island Battalion Chief that have made the position more reflective of the roles and responsibilities of Battalion Chiefs in comparable Fire Departments. Roles such as, but not limited to;

- 1 Increased management responsibilities and maximizing 8 - 5 workday
- 2 A shift from company operations to administrative duties
- 3 Removal of some firefighter skills/training and replace with incident management, management, and leadership skills/training
- 4 Reduce company level operations/supervision and function independently as a multi-company shift manager to include more administrative duties.
- 5 Stratify skills for the position of Battalion Chief

The City agrees the pay a stipend, of at least \$35 a month to the Battalion Chiefs, for voluntary cell phone and email use. This will enable them the opportunity to keep the budget process moving smoothly through continued approval of budget requests, even during their absence. The BCs voluntarily participate in this process and are under no obligation to do so (See **Article V, Section 5**). Additionally the member has a presumed level of privacy regarding the data package and the City has no claim to ownership of, or anything contained in said data package, under any circumstances.

Training

The City of Mercer Island agrees to continue supporting Battalion Chief related training that is consistent with Federal laws, State laws, and that meet the responsibilities and duties that are required

The association agrees to minimize Firefighter 1 training for Battalion Chiefs only to a level to maintain the ability to maintain a limited Firefighter 1 status. The intent is to maintain the ability to act as a standby team in structural firefighting operations and maintain EMT/Defib status.

Intent: The intent of this part of the agreement is to ensure that Battalion Chief's receive training for the responsibilities that they are assigned. Furthermore, dependent on budgetary constraints, the City of Mercer Island is willing to support building the body of knowledge and skills and abilities for the Battalion Chief's by financially supporting training and educational opportunities that will expand the capabilities of the individual in the BC position. Currently this would include the "Chiefs Week" offered by Zone One.

Additionally, the intent of this part of the agreement is to reduce the level of "Firefighter 1" Training required of the Battalion Chief's position. The amount of "Firefighter 1" Training will reflect the roles and responsibilities of the Battalion Chief's position within the organization.

APPENDIX E

SHIFT EXCHANGES AND OVERTIME FOR BATTALION CHIEFS

The City of Mercer Island and the Mercer Island Professional Firefighters Association agree to the following change to maintain a shift exchange benefit that has been in effect prior to this agreement.

- 1 The Battalion Chiefs will only complete shift exchanges that will not increase staffing of more than one Battalion Chief per shift.
- 2 Both parties agree that in the event a Battalion Chief is not able to complete a desired shift exchange, he/she may take the shift off and have the position back-filled with overtime.
- 3 If an overtime shift is created by a Battalion Chief shift exchange, the Battalion Chief making the trade agrees, and is obligated to reschedule his/her shift on a day that would reduce the number of overtime hours on a shift equal to that taken off.
- 4 Each Battalion Chief is allowed to accrue no more than two (2) owed shifts of overtime coverage. If upon termination of employment the Battalion Chief still has accrued shifts owed to the City, the City will be compensated for those shifts.
- 5 The firefighters association will continue to monitor and schedule the overtime callback systems. The firefighters association will ensure that minimum staffing requirements are maintained and prevent the scheduling of two Battalion Chief's on duty simultaneously

Intent: The intent of this part of the agreement is to ensure that the Battalion Chiefs suffer no loss in benefit regarding the shift exchange practice, as a result of the changes to the Battalion Chiefs position.

Intent: The intent of this part of the agreement is to stratify Battalion Chief skills and maintain overtime equalization between Battalion Chiefs, Lieutenants, and Firefighters.

APPENDIX F

LEOFF 1 FIRE RETIREE HEALTH INSURANCE PREMIUM SAVINGS CALCULATIONS FOR ANNUAL HRA VEBA CONTRIBUTION

On or before March 1st of each year, Bargaining Unit members will receive a contribution to an individual HRA VEBA Account.

Contributions are based on 50% of the actual savings realized from moving the LEOFF 1 Fire retirees from Association of Washington Cities (AWC) Regence Blue Shield, Plan to the LEOFF Health and Wellness Trust Plan 1.

Annual savings will be calculated as follows:

Past Year's LEOFF 1 Retirees Premium Cost under the AWC Regence Plan

Subtract

Past Years' LEOFF 1 Retirees Premium Cost under LEOFF Health & Welfare Trust Plan 1

Equals Savings Subtotal

Add back in out-of-pocket expenses paid for uncovered medical expenses (paid by the City) that would otherwise be covered under AWC Regence Plan.

Equals Actual Savings

Divide by 2

This total will then be divided equally among active bargaining unit members and contributed to his/her individual HRA VEBA Accounts.

APPENDIX G

TRAINING OFFICERS

Recognition

The City recognizes the Local IAFF 1762 as the sole and exclusive bargaining agent for all collective bargaining issues.

Both parties recognize these two positions as special assignment, collective bargaining work of Local 1762.

Wages

Training Officers (TOs) shall be compensated at the same overtime (OT) wage rate they earn as a firefighter or fire officer.

Hours

The weekly TO work hours will be driven by legal training requirements and the budget allotment approved in the biennial budget. Management shall determine how many hours per week are budgeted, and subsequently authorize training officers to establish a workweek based on the following provisions:

Each of the two TOs will be authorized 250 hours annually in which to conduct their training duties. Any additional TO hours will require authorization from the Fire Chief.

If a TO is temporarily unable to fulfill their duties, their position can be temporarily filled from the eligibility list of the previous TO selection process in the order of their rating.

Duties

TOs may be assigned to work outside of their jurisdiction with the EMTG.

Selection Process for Training Officers

Individuals filling the role of TOs shall be selected from candidates within the Mercer Island Fire Department and bargaining unit 1762.

The following guidelines shall govern the selection process for training officers:

- The selection process shall be impartial, job-related, and shall assess the candidate's ability to program the requirements of the position.
- A committee shall be comprised of one (1) management representative, one (1) labor representative, and a current training officer or an outside representative.
- Scoring shall be derived from an objective, agreed upon process, and based on a presentation by candidates.
- TO Candidates must meet the following criteria:
 - Fire Instructor 1
 - Incident Safety Officer
 - Minimum of 5 years experience

Candidates past work record, education, knowledge of job duties and ability to perform all requirements of the job.

All bargaining unit members will have the ability to apply for the TO position, with the exception of the current BC of Training.

TOs will receive an annual performance evaluation, based upon their TO position, from the BC of Training.

Priority will be given to those individuals who have not served in the role of TO previously. For those that have served as TOs prior, one rotation would have priority over two previous rotations.

Members will be excluded from two consecutive terms, unless no other candidate is available.

*All candidates will be considered as having a clean slate for the October 2013 process, with the exception of the current serving TOs.

Rotation

TOs selected to this position shall remain in this position for a period of up to four years, unless removed for cause.

A TO selection process will occur every two years, resulting in an offset of two years for each Training Officer. This will allow for at least one TO in the Training Division to have at least two years' experience when a new TO is selected.

Training Officer Selection

The Selection Committee shall evaluate each training officer candidate through an agreed upon process giving them a numerical score. A seniority credit, calculated as $\frac{1}{4}$ point multiplied by years of service will be added to the score. (Example: 15.75 years of service times .25 equals 3.93 points). The resulting values will be used to produce a prioritized list of candidates for the training officer position. The list shall remain valid for two (2) years.

The number one candidate shall be selected to fill a 6-month period as a provisional training officer. This 6-month period will be used by the Fire Chief to evaluate the performance of the provisional training officer.

The candidate who successfully meets the performance expectations will be granted regular status, by the Fire Chief, for the remaining three and one-half year period. Performance expectations will be clearly outlined for the candidate.

If a provisional training officer does not meet the performance expectations of the position, the Fire Chief will not grant regular status and he/she will be removed from the position. The Fire Chief will present the candidate and Union with a written explanation stating the reasons and supporting evidence for the candidate's removal. The next highest candidate on the training officer list will then be selected to fill the vacancy, and this process will be repeated. Disagreements about the Chief's decision to remove the candidate will be settled through the grievance process.

The seniority credit will not set a precedent for any other selection process.

APPENDIX H

CITY OF MERCER ISLAND FIRE DEPARTMENT Substance Abuse Policy

These policies and procedures have been agreed to by the parties and shall become a part of the current labor agreement between the City of Mercer Island and the International Association of Firefighters Local 1762. All applicable articles of the contract shall apply to these policies and procedures.

A. PURPOSE

The City of Mercer Island recognizes that employees are our most valued resource. The goal of this policy is to ensure a substance abuse free workplace providing prevention, training and rehabilitation for employees. In order to protect the health, welfare, and safety of its employees, and the citizens whom they serve, the following policy regarding substance abuse in the work place is adopted.

B. POLICY

1. It is the policy of the City of Mercer Island to provide an alcohol- and drug-free workplace for its employees.
2. The City's philosophy on substance abuse is to emphasize prevention, training, rehabilitation, and recovery from substance abuse. Counseling and support will be made available through an Employee Assistance Program, and the employees' right to privacy will be respected at all times.
3. It is the responsibility of the City and the Union to preserve and protect public trust, public safety, and fitness for duty.
4. It is the responsibility of all employees to report for duty able to perform their jobs safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.
5. The possession, manufacture, use, distribution, or sale of alcohol, unlawful drugs or drug paraphernalia on City premises or while on duty is prohibited.

C. APPLICABILITY

This policy applies to all bargaining unit employees through the rank of Battalion Chief.

D. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

2. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal, State, or City drug laws.
3. Counseling means participation in a substance abuse treatment or rehabilitation program provided through the City of Mercer Island's Employee Assistance Program (EAP).
4. Criminal drug statute means a criminal law involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
5. Medical Review Officer (MRO) is a licensed physician selected by joint agreement between the parties to receive positive drug test results from the laboratory, analyze and interpret the results, and report to the employer those results as outlined in Sections H and I of this policy.
6. Prohibited Substances are those substances whose dissemination is regulated by law, including, but not limited to narcotics, depressants, stimulants, hallucinogens and alcohol. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed. The drugs and/or their metabolites that are included in these categories are as follows:
 - a. Cocaine
 - b. Opium or opiates
 - c. Phencyclidine (PCP)
 - d. Amphetamines or methamphetamine
7. Reasonable suspicion means facts and circumstances sufficiently strong to lead a reasonable person to suspect that the employee is under the influence of drugs and/or alcohol.
8. Substance abuse means the use of a substance, including medically authorized drugs other than as prescribed for the user, which impairs job performance or poses a hazard to the safety and welfare of the employee, the public or other employees.
9. Substance Abuse Professional (SAP) is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.
10. Unreasonable delay means a delay of the testing procedure for a period of time, as defined by the collection site or laboratory personnel, which would render the test useless or inaccurate.

E. EDUCATION

Pursuant to the provisions of the Drug-Free Workplace Act of 1988, the City will establish an education and training program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's program will inform employees about:

- The dangers of drug and alcohol abuse in the workplace;
- The City's policy of maintaining a drug- and alcohol-free workplace;
- The availability of drug and alcohol treatment, counseling and rehabilitation programs; and
- The penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of its program, the City shall provide educational materials that explain the City's philosophy regarding drug and alcohol use, requirements of applicable regulations, and the City's Substance Abuse policy and procedures. Employees shall be provided with information concerning:

- The effects of alcohol and drug use on an individual's health, work and personal life;
- Signs and symptoms of an alcohol or drug problem; and
- Available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

In addition to the training above, the City shall provide training to supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The supervisory training shall include training on alcohol abuse and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol abuse and drug use. Supervisors who have not received the initial training described above will not be asked to determine whether reasonable suspicion exists to initiate drug/alcohol testing. However, these supervisors may request another supervisor who has undergone this training to make the determination

F. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The City shall not require an employee to undergo a drug and/or alcohol test unless there is reasonable suspicion to indicate the employee is under the influence of a substance which causes the employee to pose a hazard to the safety of the employee, the public, or other employees. However, an employee may be required to undergo a re-examination drug and/or alcohol test as provided in Section J.2. of this policy.
2. It is the employee's responsibility to report for duty able to perform his/her job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.
3. Employees are responsible for:
 - Obtaining from their health care provider adequate information about the effects of prescription medication on job performance; and
 - Promptly notifying his/her supervisor of same; OR
 - Promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken.

4. Employees are prohibited from possessing, manufacturing, using, distributing, or selling alcohol, controlled substances or drug paraphernalia on City premises or while on duty. For purposes of this policy, "on duty" time includes meal and break periods.
5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that a voluntary request for assistance will not be used as the basis for disciplinary action. However, a request for assistance shall not be used to exempt employees from job performance requirements.
6. In accordance with the Drug-Free Workplace Act of 1988, an employee who is convicted of a violation of a criminal drug statute shall notify the City's Human Resources Director no later than 5 days after such conviction. For purposes of this policy, a criminal drug statute means a criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
7. Employees have the right to challenge the results of any tests and any discipline imposed in accordance with the Grievance procedure of their labor contract. Employees who dispute the results of a drug test may have their split sample tested at their cost at another DHHS-certified laboratory. This request must be made within 72 hours of notification of a positive drug test result by the Medical Review Officer (MRO).
8. Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public are to assist the employee in getting help with the problem. This may be in the form of advising the immediate supervisor, assisting the employee in contacting the City's EAP, or by encouraging the employee to leave the workplace on sick leave. If the employee refuses intervention, the employee having the knowledge shall immediately inform the supervisor.
9. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative. If suspected of being impaired, the employee will be advised against driving him/herself home or otherwise operating a motor vehicle.
10. Employees may have a Union representative or legal counsel present at the collection facility. However, the lack of Union representation or legal counsel shall not cause unreasonable delays in the collection process.
11. Employees shall fully cooperate in the collection process.

G. DETECTION

1. Reasonable Suspicion. Once the steps outlined in the attached "Supervisor's Guidelines" are followed, an employee may be required to undergo a drug and/or alcohol test when reasonable suspicion exists to indicate that the employee is under the influence of a prohibited substance.
2. The decision to conduct a drug and/or alcohol test shall be made by the reporting supervisor and the highest-ranking supervisor on duty. For purposes of this policy, acting officers are considered supervisors. The higher of the two supervisors will make timely notification of the situation to the Fire Chief or the Fire Chief's management level designee,

and the Human Resources Director or his/her designee. Refusal to submit to a drug and/or alcohol test authorized by this policy shall be grounds for discipline, up to and including discharge.

3. Searches

- a. The Department has the right to search, without employee consent, City-owned property to which the employee has no reasonable expectation of privacy. These areas may include office space, desks, file cabinets and the like, that several different individuals may use or access.
 - b. If the employee's consent to search is first obtained, the Department shall have the right to search (1) City-owned property to which the employee has a reasonable expectation of privacy, and (2) private property belonging to the employee, such as a personal equipment bag, brief case, or private vehicle. If such consent is given, the employee shall have the right to Union representation during the search. City-owned areas where the employee has a reasonable expectation of privacy are the employee's personal locker and the employee's food locker.
 - c. If the Department requests the employee's consent to search, the Department shall first inform the employee that:
 - (1) The Department has reasonable suspicion to suspect that evidence exists within the area or item to be searched which could be used in disciplinary and/or legal proceedings against the employee;
 - (2) The employee has the right to Union representation during the search if consent is given; and
 - (3) Refusal to give consent to search will not be considered by the Department to be an admission of guilt or cause for disciplinary or retaliatory action.
 - (4) An employee's refusal to give consent to search shall not preclude the Department from contacting the police authority having jurisdiction to conduct a search according to and in the manner authorized by law.
4. Possession, manufacture, distribution or sale of alcohol, drugs, or drug paraphernalia on City property or during work time is expressly prohibited and may provide a basis for discipline under department rules and regulations, but shall not in and of itself constitute cause for drug and/or alcohol testing under this policy. For purposes of this policy, work time includes meal and break periods or any other time when the employee is on paid status. Alcoholic beverages that are properly stored, unopened, in the trunk of an employee's vehicle will not be considered a violation of this policy. Any illegal drugs and/or drug paraphernalia coming into the City's possession will be turned over to the police authority having jurisdiction.

H. TESTING PROCEDURES

1. Drug and alcohol testing shall be conducted in a manner designed to protect employees, protect the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee. The City and Union agree that if

the security of the urine sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

2. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative.
3. Employees may have a Union representative present at the collection facility. However, the lack of Union representation shall not unreasonably delay the collection process.
4. Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents. These forms may include a Consent/Release form and an Interview form.
5. Urine samples for drug testing shall be collected at a collection site designated by the City and Union using the split sample collection method. The split sample is made available if retesting becomes necessary. Any specimen that tests positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one year.
6. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee may alter or substitute the sample), the employee will be required to submit a second sample (or the original sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.
7. An approved chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness.
8. Urine samples shall be promptly sent to and tested by a laboratory that is certified to perform drug tests by the Department of Health and Human Services (DHHS). Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) drug testing method. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests, as provided within NIDA standards, unless this section is modified by amended agreements provided for in Section L.3.:

Initial Tests

Alcohol	04 g/210 ml expired air
Cocaine metabolites	300 ng/ml
Opiate metabolites (1)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

- a. If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Alcohol	.04 g/210 ml expired air
Cocaine metabolites	150 ng/ml

Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

9. Breathalyzer alcohol tests shall be conducted in private at the collection site designated by the City and the Union. Alcohol tests shall be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device operated by a trained breath alcohol technician. If the initial test indicates an alcohol concentration of 0.04 or greater, a second test shall be performed to confirm the results of the initial test.
10. Marijuana Testing-In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes. Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana do not cause any psychoactive effects, but can still result in a positive test for marijuana. A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using the blood test. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior of impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.
11. Upon written request by the employee, the City shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee.
12. All information collected in the process of conducting a drug and/or alcohol test shall be treated as confidential information. These files shall be separate from the personnel file and sealed.
13. Employees who refuse or fail to fully cooperate in the collection process may be subject to discipline up to and including discharge. Examples of a failure to fully cooperate include such actions as, refusing to sign the necessary consent/release forms; delaying and/or obstructing the collection process; failing to provide the specimen for testing; and

attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. City management shall, in all circumstances, have the final right to determine the appropriate level of discipline depending on the specific circumstances, the employee's performance record, and any other pertinent facts.

I. REPORTING OF RESULTS

1. The MRO shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with knowledge of substance abuse disorders and familiar with the characteristics of the laboratory tests (sensitivity, specificity, and predictive value). The role of the MRO will be to review and interpret the positive drug test results.
2. Alcohol Test Results. Laboratory or collection site personnel will report the test results to the City's Human Resources Director or his/her designee. The Human Resources Director will promptly advise the appropriate Fire Chief of these test results. If the confirmation test meets or exceeds 0.04 g/210 ml expired air, the laboratory or collection site personnel shall report to the Human Resources Director that the employee tested positive for alcohol. If the test result is below 0.04 g/210 ml expired air, the laboratory or collection site personnel will report to the Human Resources Director that the employee tested negative for alcohol.
3. Drug Test Results. Laboratory personnel will advise the Human Resources Director, or his/her designee directly of all negative drug test results. The Human Resources Director will promptly advise the appropriate Fire Chief of these test results.

The laboratory will advise only the MRO of any positive drug test results. The MRO must examine alternate medical explanations for any positive test results. This process shall include an interview with the affected employee and a review of the incident file, employee's medical history and any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the examination shall make themselves and any relevant records they wish to present available to the MRO within 48 hours after request.

After reviewing the incident file and interviewing the employee, the MRO shall report to the City's Human Resources Director or his/her designee, the name of the employee, and whether a positive test of a prohibited substance has been verified. The Human Resources Director shall promptly notify the appropriate Fire Chief of the test result.

4. Rehabilitation Program. If the tested employee is referred on to rehabilitation or treatment, the MRO is authorized to communicate specific results to the Substance Abuse Professional (SAP) or counselor overseeing the employee's treatment program.
5. Grievance. The laboratory and/or the MRO will be authorized to release specific test results to the City and the Union in cases of a grievance and/or a legal challenge.

J. REHABILITATION AND RETURN TO DUTY

1. The City recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned about

their own drug use and/or alcohol abuse are encouraged to voluntarily seek assistance through the City's EAP. All such voluntary requests for assistance will remain confidential.

2. Any employee who tests positive for a prohibited substance or is otherwise required to submit to a drug and/or alcohol test by this policy shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the SAP. If the employee is required to participate in such a program, his/her reinstatement or continued employment shall be contingent upon:
 - a. Successful completion of the program and remaining drug- and/or alcohol-free for its duration; and
 - b. Passing a return to duty drug and/or alcohol test as recommended by the SAP; and
 - c. Obtaining a final release for duty by the SAP (the final release for duty may be preceded by a temporary release for duty).
3. Employees who successfully complete a rehabilitation program and are released for duty, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow up testing, which involves unannounced drug and/or alcohol testing at least 6 times during the following 12 months. The SAP will determine the dates for these drug and/or alcohol tests. These test dates will be communicated to the Human Resources Director who will inform the employee of those dates. The appointment for the collection will be made in advance and maintained in a confidential manner by the Human Resources Director until the day of the collection. The Human Resources Director shall provide the supervisor with adequate notice of the test dates. The employee will not be notified until just prior to the testing. The employee may request a Union representative to accompany him/her to the collection site, provided the sample is collected within two (2) hours following notification.
4. Upon notification of selection for the follow up tests, the employee must proceed directly to the collection site for testing. At this time, the employee will receive an Employee Notification of Scheduled Drug/Alcohol Test letter from the designated contact. The employee will be required to sign this letter and a Consent/Release form. The employee must present photo identification to collection site personnel. The Human Resources Director or his/her designee will retain a copy of all the forms.
5. Refusing to submit to a return to duty or a follow up test will be considered grounds for discharge. If the selected employee fails to report to the collection site within 2 hours of notification of testing, this will also be considered grounds for disciplinary action up to and including discharge.
6. If an employee voluntarily enters a drug/alcohol rehabilitation program, it shall not be considered an offense under this policy. Such employees are, however, still subject to this policy and may be required to undergo a drug and/or alcohol test if reasonable suspicion exists.
7. All appointments with the SAP may be scheduled as vacation, disability, sick leave, or leave without pay with prior approval of the supervisor, Fire Chief, or management designee. The SAP will contact the Fire Chief or his/her designee to make a recommendation as to the need for further treatment. Once vacation, disability and sick leaves are exhausted, the employee will be placed on leave without pay. The Fire Chief

or his/her management level designee shall maintain confidentiality regarding the reason for the leave.

8. The employee will be responsible for all costs, not covered by insurance, which arise from such treatment.
9. Once an employee has tested positive for substance abuse and the MRO has notified the City, the employee will be placed on leave status (vacation, sick, disability, other accrued leave or leave without pay). The employee will remain on leave until s/he has a release for duty from the SAP and has passed a return to duty drug and/or alcohol test as recommended by the SAP. The release for duty may be a temporary or final release as described below depending on the circumstances.
10. Temporary Release for Duty. The SAP shall sign a temporary release for duty indicating that the employee can satisfactorily return to regular work assignment and continue treatment on an outpatient basis. The temporary release for duty shall indicate the length of time such release is valid not to exceed 4 months. The employee must present a final release for duty on or before the expiration date of the temporary release. A temporary release shall include follow up testing. The employee must present both the temporary and final release for duty to his/her supervisor.
11. Final Release for Duty. A final release for duty shall be signed by the SAP indicating that the employee has:
 - a. Satisfactorily completed treatment and follow up testing; or
 - b. Does not require treatment at this time, and the employee may return to regular work assignment without restrictions. Failure to provide a final release for duty to the supervisor may result in disciplinary action up to and including discharge.
12. Once an employee provides the supervisor with the final release for duty, the employee shall be returned to his/her regular duty assignment. After three years of no further violation of this policy, the employee's personnel file shall be purged of any reference to the incident, including any disciplinary actions taken, provided, however, records may be retained beyond 3 years when retention is required by applicable law. Should applicable law require retention of records past 3 years, and if allowed by such law, such records shall be sealed and may not be opened without consent of the employee.
13. If an employee tests positive during the 24-month period following rehabilitation on a for-cause drug or alcohol test, the employee will be subject to discipline, up to and including discharge.
14. If an employee tests positive during the 24-month period following rehabilitation on a random drug or alcohol test, the employee will be placed on leave without pay during the period the SAP makes a decision on the need for further treatment. The employee will remain on leave without pay during any treatment period and until they have provided the employer with a return to duty form signed by the SAP. If such an employee completes the return to duty process and again tests positive on either for cause or random drug or alcohol test, they shall be subject to discharge.

K. RANGE OF CONSEQUENCES

1. Employees who violate this policy will be subject to a range of disciplinary consequences depending upon the severity of the infraction and/or the employee's past performance record. In all cases, the City reserves the right to determine the appropriate disciplinary measures, which may be more or less severe than those included in this guideline. The following list of actions and the related consequences is intended as a guideline only, and further, is not intended to be an all-inclusive list of possible disciplinary consequences.
2. If an employee has an alcohol concentration of 0.04 or greater in any authorized alcohol test, and/or tests positive for drugs and/or their metabolites in any authorized drug test and it is the employee's first offense, then s/he shall be referred to the EAP for counseling and/or completion of a substance abuse treatment or rehabilitation program. However, if an employee violates a work rule in conjunction with failing a drug and/or alcohol test, then s/he may be subject to disciplinary action. The City shall have the right to take disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record.
3. Employees will be subject to disciplinary action, up to and including discharge, for any of the following infractions:
 - a. Refusal to submit to an authorized drug and/or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after s/he has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, refusal or failure to provide necessary documentation to the MRO when requested, and/or submission or attempted submission of an adulterated or substituted urine sample.
 - b. Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, or during breaks and/or meal periods.
 - c. Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any controlled substance, including an alcoholic beverage, while on duty, on City property, in City vehicles, or during breaks and/or meal periods.
 - d. Any criminal drug statute conviction and/or failure to notify the City of such conviction within 5 days.
 - e. Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP.
 - f. Testing positive on a return to duty
 - g. Any two failures on follow up drug and/or alcohol testing during the 24 months following rehabilitation.
 - h. Failure to report to a collection site within two (2) hours of notification for return to duty or follow up testing.

- i. Second offense – alcohol concentration of 0.04 or greater in any reasonable suspicion authorized alcohol test, and/or testing positive for drugs and/or their metabolites in any authorized reasonable suspicion drug test.
 - j. Failure to provide temporary and/or final releases for duty in a timely manner.
- 4. Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and to impose lesser discipline when such action is deemed appropriate.

L. OTHER

- 1. The City shall pay for all costs of the substance abuse examination including the expenses of the Medical Review Officer.
- 2. This policy was initiated at the request of the City and the Employer shall assume sole responsibility for the administration of this policy. The City agrees to indemnify and hold the Union and its officers harmless from any and all claims of any nature (except those arising from the negligence of the Union and/or its officers) arising from the Employer's, laboratories', or Medical Review Officer's implementation of this policy.
- 3. The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedures which provide more accurate testing for on-the-job impairment or which constitute less invasive procedures for the employees. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under RCW 41.56.
- 4. If any provision of this Agreement shall be held invalid by operation of law, or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.
- 5. The following attachments shall be a part of this Policy: Supervisor's Guidelines, Report Form, Interview Form, Consent/Release Form.

CITY OF MERCER ISLAND FIRE DEPARTMENT Substance Abuse Policy

SUPERVISOR'S GUIDELINES

The primary goal of the Substance Abuse Policy is to provide a working and service delivery environment free from the effects of alcohol/drug abuse. The supervisor's role is to identify employees who may be a threat to the safety and welfare of the employee, other employees, and the public by being under the influence of drugs and/or alcohol while on-duty. Such employees *must* be removed from the workplace.

Follow the steps below to ensure that you are proceeding correctly. It is important that proper procedures are followed to preserve the privacy of the individual and to comply with legal and contractual requirements.

1. Contact your supervisor and explain the situation. Place yourself out of service if unable to contact your supervisor in a timely manner.
2. Your supervisor will:
 - ♦ Take appropriate action regarding your response status if you are in charge of an emergency response company, and
 - ♦ Notify the Fire Chief and the Human Resources Director (or their designees), then join you at your location to assist you and corroborate your observations during the interview.
3. Prepare yourself for an interview with the employee by completing the Report Form. Refer to Attachment 1 for descriptions of physical and behavioral signs which may indicate substance abuse.
4. After your supervisor has arrived, advise the employee you wish to interview him/her and provide a private location to conduct the interview.
 - ♦ Be sure to advise the employee that you suspect him/her of being under the influence of a prohibited substance (defined in the policy) and that s/he may have a union representative present during the interview.
 - ♦ Do not argue with a belligerent or threatening employee. Advise him/her that his/her cooperation during the interview and testing procedure (if warranted) are direct orders and that continued disruptive behavior, preventing completion of the interview, shall be the same as refusal to submit to testing and shall be cause for discipline (cooperation **does not** mean that any employee must give facts or evidence which may incriminate himself/herself).
 - ♦ Complete the Interview Form with your supervisor.
4. Review the relevant information with your supervisor. If your supervisor decides that the test is required, relieve the employee of duty, with pay, during the course of the exam and MRO review.
5. Have the employee sign a Consent/Release Form.
 - ♦ Read the form to the employee and direct him/her to sign it. Do not alter the form in any way.
 - ♦ Be sure, if the employee has declined union representation, that s/he understands that s/he may choose to have a Union representative accompany him/her to the testing facility.

- ♦ If the employee refuses to sign the form, advise him/her that this is a direct order and that failure to comply shall be cause for discipline.
 - ♦ Issue a second order for the employee to sign the consent form. If s/he still refuses, relieve the employee of duty, with pay, explain that disciplinary action may follow. Your supervisor will transport the employee home. (No employee suspected of impairment from alcohol/drug abuse shall be allowed to drive.)
6. Your supervisor shall transport the employee to the testing facility, and wait at the testing facility until the testing is completed.
7. When the exam is completed, your supervisor will:
- ♦ Reconfirm with the employee that s/he has been relieved of duty, with pay,
 - ♦ Advise the employee that s/he will be contacted by the MRO to review the results (if positive), and
 - ♦ Advise the employee that s/he will be contacted by the department advising him/her how to return to duty.
 - ♦ Drive or arrange transportation for the employee home. Do not return the employee to a City facility.
8. Once the employee has been sent home, your supervisor will:
- ♦ Gather copies or originals of the Report Form, Interview Form, Consent/Release Form, and any other written notes or reports and forward them to the Fire Chief and Human Resources Director.

**CITY OF MERCER ISLAND FIRE DEPARTMENT
Substance Abuse Policy**

CONSENT/RELEASE FORM

I consent to the collection a urine and/or expired air sample by _____
_____ and its analysis by _____
_____ for those drugs, alcohol, and/or controlled substances specified in
the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between
the City of Mercer Island and the IAFF Local #1762 (the "Policy").

The laboratory administering the tests may release the results to the Medical Review Officer (MRO), who shall release his/her conclusions to the employer after review and interpretation. If I test positive, I agree to make myself and any requested records available to the MRO within 48 hours of such request. The information provided to the employer from the MRO shall be limited to whether the tests were confirmed positive or negative, and no other test results will be released, except as provided herein, without my written consent. The laboratory will advise the employer's representative whether the initial alcohol screen is positive or negative.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least one year. If I test positive, I have the right to have the split sample tested at my expense at a second DHHS-certified laboratory of my choice. I understand that I must request such test of the split sample within 72 hours of notification of a positive test result by the MRO.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including termination.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the City's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and MRO to release to my Employer and the Union any information relating to the test or test results. Further, I understand that my employer may require me to participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and MRO to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature

Date

Employee Printed Name

CITY OF MERCER ISLAND FIRE DEPARTMENT
Substance Abuse Policy

REPORT FORM

This form must be filled out prior to any drug/alcohol testing. Review Supervisor's Guidelines before completing this form. The information contained on this form is confidential and shall be viewed only by necessary supervisory/managerial employees, the testing facility, MRO, and the employee being interviewed/tested. When this form is completed and signed, make one copy of the form and distribute as follows: Original to Fire Chief, Copy attached to consent form.

Employee Name: _____

Speech:
 Dexterity:

Standing:

Walking:

Judgment:

Decision-making:

Appearance (eyes, clothing, etc.):

Odor:

Other:

Location where these were observed:

Time of observation:

Witnesses:

Supervisor's Signature

Date / Time: _____

CITY OF MERCER ISLAND FIRE DEPARTMENT
Substance Abuse Policy

INTERVIEW FORM

Name of Employee: _____

I understand that I am entitled to union representation during this meeting and during any subsequent meetings or at testing facilities. I do or do not (please circle one) want a representative at this time. I understand that I am entitled to union representation at any time whether I choose to have one now or not.

Employee Signature: _____

1. I (we) have noticed (describe behavior/evidence) _____

2. Do you have any explanation? _____

3. Are you currently taking any medication? YES _____ NO _____
 If YES, what medication are you taking? _____
 Do you have a prescription? _____
 Were you advised by physician or pharmacist about its side effects? What are they? _____

4. Are you using any type of drug or alcohol? YES _____ NO _____
 If yes, what? _____
 When did you take it? _____
 Where did you take it? _____
 How much did you take? _____
 Do you have any drugs/alcohol in your possession at work? YES _____ NO _____
 (if yes, get agreement to confiscate)

Based on the interview and the completed Report Form, I believe the employee should be tested for drugs and/or alcohol.

Dated _____

Supervisor (position) _____ Agree _____ Don't Agree _____

Supervisor (position) _____ Agree _____ Don't Agree _____

**CITY OF MERCER ISLAND FIRE DEPARTMENT
Substance Abuse Policy**

ATTACHMENT 1

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee is “under the influence” of a prohibited substance. There is no one behavior which is unique to drugs/alcohol. Almost every behavior/sign can also be associated with medical or emotional problems such as high blood pressure, diabetes, thyroid disease, psychiatric disorders, epilepsy, head injury, emotional problems, stress, etc. Even so, a supervisor usually knows the employees “normal” behavior and must try and distinguish alcohol and/or drug abuse from other problems.

Supervisors should be aware that the following physical, behavioral, or performance symptoms may indicate drug/alcohol abuse:

- ◆ Either very dilated or constricted pupils
- ◆ Hyperactivity
- ◆ Unsteady gait
- ◆ Irritability
- ◆ Slurred speech
- ◆ Anxiousness
- ◆ Wide mood swings
- ◆ Odor of alcohol
- ◆ Overreaction to criticism
- ◆ Staggering
- ◆ Listlessness
- ◆ Illogical speech and thought process
- ◆ Unusual/abnormal behavior
- ◆ Poor judgment
- ◆ Avoiding others/withdrawal
- ◆ Sudden increase in absenteeism

APPENDIX I

Fire Marshal Mercer Island Fire Department

1. Civil Service. The position of Fire Marshal (FM) shall be a civil service classification subject to all requirements imposed by civil service law, ordinance and the rules of the Commission. The position shall be filled by an open competitive examination from among qualified candidates.
 - a. The open competitive examination shall be offered first to qualified members of IAFF Local 1762. In the event that there are no interested and/or qualified internal applicants, the City reserves the right to open the examination to candidates outside of the bargaining unit.
2. The Fire Marshal is a permanent, non-rotating assignment.
3. The Fire Marshal shall not have the ability to fill vacant shifts within the Operations Division.
4. The probationary period for the Fire Marshal shall be twelve (12) months in duration, beginning from the date of appointment by Personnel Order.
 - a. In the event that an internal candidate who is appointed to the Fire Marshal position does not successfully pass probation, they may be returned to the Operations Division by the Fire Chief as dictated by the MOU as agreed upon by the City of Mercer Island and Local 1762.
5. Management will retain the Code Enforcement Authority.
6. Overflow. The parties agree and acknowledge the establishment of the Fire Marshal position with traditional overflow work assigned to the Assistant Fire Marshal.
7. Compensation. The starting salary for the Fire Marshal is tied to Step 4 (15-year employee) of the pay scale for Battalion Chief. Subsequently, the employee shall move to Step 5 (20-year employee) at five (5) years of employment.
8. Benefits. The Fire Marshal position shall be afforded the following benefits and working conditions, in accordance with the current CBA:
 - a. Hours of Work. The Fire Marshal shall typically work a 40 hour work week, (2,080 hours per year).
 - b. In the event that those work hours exceed 40, the employee shall be compensated for those hours at one and one-half times their normal pay rate. The Employer reserves the right to control approval or denial of overtime authorization. The employee must receive approval for the overtime hours from the Fire Chief, or his/her designee.
 - c. Uniform Allowance. Refer to Section XI of the current CBA – Uniform Allowance.
 - d. Medical and Dental Insurance. Refer to Section XII of the current CBA – Medical and Dental Insurance.
 - e. Additional Benefits. Refer to Section XIII of the current CBA – Additional Benefit Package.

f. Bereavement Leave. Refer to Section XIV of the current CBA – Bereavement Leave.

g. Pension. Refer to Section XV of the current CBA – Pensions.

h. Holiday Leave:

- i. New Year's Day
- ii. Martin Luther King, Jr's Birthday (3rd Monday in January)
- iii. President's Day (3rd Monday in February)
- iv. Memorial Day
- v. Independence Day
- vi. Labor Day
- vii. Veteran's Day
- viii. Thanksgiving Day
- ix. Day after Thanksgiving
- x. Christmas Day
- xi. Floating Holiday (Employee's Choice)
- xii. 3 personnel days

i. Sick Leave. The accrual rate shall be 8 hours per month, with a sick leave cap of 1,040. Employees appointed from the Operations Division shall not have their existing sick leave bank reduced as a result of appointment as Fire Marshal, and shall carry over accrued hours.

j. Vacation Leave. The Fire Marshal shall be subject to the following accrual rate. This shall be based upon the employee's start date. Vacation accrual shall not exceed 280 on December 31 of each year. In the case of an internal candidate, this will be the start date from their initial employment with the Mercer Island Fire Department:

Employment Period	Hours/Month	Hours/Year	Days/Year
0 - 59 Months	15.6	187	23.4
60+ Months	18.4	220	27.6

k. Jury Duty. Refer to Article XVIII of the current CBA – Jury Duty.

The Fire Marshal shall be subject to the terms of the CBA, unless otherwise noted, including Appendix F and H.

The Fire Marshal will be allotted 30 mins paid time for physical fitness each work day.

- I. The Fire Marshal shall maintain Emergency Medical Technician (EMT) Certification, complete Live Fire Training at least once every three years, and their required SCBA Quarterly training.
9. Phone. The Fire Marshal shall be issued a City phone with which to conduct Fire Marshal Duties, at which time the stipend currently being paid will end. Phone records will be discoverable and time worked shall be submitted in 15 minute increments. Each call while "Off-Duty"(not acting as Fire Marshal) will represent a minimum 15 minute work time.
- When working from home, the Fire Marshal will need to log on with his VPN during the time he is working, be available for phone conversations, and fill out a daily log stating what he did. That log will be on the share drive and discoverable by both parties.
 - All Assistant Fire Marshals will be issued the same electronic hardware, and will be issued on an as needed basis (tablet, phone etc.).
 - All Fire Marshal "hours worked" will be reported through time sheet and/or Telestaff.
 - All fielding of phone calls and work from home is done totally on a voluntary basis. Any work to be mandated by management will need to be clarified and bargained.
 - If at any future time the Fire Marshal is required by the City to be available to answer phone calls, a stipend will need to be negotiated.

APPENDIX J

Biennial Test-Confidential-Results to employee only

Use NFPA 1582 as a guideline and include elements listed below

Basic Cholesterol Panel:

- LDL
- HDL
- Total Cholesterol
- Triglycerides
- From this info compute ratio of total cholesterol to HDL and ratio of triglycerides to HDL.

NMR Lipid Profile (Advanced Lipid Profile)

- LDL Particle #
- LDL Particle Size
- Lipoprotein(a) – genetically predetermined abnormal type of cholesterol that has potential to cause much more plaque to grow; much research has connected high levels of Lp(a) to early CVD.
- HDL2 and HDL3 – size and density of HDL determines CVD risk. HDL2 is big and effective at removing garbage in the arteries. HDL3 is smaller and is not effective at cleaning out the arteries. HDL3 increases with alcohol consumption

Markers of Inflammation:

- Homocysteine

- High Sensitivity C-Reactive Protein (hs-CRP)

Glucose and Insulin:

- **Hemoglobin A1C** – measures average blood sugar level over the previous two months
- **Fasting Glucose** – help identify pre-diabetes and excessively high levels of insulin
- **Insulin Tolerance Test** – helps identify prediabetes and excessively high levels of insulin. Many times only blood sugar, not insulin is checked. By the time your blood sugar has gone up, your insulin levels have already been elevated for a while.

Vitamin D3: is a hormone that can be easily depleted by lack of sunlight. There are associations between low Vitamin D3 levels and chronic disease, i.e., chronic pain, multiple sclerosis, and cancer.

Ferritin: Ferritin is a protein that binds to iron and tells how much iron in the blood. Iron overload can oxidize cells in the arteries and lead to heart disease. More common for men to have excessive iron.

Carotid Intimal Medial Thickness Test (Carotid IMT): This is a non-invasive screening tool that identifies future cardiovascular risk. Measures plaque thickness of the artery lining and can predict the average age of your arteries.

Thyroid Hormones: Many environmental toxins affect the thyroid gland, especially endocrine disruptors. Be specific and request the full panel: THS, free T4, free T3, T3 and T4 Total, and TPO antibodies.

ADDITIONAL CONSIDERATIONS:

If your healthcare provider does not conduct the following tests, you may consider seeing a naturopathic or functional medicine doctor. Please be advised that insurance companies may not cover this testing. The City will not be responsible for covering the cost of a Naturopathic services that are not covered on your insurance plan.

Micronutrient Testing: Measures over 30 intracellular vitamins, minerals, antioxidants, and amino acids. The purpose of testing is to assess if you are deficient in any of these essential nutrients.

Heavy Metal Testing: Heavy metals can impact lipid metabolism and oxidated stress and have been linked to atherosclerosis, especially lead, mercury, and cadmium (Wolfson, 2016).



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5952
October 19, 2021
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 5952: Development Code Amendment ZTR19-003 Signage (Ord. No. 21C-21 Second Reading)	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Adopt Ordinance No. 21C-21 amending the temporary non-commercial sign regulations in MICC 19.06.020.	<input checked="" type="checkbox"/> Action Needed:
		<input type="checkbox"/> Motion
		<input checked="" type="checkbox"/> Ordinance
		<input type="checkbox"/> Resolution

DEPARTMENT:	Community Planning and Development
STAFF:	Jeff Thomas, Director Alison Van Gorp, Deputy Director Daniel Kenny, Legal Counsel
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 21C-21 (Proposed) 2. Memo from Daniel Kenney dated 10/7/21
CITY COUNCIL PRIORITY:	n/a

SUMMARY

On September 21, 2021, the City Council directed staff to prepare a revised version of Ordinance No. 21C-21, including only the revisions to the code necessary to comply with the U.S. Supreme Court ruling in *Reed v. Town of Gilbert* ("Reed"). The City Council also requested information on neighboring cities' approaches to *Reed* compliance, particularly in regard to duration regulations and simple permit processes for temporary, non-commercial signs.

CODE AMENDMENT

The revised Ordinance presents updated code amendments that make the minimum necessary revisions to comply with the *Reed* ruling. These necessary revisions only impact regulations in Mercer Island City Code (MICC) 19.06.020 for temporary non-commercial signs. The other amendments recommended by the Planning Commission that were not required for *Reed* compliance have been stripped out of the revised code amendment. The revised code amendment (Exhibit 1) now includes only the following updates:

- **MICC 19.06.020 - Temporary Signs**
 - Defines temporary signs based on type and materials;
 - Removes provisions related to duration of placement;
 - Removes provisions related to political signs; and
 - Removes provision allowing banners, pennants and other similar attention getting devices for community-wide civic activities.

Regulating Duration/Placement of Temporary Signs

Under the current code provisions, temporary signs may be placed subject to a range of general restrictions in [MIMC 19.06.020\(A\) and \(B\)](#). The only current limitation on duration of sign placement is related to signs in the right-of-way, and is found in (A)(6)(e):

A temporary sign, other than a political sign, may only be erected for a maximum of 90 days during any 365-day period.

In other words, the current code has no durational limit for political signs. All other temporary signs in the ROW have a 90-day limit.

Because of the *Reed* case, temporary noncommercial sign regulations should not be broken out by the content of the sign. The durational limit referenced above has been removed from the revised code amendment. With this change, the only remaining durational limits for temporary signs are those included for specific types of commercial temporary signs (such as real estate signs and garage sale signs).

Options for Additional Revisions

At the September 21 meeting, the City Council asked staff to research neighboring jurisdiction's approaches to the issue of regulating duration of placement for temporary non-commercial signs. Daniel Kenny, the City's legal counsel on this matter, researched signage regulations in several area jurisdictions and provided a memo summarizing his findings (Exhibit 2). This research netted five alternative options for regulating duration, which are summarized in Exhibit 2.

The City Council also asked staff to research neighboring jurisdiction's approaches to simple permit processes for temporary signs, that might aid in enforcement of durational limits. Exhibit 2 also includes examples from three other cities of sign permit or sign agreement requirements.

Staff will present these alternative approaches at the October 19 City Council meeting for feedback and discussion. Should the City Council desire to pursue one or more of these approaches, staff should be directed to make further revisions to the code amendment and prepare for a third reading.

RECOMMENDED ACTION

Adopt Ordinance No. 21C-21 amending the temporary non-commercial sign regulations in MIMC 19.06.020.

**CITY OF MERCER ISLAND
ORDINANCE NO. 21C-21**

AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON, AMENDING MERCER ISLAND CITY CODE 19.06.020 TO REVISE STANDARDS AND REQUIREMENTS FOR CERTAIN TEMPORARY SIGNS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2015, the United States Supreme Court issued a ruling (*Reed v. Town of Gilbert*) which changed the way sign codes are analyzed for First Amendment issues; and

WHEREAS, the *Reed* ruling disallows the consideration of the content of signs in regulating signage; and

WHEREAS, the Mercer Island City Code currently contains content-based signage regulations that must now be amended; and

WHEREAS, upon drafting amended signage standards responding to the *Reed* ruling, City Staff identified additional areas of the Mercer Island City Code where amendments were needed to clarify existing provisions or to resolve concerns that had arisen during processing of applications; and

WHEREAS, the Planning Commission of the City of Mercer Island held a public hearing on the suggested code amendment on June 16 and July 28, 2021; and

WHEREAS, the Planning Commission unanimously recommended that the City Council adopt the suggested code amendment as revised by the Planning Commission on July 28, 2021; and

WHEREAS, the City Council finds that a number of suggested code amendments recommended by the Planning Commission should be adopted to comply with the *Reed* ruling; NOW, THEREFORE,

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

Section 1. Amendment of MICC 19.06.020, Temporary Signs. MICC 19.06.020, Temporary Signs, is hereby amended in the form provided in the attached Exhibit A, which is incorporated herein by reference.

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property, or circumstance, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this Ordinance or its application to any other person, property, or circumstance.

Section 3. Publication and Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS
REGULAR MEETING ON _____, 2021.

CITY OF MERCER ISLAND

Benson Wong, Mayor

ATTEST:

Andrea Larson, City Clerk

APPROVED AS TO FORM

Bio Park, City Attorney

Date of publication:

Exhibit A**19.06.020 Temporary signs.**

A. *General Provisions.* All temporary signs in the city are subject to the following conditions:

1. Signs may not be placed on private property without permission of the owner.
2. All signs shall be unlit.
3. Signs shall not obstruct vehicular or pedestrian traffic.
4. It is the responsibility of the person posting a temporary sign to remove it.
5. Except as specified elsewhere in this section, temporary signs shall not exceed 60 inches above the ground and shall not exceed six square feet in area; provided, signs up to 16 square feet in area may be allowed subject to the issuance of a permit from the code official; further provided, both sides of an A-frame sign shall be counted in calculating the sign's area.
6. Signs in Public Rights-of-Way. Signs may not be placed on public property except for publicly owned rights-of-way. In addition to all other applicable conditions, signs placed in rights-of-way shall be subject to the following conditions:
 - a. Signs may be placed on rights-of-way adjacent to a single-family dwelling only with permission of the adjoining property owner.
 - b. Signs shall not create a traffic safety or maintenance problem, and the city may remove and dispose of any signs that do constitute a problem.
 - c. Signs placed on public property shall be freestanding and shall not be attached to any structure or vegetation. Signs attached to utility poles, traffic signs, street signs, or trees are specifically forbidden.
 - d. Signs shall be either an A-frame design or shall be attached to a stake driven into the ground well clear of tree roots, irrigation lines and any other underground vegetation or structures that could be damaged by such a stake.
 - e. ~~A temporary sign, other than a political sign, may only be erected for a maximum of 90 days during any 365-day period.~~

B. *Temporary Signs Allowed in All Zones.*

1. *Temporary, Noncommercial Signs.* Temporary, noncommercial signs, which are signs that express non-commercial messages such as public/ community events, religious, political, ideological, or other philosophical messages, are allowed in all zones, subject to the conditions set out in subsection A of this section.

a. Except as allowed in subsection C of this section, banners, pennants, and other similar attention getting devices are not allowed; ~~provided, such signs may be allowed for community-wide civic activities subject to the issuance of a permit from the code official~~ Director.

2. *Temporary Commercial Signs.* Temporary commercial signs are not allowed outside of the TC, B and PBZ zones except for real estate signs and garage sale signs.

a. *Real Estate Signs.* Signs advertising the sale, rental, or lease of property are allowed in all zones, subject to the following conditions.

i. One real estate sign per street frontage is allowed on property being offered for sale, rent, or lease.

ii. Three real estate A-frame signs may be posted in the public right-of-way, subject to the conditions set out in subsection (A)(6) of this section, for the following purposes:

(a) Advertising a real estate open house at a single-family dwelling; provided, no more than four signs total may be posted for property being sold by the same owner;

(b) Directing the public to a multiple-family dwelling in which there is a dwelling unit available for rental or sale.

iii. Real estate sales and rental signs shall be removed within seven days after the sale or rental of the property being advertised.

iv. Real estate signs in public rights-of-way may be posted only during those hours that a real estate or rental agent is actually present at the property and shall be removed at the end of the open house or when the sales or rental office closes each day.

b. *Garage Sales.*

i. Three signs directing the public to a garage sale may be posted in a public right-of-way subject to the conditions set out in subsection (A)(6) of this section.

- ii. Garage sale signs may be posted no more than 24 hours before the beginning of the sale and shall be removed at the end of the sale.

~~3.—Political Signs. Political signs may be posted in the public right-of-way, subject to the conditions set out in subsection (A)(6) of this section.~~

C. Temporary Commercial Signs in the TC, B, and PBZ Zones. Temporary commercial signs in the form of banners, A-frame sandwich boards and streamers are allowed in the TC, B, and PBZ zones; provided, temporary signs shall not be permanently attached to any structure on the site; and further provided, the temporary signs conform to the following conditions:

1. *Banners.*

- a. Shall be no larger than 48 square feet; however, no business may display more than 10 square feet of banner per 10 feet of business facade as measured by that portion of the building facing the access street, up to a maximum of 48 square feet, but always in proportion to the business building.
- b. Shall be limited to one banner per side of the business as it faces and is accessible to the public.
- c. Shall be attached to the building housing the business.
- d. May hang for up to 30 days at one time, but no more than a total of 120 days per calendar year on a side of the business designated for display. Any side of a business must be free of any banner for a period of no less than 14 days before the next banner is hung.
- e. Shall be professionally produced by a person skilled in the art of graphic design.
- f. Shall be hung in a manner which does not obstruct traffic or a view of any other business.
- g. Shall be well maintained.

2. *A-Frames.* Each licensed business may post one A-frame sign either on property owned or controlled by the business or in the public right-of-way, subject to the conditions set out in subsection (A)(6) of this section; provided, the sign:

- a. Shall not exceed 60 inches above the ground and shall not exceed 24 square feet in area; provided, both sides of the A-frame shall be counted in calculating the sign's area.
- b. May be used on a daily basis, but only during business hours.

- c. Shall be located within 100 feet of the business displaying the sign.
- d. Shall be professionally produced by a person skilled in the art of graphic design.
- e. Shall be well maintained.

3. *Streamers, Flags, or Pennants Attached to a String or Wire.*

- a. May be used a maximum of two times per year for a maximum of seven days each time.
- b. Shall be attached to the building housing the business displaying the streamer.
- c. Shall not obstruct vehicular or pedestrian traffic or obstruct a view of any other business.
- d. Shall be well maintained.

4. *Other Temporary Signage.* Other forms of portable signs are expressly prohibited. (Ord. 08C-01 § 2; Ord. 02C-05 § 7; Ord. 02C-04 § 9; Ord. 99C-13 § 1).

M E M O R A N D U M

DATE: October 6, 2021

TO: City of Mercer Island City Council

FROM: Daniel P. Kenny – Ogden Murphy Wallace

RE: Temporary Sign Duration Options

At the request of the City Council, City staff revised the proposed sign code to include only those revisions necessary to comply with the *Reed v. Gilbert* case. This resulted in very few revisions to the sign code. One of those revisions is to remove the durational limit applicable to temporary signs because political signs had a different duration when compared to all other temporary signs in the right-of-way. Council specifically asked for examples of other sign codes to learn how they deal with durational limits for temporary signs.

Included below is a summary of the current code, the revised code, and then a collection of other sign code provisions from other jurisdictions.

Duration:

Current Code (before addressing *Reed*) –

Temporary signs may be placed in the right-of-way subject to a range of general restrictions in MICC 19.06.020(A) and (B). The only limitation on duration for these signs is found in (A)(6)(e):

A temporary sign, other than a political sign, may only be erected for a maximum of 90 days during any 365-day period.

This means that the current code has no durational limit for political signs. All other temporary signs in the ROW have a 90-day limit.

Other temporary signs (noncommercial and commercial) have additional limitations by zone outlined in MIMC 19.06.020(B). Relevant here now, temporary noncommercial signs are allowed in all zones subject to the conditions contained in (A). (B) does not contain any durational limits and instead points back to (A).

Examples of other Cities Durational Limits –

<u>City Name</u>	<u>Duration limits</u>	<u>Pros</u>	<u>Cons</u>
<u>Sammamish SMC 21A.45.070</u>	<ul style="list-style-type: none"> * Temporary noncommercial signs in the ROW (non-A-Frame) limited to 180 consecutive days per calendar year. * Temporary noncommercial signs in the ROW (A-Frame) limited to 5 consecutive days. * Temporary noncommercial sign on private property (all types) limited to 180 consecutive days per calendar year. 	<ul style="list-style-type: none"> * Having some durational limit helps set expectations that most people will follow, even if it is not an enforcement tool. 	<ul style="list-style-type: none"> * This limitation is on “consecutive days.” Someone could easily remove and replace the sign to rest this clock. * This type of duration is not an enforcement tool. A code enforcement officer will never be able to establish that the sign was placed in the ROW for all the 180 consecutive days.
<u>Kirkland KZC Chapter 100.115</u>	<ul style="list-style-type: none"> * Uses a category for temporary signs called “signs displayed prior to, during and after elections.” * This, apparently, would cover all temporary signs displayed during those times regardless of the content. They can only be placed up to 7 days following the <u>final</u> election. * There is an apparent catch-all for other temp signs which covers “temporary signs in nonresidential zones” which are allowed “during the use, event or condition advertised on the sign, but not more than 60 days.” * Other durations exist for things like active construction signs, temporary events, rent/sale. 	<ul style="list-style-type: none"> * No added benefit seen with either the use of the election related sign type or with a 60-day duration. 	<ul style="list-style-type: none"> * This category is very close to “political signs.” Because there is another category for temp signs in residential zones, it would seem to imply this election related category is used as a political sign regulation. * Blanket removal of all temporary signs 7 days after a general election is infeasible. * 60 days, if that were used, is too quick. The WA case (<i>Collier</i>) specifically held that a 60-day duration before an election was unconstitutional).

Lake Stevens LSMC 14.68.015	<ul style="list-style-type: none"> * Temporary noncommercial signs as we've discussed them do not have a duration. * There are duration limits for the removal of holiday displays within 10 days following the holidays or seasons. Grand opening or permitted events on nonresidential properties, which must be removed no later than 3 days following the event. Finally, construction site identification signs must come down within 30 days after completion of the project. 	* Having no durational limit for temp noncommercial signs in the ROW reduces administrative time and focuses enforcement efforts on attainable requirements.	* Does not contain a durational limit on the type of signs that are normally left out the longest, which may result in less encouragement to remove or limit use.
Issaquah IMC 18.11.070 (Just adopted)	<ul style="list-style-type: none"> * Most all temporary noncommercial signs have no durational limit. "Duration must be consistent with the definition of Temporary Signs as defined in section 18.11.120¹ and not be dilapidated or derelict." * Note that noncommercial banners on light poles do have a 90-day durational limit. 	* Same as Lake Stevens Pros	* Same as Lake Stevens Cons
Covington CMC 18.55.140 - .200	<ul style="list-style-type: none"> * Temporary noncommercial signs in the ROW "shall not be limited in quantity or duration." * There are some durational limits on temporary commercial signs. 	* Same as Lake Stevens Pros	* Same as Lake Stevens Cons
Renton RMC 4-4-100 – J-4 Woodinville WMC 21.35.130 Bellevue	<ul style="list-style-type: none"> * None of these cities have updated their codes to account for <i>Reed</i>. This is based on observation of ordinance adoption dates and remaining political sign regulations. 		* Not updating the sign code to account for Reed could expose the City to potential litigation (as applied, or on its face).

¹ IMC 18.11.120 – Temporary Sign definition - "A Sign Structure or device used for the display of messages or images, which is easily installed and removed, and which is not intended or suitable for long-term or permanent display due to the sign construction, materials, placement, or installation."

BCC 22B.10.120 <i>Marysville</i> MMC 22C.160.230			
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Temporary Sign Agreements:

<u>City Name</u>	<u>Structure</u>	<u>Pros</u>	<u>Cons</u>
<i>Monroe</i>	A no-fee sign permit shall be filed on a City form with relevant information about the sign to show full compliance with the code. * There is a 90 day per year limitation on stake signs.	* The 90 day limit puts on paper a duration that may be followed even if enforcement of that is challenging. * Gathering some limited information on the sign, placement, etc. will help with accountability and may help identify violations.	* There is an increase in staff time necessary to receive the permit and issue a sticker. * For this type of sign, too much process may be viewed as a deterrent to code compliance.
<i>Issaquah</i>	* Temporary Sign Agreement or Permit is not required for temporary noncommercial signs (flags, general ROW stake/wire signs, etc.) * Temporary Sign Agreement is required for certain identified temporary commercial signs (project real estate, business A-frame, outdoor vendor, commercial banner). *Not created and published just yet.	* Temporary noncommercial signs are placed quicker and more free than commercial A-frames, for example. Therefore, not requiring permits/agreements for this type of sign matches the use case. * A sign agreement, which merely submits information and does not require review/approval will provide the City with information about what signs are out in the ROW. *For some sign types, the sign agreement can be the place where the City can get indemnification.	* Temporary Sign Agreement is not used for the type of sign being discussed now. * Even if the Agreement is merely submission of information and does not require review/approval, it will still increase staff time to manage the intake of the forms. * Because the code already outlines the restrictions, the Agreement doesn't add enforcement opportunities.
<i>Olympia</i>	* A temporary sign agreement must be submitted prior to the	* Using for only commercial addresses the impactful signs and	* This structure does not speak with the City's needs right now.

	installation of most commercial temporary signs. Does not apply to noncommercial speech signs.	does not burden the noncommercial signs.	
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BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5957
October 19, 2021
Study Session

AGENDA BILL INFORMATION

TITLE:	AB 5957: Youth & Family Services Emergency Assistance Update	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
RECOMMENDED ACTION:	Receive report. No action necessary.	

DEPARTMENT:	Youth and Family Services
STAFF:	Tambi Cork, YFS Administrator
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Emergency Assistance Slides
CITY COUNCIL PRIORITY:	n/a

SUMMARY

The purpose of this agenda bill is to update the City Council on the Youth and Family Services Emergency Assistance Program.

EMERGENCY ASSISTANCE PROGRAM HISTORY, FUNDING & OPERATIONS

Employment development (JobLine) was one of the first programs created by Youth and Family Services (YFS) in 1974 and YFS employment and emergency assistance program services were stabilized in 1992 when the Emergency Assistance fund was created to support residents experiencing financial challenges meeting basic household needs – housing, utilities, and food.

The funding for direct support assistance (rent, utilities and food) has historically been sourced entirely from individual donations, local business donations, and grants from local organizations and family foundations (including Rotary, Lions, Mercer Island Community Fund, Mercer Island Preschool Association, VWF, Masons and the Auerbach Foundation).

In 2020, the City Council allocated HB 1406 funds to the rental assistance program, providing approximately \$35,000 annually in funds. In July 2021, the MIYFS Foundation donated \$80,000 to fully fund the 2021 Back-to-School Program and fill a gap in the 2021 Food Pantry funding. Staff time for these programs is funded from the YFS fund. A grant from the Washington Department of Commerce Coronavirus Emergency Supplemental Fund allowed for Emergency Assistance staff to be un-furloughed in January 2021 for the 2021-2022 biennium.

Financial assistance from the Emergency Assistance funds is determined through an eligibility process and households must fall below 70% Area Medium Income (AMI). For YFS eligibility purposes, staff utilize the King County HUD Median Income and require financial documentation and proof of Mercer Island residency to be eligible for Emergency Assistance programs.

Current Emergency Assistance programming includes:

- Case management to support long-term plans for financial stability
- Referral to local, regional and national resources
- Application assistance for benefits such as Social Security, Medicaid and Unemployment
- Limited rent and utility assistance
- Low-cost health insurance and medical care referrals
- Holiday Program (for children under 18)
- Back to School Program (assistance for school supplies, backpacks, and shoes)
- Preschool Scholarship Program (funded by Mercer Island Preschool Association)
- Food Pantry, including Holiday Meal Program
- Referrals to other MIYFS services

EMERGENCY ASSISTANCE PROGRAM OPERATIONS DURING COVID-19

Similar to all YFS operations, the Emergency Assistance program has adapted to the COVID-19 Pandemic (Pandemic) by pivoting operations to account for a remote workforce and need to prioritize the safety of clients, volunteers, and staff. Emergency Assistance staff have been tracking local, state, and federal executive orders, restrictions and funding that are applicable to Mercer Island residents experiencing financial insecurity related to housing, utilities, and food.

In 2020, 224 unduplicated households were served by Emergency Assistance programs. This does not represent an increase in overall households served from previous years, but instead Emergency Assistance staff have observed an increase in the intensity of financial stress for households that are eligible and in need of case management and other assistance.

In response to this impact unique to Mercer Island, YFS increased the total assistance available to each household to from \$1,000 to \$2,000 per 12 month period for 2020, 2021, and 2022. All Emergency Assistance direct assistance expenditures are reliant on sufficient funds within the restricted Emergency Assistance fund. The generous support of Island residents, businesses, organizations, the MIYFS Foundation, and City Council's allocation of HB 1406 funds to these programs have ensured sufficient funding for this increase through 2022 if the continuation of the increase is indicated by need in the community.

In addition to the increase in assistance available, Emergency Assistance programs including the Food Pantry have pivoted from providing tangible goods to program participants in the Holiday, Back-to-School, and Food Pantry programs, and instead now provides grocery and store gift cards to those program participants. This transition has been beneficial in three key ways: 1) provided additional Pandemic safety for staff, clients and volunteers; 2) increased flexibility in assistance to allow clients to most effectively meet their own needs; and 3) improved staffing efficiency due to reduced people-power needed to run operations.

YFS staff continue to proactively plan for program adaptations to meet the emerging and changing needs in the community during the Pandemic and recovery, including potential responses to households facing eviction when the Washington State moratorium bridge protections end 10/31/2021.

RECOMMENDATION

Receive report. No action necessary.

Youth & Family Services Department

Emergency Assistance Program Update
October 19, 2021



YFS Services and Programs

Emergency
Assistance

Food
Pantry

Community-
Based
Counseling

School-Based
Counseling

Senior
Services

Healthy Youth
Initiative

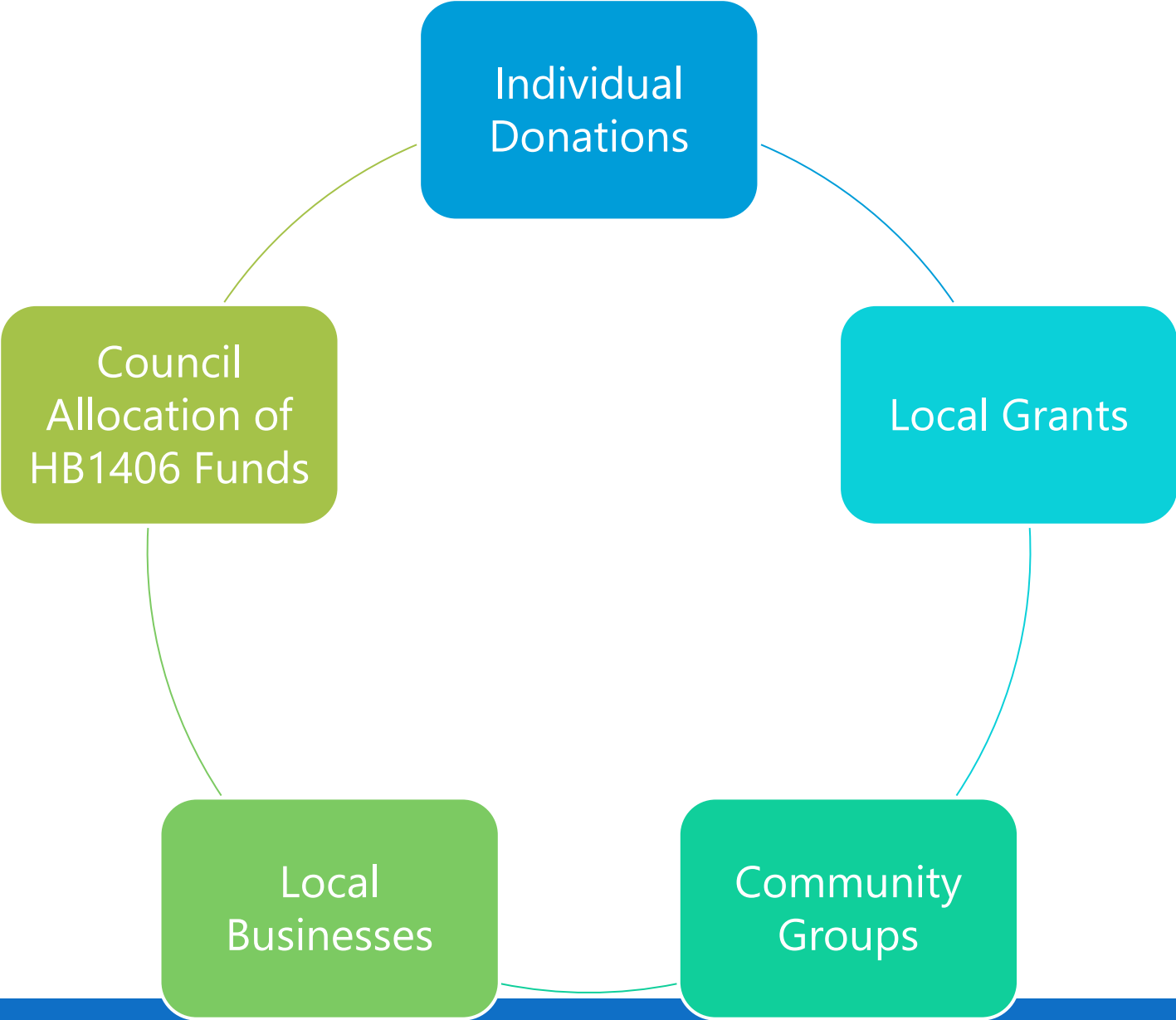
Mercer Island
Thrift Shop

Emergency Assistance Program

The Emergency Assistance Program serves Mercer Island residents who are experiencing financial hardship. Services and programs include:

- Case management to support long-term plans for financial stability
- Referral to local, regional and national resources
- Application assistance for benefits such as Social Security, Medicaid and Unemployment
- Limited rent and utility assistance
- Low-cost health insurance and medical care referrals
- Holiday Program (for children under 18)
- Back to School Program
- Preschool Scholarship Program
- Food Pantry, including Holiday Meal Program
- Referrals to other MIYFS services

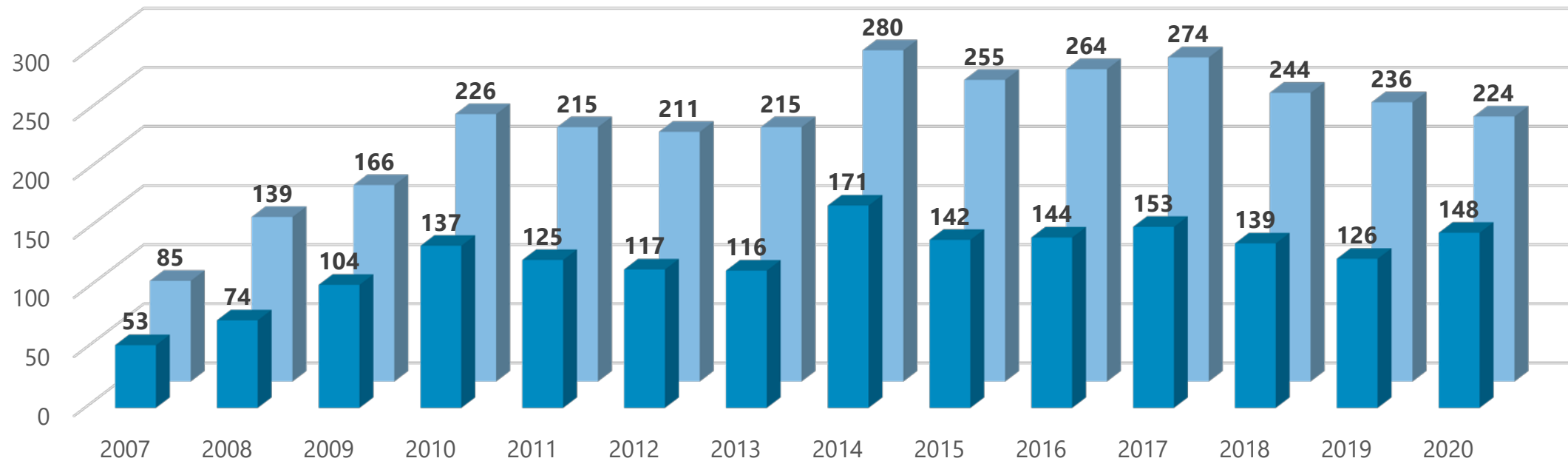
Emergency Assistance Fund



Community Support

In July, the MIYFS Foundation donated \$80,000 to fully fund the 2021 Back to School Program and fill a gap in the 2021 Food Pantry funds

Emergency Assistance and Food Pantry – Annual Total of Unduplicated Households



■ Emergency Assistance ■ Food Pantry

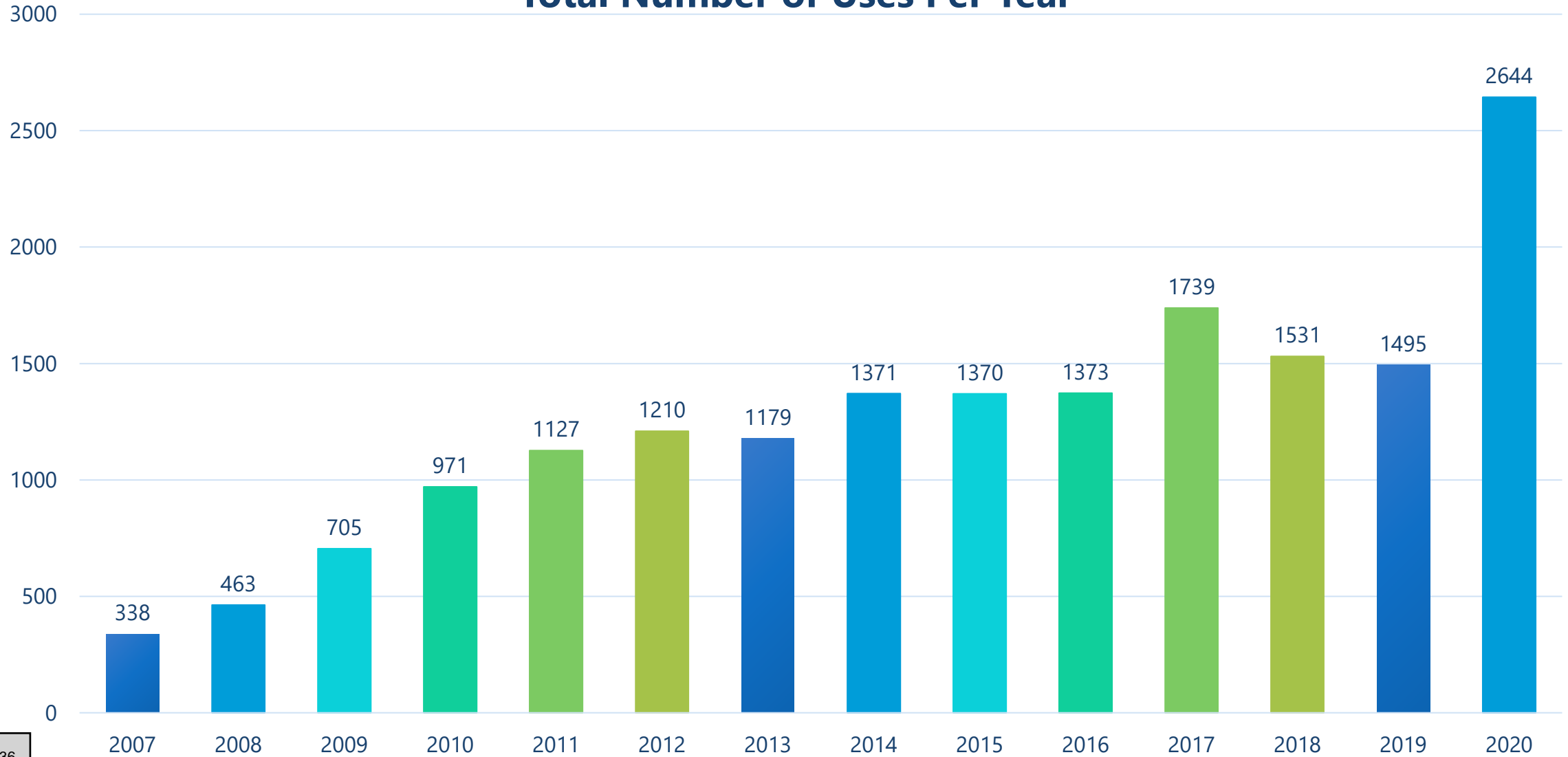
Food Pantry

Food Pantry services are available to all Mercer Island individuals and families facing food insecurity.

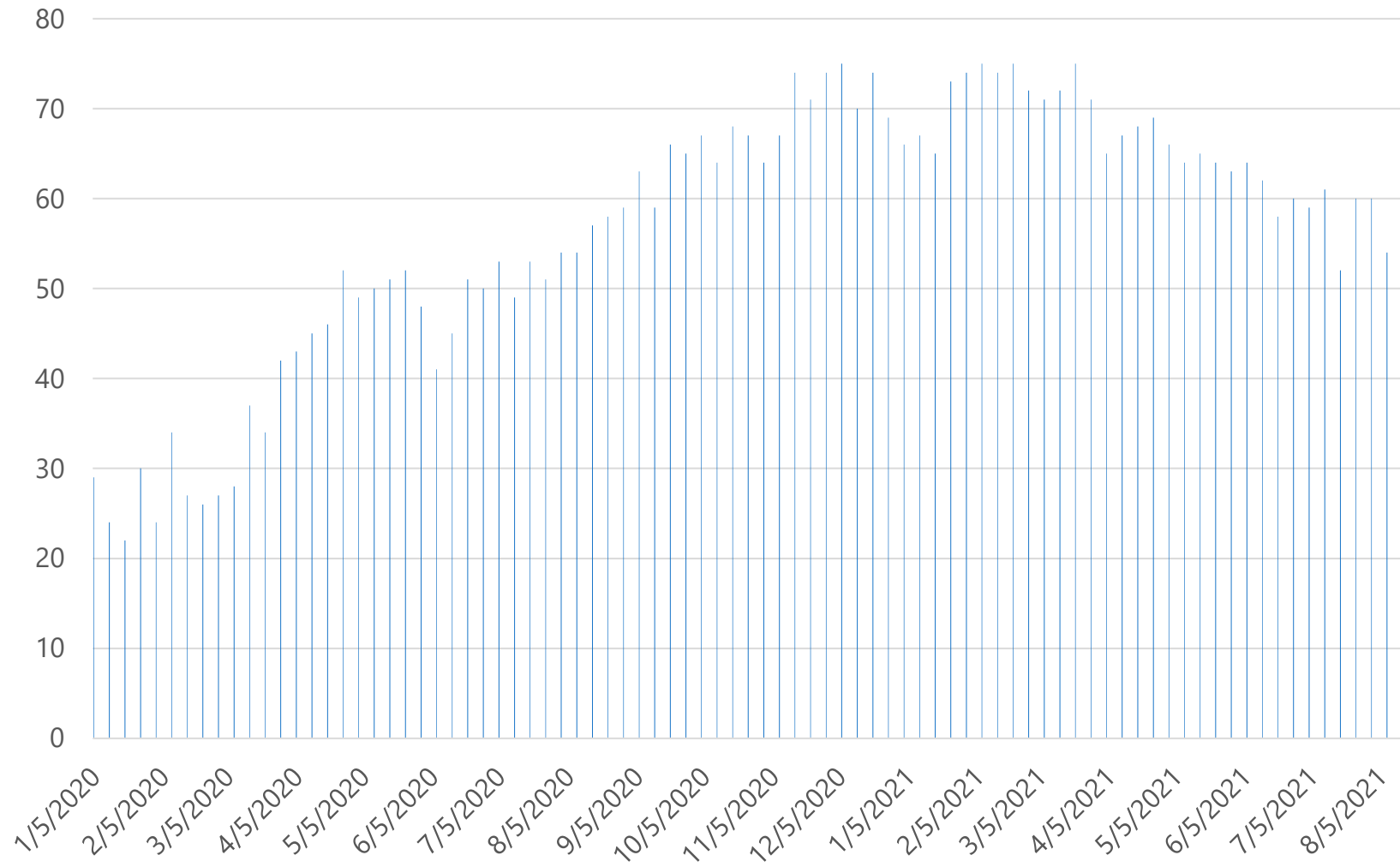
Due to the COVID-19 pandemic, the Food Pantry has shifted operations to offer only grocery store gift cards on Wednesdays from 10 am – 3 pm at the Mercer Island Community & Event Center.

In 2020, the Food Pantry was utilized 2,644 times by Mercer Island residents, a 77% increase from 2019.

Total Number of Uses Per Year



MIYFS Food Pantry Visits 2020-2021





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5961
October 19, 2021
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 5961: American Rescue Plan Act (ARPA) Funding Discussion, including sewer and water projects overview.	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	<ol style="list-style-type: none"> 1. Receive report and provide staff direction on the use of ARPA funds; 2. Confirm Utility Project priorities; and 3. Approve immediate operational needs. 	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Matt Mornick, Finance Director Merrill Thomas-Schadt, Recreation Coordinator/EOC Grants Coordinator
COUNCIL LIAISON:	n/a Choose an item. Choose an item.
EXHIBITS:	<ol style="list-style-type: none"> 1. Utility Projects Location Map 2. Articulate, confirm, and communicate a vision for effective and efficient city services. Stabilize the organization, optimize resources, and develop a long-term plan for fiscal sustainability.
CITY COUNCIL PRIORITY:	

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUIRED	\$ n/a

SUMMARY

Earlier in the year the City Council directed staff to present a list of potential capital improvements that could be accelerated with the use of American Rescue Plan Act ("ARPA") funds. This agenda bill outlines utility capital projects staff recommends the City Council consider for accelerated work, along with a second tier of utility infrastructure projects for the Council to also consider. Furthermore, staff recommends the City Council appropriate \$1.17 million of the \$7.23 million of ARPA funds on the operations side of the City's budget.

The City is required to commit ARPA funds by December 2024, and fully expend the funds no later than December 2026. Staff will return to the City Council between now and December 2024 with additional potential uses of ARPA funds. Staff is closely following infrastructure legislation within the Federal Government, and potential opportunities to apply ARPA Funds as matching funds to support and accelerate future infrastructure investments.

BACKGROUND

The American Rescue Plan Act is a Federal economic stimulus package signed into law on March 11, 2021, in response to the economic and public safety impacts of the COVID-19 Pandemic (“Pandemic”). The \$1.9 trillion legislation includes \$19.53 billion to cities and towns with less than 50,000 residents to aid in their response and recovery from the Pandemic. A separate pool of \$45.6 billion was set aside for metropolitan cities with populations over 50,000.

On June 8, Washington’s Office of Financial Management (OFM) announced ARPA allocation amounts for Non-entitlement Unit Cities (communities with under 50,000 residents), along with specific instructions to acknowledge the desire for and facilitate the transfer of ARPA funds. The OFM confirmed the City of Mercer Island will receive \$7.23 million in ARPA Fiscal Recovery Funds. The first tranche of \$3,616,084 arrived in late June of 2021. The second half of the City’s ARPA allocation is scheduled to be provided June of 2022.

At the April 27, 2021, City Council meeting, staff presented the general framework and eligible uses of ARPA funds (see [AB 5857](#)). Staff was directed to return to the City Council to discuss the allocation of funds, more specifically including water and sewer projects as eligible uses of ARPA funds.

UTILITY CAPITAL PROJECTS

ARPA funds can be used in several ways to help offset the impacts of the Pandemic, including investment in infrastructure projects related to water, sewer, stormwater, and broadband utility projects. The City’s adopted 2015 Water System Plan and 2018 General Sewer Plan outlines several capital projects and infrastructure needs within each utility. The following projects are eligible for ARPA funding, and are recommended to the City Council to be accelerated for design and construction:

Reservoir Pump Replacements

The City’s water distribution system is comprised of two 4-million-gallon water storage tanks, two booster pump stations, 120 miles of water mains, and 85 pressure reducing valves. Water is distributed utilizing five Byron Jackson submersible pumps. Three of these pumps were installed almost 30 years ago, while the other two were installed within the last decade. Four pumps are always operating, with the fifth pump on standby.

While one of the five pumps was taken out of service last year for emergency repairs, City staff discovered that the motors of the pumps contain mercury seals. Staff quickly procured engineering services to address this issue. Given the age of the older pumps, this event also prompted staff to evaluate current and future system demands, including hydraulic conditions, and design the replacement of all five pumps. Engineering and design work is underway and expected to be completed later this year, with construction anticipated in 2022. Based on similar projects, staff anticipates the construction will range between \$540,000 - \$700,000 for the replacement of all five pumps, necessary electrical and mechanical modifications, and project contingencies.

Reservoir Improvements

The City’s two 4-million-gallon steel water storage tanks were constructed in 1962 (North Tank) and 1975 (South Tank). Both tanks had necessary seismic retrofits and upgrades completed in 2001 including replacing defective shell welds, adding structural steel bands, washing, repairing, and overcoating the exterior of the tanks and recoating of the interior surfaces.

In anticipation of needing to recoat the interior of both tanks (expected useful life of approximately 20 years), the City retained engineering and design services to evaluate the tanks for compliance with current seismic

and American Water Works Association (AWWA) D100-11 design standards. Site assessments were performed in June and July 2021 and included the following preliminary findings and recommendations:

- Structural analyses indicate both tanks meet current design requirements and loads.
- The coating system evaluation indicates **both tanks' interior coatings are failing and should be replaced, the South tank within the next one to two years, and the North Tank within the next three years.**
- Exterior tank coatings are providing acceptable corrosion resistance at this time and should be replaced when funding is available.
- Complete other minor improvements (e.g., cathodic protection replacement, vent replacements, roof hatch replacements, etc.) to improve operations and improve site security.

Engineering and design are anticipated to be completed in early 2022, with construction of the South Tank improvements scheduled in 2022. Due to system demands, one tank must always remain operational, therefore, construction of the North Tank is anticipated to occur in a different calendar year.

Both projects are currently programmed within the 2021-2026 Capital Improvement Program. However, given the project need and project status (in design), it is a good candidate for the use of ARPA funds. Staff recommends funding the North Tank construction using ARPA funding in 2023. Construction is currently estimated at \$1,740,000 – \$2,260,000 for each tank.

Geographic Information Services (GIS) Utility Network Data Upgrade

The GIS team is completing major upgrades to the City's GIS system. It has been identified that the current water, sewer, and stormwater GIS utility network data has reached the end of its useful life. To remain useable, the data needs to be converted and upgraded to be compatible with the new GIS system.

The City's utility network data powers the City's work order system, known as Cityworks. Upgrading to the new GIS system ensures that day-to-day inspection schedules, service requests, and work orders can be completed by Public Works staff. Migration of the City's current GIS data to the new GIS system is a best practice and adheres to the functionality and requirements of the software.

This initiative will require a GIS consultant to assist in the implementation and is estimated to cost \$110,000. This work will be completed by December 2022.

First Hill Booster Station Generator Replacement

In 2011, the City completed upgrades at the First Hill booster pump station. The project upgrades included the replacement of pumps, associated piping, and valves to increase the station's pumping capacity. However, the replacement of the emergency backup generator was not included in this project. The generator provides auxiliary power to the station and is 30 years old, one of the oldest generators in the City's utility system.

A design to replace this aging generator and associated appurtenances is needed. The estimated design and construction cost is \$500,000. Staff recommends accelerating this project by retaining engineering services to complete the design and preparing bid documents for construction.

ADDITIONAL UTILITY CAPITAL PROJECTS FOR CONSIDERATION

The following are priority projects that could be accelerated if the City Council chooses. These projects are not as far along in design. Cost estimates identified below are only planning level cost estimates as additional

feasibility and design work is needed. Acceleration would require the procurement of engineering and design services and the development of the bid packages.

Sewer Pipe Replacements & Upsizing

The following projects were identified in the 2003 and 2018 General Sewer Plans. Each pipe replacement and upsize is necessary to improve capacity and prevent surcharging during storm events. While the pipe size, and construction locations are different, the size, scale and type of project are all very similar. As such, all three projects could be combined, designed, and bid as one single construction project (with different schedules). The project locations include:

- *West Mercer Sewer Pipe Upsize* - this project includes upsizing a sewer pipe from 8-inch to 12-inch diameter along West Mercer Way near West Mercer Elementary School. The planning level cost estimate is \$210,000.
- *Mercerdale Park Sewer Pipe Upsize* - this project entails upsizing a sewer pipe along 77th Ave SE and through Mercerdale Park. The project would upsize from a 10-inch to a 12-inch diameter pipe. The planning level cost estimate is \$520,000.
- *SE 32nd Street Sewer Pipe Upsize* - this project includes upsizing from a 10-inch to 16-inch sewer pipe. The planning level cost estimate is \$145,000.

Pressure Reducing Valve Station Replacements

The water distribution system includes 85 pressure reducing valve stations (PRVs). This is a high number of PRVs for a distribution system but is necessary due to the topography of the island. The City's PRVs range broadly in age and condition and have high maintenance costs as they age. When possible, these PRVs are replaced as part of other watermain replacement or capital work, however, given the age and size of the system, many PRVs are nearing the end of their expected useful life.

A condition assessment of all PRVs is underway and anticipated to be completed in 2021. Staff anticipate that this assessment will identify many PRVs in need of near-term replacement. The approximate construction cost for replacement of a PRV is \$200,000, and as such, the City anticipates a total cost for high priority replacements in the range of \$2,000,000 - \$4,000,000.

Utility Capital Projects (\$ in thousands)	Cost Estimate
RECOMMENDED	
Reservoir Pump Replacements	\$700
North Reservoir Improvements	\$2,260
GIS Utility Network Data Upgrade	\$110
First Hill Booster Station Generator Replacement	\$500
<i>Subtotal</i>	<i>\$3,570</i>
FOR CONSIDERATION	
Sewer Pipe Replacements & Upsizing	\$875
Pressure Reducing Valve Station Replacements	\$4,000
<i>Subtotal</i>	<i>\$4,875</i>
Total	\$8,445

OPERATIONAL INVESTMENTS

Immediate operational resources are needed to help offset impacts from the Pandemic. As such, staff recommends ARPA funds be used for the following:

YFS Mental Health and Human Services

The Pandemic caused unprecedented shortfalls in the Youth and Family Services (YFS) Fund, resulting in staff layoffs and furloughs in the Youth and Family Services Department. These reductions included a 20% furlough for all seven school-based counselors and the Emergency Family Assistance Coordinator.

Support from the Mercer Island Youth and Family Services Foundation (MIYFS) was integral to stabilizing health and human services in 2020 and into 2021. In FY 2020, the City initially received \$348,139 in MIYFS donations: \$293,515 of the annual contribution along with \$54,624 to support the budget amendment that restored a half-time Geriatric Specialist position within the YFS Department. In July, the City accepted \$102,600 of the MIYFS Foundation's generous one-time offer to contribute roughly \$815,000 to the YFS Fund due to the Pandemic. The portion accepted restored some services through the end of the year.

In FY 2021, MIYFS has contributed \$1,012,400 to the YFS Fund. This included the \$712,400 remainder from the FY 2020 offer, along with a \$300,000 annual contribution.

During the 2021-2022 Biennial Budget workshops in the fall of 2020, the City Council approved use of \$118,000 in 2021 and \$872,000 in 2022 of prior-year's General Fund surplus to balance the YFS Fund through the biennium. This funding need was due to the closure, and later restrained operations of the Mercer Island Thrift Shop.

The use of prior-year General Fund surplus maintained essential YFS services, including family counseling, emergency assistance, school counseling, administration, and support staff. On January 5, 2021, the City was awarded a grant from the Washington State Department of Commerce Coronavirus Emergency Supplemental Fund to cover 20% of salaries and benefits to restore eight positions in YFS back to full time for the 2021-2022 biennium.

Employee compensation for human service staff devoted to providing mental health and human services in response to the ongoing Pandemic qualify as an eligible use of ARPA fiscal recovery funds.

Staff recommends the City Council appropriate \$118,000 in 2021 and \$872,000 in 2022 of ARPA funds for the public health services YFS continues to provide to address social, emotional, and mental health needs for students and the community at large during the ongoing Pandemic, while baseline operations at the Mercer Island Thrift Shop are restored. This ARPA fund appropriation will replace the prior year's General Fund surplus the City Council earmarked to stabilize the YFS Fund during the 2021-2022 biennium. The General Fund surplus will revert to the General Fund as unappropriated for future use at the City Council's discretion.

Senior Management Analyst – Federal Grant Management thru 2026 (0.5 FTE)

During the Pandemic, the City designated a staff person to serve in the Emergency Operations Center and coordinate and oversee the financial element of logistics related to the emergency. This work includes detailed timekeeping, expenditure tracking, reporting for FEMA eligible reimbursements, managing the CARES Act Funds, and now includes oversight and coordination of the ARPA funding. Managing the documentation and reporting requirements for federal funding is a significant staff commitment, currently

estimated at 20 hours per week and expected to continue through 2026 when the ARPA funding is fully expended.

Staff recommends the City Council appropriate \$33,500 for the last six months of fiscal year 2021 and \$68,000 for fiscal year 2022 and direct staff to set aside ARPA funds through 2026 to fund half (0.5 FTE) of a Senior Management Analyst position to perform this work. This 0.5 FTE may be paired with an existing 0.5 FTE position in the City Manager's office, or it could be a standalone position.

Legal consultation related to HIPPA, Remote Work, and the Pandemic

The City Attorney's Office has experienced an increased need to hire outside legal counsel to fulfill the City's legal needs in response to the COVID-19 pandemic. When an emergency order or mandate is issued, legal work is necessary to research requirements and other potential impacts resulting from the order or mandate, including negotiations with bargaining units. Additionally, since the pandemic began, outside counsel was needed to help with HIPAA compliance issues triggered by YFS moving to telehealth services, HR policies on contact tracing, vaccination verifications, use of leave, remote workforce related policies, back to work protocols, and workforce reduction.

As the City reacts to changes brought by the Pandemic and the resulting recovery, staff recommends the City Council appropriate \$40,000 of ARPA funds in both 2021 and 2022 for ongoing and additional legal assistance from outside counsel.

Operational Investments (\$ in thousands)	Cost Estimate thru 2022
YFS Mental Health and Human Services	\$990
Federal Grant Management thru 2026 (0.5 FTE)	\$102
Legal consultation related to the Pandemic	\$80
Total	\$1,172

NEXT STEPS

Based on the City Council's input this evening, staff will work towards accelerating the specified capital utility projects. Staff will return to the City Council in the second quarter of 2022 to discuss project sequencing, refined cost estimates, and funding options including the use of ARPA funds. Staff will also provide an update on market conditions, the bidding climate, and potential impacts resulting from federal legislation.

The City is required to commit ARPA funds by December 2024, and fully expend the funds no later than December 2026. Staff will return to the City Council between now and December 2024 with additional potential uses of ARPA funds. For example, projects previously mentioned include technology modifications to City Hall Council Chambers to improve the hybrid model of in-person and online public meetings. Staff is working through the details of these and other projects and will return to the City Council with more information in fiscal year 2022.

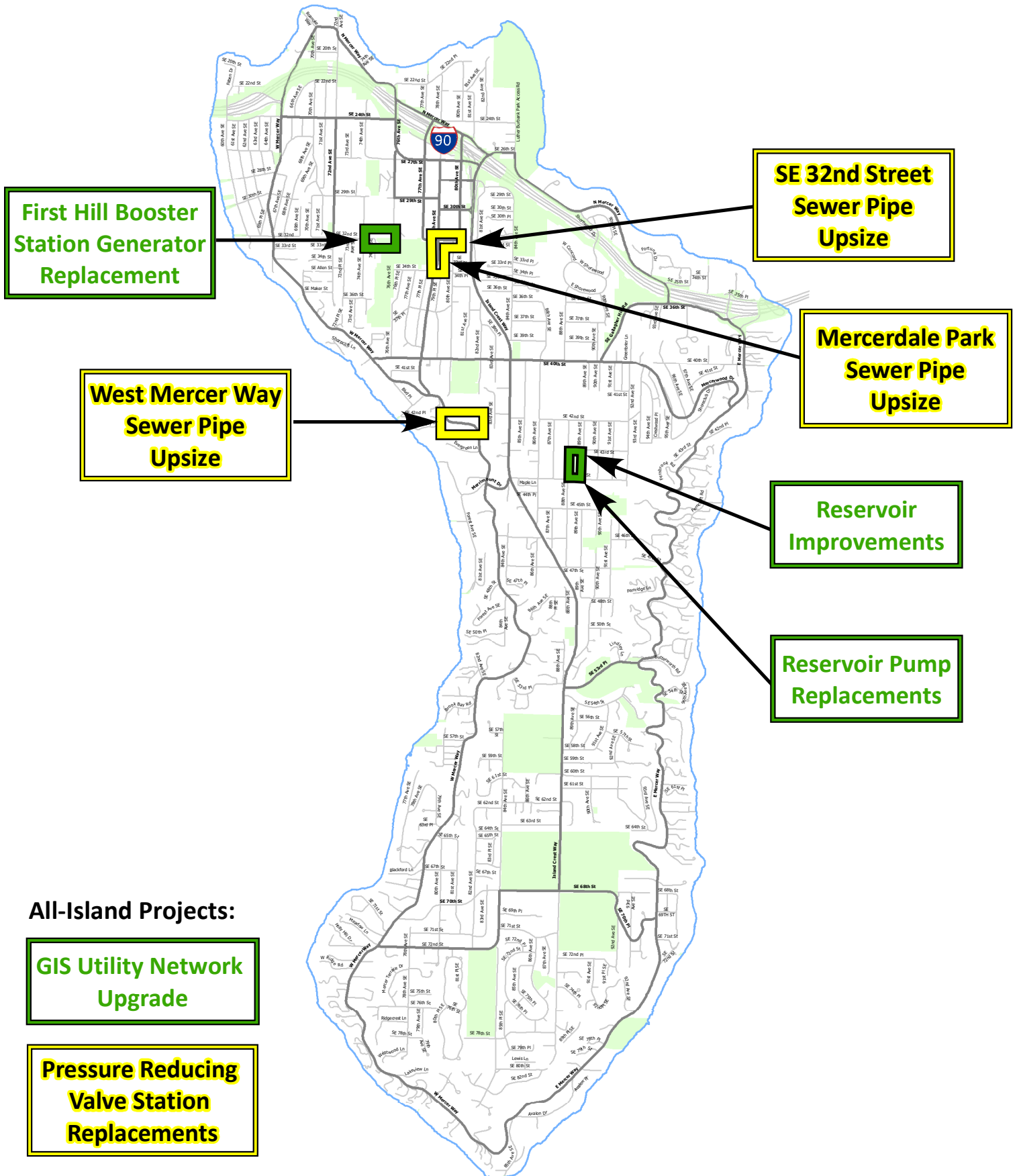
RECOMMENDED ACTION

Staff recommends the City Council:

1. Receive report and provide staff direction on the use of ARPA funds;
2. Confirm which of the utility projects presented staff should work to accelerate; and
3. Appropriate \$1,171,500 of ARPA funds to address immediate operational needs within the organization.

ARPA Funding Projects Location Map

Item 11.



Projects:

144 Recommended
For Consideration

Major Streets

Street Centerline

Parks

IGS
Information & Geographic Services

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

AB5961.mxd
Map Date: 10/18/2021



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5962
October 19, 2021
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 5962: 2021 Board and Commission Appointments	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Appoint members to vacant board and commission positions.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

DEPARTMENT:	City Council
STAFF:	Jessi Bon, City Manager Andrea Larson, City Clerk
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 2021-2022 Board & Commission Vacancies 2. City Council Rules of Procedure, Section 8 3. Resolution No. 1603
CITY COUNCIL PRIORITY:	n/a

SUMMARY

The purpose of this Agenda Bill is to appoint members to the vacant positions on the Arts Council and Design Commission. Attached as Exhibit 1 is a roster of the 2021-2022 Board and Commission members and the vacant positions, along with the corresponding terms.

BACKGROUND

In March 2021, staff began the annual recruitment process to fill positions expiring on the City's advisory boards and commissions. At its June 1 Regular Meeting (see [AB 5884](#)), the City Council appointed several community members to open positions (see [Resolution No. 1598](#)), but were not able to fill all of the vacancies. A second recruitment process commenced in June 2021, and the City Council filled seven vacancies at its August 31 meeting (see [AB 5932](#) and [Resolution No. 1601](#)), leaving two open seats, one on the Arts Council and one on the Design Commission. Staff proceeded to conduct a third recruitment to fill the remaining vacant positions.

On October 8, after the application deadline closed for the third recruitment, the staff received a notice of resignation from the Utility Board Member serving in Position No. 7. Due to the timing of this vacancy, the City will need to conduct a new recruitment in order to fill the newly vacant position on the Utility Board.

RECRUITMENT PROCESS

Position vacancies were advertised across several platforms, including:

- City Website News Release
- City Manager Reports
- MI Weekly
- Social Media
- Board & Commission Report Outs

- City Council Agenda Email Distribution List

Emails were also sent to current board and commission members encouraging them to reach out to community members that might be willing to volunteer. In response to outreach efforts, four new applications were received by the October 5, 2021, deadline, two for the Arts Council and two for the Design Commission. The application materials were forwarded to the City Council for review on October 6, 2021.

APPOINTMENT PROCESS

In early 2020, the City Council changed the board and commission appointment process (see Exhibit 2, [City Council Rules of Procedure](#), specifically Section 8.12) providing that all appointments (with the exception of the Open Space Conservancy Trust) are made by a vote of the City Council during a regularly scheduled meeting. Each City Councilmember will complete a written ballot, casting a vote equal to the total number of open seats on the board or commission. Given that the City Council meetings are occurring virtually due to the COVID-19 Pandemic, ballots will need to be submitted to the City Clerk via email and read aloud to comply with the Rules of Procedure and [RCW 42.30.060\(2\)](#).

The applicants that receive the most votes, provided they have received a minimum of four votes, will be appointed to the open seats on the Arts Council and Design Commission. The names of the applicants selected will be added to a resolution (see Exhibit 3), with final approval required by a vote of the City Council.

NEXT STEPS

Staff recommends that the recruitment for the vacant Utility Board position be postponed until March 2022 to align with the annual recruitment process.

RECOMMENDED ACTION

Approve Resolution No. 1603 appointing members to fill the vacancies on the Arts Council and Design Commission.



City of Mercer Island
2021-2022 Board and Commission Vacancies – October 19, 2021

Item 12.

BOARD OR COMMISSION	POS #	TERM EXP	APPOINTMENT	NEW TERM
Arts Council	1	2023	Anumeha	n/a
	2	2023	Suzanne Skone	n/a
	3	2023	Vacant	2023
	4	2022	Erik Gordon	n/a
	5	2024	Amy Barnes	n/a
	6	2024	Rosemary Moore	2024
	7	2021	Elizabeth Mitchell	2025
Design Commission	1	2023	Thomas Soeprono	n/a
	2	2023	Traci Granbois	n/a
	3	2024	Claire McPherson	n/a
	4	2024	Anthony Perez	n/a
	5	2021	Suzanne Zahr	2025
	6	2021	Vacant	2025
	7	2022	Colin Brandt	n/a
Utility Board	7	2022	Vacant (as of 10/8/2019)	

SECTION 8. CITY ADVISORY BOARDS AND COMMISSIONS

- 8.1** Mercer Island's advisory boards and commissions provide an invaluable service to the City. Their advice on a wide variety of subjects aids the City Council in the decision-making process. Effective resident participation is an invaluable tool for local government.
- 8.2** These advisory bodies originate from different sources. Some are established by [Title 3](#) of the Mercer Island City Code while others are established by motion or ordinance of the City Council. It is at the discretion of the City Council as to whether any advisory body should be established by ordinance. The following advisory boards and commissions are established:
- A.** Design Commission
 - B.** Planning Commission
 - C.** Utility Board
 - D.** Mercer Island Arts Council
 - E.** Open Space Conservancy Trust Board
 - F.** Parks & Recreation Commission
- 8.3** Each board and commission shall adopt rules of procedure (or bylaws) to guide governance of their board or commission, including the number of meetings unless set forth in a resolution or ordinance or unless the number of meetings adversely impacts City staff resources, as determined by the City Manager.
- 8.4** The City Council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason.
- 8.5** Lengths of terms vary from one advisory body to another, but in all cases overlapping terms are intended.
- 8.6** All meetings of advisory bodies are open to the public in accordance with Chapter 42.30 RCW, [Open Public Meetings Act](#), and require a minimum 24-hour advance notice.
- 8.7** Members may be removed, from any advisory board or commission, prior to the expiration of their term of office, in accordance with the provisions of the ordinance or resolution establishing such advisory board or commission.
- 8.8** All members of advisory boards and commissions shall acknowledge receipt of the Code of Ethics to understand the ethical principles which shall govern their conduct.
- 8.9** The City Council transmits referrals for information or action through the City Manager and the City Council liaison to the advisory boards and commissions. Staff Liaisons, on behalf of advisory boards and commissions transmit findings, recommendations, reports, etc., to the full City Council as part of the City Council Agenda Packet.

- 8.10** The City Manager shall appoint City staff to assist advisory boards and commissions. City staff are not employees of that body and take direction only from the Department Director or the City Manager. Boards and commissions shall not direct City staff to perform research, gather information, or otherwise engage in activities involving projects or matters that are not listed on the work plan unless approved by the City Council or City Manager.
- 8.11** Annually, staff for the Parks and Recreation Commission, Planning Commission, and Open Space Conservancy Trust Board shall develop a draft work plan and present the work plan to the City Council for review, possible amendments, and approval.
- 8.12 Appointment Process.** Annually, the City Clerk will advertise for applicants to fill expiring positions on the boards and commissions as follows, unless otherwise provided by law:
- A.** Available positions are advertised.
 - B.** Once the application deadline has passed, all applications will be forwarded to the City Council for review.
 - C.** The City Clerk will include the appointment process on the agenda for the next regularly scheduled City Council meeting.
 - D.** The City Clerk will prepare a ballot for each board or commission, listing applicants alphabetically by last name.
 - E.** The voting process for appointment to each board and commission shall be as follows:
 - 1. Each City Councilmember completes a written ballot, casting a vote equal to the total number of open seats on the board or commission. For example, if there are two open seats, then each Councilmember has two votes, one for each seat.
 - 2. The City Clerk will collect the ballots, tally the votes, and read aloud the votes and outcome of the voting process.
 - 3. The applicants that received the most votes, provided they have received a minimum of four votes, will be appointed to the open seat(s) on the board or commission. In the event of a tie that must be resolved to determine who is seated among the majority vote getters, ties will be broken following the procedures of 8.12.E.5.
 - 4. If an insufficient number of applicants receive a minimum of four votes, a second round of voting will take place utilizing the following process:
 - a. Applicants that are not part of the tied block in the first round will be dropped from the ballot and Councilmembers will re-vote on the remaining applicants.
 - b. Voting will continue until an applicant(s) receives the four-vote minimum.
 - 5. If a tie exists after the first vote or in a subsequent round of voting, and a tiebreaker is necessary to make an appointment, a tiebreaker vote will be conducted utilizing the following process:
 - a. Councilmembers will vote on the applicants that are tied and all other applicants will be eliminated from the voting process.

- b. If after three successive votes a tie still exists, the names of all of the applicants that are tied will be put into a hat and the City Clerk will draw out one of the names. The name that is drawn will be appointed to the open seat on the board or commission sought by such applicant.
- 6. The Mayor may call for a recess at any time during the voting process to allow Councilmembers to caucus. Caution should be exercised during a caucus to avoid “serial meetings” as these types of discussions are not allowed under the Open Public Meetings Act.
- 7. The names of the applicant(s) selected will be added to a Resolution, with final approval required by a vote of the City Council.
- F. Letters will be sent to all applicants informing them of their appointment or thanking them for applying. Staff liaisons will contact new appointees in advance of the first board or commission meeting.

8.13 Vacancies.

- A. When vacancies occur, they are filled for the unexpired terms in the same manner as described in Section 8.12. The City Council will be notified of vacancies so they may encourage residents to apply.
- B. In the event a vacancy occurs mid-term, the City Council shall appoint a person to fill the unexpired term within 60 days, or as soon as reasonably possible.
- C. If the mid-term vacancy occurs for a position with six months or less remaining in the term, the City Council may elect to fill the unexpired term and the next four-year term concurrently.

8.14 Open Government Training Requirement. Within 90 days of the appointment to a board or commission, all new members must complete the Open Public Meetings Act training required by the Open Government Trainings Act and provide proof of completion of such training to the City Clerk.

8.15 City Council Liaison Roles & Duties. The Mayor (in consultation with the Deputy Mayor) may appoint a City Council liaison for certain boards or commissions. The City Council liaison shall report objectively on the activities of both the City Council and the advisory group. The specific duties of a City Council liaison are as follows:

- A. Attend meetings of the board or commission on a regular basis and sit at the table or dais, as applicable.
- B. Participate in discussion and debate of the board or commission, but not vote on any matter (except for the Open Space Conservancy Trust as the City Council Liaison is a voting member).
- C. Represent the majority City Council position, if known.
- D. Participate in a manner that will not intimidate or inhibit the meetings and operations of the board or commission. Make comments in a positive manner to promote positive interaction between the City Council and the board or commission.

- E.** Be prepared to give the City Council regular and timely reports at regular City Council meetings. Take the lead on discussion items before the City Council which pertain to the assigned board or commission.
- F.** Provide input to the City Council regarding potential candidates for appointment to the board or commission.

**CITY OF MERCER ISLAND, WASHINGTON
RESOLUTION NO. 1603**

**A RESOLUTION OF THE CITY OF MERCER ISLAND WASHINGTON APPOINTING
MEMBERS TO THE MERCER ISLAND BOARDS AND COMMISSIONS**

WHEREAS, Mercer Island's advisory boards and commissions provide an invaluable service to the City and their recommendation and advice on a wide variety of subjects aids the City Council in the decision-making process; and

WHEREAS, there are currently open vacancies on the City Arts Council and Design Commission; and

WHEREAS, the City Clerk solicited applications for the open positions on the Arts Council and Design Commission; and

WHEREAS, the appointment for the Arts Council and Design Commission is to be made by a vote of the City Council during a regularly scheduled meeting.

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

Section 1. Appointment of Arts Council. Pursuant to MICC 3.55.030(C), the City Council hereby appoints the following individual to the Mercer Island Arts Council for the designated term hereafter set forth:

	Position #3	Term Expires May 31, 2023
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Section 2. Appointment of Design Commission. Pursuant to MICC 3.34.030(C), the City Council hereby appoints the following individual to the Mercer Island Design Commission for the designated term hereafter set forth:

	Position #6	Term Expires May 31, 2025
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PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON,
AT ITS REGULAR MEETING ON OCTOBER 19, 2021.

CITY OF MERCER ISLAND

Benson Wong, Mayor

ATTEST:

Andrea Larson, City Clerk



2021 PLANNING SCHEDULE

Item 13.

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

NOTE - Regular Meetings begin at 5:00 pm from June 16, 2020, through December 31, 2021.
Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

NOVEMBER 1 SPECIAL			DD	FN	CA	Clerk	CM
ABSENCES:							
ITEM TYPE TIME TOPIC					STAFF		
STUDY SESSION							
60	Hold For AB xxxx: KC Sewerline Upgrade Overview Presentation				Ross Freeman/Jason Kintner		
SPECIAL BUSINESS							
CONSENT AGENDA							
--	AB xxxx: Veterans Day Proclamation				Andrea Larson		
--	AB 5960: Resolution No. xxxx approving 2017 EF Recovery Agreement (tentative)				Jeff Clark/Bio Park		
REGULAR BUSINESS							
60	AB 5953: Fiscal Year 2022 Revenue Forecast				Matt Mornick		
60	AB 5954: Review Proposed Mid-Biennial Budget Amendments				Matt Mornick		
30	AB xxxx: Town Center Parking Study Consultant Selection and Bid Award				Sarah Bluvas		
30	AB xxxx: Legislative Priorities (tentative)				Jessi Bon		
EXECUTIVE SESSION							

NOVEMBER 16				DD	FN	CA	Clerk	CM
ABSENCES:								
ITEM TYPE TIME TOPIC						STAFF		
STUDY SESSION								
SPECIAL BUSINESS								
	Resolution: Appreciation for Mercer Island Preschool Association							
CONSENT AGENDA								
--	AB xxxx: Comprehensive Plan Amendment xxx21-xxx (Ord. No. 21C-xx Second Reading)					Alison Van Gorp		

--	AB xxxx: King County North Mercer Interceptor Staging Area Agreements for I-90 Boat Launch and Luther Burbank South Parking Lot	Paul West	Item 13.
--	AB xxxx: 2020 Watercourse Stabilization Project Closeout	Fred Gu	
REGULAR BUSINESS			
60	PUBLIC HEARING (Legal Notice: 11/3/2021 & 11/10/2021) AB xxxx: 2021-2022 Mid-Biennial Budget Review <ul style="list-style-type: none"> • Third Quarter 2021 Financial Status Update, • NORCOM 2022 Budget Resolution No. xxxx, • 2022 Utility Rate Resolutions, • 2022 Emergency Services Cost Recovery Resolution No. xxxx (EF Recovery) • 2022 Property Tax Ordinances, • First Reading of Ordinance to dissolve the YFS Endowment Fund, and • First Reading of 2021-2022 Budget Adjustments. 	Matt Mornick/LaJuan Tuttle	
15	PUBLIC HEARING (Legal Notice: 10/13/2021) AB xxxx: Town Center Moratorium Renewal (Ord. No. 21-xx)	Sarah Bluvas	
30	AB xxxx: Development Code Amendment ZTR19-004 (Ord. No. 21x-xx First Reading)	Sarah Bluvas	
30	AB xxxx: ARCH 2022 Work Program / Budget	Alison Van Gorp	
30	AB xxxx: Legislative Priorities Discussion	Jessi Bon	
15	AB xxxx: City Council Regular Meeting Time Code Amendment (First Reading)	Andrea Larson	
15	AB xxxx: Marine Patrol Services ILA with Medina and Hunts Point (Tentative)	Mike Seifert/Chad Schumacher	

DECEMBER 7				DD	FN	CA	Clerk	CM
ABSENCES:								
ITEM TYPE TIME TOPIC						STAFF		
STUDY SESSION								
SPECIAL BUSINESS								
	Resolutions of Appreciation for Outgoing Councilmembers.							
CONSENT AGENDA								
--	AB xxxx: Development Code Amendment ZTR19-004 (Ord. No. 21x-xx Second Reading)					Sarah Bluvas		
	AB xxxx: Approval of the Police and Support CBAs							
--	AB xxxx: City Council Regular Meeting Time Code Amendment (Second Reading)					Andrea Larson		
REGULAR BUSINESS								
30	AB xxxx: Second Reading and Adoption of 2021-2022 Budget Adjustments					Matt Mornick/LaJuan Tuttle		
30	AB xxxx: Development Fee Resolution					Jeff Thomas		

60	AB xxxx: Comprehensive Plan / Development Code Amendment Docket 2022 (Res. No. xxxx)	Alison Van Gorp	Item 13.
15	AB xxxx: Outdoor Dining Interim Regulations Renewal (Ord. No. 21-xx)	Sarah Bluvas	
EXECUTIVE SESSION			

DECEMBER 21 (POTENTIALLY CANCELED)				DD	FN	CA	Clerk	CM
ABSENCES:								
ITEM TYPE TIME TOPIC						STAFF		
STUDY SESSION								
SPECIAL BUSINESS								
CONSENT AGENDA								
REGULAR BUSINESS								
EXECUTIVE SESSION								