



CITY OF MERCER ISLAND CITY COUNCIL REGULAR VIDEO MEETING

Tuesday, June 01, 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 - Council Chambers
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.

Virtual Meeting Notice

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 6 PM (Council will be in Executive Session from 5 PM to 6 PM): To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **881 6095 1881** and Password **790784** if prompted.

Join by Internet at 6 PM (Council will be in Executive Session from 5 PM to 6 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 **881 6095 1881**; Enter Password **790784**
- 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.

EXECUTIVE SESSION, 5:00 PM

To discuss pending or potential litigation with legal counsel pursuant to RCW 42.30.110(1)(i) for approximately 60 minutes.

CALL TO ORDER & ROLL CALL, 6:00 PM

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

CITY MANAGER REPORT

APPEARANCES

CONSENT CALENDAR

1. Approve **Accounts Payable** Reports for the periods ending:
 - A) May 14, 2021 in the amount of \$718,983.38
 - B) May 21, 2021 in the amount of \$487,226.03
2. Approve **Minutes** of the May 4, 2021 Regular Meeting
3. AB 5888: 5/21/2021 **Payroll** Certification
Recommended Action: Approve the 5/21/2021 Payroll Certification (Exhibit 1) in the amount of \$891,429.19 and authorize the Mayor to sign the certification on behalf of the entire City Council.
4. AB 5885: Juneteenth Proclamation No. 272
Recommended Action: Mayor Wong proclaims June 19, 2021 as Juneteenth in Mercer Island.
5. AB 5887: Gun Violence Awareness Day, Proclamation No. 273
Recommended Action: Mayor Wong proclaims June 4, 2021 as Gun Violence Awareness Day in Mercer Island.
6. AB 5882: King County Sewer North Mercer Enatai Interceptor Interagency Agreement
Recommended Action: Authorize the City Manager to sign the interagency agreement with King County.
7. AB 5881: 2021 Arterial and Residential Street Overlays Bid Award
Recommended Action: Award Schedules 'A' and 'B' of the 2021 Arterial and Residential Street Overlays project to Watson Asphalt Paving Company in the amount of \$1,063,567.00. Set the total project budget to \$1,346,559 and direct the City Manager to execute the construction contract.
8. AB 5879: Mercer Island School District Easement Encroachment
Recommended Action: Authorize the City Manager to sign the Easement Encroachment License Agreement substantially in the form of Exhibit 2.
9. AB 5880: Accept Public Drainage Easements for Watercourse Improvement Projects
Recommended Action: Accept the public drainage easements for watercourse improvement projects SW0100 and SW0101 as reflected in Exhibits 2 and 3.

REGULAR BUSINESS

10. AB 5878: **Public Hearing** continued from May 4 Meeting on Adoption of 2022-2027 Six-Year Transportation Improvement Program. (Exhibit 1 Revised June 1 to add additional comments received.)
Recommended Action: Conduct a public hearing and consider public testimony.
11. AB 5873: Code of Ethics Revisions (Ordinance No. 21C-10, Second Reading)
Recommended Action: Adopt Ordinance No. 21C-10 amending chapter 2.60 MICC to revise the Code of Ethics for officials.
12. AB 5884: 2021 Board and Commission Appointments
Recommended Actions:
 - 1) Approve the Mayor's recommendations for appointment to the Open Space Conservancy Trust for the positions expiring May 31, 2021.
 - 2) Approve Resolution No. 1598 appointing members to fill the vacancies on the City's advisory boards and commissions.
 - 3) Direct the City Manager to commence a recruitment process to fill the remaining board and commission vacancies.
13. AB 5878: Adoption of 2022-2027 Six-Year Transportation Improvement Program (Public Hearing continued from May 4 Meeting and Adoption). (Note – Item 10 and Item 13 have the same supporting documents) (Exhibit 1 Revised June 1 to add additional comments received.)
Recommended Actions:
 - 1) Adopt the 2022-2027 Transportation Improvement Program, as reflected in Exhibit 2

- 2) Appropriate \$100,000 from the Fund Balance in the Street Fund for the Island Crest Way Corridor Safety Analysis.

14. AB 5883: American Rescue Plan Funds Update

Recommended Action: Receive report. Confirm general direction for staff to evaluate the highest priority infrastructure project needs related to water, sewer, and storm water utilities, identify a strategy to accelerate projects, and return with a recommendation to the City Council on the ARPA funding appropriation later this year.

15. AB 5875: City Council Voting Delegates for the 2021 AWC Business Meeting

Recommended Action: Appoint Councilmembers 1) _____, 2) _____ and 3) _____ as the City of Mercer Island voting delegates for the Association of Washington Cities Business Meeting on June 24, 2021.

OTHER BUSINESS

16. Planning Schedule

17. Councilmember Absences & Reports

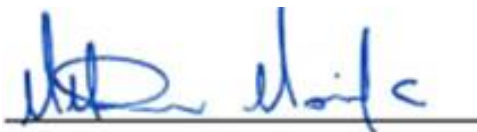
EXECUTIVE SESSION

To review the performance of a public employee pursuant to RCW 42.30.110(1)(g). No action will be taken.

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	207613-207709	5/14/2021	\$718,983.38
			\$718,983.38

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0111005	00207687	SEATTLE PUBLIC UTILITIES	APRIL 2021 SPU CHARGE FOR RETA	9,650.00
P0110858	00207647	H D FOWLER	INVENTORY PURCHASES	6,967.29
P0110848	00207706	WALTER E NELSON CO	INVENTORY PURCHASES	2,445.52
P0110935	00207700	TRAFFIC SAFETY SUPPLY	INVENTORY PURCHASES	1,559.95
P0110938	00207680	PIONEER MANUFACTURING COMPANY	INVENTORY PURCHASES	677.12
P0110953	00207623	CERTIFIED LABORATORIES	INVENTORY PURCHASES	582.91
P0111008	00207640	EXCEL SUPPLY COMPANY	INVENTORY PURCHASES	521.32
P0111013	00207647	H D FOWLER	INVENTORY PURCHASES	465.25
	00207658	KNEBEL, SHERWOOD	REFUND OVERPAY 00743640001	420.99
	00207707	WANG, HAICIANG	REFUND OVERPAY 01084191703	416.74
P0111030	00207645	GRAINGER	INVENTORY PURCHASES	405.89
	00207646	GRIBBLE, JAN	REFUND OVERPAY 00193390001	296.57
P0110939	00207645	GRAINGER	INVENTORY PURCHASES	67.05
<i>Org Key: CA1100 - Administration (CA)</i>				
P0111052	00207662	Madrona Law Group, PPLC	Invoice #10735 Professional	25,176.00
P0111053	00207655	KEATING BUCKLIN & MCCORMACK	Invoice #15781 Professional	2,280.00
P0111028	00207655	KEATING BUCKLIN & MCCORMACK	Professional Services INV 1578	730.20
P0111058	00207684	RELX INC DBA LEXISNEXIS	Invoice #1000RVY57 - Legal	349.02
<i>Org Key: CA1150 - Attorney-Litigation</i>				
P0111056	00207664	McNaul Ebel Nawrot	Invoice #99411 Professional	66,211.81
P0111052	00207662	Madrona Law Group, PPLC	Invoice #10736 Professional	8,321.00
P0111054	00207698	The Fearey Group Inc.	Invoice #April2021-109 Profess	801.94
<i>Org Key: CA1200 - Prosecution & Criminal Mngmnt</i>				
P0111057	00207650	HONEYWELL, MATTHEW V	Invoice #1212 4/27/2021 -	700.00
P0111057	00207650	HONEYWELL, MATTHEW V	Invoice #1213 5/4/2021	300.00
<i>Org Key: CM1100 - Administration (CM)</i>				
P0111067	00207633	DATAQUEST LLC	Pre-employment Background Chec	41.50
<i>Org Key: CM1200 - City Clerk</i>				
P0111064	00207690	SOUND PUBLISHING INC	Ntc. 2564270 B-C Recruitment	147.43
P0111064	00207690	SOUND PUBLISHING INC	Ntc. 2564535 Running for Counc	95.58
P0111064	00207690	SOUND PUBLISHING INC	Ntc. 2574873 Ord. 21-07 04.28.	52.11
<i>Org Key: CO6100 - City Council</i>				
P0110861	00207613	DANIEL, KAMARIA	MITV 4/20 Council Meeting	330.00
P0110931	00207635	DELL MARKETING L.P.	Dell iDRAC Enterprise	276.26
P0110861	00207613	DANIEL, KAMARIA	MITV 4/6 Council Meeting	240.00
P0110861	00207613	DANIEL, KAMARIA	Transportation	80.00
<i>Org Key: CR1100 - Human Resources</i>				
P0111066	00207682	PUBLIC SAFETY TESTING INC	Public Safety Testing Program	462.00
<i>Org Key: CT1100 - Municipal Court</i>				
P0110956	00207660	LANGUAGE LINE SERVICES	Language Line invoice# 1022818	0.98
<i>Org Key: DS0000 - Development Services-Revenue</i>				
	00207681	PROVIDENT ELECTRIC	JOB CANCELLED	141.60
<i>Org Key: DS1100 - Administration (DS)</i>				

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
P0111078	00207705	VERIZON WIRELESS	VERIZON CM MAR 24-APR23	298.35
P0111078	00207705	VERIZON WIRELESS	VERIZON CM MAR 24-APR23	99.45
P0111067	00207633	DATAQUEST LLC	Pre-employment Background Chec	41.50
<i>Org Key: FN2100 - Data Processing</i>				
P0111000	00207666	METROPRESORT	APRIL 2021 E-SERIVCES PORTAL A	50.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0110865	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	77.67
P0110865	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	76.73
P0111000	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	68.73
P0111000	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	67.68
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0110865	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	77.67
P0110865	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	76.73
P0111000	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	68.74
P0111000	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	67.69
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0110865	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	77.68
P0110865	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	76.72
P0111000	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	68.73
P0111000	00207666	METROPRESORT	APRIL 2021 PRINTING & MAILING	67.66
<i>Org Key: FR1100 - Administration (FR)</i>				
P0111050	00207638	EASTSIDE FIRE & RESCUE	Interim Fire Chief Services -	14,000.00
P0111047	00207694	SYSTEMS DESIGN WEST LLC	Transport Billing Fees April 2	1,304.50
P0111041	00207631	CULLIGAN SEATTLE WA	Water Service/Fire	352.47
P0111049	00207616	ASPECT SOFTWARE INC	Telestaff Monthly Charges	165.15
<i>Org Key: FR1200 - Fire Marshal</i>				
P0110172	00207652	INTL CODE COUNCIL INC.	Code Book	62.21
<i>Org Key: FR2100 - Fire Operations</i>				
P0111045	00207673	MUNICIPAL EMERGENCY SERVICES	SCBA Flow Testing	1,703.05
P0111045	00207673	MUNICIPAL EMERGENCY SERVICES	SCBA Flowtesting	1,277.43
P0110959	00207705	VERIZON WIRELESS	FIRE VERIZON MAR 24-APR23	809.15
P0111046	00207659	KROESENS UNIFORM COMPANY	Uniforms/Stalker	103.06
P0111044	00207628	COMCAST	Internet Charges/Fire	62.41
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0111048	00207661	LIFE ASSIST INC	Stock Aid Supplies	681.16
P0111048	00207661	LIFE ASSIST INC	Stock Aid Supplies	373.50
P0111048	00207661	LIFE ASSIST INC	Stock Aid Supplies	161.98
P0111042	00207614	AIRGAS USA LLC	Oxygen/Fire	84.98
P0111048	00207661	LIFE ASSIST INC	Stock Aid Supplies	53.73
P0111043	00207692	STERICYCLE INC	On-Call Charges	10.36
<i>Org Key: FR4100 - Training</i>				
P0109866	00207656	KING COUNTY ZONE 1	RS1 - Pearson, Gruger, Gaines,	3,980.00
<i>Org Key: GE0107 - Fleet Replacements</i>				
P0110850	00207653	JENNINGS EQUIPMENT INC.	18' TILT TRAILER	11,782.47

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: GGM001 - General Government-Misc</i>				
P0111027	00207622	BRINKS INC	Armored Car Service April 2021	1,800.58
P0110778	00207622	BRINKS INC	Case 01687019 disputed charges	-263.88
P0111027	00207622	BRINKS INC	Case 01734141 Disputed Charges	-1,299.98
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
P0111070	00207637	DEVENY, JAN P	LEOFF1 Retiree Medical Expense	2,131.50
P0111069	00207642	FORSMAN, LOWELL	LEOFF1 Retiree Medical Expense	539.99
P0111068	00207634	DEEDS, EDWARD G	LEOFF1 Retiree Medical Expense	500.32
<i>Org Key: GGM160 - King Co CRF Economic Developme</i>				
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2564757 MINext Ad 3.24.20	218.75
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2564770 MINext Ad 3.26.20	218.75
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2564764 MINext Ad 3.26.20	218.75
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2564760 MINext Ad 3.26.20	218.75
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2560084 Leprechaun Ad 3.3	176.13
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2560084 Leprechaun Ad 3.1	176.13
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2560086 MINext Ad 3.17.20	176.13
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2560086 MINext Ad 3.24.20	176.13
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2560086 MINext Ad 3.31.20	176.13
P0111003	00207690	SOUND PUBLISHING INC	Ntc. 2566228 MINext Ad 3.3.212	100.00
P0111003	00207690	SOUND PUBLISHING INC	Payment applied (check #205437	-1,750.00
<i>Org Key: GT0106 - Enterprise Resource Planning S</i>				
P0111074	00207621	BERRYDUNN	PROJECT WORK PLAN & SCHEDULE	1,250.00
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0111077	00207663	MAGNAS LLC	LONG DISTANCE CALLING 043021	122.05
<i>Org Key: MT2100 - Roadway Maintenance</i>				
P0110943	00207676	Northwest Barricade	PAIR TEMPORARY TRAFFIC SIGNAL	5,075.61
<i>Org Key: MT2200 - Vegetation Maintenance</i>				
P0111009	00207649	HOME DEPOT CREDIT SERVICE	PRUNING SAW, TRIM KIT & CHAINS	854.38
<i>Org Key: MT3000 - Water Service Upsizes and New</i>				
P0110317	00207709	WOLFSKILL CONSTRUCTION LLC	2021 UNIT PRICED EXCAVATION	6,970.23
P0110317	00207709	WOLFSKILL CONSTRUCTION LLC	2021 UNIT PRICED EXCAVATION	6,846.23
P0110852	00207619	BECU	RETAINAGE - WOLFSKILL	455.60
P0110852	00207619	BECU	RETAINAGE - WOLFSKILL	331.60
<i>Org Key: MT3100 - Water Distribution</i>				
P0111024	00207630	CORE & MAIN LP	2 HYDRANTS & FITTINGS	7,583.30
P0111072	00207685	Royal Restrooms of Washington	RENTAL FROM 4/26 TO 5/25	2,250.00
P0110856	00207647	H D FOWLER	BLUE SCREW VALVE BOX CLEANER	316.47
P0110862	00207686	S&B INC	FIRST HILL RTU DP REPAIR	287.09
P0110947	00207647	H D FOWLER	A46-NL 1" METER TO 1 1/2" METE	201.88
P0110951	00207671	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	11.87
P0111011	00207703	USABlueBook	"OUT OF SERVICE" FOR HYDRANT	22.70
<i>Org Key: MT3150 - Water Quality Event</i>				
P0110185	00207615	AM TEST INC	2021 WATER QUALITY SAMPLES	105.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT3300 - Water Associated Costs</i>				
P0110864	00207691	SOUND SAFETY PRODUCTS	SAFETY BOOTS & MISC. WORK CLOT	333.16
<i>Org Key: MT3400 - Sewer Collection</i>				
P0111072	00207685	Royal Restrooms of Washington	RENTAL FROM 4/26 TO 5/25	2,250.00
P0110860	00207645	GRAINGER	ORANGE RUBBER GLOVES	65.53
P0110855	00207697	TACOMA SCREW PRODUCTS INC	MISC. HARDWARE	13.00
<i>Org Key: MT3500 - Sewer Pumps</i>				
P0110829	00207617	AT&T MOBILITY	2021 TELEMETRY	774.80
<i>Org Key: MT3800 - Storm Drainage</i>				
P0111025	00207702	UNITED RENTALS NORTH AMERICA	MINI EXCAVATOR RENTAL	2,523.61
P0111026	00207647	H D FOWLER	10" & 12" PIPE & 12" FERNCO CO	497.99
P0110857	00207647	H D FOWLER	12" CONC. X CONC. FERNCO COUPL	228.87
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0110974	00207624	CINTAS CORPORATION #460	2021 PW COVERALL SERVICE	2,574.04
P0110966	00207704	UTILITIES UNDERGROUND LOCATION	2021 UTILITY LOCATES	285.09
P0111067	00207633	DATAQUEST LLC	Pre-employment Background Chec	121.00
P0111029	00207645	GRAINGER	CALCULATOR & INK ROLLERS	81.49
<i>Org Key: MT4200 - Building Services</i>				
P0110993	00207641	FIRE PROTECTION INC	FS91 FIRE ALARM MONITORING	1,416.05
P0110992	00207641	FIRE PROTECTION INC	FS92 FIRE ALARM MONTORING	946.86
P0110994	00207641	FIRE PROTECTION INC	CITY HALL FIRE ALARM MONITORIN	952.21
P0110995	00207641	FIRE PROTECTION INC	PW FIRE ALARM MONITORING	483.03
P0110973	00207632	CUMMINS SALES & SERVICE	2021 GENERATOR INSPECTION PORT	423.89
P0110994	00207641	FIRE PROTECTION INC	12V 8AH BATTERY	380.00
P0110972	00207632	CUMMINS SALES & SERVICE	2021 GENERATOR INSPECTION CITY	371.04
P0110971	00207632	CUMMINS SALES & SERVICE	2021 GENERATOR INSPECTION FIRE	318.20
P0110970	00207632	CUMMINS SALES & SERVICE	2021 GENERATOR INSPECTION CITY	318.20
P0110969	00207632	CUMMINS SALES & SERVICE	2021 GENERATOR INSPECTION FIRE	318.20
P0110968	00207632	CUMMINS SALES & SERVICE	2021 GENERATOR INSPECTION EMER	318.20
P0110967	00207632	CUMMINS SALES & SERVICE	2021 GENERATOR INSPECTION FIRE	318.20
P0110993	00207641	FIRE PROTECTION INC	12V 8AH BATTERY	285.00
P0110925	00207649	HOME DEPOT CREDIT SERVICE	MISC. LUMBER & HARDWARE	235.05
P0110995	00207641	FIRE PROTECTION INC	12V 8AH BATTERY	95.00
<i>Org Key: MT4300 - Fleet Services</i>				
P0110975	00207672	MI SCHOOL DISTRICT #400	2021 MISD SCHOOL DISTRICT FUEL	9,270.04
P0111021	00207675	NELSON PETROLEUM	2021 DIESEL DELIVERY	1,220.80
P0111001	00207674	NAPA AUTO PARTS	REPAIR PARTS	886.04
P0111020	00207665	MERCER ISLAND CHEVRON	FUEL	708.89
P0110945	00207689	SIRENNET.COM	LIGHTING FOR FL-0524	530.46
P0110854	00207639	EMERALD SERVICES INC	OIL RECYCLING	452.54
P0111012	00207651	HORIZON	EXMARK MOWER PARTS	102.65
P0110944	00207618	AUTONATION INC	FLEET PARTS	37.17
<i>Org Key: MT4420 - Transportation Planner Eng</i>				
	00207657	KLEIN, LIA	EDU-BOOKS	372.59
P0111064	00207690	SOUND PUBLISHING INC	Ntc. 2574152 Public Hearing	12.39

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT4450 - Cust Resp - Clearing Acct</i>				
	00207648	HARVEY, RICHARD ALEX	SAFETY BOOTS	154.08
<i>Org Key: MT4502 - Sewer Administration</i>				
P0111073	00207636	DEPT OF COMMERCE	PWTF-257763 Principal Payment	402,757.35
P0111073	00207636	DEPT OF COMMERCE	PWTF-257763 Interest Payment	12,082.72
<i>Org Key: MT6100 - Park Maintenance</i>				
P0110997	00207683	PUGET SOUND SPECIALTIES INC.	TRULIME (5 TONS)	593.44
P0110974	00207624	CINTAS CORPORATION #460	PARKS 2021 COVERALL SERVICE	193.55
P0110990	00207645	GRAINGER	SHARPS CONTAINERS	131.12
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
P0110997	00207683	PUGET SOUND SPECIALTIES INC.	TRULIME (5 TONS)	652.78
P0110828	00207620	BEN'S CLEANER SALES INC	TURBO NOZZLE & TURBO KIT	179.67
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
P0110996	00207641	FIRE PROTECTION INC	LB FIRE ALARM MONITORING	506.56
P0110996	00207641	FIRE PROTECTION INC	12V 8 AH BATTERY	190.00
P0110996	00207641	FIRE PROTECTION INC	12V 12AH BATTERY	138.00
P0110976	00207677	NW PLAYGROUND EQUIPMENT INC	BEARING FOR PLAYGROUND	30.88
<i>Org Key: MT6600 - Park Maint School Fields</i>				
P0110997	00207683	PUGET SOUND SPECIALTIES INC.	TRULIME (5 TONS)	890.16
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
P0110853	00207627	COLUMBIA CASCADE COMPANY	2140-6-M REPLACEMENT SLATS FOR	1,585.44
P0110997	00207683	PUGET SOUND SPECIALTIES INC.	TRULIME (5 TONS)	830.82
P0111006	00207696	T2 SYSTEMS CANADA INC	Digital Iris Service 5/1/21-5/	77.07
P0110952	00207668	MI HARDWARE - P&R	MISC. HARDWARE FOR THE MONTH O	57.14
P0110950	00207667	MI HARDWARE - MAINT	MISC. HARDWARE FOR THE MONTH O	19.77
<i>Org Key: PA0129 - Pioneer Park/Engstrom OS Fores</i>				
P0110962	00207679	PACIFIC RIM EQUIPMENT RENTAL	POWER CARRIERS & TRACK LOADER	5,538.03
<i>Org Key: PO1800 - Contract Dispatch Police</i>				
P0111051	00207708	WASHINGTON STATE PATROL	WSP CPL backgrounds - April 20	172.25
<i>Org Key: PO2100 - Patrol Division</i>				
P0111031	00207659	KROESENS UNIFORM COMPANY	Patrol Uniform Supplies -	303.84
P0111032	00207625	CLEANERS PLUS 1	Uniform Cleaning 5/1/2021 - In	106.82
P0111031	00207659	KROESENS UNIFORM COMPANY	Patrol Uniform Supplies -	55.05
P0111038	00207693	SUE'S TAILOR & ALTERATION	Uniform Alteration - Corporal	17.60
<i>Org Key: PO2200 - Marine Patrol</i>				
P0111035	00207669	MI HARDWARE - POLICE	MP Supplies - Invoice(s): 1434	31.49
<i>Org Key: PO2201 - Dive Team</i>				
P0111034	00207701	UNDERWATER SPORTS INC.	Dive Team Equipment Maintenanc	549.34
P0111036	00207678	OCCUPATIONAL HEALTH CTRS OF WA	Dive Physical - FF Gruger - In	410.00
<i>Org Key: PO3100 - Investigation Division</i>				
P0111039	00207699	THOMSON REUTERS - WEST	West investigative service - A	442.91
P0111033	00207695	T-MOBILE USA INC	GPS Locate for case Number 202	90.00

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PR1100 - Administration (PR)</i>				
P0111002	00207629	CONSERVATION TECHNIX INC	PROS Plan Services (inv. 964)	8,800.50
<i>Org Key: PR4100 - Community Center</i>				
P0110991	00207641	FIRE PROTECTION INC	CCMV FIRE ALARM MONITORING	1,437.76
P0111016	00207641	FIRE PROTECTION INC	COMM CNTR KITCHEN HOOD INSPECT	825.75
P0111014	00207641	FIRE PROTECTION INC	COMM CTNR WATER/AIR GUAGES	445.91
P0110963	00207632	CUMMINS SALES & SERVICE	2021 GENERATOR INSPECTION COMM	423.89
P0110991	00207641	FIRE PROTECTION INC	12V 18AH BATTERY	362.00
P0110991	00207641	FIRE PROTECTION INC	12V 12AH BATTERY	138.00
<i>Org Key: VCP402 - CIP Water Salaries</i>				
	00207643	GIDDINGS, MAYA	MRSC WEBINAR	35.00
<i>Org Key: WS713T - SCADA System Upgrade</i>				
P0110951	00207671	MI HARDWARE - UTILITY	MISC. HARDWARE FOR THE MONTH O	73.38
<i>Org Key: WU0103 - Water Reservoir Improvements</i>				
P0110616	00207626	COASTAL SERVICES INC	21-11 RESERVOIR IMPROVEMENTS	38,046.20
<i>Org Key: YF1100 - YFS General Services</i>				
P0111067	00207633	DATAQUEST LLC	Pre-employment Background Chec	94.50
<i>Org Key: YF1200 - Thrift Shop</i>				
P0110989	00207641	FIRE PROTECTION INC	THRIFT STORE FIRE ALARM MONITO	473.43
P0110949	00207670	MI HARDWARE - ROW	MISC. HARDWARE FOR THE MONTH O	4.34
<i>Org Key: YF2600 - Family Assistance</i>				
P0109895	00207688	SHOREWOOD #14885	Rental assistance for Emergenc	2,000.00
P0109894	00207654	KC HOUSING AUTHORITY	Rental Assistance for Emergenc	297.00
P0111037	00207644	Grace's Place	Rental assistance for EA clien	296.00
P0109894	00207654	KC HOUSING AUTHORITY	Rental Assistance for Emergenc	179.00
Total				718,983.38

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00207613	05/12/2021	DANIEL, KAMARIA MITV 4/6 Council Meeting	P0110861	48	04/06/2021	650.00
00207614	05/14/2021	AIRGAS USA LLC Oxygen/Fire	P0111042	9112911375/279	05/04/2021	84.98
00207615	05/14/2021	AM TEST INC 2021 WATER QUALITY SAMPLES	P0110185	121036	04/21/2021	105.00
00207616	05/14/2021	ASPECT SOFTWARE INC Telestaff Monthly Charges	P0111049	ASI065846	05/05/2021	165.15
00207617	05/14/2021	AT&T MOBILITY 2021 TELEMETRY	P0110829	7X04132021	04/05/2021	774.80
00207618	05/14/2021	AUTONATION INC FLEET PARTS	P0110944	162223	04/13/2021	37.17
00207619	05/14/2021	BEUC RETAINAGE - WOLFSKILL	P0110852	RET-1224	04/13/2021	787.20
00207620	05/14/2021	BEN'S CLEANER SALES INC TURBO NOZZLE & TURBO KIT	P0110828	322058	04/12/2021	179.67
00207621	05/14/2021	BERRYDUNN PROJECT WORK PLAN & SCHEDULE	P0111074	402623	05/07/2021	1,250.00
00207622	05/14/2021	BRINKS INC Case 01687019 disputed charges	P0111027	4001143	04/30/2021	236.72
00207623	05/14/2021	CERTIFIED LABORATORIES INVENTORY PURCHASES	P0110953	7348714	04/28/2021	582.91
00207624	05/14/2021	CINTAS CORPORATION #460 2021 PW COVERALL SERVICE	P0110974	OH014519	04/30/2021	2,767.59
00207625	05/14/2021	CLEANERS PLUS 1 Uniform Cleaning 5/1/2021 - In	P0111032	73172	05/01/2021	106.82
00207626	05/14/2021	COASTAL SERVICES INC 21-11 RESERVOIR IMPROVEMENTS	P0110616	1563CS	04/30/2021	38,046.20
00207627	05/14/2021	COLUMBIA CASCADE COMPANY 2140-6-M REPLACEMENT SLATS FOR	P0110853	53732-36	04/15/2021	1,585.44
00207628	05/14/2021	COMCAST Internet Charges/Fire	P0111044	0005511-MAY4	05/04/2021	62.41
00207629	05/14/2021	CONSERVATION TECHNIX INC PROS Plan Services (inv. 964)	P0111002	964	05/02/2021	8,800.50
00207630	05/14/2021	CORE & MAIN LP 2 HYDRANTS & FITTINGS	P0111024	N915394	04/29/2021	7,583.30
00207631	05/14/2021	CULLIGAN SEATTLE WA Water Service/Fire	P0111041	202105672721	04/30/2021	352.47
00207632	05/14/2021	CUMMINS SALES & SERVICE 2021 GENERATOR INSPECTION PORT	P0110963	01-9359	05/04/2021	2,809.82
00207633	05/14/2021	DATAQUEST LLC Pre-employment Background Chec	P0111067	14727	04/30/2021	298.50
00207634	05/14/2021	DEEDS, EDWARD G LEOFF1 Retiree Medical Expense	P0111068	OH014535	05/13/2021	500.32
00207635	05/14/2021	DELL MARKETING L.P. Dell iDRAC Enterprise	P0110931	10485149161	05/04/2021	276.26
00207636	05/14/2021	DEPT OF COMMERCE PWTF-257763 Principal Payment	P0111073	PWTF-257763	05/04/2021	414,840.07
00207637	05/14/2021	DEVENY, JAN P LEOFF1 Retiree Medical Expense	P0111070	OH014536	05/13/2021	2,131.50
00207638	05/14/2021	EASTSIDE FIRE & RESCUE Interim Fire Chief Services -	P0111050	3983	04/26/2021	14,000.00

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00207639	05/14/2021	EMERALD SERVICES INC OIL RECYCLING	P0110854	85634952	04/05/2021	452.54
00207640	05/14/2021	EXCEL SUPPLY COMPANY INVENTORY PURCHASES	P0111008	132034	04/13/2021	521.32
00207641	05/14/2021	FIRE PROTECTION INC 12V 8AH BATTERY	P0111016	62568	05/06/2021	9,075.56
00207642	05/14/2021	FORSMAN, LOWELL LEOFF1 Retiree Medical Expense	P0111069	OH014533	05/13/2021	539.99
00207643	05/14/2021	GIDDINGS, MAYA MRSC WEBINAR		031521	03/15/2021	35.00
00207644	05/14/2021	Grace's Place Rental assistance for EA clien	P0111037	OH014529	05/05/2021	296.00
00207645	05/14/2021	GRAINGER INVENTORY PURCHASES	P0110990	9891753437	05/05/2021	751.08
00207646	05/14/2021	GRIBBLE, JAN REFUND OVERPAY 00193390001		OH014532	05/10/2021	296.57
00207647	05/14/2021	H D FOWLER INVENTORY PURCHASES	P0111026	I5768205/8497	05/04/2021	8,677.75
00207648	05/14/2021	HARVEY, RICHARD ALEX SAFETY BOOTS		041921	04/19/2021	154.08
00207649	05/14/2021	HOME DEPOT CREDIT SERVICE MISC. LUMBER & HARDWARE	P0111009	5172254	05/07/2021	1,089.43
00207650	05/14/2021	HONEYWELL, MATTHEW V Invoice #1212 4/27/2021 -	P0111057	1213	05/04/2021	1,000.00
00207651	05/14/2021	HORIZON EXMARK MOWER PARTS	P0111012	3M385524/684/949	04/19/2021	102.65
00207652	05/14/2021	INTL CODE COUNCIL INC. Code Book	P0110172	1001296914	01/29/2021	62.21
00207653	05/14/2021	JENNINGS EQUIPMENT INC. 18' TILT TRAILER	P0110850	115016P	04/28/2021	11,782.47
00207654	05/14/2021	KC HOUSING AUTHORITY Rental Assistance for Emergenc	P0109894	OH014527	05/04/2021	476.00
00207655	05/14/2021	KEATING BUCKLIN & MCCORMACK Professional Services INV 1578	P0111053	15781	05/04/2021	3,010.20
00207656	05/14/2021	KING COUNTY ZONE 1 RS1 - Pearson, Gruger, Gaines,	P0109866	21-00209-Z1	05/09/2021	3,980.00
00207657	05/14/2021	KLEIN, LIA EDU-BOOKS		050321	05/03/2021	372.59
00207658	05/14/2021	KNEBEL, SHERWOOD REFUND OVERPAY 00743640001		OH014521	04/29/2021	420.99
00207659	05/14/2021	KROESENS UNIFORM COMPANY Uniforms/Stalker	P0111031	63540	05/06/2021	461.95
00207660	05/14/2021	LANGUAGE LINE SERVICES Language Line invoice# 1022818	P0110956	10228187	04/30/2021	0.98
00207661	05/14/2021	LIFE ASSIST INC Stock Aid Supplies	P0111048	1096257	05/03/2021	1,270.37
00207662	05/14/2021	Madrona Law Group, PPLC Invoice #10735 Professional	P0111052	10736	05/04/2021	33,497.00
00207663	05/14/2021	MAGNAS LLC LONG DISTANCE CALLING 043021	P0111077	043021	04/30/2021	122.05
00207664	05/14/2021	McNaul Ebel Nawrot Invoice #99411 Professional	P0111056	99411	04/28/2021	66,211.81

Accounts Payable Report by Check Number

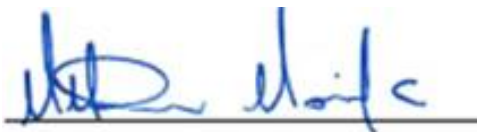
Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00207665	05/14/2021	MERCER ISLAND CHEVRON FUEL	P0111020	OH014523	04/01/2021	708.89
00207666	05/14/2021	METROPRESORT APRIL 2021 E-SERIVCES PORTAL A	P0111000	IN633114	05/06/2021	922.43
00207667	05/14/2021	MI HARDWARE - MAINT MISC. HARDWARE FOR THE MONTH O	P0110950	OH014516	04/30/2021	19.77
00207668	05/14/2021	MI HARDWARE - P&R MISC. HARDWARE FOR THE MONTH O	P0110952	OH014518	04/30/2021	57.14
00207669	05/14/2021	MI HARDWARE - POLICE MP Supplies - Invoice(s): 1434	P0111035	143434/143450	04/30/2021	31.49
00207670	05/14/2021	MI HARDWARE - ROW MISC. HARDWARE FOR THE MONTH O	P0110949	OH014515	04/30/2021	4.34
00207671	05/14/2021	MI HARDWARE - UTILITY MISC. HARDWARE FOR THE MONTH O	P0110951	OH014517	04/30/2021	85.25
00207672	05/14/2021	MI SCHOOL DISTRICT #400 2021 MISD SCHOOL DISTRICT FUEL	P0110975	2021-04.30FUEL	05/03/2021	9,270.04
00207673	05/14/2021	MUNICIPAL EMERGENCY SERVICES SCBA Flowtesting	P0111045	IN1571370	04/21/2021	2,980.48
00207674	05/14/2021	NAPA AUTO PARTS REPAIR PARTS	P0111001	OH014522	04/30/2021	886.04
00207675	05/14/2021	NELSON PETROLEUM 2021 DIESEL DELIVERY	P0111021	0762388-IN	05/06/2021	1,220.80
00207676	05/14/2021	Northwest Barricade PAIR TEMPORARY TRAFFIC SIGNAL	P0110943	21-16932	05/03/2021	5,075.61
00207677	05/14/2021	NW PLAYGROUND EQUIPMENT INC BEARING FOR PLAYGROUND	P0110976	47917	04/05/2021	30.88
00207678	05/14/2021	OCCUPATIONAL HEALTH CTRS OF WA Dive Physical - FF Gruger - In	P0111036	71104276	04/15/2021	410.00
00207679	05/14/2021	PACIFIC RIM EQUIPMENT RENTAL POWER CARRIERS & TRACK LOADER	P0110962	33751	04/27/2021	5,538.03
00207680	05/14/2021	PIONEER MANUFACTURING COMPANY INVENTORY PURCHASES	P0110938	INV787627	04/29/2021	677.12
00207681	05/14/2021	PROVIDENT ELECTRIC JOB CANCELLED		OH014531	05/10/2021	141.60
00207682	05/14/2021	PUBLIC SAFETY TESTING INC Public Safety Testing Program	P0111066	OH014534	04/12/2021	462.00
00207683	05/14/2021	PUGET SOUND SPECIALTIES INC. TRULIME (5 TONS)	P0110997	27202	04/27/2021	2,967.20
00207684	05/14/2021	RELX INC DBA LEXISNEXIS Invoice #1000RVY57 - Legal	P0111058	3093223740	04/30/2021	349.02
00207685	05/14/2021	Royal Restrooms of Washington RENTAL FROM 4/26 TO 5/25	P0111072	2105002	05/01/2021	4,500.00
00207686	05/14/2021	S&B INC FIRST HILL RTU DP REPAIR	P0110862	25819A	03/31/2021	287.09
00207687	05/14/2021	SEATTLE PUBLIC UTILITIES APRIL 2021 SPU CHARGE FOR RETA	P0111005	OH014524	04/01/2021	9,650.00
00207688	05/14/2021	SHOREWOOD #14885 Rental assistance for Emergenc	P0109895	OH014528	05/05/2021	2,000.00
00207689	05/14/2021	SIRENNET.COM LIGHTING FOR FL-0524	P0110945	0255832	04/27/2021	530.46
00207690	05/14/2021	SOUND PUBLISHING INC Ntc. 2574873 Ord. 21-07 04.28.	P0111064	8023276	04/30/2021	413.16

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00207691	05/14/2021	SOUND SAFETY PRODUCTS SAFETY BOOTS & MISC. WORK CLOT	P0110864	189923/3	04/22/2021	333.16
00207692	05/14/2021	STERICYCLE INC On-Call Charges	P0111043	3005539126	04/30/2021	10.36
00207693	05/14/2021	SUE'S TAILOR & ALTERATION Uniform Alteration - Corporal	P0111038	OH014530	04/30/2021	17.60
00207694	05/14/2021	SYSTEMS DESIGN WEST LLC Transport Billing Fees April 2	P0111047	20210940	05/11/2021	1,304.50
00207695	05/14/2021	T-MOBILE USA INC GPS Locate for case Number 202	P0111033	9445224915	05/05/2021	90.00
00207696	05/14/2021	T2 SYSTEMS CANADA INC Digital Iris Service 5/1/21-5/	P0111006	IRIS0000086154	04/30/2021	77.07
00207697	05/14/2021	TACOMA SCREW PRODUCTS INC MISC. HARDWARE	P0110855	16356585	04/21/2021	13.00
00207698	05/14/2021	The Fearey Group Inc. Invoice #April2021-109 Profess	P0111054	APRIL2021-109	04/30/2021	801.94
00207699	05/14/2021	THOMSON REUTERS - WEST West investigative service - A	P0111039	844304454	04/01/2021	442.91
00207700	05/14/2021	TRAFFIC SAFETY SUPPLY INVENTORY PURCHASES	P0110935	INV037383	04/21/2021	1,559.95
00207701	05/14/2021	UNDERWATER SPORTS INC. Dive Team Equipment Maintenanc	P0111034	20022407	05/04/2021	549.34
00207702	05/14/2021	UNITED RENTALS NORTH AMERICA MINI EXCAVATOR RENTAL	P0111025	191735351-003	04/29/2021	2,523.61
00207703	05/14/2021	USABlueBook "OUT OF SERVICE" FOR HYDRANT	P0111011	578800	04/20/2021	22.70
00207704	05/14/2021	UTILITIES UNDERGROUND LOCATION 2021 UTILITY LOCATES	P0110966	1040178	04/30/2021	285.09
00207705	05/14/2021	VERIZON WIRELESS VERIZON CM MAR 24-APR23	P0110959	9878269317	04/23/2021	1,206.95
00207706	05/14/2021	WALTER E NELSON CO INVENTORY PURCHASES	P0110848	803825/818/609	04/14/2021	2,445.52
00207707	05/14/2021	WANG, HAICIANG REFUND OVERPAY 01084191703		OH014520	04/29/2021	416.74
00207708	05/14/2021	WASHINGTON STATE PATROL WSP CPL backgrounds - April 20	P0111051	I21006037	04/01/2021	172.25
00207709	05/14/2021	WOLFSKILL CONSTRUCTION LLC 2021 UNIT PRICED EXCAVATION	P0110317	1224	04/13/2021	13,816.46
					Total	<u>718,983.38</u>

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	207710-207826	5/21/2021	\$487,226.03
			\$487,226.03

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: 402000 - Water Fund-Admin Key</i>				
P0111089	00207766	DUNN LUMBER COMPANY	INVENTORY PURCHASES	627.57
	00207744	ANNE AARONSON & JOHN CORDELL	REFUND OVERPAY 0057052001	355.63
P0110683	00207741	ALLIANCE HOMES LLC	REFUND WATER SERVICE DEPOSIT	314.63
P0110684	00207803	SEASCAPE HOMES LLC	REFUND WATER SERVICE DEPOSIT	309.48
	00207807	SHANNON & ERIC SMITH	REFUND OVERPAY 00748160003	307.77
P0111107	00207756	CESSCO INC	INVENTORY PURCHASES	333.39
P0111095	00207778	HOME DEPOT CREDIT SERVICE	INVENTORY PURCHASES	300.35
P0110681	00207808	SHEETAL & SIMREN DATTA	REFUND WATER SERVICE DEPOSIT	107.38
P0111061	00207774	GRAINGER	INVENTORY PURCHASES	64.87
P0111062	00207774	GRAINGER	INVENTORY PURCHASES	16.87
	00207781	JANET & MARK FROIO	REFUND OVERPAY 00625648002	7.25
<i>Org Key: 814074 - Garnishments</i>				
	00207815	UNITED STATES TREASURY	PAYROLL EARLY WARRANTS	864.32
<i>Org Key: 814075 - Mercer Island Emp Association</i>				
	00207792	MI EMPLOYEES ASSOC	PAYROLL EARLY WARRANTS	237.50
<i>Org Key: 814076 - City & Counties Local 21M</i>				
	00207825	WSCCCE AFSCME AFL-CIO	PAYROLL EARLY WARRANTS	2,213.50
<i>Org Key: 814077 - Police Association</i>				
	00207795	POLICE ASSOCIATION	PAYROLL EARLY WARRANTS	2,354.79
<i>Org Key: CM1200 - City Clerk</i>				
P0111096	00207785	KING COUNTY FINANCE	2020 Voter Registration Costs	84,208.51
<i>Org Key: CM1400 - Communications</i>				
P0110988	00207755	CDW GOVERNMENT INC	Adobe Creative Suite 2 License	1,015.59
<i>Org Key: DS1100 - Administration (DS)</i>				
P0102334	00207734	KPG	2019 ON CALL TRANPORATION	1,669.50
<i>Org Key: DS1200 - Bldg Plan Review & Inspection</i>				
P0111085	00207727	DEPT OF ENTERPRISE SERVICES	MONTHLY BUSINESS CARDS	96.89
<i>Org Key: FN2100 - Data Processing</i>				
P0111134	00207797	QUADRANT SYSTEMS INC	ANNUAL SOFTWARE SUPPORT	1,760.00
<i>Org Key: FN4501 - Utility Billing (Water)</i>				
P0111118	00207791	METROPRESORT	MAY 2021 PRINTING & MAILING OF	161.56
P0111118	00207791	METROPRESORT	MAY 2021 PRINTING & MAILING OF	159.72
<i>Org Key: FN4502 - Utility Billing (Sewer)</i>				
P0111118	00207791	METROPRESORT	MAY 2021 PRINTING & MAILING OF	161.56
P0111118	00207791	METROPRESORT	MAY 2021 PRINTING & MAILING OF	159.72
<i>Org Key: FN4503 - Utility Billing (Storm)</i>				
P0111118	00207791	METROPRESORT	MAY 2021 PRINTING & MAILING OF	161.57
P0111118	00207791	METROPRESORT	MAY 2021 PRINTING & MAILING OF	159.72
<i>Org Key: FR1100 - Administration (FR)</i>				
	00207721	CENTURYLINK	MAIN FIRE STATION FD #7	195.40

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: FR1200 - Fire Marshal</i>				
P0110069	00207738	WSAFM	2021 Department Membership	990.00
<i>Org Key: FR2100 - Fire Operations</i>				
P0109899	00207729	EPSCA	44 RADIOS FOR FIRE 2021	1,111.00
P0109898	00207725	COMCAST	2021 Comcast Business - Fire	908.15
	00207777	HICKS, JEROMY	MILEAGE - WENATCHEE	127.68
	00207777	HICKS, JEROMY	PER DIEM IAAI BOARD MEETING	61.88
P0111139	00207816	VERIZON WIRELESS	VERIZON FIRE APR 07 - MAY 06	15.86
P0109899	00207729	EPSCA	ACCESS FEE REBATE FIRE	-73.04
<i>Org Key: GB0108 - FS91 Site Characterization & F</i>				
P0110294	00207769	FARALLON CONSULTING LLC	PROJECT 1292-003 FS91 SITE	8,234.50
<i>Org Key: GGM001 - General Government-Misc</i>				
P0111027	00207753	BRINKS INC	Armored Car Service April 2021	1,800.58
P0109898	00207725	COMCAST	2021 Comcast Business - City h	440.66
P0110778	00207753	BRINKS INC	Armored car service	182.55
P0111027	00207753	BRINKS INC	Case 01734141 Disputed Charges	-1,299.98
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
P0111040	00207826	Xerox Financial Services	June 2021 Copier Rental Fees I	2,063.28
P0111088	00207727	DEPT OF ENTERPRISE SERVICES	#10 WINDOW ENVELOPES	453.08
P0111111	00207806	SEATTLE TIMES COMPANY, THE	SUBSCRIBER SVCS FEB 13-MAY11 2	153.84
<i>Org Key: GGM005 - Genera Govt-L1 Retiree Costs</i>				
	00207788	LEOFF HEALTH & WELFARE TRUST	POLICE RETIREES	5,801.61
	00207787	LEOFF HEALTH & WELFARE TRUST	FIRE RETIREES	3,223.11
	00207776	HAGSTROM, JAMES	LEOFF1 Medicare Reimb	361.30
	00207810	SMITH, RICHARD	LEOFF1 Medicare Reimb	249.70
	00207771	FORSMAN, LOWELL	LEOFF1 Medicare Reimb	240.70
	00207761	DEEDS, EDWARD G	LEOFF1 Medicare Reimb	240.60
	00207801	SCHOENTRUP, WILLIAM	LEOFF1 Medicare Reimb	240.60
	00207790	LYONS, STEVEN	LEOFF1 Medicare Reimb	235.60
	00207748	BARNES, WILLIAM	LEOFF1 Medicare Reimb	222.40
	00207773	GOODMAN, J C	LEOFF1 Medicare Reimb	220.40
P0111120	00207782	JOHNSON, CURTIS	FRLEOFF1 Retiree Medical Expen	210.80
	00207812	THOMPSON, JAMES	LEOFF1 Medicare Reimb	196.40
	00207819	WALLACE, THOMAS	LEOFF1 Medicare Reimb	183.10
	00207767	ELSOE, RONALD	LEOFF1 Medicare Reimb	182.50
	00207764	DEVENY, JAN P	LEOFF1 Medicare Reimb	182.00
	00207786	KUHN, DAVID	LEOFF1 Medicare Reimb	182.00
P0111122	00207790	LYONS, STEVEN	LEOFF1 Retiree Medical Expense	181.97
	00207823	WHEELER, DENNIS	LEOFF1 Medicare Reimb	181.70
	00207751	BOOTH, GLENDON D	LEOFF1 Medicare Reimb	181.00
	00207740	ADAMS, RONALD E	LEOFF1 Medicare Reimb	180.70
	00207746	AUGUSTSON, THOR	LEOFF1 Medicare Reimb	179.80
	00207793	MYERS, JAMES S	LEOFF1 Medicare Reimb	179.80
	00207765	DOWD, PAUL	LEOFF1 Medicare Reimb	175.00
	00207800	RUCKER, MANORD J	LEOFF1 Medicare Reimb	167.20
	00207789	LOISEAU, LERI M	LEOFF1 Medicare Reimb	165.70
	00207739	ABBOTT, RICHARD	LEOFF1 Medicare Reimb	165.50

Accounts Payable Report by GL Key

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00207782	JOHNSON, CURTIS	LEOFF1 Medicare Reimb	154.80
	00207821	WEGNER, KEN	LEOFF1 Medicare Reimb	144.60
P0111121	00207767	ELSOE, RONALD	LEOFF1 Retiree Medical Expense	137.88
	00207798	RAMSAY, JON	LEOFF1 Medicare Reimb	136.20
<i>Org Key: GGM606 - Excess Retirement-Fire</i>				
	00207748	BARNES, WILLIAM	LEOFF1 Excess Benefit	2,011.41
	00207758	COOPER, ROBERT	LEOFF1 Excess Benefit	1,969.10
	00207782	JOHNSON, CURTIS	LEOFF1 Excess Benefit	1,120.83
	00207801	SCHOENTRUP, WILLIAM	LEOFF1 Excess Benefit	1,039.40
	00207798	RAMSAY, JON	LEOFF1 Excess Benefit	615.86
<i>Org Key: GGX620 - Custodial Disbursements</i>				
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	3,293.95
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	2,693.96
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	2,076.30
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	1,804.92
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	1,424.08
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	834.82
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	826.65
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	785.29
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	392.15
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	376.00
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	243.61
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	133.58
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	121.60
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	92.09
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	74.34
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	74.33
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	49.63
P0111080	00207818	WA ST TREASURER'S OFFICE	Remit Court Fees April 2021	39.73
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	16.20
P0111081	00207818	WA ST TREASURER'S OFFICE	Remit NC Court Fees April 2021	4.40
<i>Org Key: GT0102 - ArcGIS Enterprise Deployment G</i>				
P0111117	00207772	GLSINC	APRIL 2021 GIS SERVICES	3,984.79
<i>Org Key: GX9996 - Employee Benefits-Police</i>				
	00207788	LEOFF HEALTH & WELFARE TRUST	POLICE	43,294.23
	00207788	LEOFF HEALTH & WELFARE TRUST	POLICE SUPPORT	3,995.27
<i>Org Key: GX9997 - Employee Benefits-Fire</i>				
	00207787	LEOFF HEALTH & WELFARE TRUST	FIRE ACTIVE	48,984.55
<i>Org Key: IGHS00 - Human Service Contracts</i>				
P0111104	00207750	BELLEVUE, CITY OF	2021 Pooled Human Services	10,000.00
<i>Org Key: IGHS02 - Eastside Legal Aid Program</i>				
P0111104	00207750	BELLEVUE, CITY OF	2021 Pooled Human Services	3,500.00
<i>Org Key: IGHS03 - CHILREN'S RESPONSE CENTER</i>				
P0111104	00207750	BELLEVUE, CITY OF	2021 Pooled Human Services	1,500.00

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<i>Org Key: IGHS05 - King County Sexual Assault</i>				
P0111104	00207750	BELLEVUE, CITY OF	2021 Pooled Human Services	2,500.00
<i>Org Key: IGHS07 - Domestic Violence</i>				
P0111104	00207750	BELLEVUE, CITY OF	2021 Pooled Human Services	9,278.00
<i>Org Key: IS1100 - IGS Mapping</i>				
P0111065	00207817	VERTIGIS NORTH AMERICA LTD	GEOCORTEX MAINT 2021-2022	1,460.21
<i>Org Key: IS2100 - IGS Network Administration</i>				
P0110791	00207784	KING COUNTY FINANCE	I-NET MONTHLY SERVICES FROM	1,122.00
	00207720	CENTURYLINK	TRUNKS & BILLING PRI	593.00
	00207722	CENTURYLINK	FIRE STATION 91 BACKUP	136.12
	00207719	CENTURYLINK	OPX LINES 16 OR 32	73.10
<i>Org Key: IS3101 - GIS Analyst Water Fund</i>				
P0111065	00207817	VERTIGIS NORTH AMERICA LTD	GEOCORTEX MAINT 2021-2022	1,460.20
<i>Org Key: IS3102 - GIS Analyst Sewer Fund</i>				
P0111065	00207817	VERTIGIS NORTH AMERICA LTD	GEOCORTEX MAINT 2021-2022	1,460.20
<i>Org Key: IS3103 - GIS Analyst Storm Fund</i>				
P0111065	00207817	VERTIGIS NORTH AMERICA LTD	GEOCORTEX MAINT 2021-2022	1,460.20
<i>Org Key: MT1402 - Util Inspection - Water Fund</i>				
P0111125	00207824	WHISTLE WORKWEAR	MISC. WORK CLOTHES	39.66
<i>Org Key: MT1404 - Util Inspection - Street Fund</i>				
P0111125	00207824	WHISTLE WORKWEAR	MISC. WORK CLOTHES	39.66
<i>Org Key: MT1426 - Util Inspection - Sewer Fund</i>				
P0111125	00207824	WHISTLE WORKWEAR	MISC. WORK CLOTHES	39.66
<i>Org Key: MT1432 - Util Inspection - Storm Fund</i>				
P0111125	00207824	WHISTLE WORKWEAR	MISC. WORK CLOTHES	39.66
<i>Org Key: MT2100 - Roadway Maintenance</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	1,959.17
P0111089	00207766	DUNN LUMBER COMPANY	SAW CHAINS	108.91
<i>Org Key: MT2300 - Planter Bed Maintenance</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	14.65
<i>Org Key: MT3100 - Water Distribution</i>				
P0111060	00207752	BRANOM OPERATING COMPANY LLC	ANNUAL VERIFICATION OF 6 SIEME	1,089.99
P0111108	00207756	CESSCO INC	REPAIR GENERATOR	189.54
<i>Org Key: MT3150 - Water Quality Event</i>				
P0110185	00207742	AM TEST INC	2021 WATER QUALITY SAMPLES	100.00
<i>Org Key: MT3200 - Water Pumps</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	2,815.44
	00207723	CENTURYLINK	FIRE VHF RADIO @ RESERVOIR	119.48
	00207713	CENTURYLINK	MAIN FIRE STATION	59.74
	00207714	CENTURYLINK	SOUTH END FIRE STATION	59.74

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PO #	Check #	Vendor:	Transaction Description	Check Amount
	00207715	CENTURYLINK	MAIN WATER RESERVOIR	59.74
	00207716	CENTURYLINK	BOOSTER PUMP STATION	59.74
<i>Org Key: MT3400 - Sewer Collection</i>				
P0111090	00207780	ITpipes LLC.	IT Pipes Annual Renewal	9,650.00
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	3,160.02
	00207724	CENTURYLINK BUSINESS SERVICES	SEWER TELEMETRY MAY 2021	2,261.04
P0111116	00207745	AT&T MOBILITY	2021 TELEMETRY	774.80
P0111126	00207775	H D FOWLER	ROTO-FLOATS & ANCHOR KITS FOR	669.39
P0111097	00207811	TACOMA SCREW PRODUCTS INC	10 FORGED STL SCREW EYE LAG BO	125.44
<i>Org Key: MT3800 - Storm Drainage</i>				
P0108760	00207736	Olson Brother's Pro-Vac LLC	2020-22 On-Call Stormwater CCT	2,244.00
<i>Org Key: MT4150 - Support Services - Clearing</i>				
P0110073	00207757	COMCAST	2021 PW WIFI SERVICE	86.41
P0109899	00207729	EPSCA	1 RADIO FOR MAINTENANCE	25.25
P0109899	00207729	EPSCA	ACCESS FEE REBATE MAINT	-1.66
<i>Org Key: MT4200 - Building Services</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	6,840.72
P0111131	00207770	FIRE PROTECTION INC	PW FIRE ALARM MAINT INV62674	1,302.48
<i>Org Key: MT4300 - Fleet Services</i>				
P0111094	00207804	SEATTLE BOAT COMPANY	Patrol 11 Fuel - 05/09/2021 -	532.93
P0109870	00207732	KIA MOTORS FINANCE	2021 KIA LEASE [2019 KIA NURO]	388.55
P0111100	00207749	BELLEVUE NISSAN	2 NISSAN CAR KEYS	288.94
P0111059	00207796	PRAXAIR DISTRIBUTION INC	2021 ACETYLEN & OXYGEN TANK R	63.63
<i>Org Key: MT4420 - Transportation Planner Eng</i>				
P0102334	00207734	KPG	2019 ON CALL TRANPORATION	1,049.00
<i>Org Key: MT4501 - Water Administration</i>				
P0111098	00207805	SEATTLE PUBLIC UTILITIES	APRIL 2021 WATER PURCHASE	105,722.18
<i>Org Key: MT4900 - Solid Waste & Sustainability</i>				
P0110988	00207755	CDW GOVERNMENT INC	Adobe Creative Suite 2 License	1,015.58
<i>Org Key: MT6100 - Park Maintenance</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	2,008.83
<i>Org Key: MT6200 - Athletic Field Maintenance</i>				
	00207717	CENTURYLINK	BATTING CAGE DSL	84.36
<i>Org Key: MT6500 - Luther Burbank Park Maint</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	933.74
<i>Org Key: MT6600 - Park Maint School Fields</i>				
P0111076	00207728	DMD & ASSOCIATES LTD	SMP FIELD LIGHT ADJUSTMENTS	2,667.00
P0111075	00207728	DMD & ASSOCIATES LTD	SMP FIELD LIGHT ADJUSTMENTS	1,790.00
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	544.25
P0110999	00207743	CHIP GEORGE INC	Modem Antenna South Mercer	378.75

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PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT6900 - Aubrey Davis Park Maint</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	160.70
<i>Org Key: PA0122 - Luther Burbank Dock Repair & R</i>				
	00207822	WEST, PAUL D	MILEAGE - WENBERG COUNTY REVIE	59.92
<i>Org Key: PA0123 - Luther Burbank Minor Capital L</i>				
P0111087	00207733	KING COUNTY TREASURY	CONSERVATION FEE 110366 & 1103	750.00
<i>Org Key: PA0125 - Mercerdale Playground Improvem</i>				
P0111114	00207814	UNITED SITE SERVICES	FENCE RENTAL	903.93
<i>Org Key: PO0000 - Police-Revenue</i>				
P0111079	00207763	DEPT OF LICENSING	License Fees	417.00
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0109899	00207729	EPSCA	13 RADIOS FOR EMERGENCY MGMT	328.25
P0111103	00207799	REMOTE SATELLITE SYSTEMS INT'L	EMAC Satellite Phone Service -	54.00
P0109899	00207729	EPSCA	ACCESS FEE REBATE EMERGENCY	-21.58
<i>Org Key: PO1650 - Regional Radio Operations</i>				
P0109899	00207729	EPSCA	60 RADIOS FOR POLICE DEPARTMEN	1,515.00
P0109899	00207729	EPSCA	ACCESS FEE REBATE POLICE	-99.60
<i>Org Key: PO1900 - Jail/Home Monitoring</i>				
P0111092	00207802	SCORE	Score Jail Housing Costs - Apr	5,015.00
<i>Org Key: PO2100 - Patrol Division</i>				
P0111102	00207820	Washington Bio Services Inc.	COVID-19 Exposure of three PD	981.88
P0111113	00207762	DEPT OF ENTERPRISE SERVICES	Police - Inventory & return pa	91.30
<i>Org Key: PO2200 - Marine Patrol</i>				
P0111130	00207754	CADMAN INC	1 YARD OF CONCRETE FOR MARINE	520.45
<i>Org Key: PO4100 - Firearms Training</i>				
P0111105	00207809	SKAGIT SHOOTING SPORTS INC	Training Ammunition - 9mm 115g	1,486.63
<i>Org Key: PO4300 - Police Training</i>				
P0111106	00207760	CRIMINAL JUSTICE TRAINING COMM	Basic Law Enforcement Academy	3,347.00
	00207735	LUM, KRISTINA	HOTEL EXPENSE REIMBUR	540.30
	00207735	LUM, KRISTINA	TRAVEL RICHLAND WA FOR TRAIN	219.52
<i>Org Key: PR1100 - Administration (PR)</i>				
P0111110	00207768	Emily Moon, Consultant	Recreation Reset Services - Ap	8,625.00
<i>Org Key: PR4100 - Community Center</i>				
P0111063	00207794	PACIFIC AIR CONTROL INC	1st quarterly billing for MICE	2,933.89
P0111132	00207770	FIRE PROTECTION INC	CCMV FIRE ALARM MAINT INV62675	1,194.59
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	37.25
<i>Org Key: SP0100 - Residential Street Resurfacing</i>				
P0111083	00207726	DAILY JOURNAL OF COMMERCE	STREET RELATED UTILITY AD #394	180.60
P0111084	00207726	DAILY JOURNAL OF COMMERCE	ARTERIAL OVERLAYS AD # 394460	172.00
<i>Org Key: SP0102 - East Mercer Way Overlay (SE 53)</i>				

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P0111083	00207726	DAILY JOURNAL OF COMMERCE	STREET RELATED UTILITY AD #394	180.60
P0111084	00207726	DAILY JOURNAL OF COMMERCE	ARTERIAL OVERLAYS AD # 394460	172.00
<i>Org Key: ST0020 - ST Long Term Parking</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	93.42
<i>Org Key: SW0101 - Sub Basin 23.2 Watercourse Sta</i>				
P0108677	00207712	CARDNO INC	Sub Basin 23.2 Watercourse	2,012.00
<i>Org Key: VCP402 - CIP Water Salaries</i>				
	00207730	GIDDINGS, MAYA	MRSC WEBINAR #2	35.00
<i>Org Key: WR140C - Pedestrian & Bicycle Facility</i>				
P0106282	00207710	AGOSTINO CONSTRUCTION INC	SE 36TH ST & NMW PEDESTRIAN CR	942.25
<i>Org Key: WU0110 - 82 Ave SE, N of SE 24 St Water</i>				
P0110827	00207711	BLUELINE GROUP	2021 WATER SYSTEM IMPROVEMENTS	3,673.75
P0111101	00207813	UNITED REPROGRAPHICS	2021 WATER SYSTEM IMPROVEMENTS	299.47
<i>Org Key: WU0117 - Meter Replacement Implementati</i>				
P0102980	00207731	HDR ENGINEERING INC	WATER METER REPLACEMENT	1,032.88
<i>Org Key: XG150T - Small Tech/Equipment</i>				
P0111093	00207747	AZTECA SYSTEMS LLC	CITYWORKS SERVICE REQUEST API	3,027.75
<i>Org Key: XR810R - SE 36th and NMW Crosswalk</i>				
P0106282	00207710	AGOSTINO CONSTRUCTION INC	LINE 2 RETAINAGE	1,956.60
<i>Org Key: XR901C - ADA Compliance Plan Implementn</i>				
P0106282	00207710	AGOSTINO CONSTRUCTION INC	LINE 1 RETAINAGE	3,180.15
<i>Org Key: YF1100 - YFS General Services</i>				
P0111099	00207759	CPH & ASSOCIATES	Professional Liability Insuran	1,638.00
<i>Org Key: YF1200 - Thrift Shop</i>				
	00207737	PUGET SOUND ENERGY	PSE MAY 2021	448.50
P0111110	00207768	Emily Moon, Consultant	Thrift Shop Financial	425.00
	00207718	CENTURYLINK	THRIFT SHOP ALARMS	207.13
<i>Org Key: YF2600 - Family Assistance</i>				
P0111112	00207779	ISLAND SQUARE APARTMENTS	Rental assistance for EA clien	2,000.00
P0109894	00207783	KC HOUSING AUTHORITY	Rental Assistance for Emergenc	172.24
Total				487,226.03

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00207710	05/18/2021	AGOSTINO CONSTRUCTION INC SE 36TH ST & NMW PEDESTRIAN CR	P0106282	RETAINAGE	05/16/2021	6,079.00
00207711	05/18/2021	BLUELINE GROUP 2021 WATER SYSTEM IMPROVEMENTS	P0110827	21031	05/05/2021	3,673.75
00207712	05/18/2021	CARDNO INC Sub Basin 23.2 Watercourse	P0108677	310547	04/19/2021	2,012.00
00207713	05/18/2021	CENTURYLINK MAIN FIRE STATION		4129-MAY21	05/02/2021	59.74
00207714	05/18/2021	CENTURYLINK SOUTH END FIRE STATION		4130-MAY21	05/02/2021	59.74
00207715	05/18/2021	CENTURYLINK MAIN WATER RESERVOIR		4212-MAY21	05/02/2021	59.74
00207716	05/18/2021	CENTURYLINK BOOSTER PUMP STATION		9073-MAY21	05/02/2021	59.74
00207717	05/18/2021	CENTURYLINK BATTING CAGE DSL		0689-MAY21	05/01/2021	84.36
00207718	05/18/2021	CENTURYLINK THRIFT SHOP ALARMS		4207-MAY21	05/01/2021	207.13
00207719	05/18/2021	CENTURYLINK OPX LINES 16 OR 32		3249-MAY21	05/01/2021	73.10
00207720	05/18/2021	CENTURYLINK TRUNKS & BILLING PRI		3600-MAY21	05/01/2021	593.00
00207721	05/18/2021	CENTURYLINK MAIN FIRE STATION FD #7		0834-MAY21	05/01/2021	195.40
00207722	05/18/2021	CENTURYLINK FIRE STATION 91 BACKUP		6081-MAY21	04/28/2021	136.12
00207723	05/18/2021	CENTURYLINK FIRE VHF RADIO @ RESERVOIR		2633-MAY21	04/16/2021	119.48
00207724	05/18/2021	CENTURYLINK BUSINESS SERVICES SEWER TELEMTRY MAY 2021		222459138	05/04/2021	2,261.04
00207725	05/18/2021	COMCAST 2021 Comcast Business - Fire	P0109898	122136205	05/01/2021	1,348.81
00207726	05/18/2021	DAILY JOURNAL OF COMMERCE STREET RELATED UTILITY AD #394	P0111084	3367571	04/28/2021	705.20
00207727	05/18/2021	DEPT OF ENTERPRISE SERVICES MONTHLY BUSINESS CARDS	P0111088	731105146	03/08/2021	549.97
00207728	05/18/2021	DMD & ASSOCIATES LTD SMP FIELD LIGHT ADJUSTMENTS	P0111076	7222-21-2-DM	04/29/2021	4,457.00
00207729	05/18/2021	EPSCA 44 RADIOS FOR FIRE 2021	P0109899	10414	05/05/2021	2,783.62
00207730	05/18/2021	GIDDINGS, MAYA MRSC WEBINAR #2		042721	04/27/2021	35.00
00207731	05/18/2021	HDR ENGINEERING INC WATER METER REPLACEMENT PROGRA	P0102980	1200345848	05/06/2021	1,032.88
00207732	05/18/2021	KIA MOTORS FINANCE 2021 KIA LEASE [2019 KIA NURO]	P0109870	050421	05/04/2021	388.55
00207733	05/18/2021	KING COUNTY TREASURY CONSERVATION FEE 110366 & 1103	P0111087	110366/110367	02/10/2021	750.00
00207734	05/18/2021	KPG 2019 ON CALL TRANPORTATION	P0102334	4-20421	05/07/2021	2,718.50
00207735	05/18/2021	LUM, KRISTINA TRAVEL RICHLAND WA FOR TRAIN		041821B	04/18/2021	759.82

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00207736	05/18/2021	Olson Brother's Pro-Vac LLC 2020-22 On-Call Stormwater CCT	P0108760	107564	04/27/2021	2,244.00
00207737	05/18/2021	PUGET SOUND ENERGY PSE MAY 2021		OH014541	04/23/2021	19,016.69
00207738	05/18/2021	WSAFM 2021 Department Membership	P0110069	RE-00041	01/01/2021	990.00
00207739	05/21/2021	ABBOTT, RICHARD LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	165.50
00207740	05/21/2021	ADAMS, RONALD E LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	180.70
00207741	05/21/2021	ALLIANCE HOMES LLC REFUND WATER SERVICE DEPOSIT	P0110683	1707-216	04/06/2021	314.63
00207742	05/21/2021	AM TEST INC 2021 WATER QUALITY SAMPLES	P0110185	121389	05/12/2021	100.00
00207743	05/21/2021	CHIP GEORGE INC Modem Antenna South Mercer	P0110999	4280	05/11/2021	378.75
00207744	05/21/2021	ANNE AARONSON & JOHN CORDELL REFUND OVERPAY 0057052001		OH014563	05/13/2021	355.63
00207745	05/21/2021	AT&T MOBILITY 2021 TELEMETRY	P0111116	X05132021	05/13/2021	774.80
00207746	05/21/2021	AUGUSTSON, THOR LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	179.80
00207747	05/21/2021	AZTECA SYSTEMS LLC CITYWORKS SERVICE REQUEST API	P0111093	INV3781	05/04/2021	3,027.75
00207748	05/21/2021	BARNES, WILLIAM LEOFF1 Medicare Reimb		JUNE2021A	06/01/2021	2,233.81
00207749	05/21/2021	BELLEVUE NISSAN 2 NISSAN CAR KEYS	P0111100	280632	05/18/2021	288.94
00207750	05/21/2021	BELLEVUE, CITY OF 2021 Pooled Human Services	P0111104	39334	04/21/2021	26,778.00
00207751	05/21/2021	BOOTH, GLENDON D LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	181.00
00207752	05/21/2021	BRANOM OPERATING COMPANY LLC ANNUAL VERIFICATION OF 6 SIEME	P0111060	INV/2021/4359	05/06/2021	1,089.99
00207753	05/21/2021	BRINKS INC Armored car service	P0111027	4001143-RE	04/30/2021	683.15
00207754	05/21/2021	CADMAN INC 1 YARD OF CONCRETE FOR MARINE	P0111130	1764353	05/17/2021	520.45
00207755	05/21/2021	CDW GOVERNMENT INC Adobe Creative Suite 2 License	P0110988	C851299	05/07/2021	2,031.17
00207756	05/21/2021	CESSCO INC INVENTORY PURCHASES	P0111108	15181	05/10/2021	522.93
00207757	05/21/2021	COMCAST 2021 PW WIFI SERVICE	P0110073	0365550-MAY21	05/12/2021	86.41
00207758	05/21/2021	COOPER, ROBERT LEOFF1 Excess Benefit		JUNE2021A	06/01/2021	1,969.10
00207759	05/21/2021	CPH & ASSOCIATES Professional Liability Insuran	P0111099	1046555	05/17/2021	1,638.00
00207760	05/21/2021	CRIMINAL JUSTICE TRAINING COMM Basic Law Enforcement Academy	P0111106	201135213	05/13/2021	3,347.00
00207761	05/21/2021	DEEDS, EDWARD G LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	240.60

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00207762	05/21/2021	DEPT OF ENTERPRISE SERVICES Police - Inventory & return pa	P0111113	731105302	03/16/2021	91.30
00207763	05/21/2021	DEPT OF LICENSING License Fees	P0111079	OH014560	04/01/2021	417.00
00207764	05/21/2021	DEVENY, JAN P LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	182.00
00207765	05/21/2021	DOWD, PAUL LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	175.00
00207766	05/21/2021	DUNN LUMBER COMPANY INVENTORY PURCHASES	P0111089	7973023	05/14/2021	736.48
00207767	05/21/2021	ELSOE, RONALD LEOFF1 Medicare Reimb	P0111121	OH014552	05/19/2021	320.38
00207768	05/21/2021	Emily Moon, Consultant Recreation Reset Services - Ap	P0111110	APRIL 2021 (1)	05/12/2021	9,050.00
00207769	05/21/2021	FARALLON CONSULTING LLC PROJECT 1292-003 FS91 SITE	P0110294	0039579	05/07/2021	8,234.50
00207770	05/21/2021	FIRE PROTECTION INC PW FIRE ALARM MAINT INV62674	P0111132	62675	05/13/2021	2,497.07
00207771	05/21/2021	FORSMAN, LOWELL LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	240.70
00207772	05/21/2021	GLSINC APRIL 2021 GIS SERVICES	P0111117	GIS-14838	05/14/2021	3,984.79
00207773	05/21/2021	GOODMAN, J C LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	220.40
00207774	05/21/2021	GRAINGER INVENTORY PURCHASES	P0111061	9897480936	05/11/2021	81.74
00207775	05/21/2021	H D FOWLER ROTO-FLOATS & ANCHOR KITS FOR	P0111126	I5777234	05/12/2021	669.39
00207776	05/21/2021	HAGSTROM, JAMES LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	361.30
00207777	05/21/2021	HICKS, JEROMY PER DIEM IAAI BOARD MEETING		051721.01	05/17/2021	189.56
00207778	05/21/2021	HOME DEPOT CREDIT SERVICE INVENTORY PURCHASES	P0111095	5272027	05/17/2021	300.35
00207779	05/21/2021	ISLAND SQUARE APARTMENTS Rental assistance for EA clien	P0111112	051821	05/18/2021	2,000.00
00207780	05/21/2021	ITpipes LLC. IT Pipes Annual Renewal	P0111090	16194	02/09/2021	9,650.00
00207781	05/21/2021	JANET & MARK FROIO REFUND OVERPAY 00625648002		OH014562	05/13/2021	7.25
00207782	05/21/2021	JOHNSON, CURTIS LEOFF1 Medicare Reimb	P0111120	OH014551	05/19/2021	1,486.43
00207783	05/21/2021	KC HOUSING AUTHORITY Rental Assistance for Emergenc	P0109894	051221	05/12/2021	172.24
00207784	05/21/2021	KING COUNTY FINANCE I-NET MONTHLY SERVICES FROM	P0110791	11010131	04/30/2021	1,122.00
00207785	05/21/2021	KING COUNTY FINANCE 2020 Voter Registration Costs	P0111096	2134008	05/07/2021	84,208.51
00207786	05/21/2021	KUHN, DAVID LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	182.00
00207787	05/21/2021	LEOFF HEALTH & WELFARE TRUST FIRE RETIREES		OH014554	06/01/2021	52,207.66

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00207788	05/21/2021	LEOFF HEALTH & WELFARE TRUST POLICE RETIREES		OH014555	06/01/2021	53,091.11
00207789	05/21/2021	LOISEAU, LERI M LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	165.70
00207790	05/21/2021	LYONS, STEVEN LEOFF1 Medicare Reimb	P0111122	OH014553	05/19/2021	417.57
00207791	05/21/2021	METROPRESORT MAY 2021 PRINTING & MAILING OF	P0111118	IN633475	05/18/2021	963.85
00207792	05/21/2021	MI EMPLOYEES ASSOC PAYROLL EARLY WARRANTS		OH014546	05/21/2021	237.50
00207793	05/21/2021	MYERS, JAMES S LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	179.80
00207794	05/21/2021	PACIFIC AIR CONTROL INC 1st quarterly billing for MICE	P0111063	39774	05/07/2021	2,933.89
00207795	05/21/2021	POLICE ASSOCIATION PAYROLL EARLY WARRANTS		OH014547	05/21/2021	2,354.79
00207796	05/21/2021	PRAXAIR DISTRIBUTION INC 2021 ACETYLEN & OXYGEN TANK R	P0111059	63402956	04/30/2021	63.63
00207797	05/21/2021	QUADRANT SYSTEMS INC ANNUAL SOFTWARE SUPPORT	P0111134	210509	06/01/2021	1,760.00
00207798	05/21/2021	RAMSAY, JON LEOFF1 Medicare Reimb		JUNE2021A	06/01/2021	752.06
00207799	05/21/2021	REMOTE SATELLITE SYSTEMS INT'L EMAC Satellite Phone Service -	P0111103	00112539	05/14/2021	54.00
00207800	05/21/2021	RUCKER, MANORD J LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	167.20
00207801	05/21/2021	SCHOENTRUP, WILLIAM LEOFF1 Medicare Reimb		JUNE2021A	06/01/2021	1,280.00
00207802	05/21/2021	SCORE Score Jail Housing Costs - Apr	P0111092	5242	05/10/2021	5,015.00
00207803	05/21/2021	SEASCAPE HOMES LLC REFUND WATER SERVICE DEPOSIT	P0110684	1709-238	04/06/2021	309.48
00207804	05/21/2021	SEATTLE BOAT COMPANY Patrol 11 Fuel - 05/09/2021 -	P0111094	993-19488-49259	05/09/2021	532.93
00207805	05/21/2021	SEATTLE PUBLIC UTILITIES APRIL 2021 WATER PURCHASE	P0111098	OH014559	04/01/2021	105,722.18
00207806	05/21/2021	SEATTLE TIMES COMPANY, THE SUBSCRIBER SVCS FEB 13-MAY11 2	P0111111	070177505-2020	01/01/2021	153.84
00207807	05/21/2021	SHANNON & ERIC SMITH REFUND OVERPAY 00748160003		OH014561	05/13/2021	307.77
00207808	05/21/2021	SHEETAL & SIMREN DATTA REFUND WATER SERVICE DEPOSIT	P0110681	1610-040	04/06/2021	107.38
00207809	05/21/2021	SKAGIT SHOOTING SPORTS INC Training Ammunition - 9mm 115g	P0111105	12056	05/10/2021	1,486.63
00207810	05/21/2021	SMITH, RICHARD LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	249.70
00207811	05/21/2021	TACOMA SCREW PRODUCTS INC 10 FORGED STL SCREW EYE LAG BO	P0111097	16359357/359442	05/14/2021	125.44
00207812	05/21/2021	THOMPSON, JAMES LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	196.40
00207813	05/21/2021	UNITED REPROGRAPHICS 2021 WATER SYSTEM IMPROVEMENTS	P0111101	9101900/9102154	04/14/2021	299.47

Accounts Payable Report by Check Number

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00207814	05/21/2021	UNITED SITE SERVICES FENCE RENTAL	P0111114	USS-10099	05/10/2021	903.93
00207815	05/21/2021	UNITED STATES TREASURY PAYROLL EARLY WARRANTS		OH014548	05/21/2021	864.32
00207816	05/21/2021	VERIZON WIRELESS VERIZON FIRE APR 07 - MAY 06	P0111139	9879206711	05/06/2021	15.86
00207817	05/21/2021	VERTIGIS NORTH AMERICA LTD GEOCORTEX MAINT 2021-2022	P0111065	IN-VGNA00001077	04/15/2021	5,840.81
00207818	05/21/2021	WA ST TREASURER'S OFFICE Remit NC Court Fees April 2021	P0111080	OH014558	04/01/2021	15,357.63
00207819	05/21/2021	WALLACE, THOMAS LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	183.10
00207820	05/21/2021	Washington Bio Services Inc. COVID-19 Exposure of three PD	P0111102	1095	05/18/2021	981.88
00207821	05/21/2021	WEGNER, KEN LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	144.60
00207822	05/21/2021	WEST, PAUL D MILEAGE - WENBERG COUNTY REVIE		012921	01/29/2021	59.92
00207823	05/21/2021	WHEELER, DENNIS LEOFF1 Medicare Reimb		JUNE2021B	06/01/2021	181.70
00207824	05/21/2021	WHISTLE WORKWEAR MISC. WORK CLOTHES	P0111125	199164	03/07/2021	158.64
00207825	05/21/2021	WSCCCE AFSCME AFL-CIO PAYROLL EARLY WARRANTS		OH014545	05/21/2021	2,213.50
00207826	05/21/2021	Xerox Financial Services June 2021 Copier Rental Fees I	P0111040	2625265	05/12/2021	2,063.28
					Total	487,226.03



CITY COUNCIL MINUTES REGULAR VIDEO MEETING May 4, 2021

Item 2.

EXECUTIVE SESSION

Mayor Benson Wong called the Executive Session to order at 4:06pm pm from a remote location to discuss with legal counsel pending or potential litigation pursuant to RCW 42.30.110(i) for approximately 60 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.

Mayor Wong adjourned the executive session at 5:00 pm

CALL TO ORDER & ROLL CALL

Mayor Wong called the meeting to order at 5:08 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

Councilmember Nice delivered the Pledge of Allegiance.

AGENDA APPROVAL

It was moved by Nice; seconded by Reynolds to:

Approve the agenda.

Passed 6-0

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

STUDY SESSIONS

AB 5862: King County County-Wide Planning Policies Growth Targets and Urban Growth Capacity Study Updates.

Jeff Thomas, Interim Community Planning & Development Director, gave a presentation and led the study session related to the County-Wide Planning Policies update, including Growth Targets as well as the Urban Growth Capacity Study.

AB 5854: Geographic Information Systems (GIS) Services in the City

Ali Spietz, Chief of Administration, and Leah Llamas, GIS Coordinator presented an overview of GIS (Geographic Information Systems) services at the City of Mercer Island and share the various ways GIS is applied to support department activities and core business systems in the City.

SPECIAL BUSINESS

AB 5860: City of Mercer Island Staff Appreciation, Proclamation No. 270

Council thanked staff for their efforts and resourcefulness throughout the COVID-19 Pandemic. Mercer Island City Council proclaimed Staff Appreciation in Mercer Island.

CITY MANAGER REPORT

City Manager Bon reported on the following items:

- COVID-19 Update
 - King County Stays in Phase 3
 - Vaccination Site at Lake Sammamish State Park
 - Free Advice & Financial Consulting
 - New King County Rent Assistance Program
- City Council and Boards and Commissions Updates
 - Virtual Meetings
 - Boards & Commissions Openings
- City Service Updates
 - Transportation Improvement Program
 - Mercedale Playground to Close for Remodel
 - Reminder: Register for Summer Camp
 - Thrift Shop Operations Update
 - Blood Drive
- Some Good News:
 - Communications Manager
 - Lifejacket Loaner Station
 - New Hydro Excavator
 - MI Staff say Goodbye to Commander Jokinen

APPEARANCES

Addie Smith, Mercer Island – expressed concern that city staff is not diverse and black women are not safe. She also expressed concern that the Mercer Island Police Department is not diverse and racist.

Jim Stanton, Mercer Island – Addressed the Transportation Improvement Program and expressed appreciate that the City added a transportation engineer to its staff. As a member of Neighbors in Motion on the Island, he expressed concern that the bicycle system is not taken seriously, noting that there is a missing link down the center of the Island.

CONSENT CALENDAR

Approve Accounts Payable Reports for the periods ending:

A) April 15, 2021 in the amount of \$291,535.51

B) April 23, 2021 in the amount of \$750,776.88

Recommended Action: Certify that the materials or services hereinbefore specified have been received and that all warrant numbers listed are approved for payment.

Certification of Payroll dated April 23, 2021 in the amount of \$777,261.87

Recommended Action: Certify that the materials or services specified have been received and that all fund warrants are approved for payment.

Approve the Minutes of the of the April 20, 2021 Regular Video Meeting

Recommended Action: Approve the minutes as written.

AB 5859: Mental Health Awareness Month, Proclamation No. 269

Recommended Action: Mayor proclaims May 2021 as Mental Health Awareness Mon in the City of Mercer Island.

AB 5866: Development Code Amendment ZTR21-001 Comprehensive Plan Implementation (Ord. No. 21C-05 Second Reading & Adoption)

Recommended Action: Adopt Ordinance No. 21C-05 repealing 19.15.230(I).

AB 5867: Development Code Amendment ZTR21-002 Conditional Use Permit Applicability (Ord. No. 21C-06 Second Reading & Adoption)

Recommended Action: Adopt Ordinance No. 21C-06 amending MICC 19.06.110(A)(5).

AB 5861: 2021 Port of Seattle Economic Development Partnership Grant Award**Recommended Action:**

- 1) Appropriate \$24,690 in program expenditures using grant funds for 2021;
- 2) Appropriate \$6,345 in program expenditures using General Fund available fund balance (2020 prior-year surplus) as cash match; and,
- 3) Support the in-kind staff match, which is to be provided by the Economic Development Coordinator.

It was moved by Reynolds; seconded by Nice to:

Approve the Consent Calendar and the recommendations contained therein.

PASSED: 7-0

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

REGULAR BUSINESS**AB 5855: Public Hearing: Interim Design and Concealment Standards for Small Cell Facilities Deployment**

Mayor Wong opened the Public Hearing at 6:49 PM.

There being no one registered to speak, the public hearing was closed at 6:50 PM.

Jeff Thomas, Interim Community Planning & Development Director, and Alison Van Gorp, Community Planning & Development Deputy Director, gave a brief presentation on the Interim Design and Concealment Standards for Small Cell Facilities Deployment and answered questions posed by the Council.

It was moved by Jacobson; seconded by Anderl to:

Suspend the City Council Rules of Procedure 6.3, requiring a second reading of an ordinance.

PASSED: 7-0

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

It was moved by Anderl; seconded by Weiker to:

Adopt Ordinance No. 21-08, extending the interim design and concealment standards for small cell facilities deployment established under Ordinance No. 19C-02.

PASSED: 7-0

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

AB 5856: Public Hearing: Town Center Moratorium

Mayor Wong opened the Public Hearing at 6:57 PM.

There being no one registered to speak, the public hearing was closed at 6:58 PM.

Jeff Thomas, Interim Community Planning & Development Director, gave a brief presentation on the background of the Town Center Moratorium.

It was moved by Jacobson; seconded by Reynolds to:

Suspend the City Council Rules of Procedure 6.3, requiring a second reading of an ordinance.

PASSED: 7-0

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

It was moved by Anderl; seconded by Nice to:

Adopt Ordinance No. 21-09, extending the Town Center moratorium for an additional six-month period.

PASSED: 7-0

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

AB 5853: Public Hearing: 2022-2027 Six-Year Transportation Improvement Program (TIP) Review

Mayor Wong opened the Public Hearing at 7:03 PM.

There being no one registered to speak, the public hearing was continued to the June 1, 2021 City Council Regular Meeting

AB 5849: Code of Ethics Revisions (Ordinance No. 21C-10, First Reading)

Staff introduced Matthew Segal and Sarah Washburn of Pacifica Law Group, explaining that they were hired to assist the City evaluate and recommend revisions to the current Code of Ethics. Segal and Washburn reviewed draft Ordinance No. 21C-10 with potential revisions to the Code of Ethics.

City Council provided feedback to Pacifica on edits to the draft ordinance for second reading that addressed:

- Definitions
- Prohibited Conduct
- Signed Acknowledgment
- Advisory Opinion
- Complaint, Hearing, and Enforcement Procedures
- Fees and Costs

It was moved by Nice; seconded by Weiker to:

Move to set Ordinance No. 21C-10 for a second reading and possible adoption on May 18, 2021.

PASSED: 7-0

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

AB 5853: 2022-2027 Six-Year Transportation Improvement Program (TIP) Public Hearing & Review

Patrick Yamashita, Deputy Public Works Director, and Matt Mornick, Finance Director, briefly reviewed the TIP background, which is required to be updated annually by July 1. The presentation addressed the following:

- Public Engagement:
 - Public Comment Period (March 24 to June 1)
 - Advertisement (City Website, MI Weekly, MI Reporter, and Let's Talk)
 - 34 comments were received by April 16 and can be submitted up to June 1
- Program Elements:
 - Preservation & Maintenance
 - New Construction
- Street Maintenance Overview:
 - Streets Overview
 - What and Why Pavement Management
 - Pavement Life Cycle Curve
 - Life Cycle Curve with Rehab
- Funding
- New Projects:
 - SE 32nd St (77th to 78th Ave SE)
 - East Mercer Way Shoulders (SE 79th St. to 8400 block)
 - East Mercer Way (SE 36th St – SE 40th St)
 - Pedestrian & Bicycle Facilities Plan Update
- Modified Projects:

- SP105A – West Mercer Way (SE 56th St – East Mercer Way)
- SP119 – N-S Bike Route Completion ICW (90th Ave SE – SE 63rd St)
- SP126 – 77th Ave. SE Channelization

City Council's direction to staff included changes to the follow projects:

- West Mercer Way Chip Seal (SE 56th Street – EMW) [SP105]
- Island Crest Way Corridor Safety Analysis [NEW PROJECT in category E - TIP Other]
- North-South Bike Route Completion ICW (90th Ave. SE – SE 63rd Street) [SP119]

Staff reiterated that they would continue to find opportunities to expand sustainability improvements with the City's transportation and Capital Improvement Projects.

AB 5850: Capital Improvement Program 2020 Year-End Progress Report

Matt Mornick, Finance Director, and Jason Kintner, Chief of Operations, provided an overview of the Capital Improvement Program and addressed the following:

- Strategic financial plan to acquire, expand, or rehabilitate public infrastructure:
 - Parks, Recreation and Open Space
 - Streets, Pedestrian, and Bicycle Facilities
 - General Government (Vehicles, equipment, Building Reinvestment, and Technology)
 - Sewer Utility
 - Storm Water Utility
 - Water Utility
- CIP Funding Strategy:
 - Capital Improvement Fund
 - Street Fund
 - Technology and Equipment Fund
 - Water fund
 - Sewer Fund
 - Stormwater Fund
- Capital budget set for two years, with six-year perspective.
- Element of CIP is the Transportation Improvement Program – reviewed and approved annually.
- 2020 Progress Summary:
 - Approved FY 2020 CIP budget \$16.3M
 - \$7.9M spent as of year-end 2020
 - 110 Active projects
- I-976 Unconstitutional:
 - Restored Mercer Island Transportation Benefit District (\$375,000 per year)
 - Restored State's multimodal transportation shared revenues (\$34,000 per year)

OTHER BUSINESS

Councilmember Absences

There were no absences reported.

Planning Schedule

City Manager Bon reported on the upcoming May 18 and June 1 meetings.

Councilmember Reports

Councilmember Jacobson reported on the Nobility 21 executive summary and recent vandalism at South Mercer Playfield.

Councilmember Reynolds provided a K4C update and spoke to the Shoreline City Sustainability report

Councilmember Anderl reported that the Utility Board Meeting is scheduled to meet May 11

Mayor Wong reported on the Mercer Island Schools Foundation

ADJOURNMENT

The regular Council Meeting adjourned at 10:54 PM.

Benson Wong, Mayor

Attest:

Andrea Larson, Acting City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5888
June 1, 2021
Consent Calendar

AGENDA BILL INFORMATION

TITLE:	AB 5888: 5/21/2021 Payroll Certification	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Approve the 5/21/2021 Payroll Certification in the amount of \$891,429.19	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Human Resources
STAFF:	Ali Spietz, Chief of Administration
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 5/21/2021 Payroll Certification
CITY COUNCIL PRIORITY:	n/a

SUMMARY

This is an approval of the payroll certification for the City of Mercer Island for the period from May 1, 2021 through May 14, 2021 in the amount of \$891,429.19 (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 Certification of Payroll 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 a number of factors (i.e., number of employees, pay changes, leave cash outs, overtime, etc.) In addition to regular pay for employees, the 5/21/2021 payroll has the following variants:

Additional Payments:

- \$94,514.67 for service benefits and vacation leave, holiday leave, and comp time cash outs for two retirements in the Police Department.
- \$3,743.70 in employee recognition awards.
- \$14,524.66 in leave cash outs for current employees.
- \$1,623.93 in retroactive pay and/or allowances for current employees.
- \$63,037.20 in overtime earnings (see chart for overtime hours by department).

Overtime hours by department:

Department	Hours
Administrative Services	6.50
City Attorney's Office	
City Manager's Office	
Community Planning & Development	1.00
Finance	
Fire	611.50
Municipal Court	
Police	162.75
Public Works	43.00
Recreation	
Youth & Family Services	
Thrift Shop	
Total Overtime Hours	824.75

FTE/LTE COUNTS

The table below shows the budgeted versus actual counts for Full Time Equivalents (FTEs) and Limited Term Equivalents (LTEs) for the current payroll. Temporary and seasonal employees are not included.

Full Time Equivalents (FTEs)	2021 Budgeted	5/21/2021 Actual
Administrative Services	13.50	12.00
City Attorney's Office	2.00	2.00
City Manager's Office	3.50	3.50
Community Planning & Development	16.00	15.50
Finance	7.00	7.00
Fire	32.00	31.00
Municipal Court	3.30	3.30
Police	37.50 ¹	32.50
Public Works	61.80	53.05
Recreation	0.75	0.75
Youth & Family Services	10.07	11.43 ²
Thrift Shop	1.0	1.0
Total FTEs	188.42	173.03

Limited Term Equivalents (LTEs)	2021 Budgeted	5/25/2021 Actual
Community Planning & Development	1.00	1.00
Recreation	2.00	2.00
Youth & Family Services	1.60	0.80
Total LTEs	4.60	3.80

Total FTEs & LTEs	193	176.8
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¹ 5/18/2021: Council authorized hire ahead of two officers ([AB 5874](#))

² 1/5/2021: Council authorized increase of 1.39 FTE in YFS ([AB 5795](#))

RECOMMENDATION

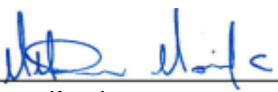
Approve the 5/21/2021 Payroll Certification (Exhibit 1) in the amount of \$891,429.19 and authorize the Mayor to sign the certification on behalf of the entire City Council.

CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

Item 3.

PAYROLL PERIOD ENDING	5.14.2021
PAYROLL DATED	5.21.2021
Net Cash	\$ 583,637.17
Net Voids/Manuals	\$ -
Net Total	\$ 583,637.17
Federal Tax Deposit - Key Bank	\$ 106,633.60
Social Security and Medicare Taxes	\$ 52,251.61
Medicare Taxes Only (Fire Fighter Employees)	\$ 2,757.63
State Tax (Massachusetts)	\$ 133.66
Public Employees Retirement System 2 (PERS 2)	\$ 27,745.97
Public Employees Retirement System 3 (PERS 3)	\$ 6,192.47
Public Employees Retirement System (PERSJM)	\$ 885.68
Public Safety Employees Retirement System (PSERS)	\$ 218.00
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$ 28,419.96
Regence & LEOFF Trust - Medical Insurance	\$ 10,830.75
Domestic Partner/Overage Dependant - Insurance	\$ 316.24
Group Health Medical Insurance	\$ 732.60
Health Care - Flexible Spending Accounts	\$ 1,686.29
Dependent Care - Flexible Spending Accounts	\$ 430.76
ROTH - IRA	\$ 525.00
ICMA Deferred Compensation	\$ 33,026.03
Fire 457 Nationwide	\$ 17,223.20
Roth - Nationwide	\$ 1,050.00
401K Deferred Comp	\$ 472.60
Tax Levy	\$ 864.32
Child Support	\$ 599.99
Mercer Island Employee Association	\$ 237.50
Cities & Towns/AFSCME Union Dues	\$ 2,271.75
Police Union Dues	\$ 2,354.79
Fire Union Dues	\$ 2,172.89
Fire Union - Supplemental Dues	\$ 160.00
Standard - Supplemental Life Insurance	\$ 339.05
Unum - Long Term Care Insurance	\$ 196.45
AFLAC - Supplemental Insurance Plans	\$ 388.71
Coffee Fund	\$ 132.00
Transportation	\$ 62.50
HRA - VEBA	\$ 5,978.36
Nationwide Extra	\$ 500.00
Oregon Transit Tax and Oregon Benefit Tax	\$ 1.66
Tax & Benefit Obligations Total	\$ 307,792.02
TOTAL GROSS PAYROLL	\$ 891,429.19

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.



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5885
June 1, 2021
Consent Calendar

AGENDA BILL INFORMATION

TITLE:	AB 5885: Juneteenth Proclamation No. 272	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Mayor Wong proclaims June 19, 2021 as Juneteenth in Mercer Island	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Youth and Family Services
STAFF:	Ali Spietz, Chief of Administration Tambi Cork, YFS Administrator
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Proclamation No. 272
CITY COUNCIL PRIORITY:	n/a

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

SUMMARY

On June 9, 2020, Mercer Island City Council renewed its commitment to Diversity, Equity, and Inclusion (Proclamation No. 252) as a community priority and committed to meaningful progress in combatting racism. Originally proclaimed by Proclamation No. 201 on November 21, 2016, the Council noted that “each of us can and should promote inclusiveness, celebrate diversity, support all fellow community members, prevent the spread of misinformation, and reject hate and bias in all forms which will make Mercer Island a stronger and healthier community.”

To that end, the Mercer Island City Council joins communities around the nation in commemorating June 19, 2021 as Juneteenth on Mercer Island. Juneteenth, also known as Emancipation Day, Freedom Day, Jubilee Day, and Liberation Day, commemorates when the last enslaved African Americans learned they were free in 1865 in Galveston, Texas, when Union soldiers brought them the news over two years after the Emancipation Proclamation. President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, but Texas continued to allow enslavement until General Gordan Granger came to Galveston, Texas and issued General Order #3. On June 19, 1865, Union soldiers enforced the Emancipation Proclamation freeing all remaining slaves.

Juneteenth has special significance for Black and African Americans in Mercer Island, and the acknowledgement of the historical and continued harms of slavery and the rejoicing of the end of this atrocity

should be acknowledged and celebrated by all Island residents. Juneteenth is a day to recognize the contributions that African Americans have made to our state and country and is a chance to reflect on the progress that must continue to ensure that all have equal access and opportunity to participate fully in our society.

NEW STATE HOLIDAY

On May 13, 2021, Governor Jay Inslee signed House Bill 1016 declaring June 19 a legal paid State Holiday effective in 2022.

RECOMMENDATION

Mayor Wong proclaims June 19, 2021 as Juneteenth in Mercer Island.



City of Mercer Island, Washington

Proclamation

JUNETEENTH 2021

WHEREAS, each year, June 19 commemorates the traditional observance of the end of slavery in the United States, and is called “JUNETEENTH” combining the words June and Nineteenth; and

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in the Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two- and one-half years, until June 19, 1865, when Major General Gordon Granger arrived in Galveston, Texas, and announced the end of both the Civil Wars and slavery, by stating: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free”; and

WHEREAS, the following year, the first official Juneteenth celebrations took place in Texas and have continued across the United States for over 150 years; and

WHEREAS, on this day, people in communities across the country come together to acknowledge the painful history and lasting, systemic impact of slavery and racial injustice in the United States; and

WHEREAS, Governor Jay Inslee signed House Bill 1016 on May 13, 2021 declaring Juneteenth a new legal State Holiday, effective in 2022; and

WHEREAS, Juneteenth is an opportunity to recommit to the goal of creating a more equal and just society.

NOW, THEREFORE, I Benson Wong, do hereby proclaim June 19, 2021 as

JUNETEENTH

in Mercer Island and encourage residents to join in this observance and celebration of African American freedom.

APPROVED, this 1st day of June 2021.

Benson Wong, Mayor

Proclamation No. 272





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5887
June 1, 2021
Consent Calendar

AGENDA BILL INFORMATION

TITLE:	AB 5887: Gun Violence Awareness Day, Proclamation No. 273	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Mayor Wong proclaims June 4, 2021 as Gun Violence Awareness Day in Mercer Island.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	City Council
STAFF:	Benson Wong, Mayor Jessi Bon, City Manager Deborah Estrada, City Clerk
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Proclamation No. 273
CITY COUNCIL PRIORITY:	n/a

SUMMARY

In January 2013, Hadiya Pendleton was tragically shot and killed at age 15. Soon after this tragedy, Hadiya's childhood friends decided to commemorate her life by wearing orange, the color hunters wear in the woods to protect themselves and others. **Wear Orange** originated on June 2, 2015—what would have been Hadiya's 18th birthday. Now, it is observed nationally on the first Friday in June and the following weekend each year.

People across the United States will recognize National Gun Violence Awareness Day on June 4, 2021 and **wear orange** in tribute to Hadiya Pendleton and other victims of gun violence, and the loved ones of those victims.

More information about **#WearOrange** 2021 or how you can participate, visit www.MomsDemandAction.org and www.StudentsDemandAction.org.

RECOMMENDATION

Mayor Wong proclaims June 4, 2021 as Gun Violence Awareness Day in Mercer Island.



City of Mercer Island, Washington

Proclamation

GUN VIOLENCE AWARENESS DAY

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other developed and high-income countries; and

WHEREAS, Washington state has 781 gun deaths every year and has the 40th highest rate of gun deaths in the US; and

WHEREAS, protecting public safety in the communities they serve is the city's highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding residents goes hand-in-hand with keeping guns away from people that shouldn't have them; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increasing gun sales, increasing calls to suicide and domestic violence hotlines, and increasing gun violence;

WHEREAS, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children and community safe.

NOW, THEREFORE, I Benson Wong, do hereby proclaim June 4, 2021 as

GUN VIOLENCE AWARENESS DAY

in Mercer Island and encourage community members to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

APPROVED, this 1st day of June 2021.

Benson Wong, Mayor
4843-6391-9595, v. 1

WEAR 
ORANGE



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5882
June 1, 2021
Consent Calendar

AGENDA BILL INFORMATION

TITLE:	AB 5882: King County Sewer North Mercer Enatai Interceptor Interagency Agreement	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Authorize the City Manager to sign the interagency agreement with King County	<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 Alaine Sommargren, Deputy Director Public Works
COUNCIL LIAISON:	Lisa Anderl
EXHIBITS:	1. North Mercer Island / Enatai Sewer Upgrade Project Map 2. Interagency Agreement between the City of Mercer Island and King County for the Construction of Modifications to City of Mercer Island Lift Station 11 and Transfer of Pipeline
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

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

SUMMARY

The purpose of this agenda bill is to authorize the City Manager to sign an Interagency Agreement (“IAA”) with King County (“County”) for the construction of the North Mercer Island and Enatai Sewer Upgrade Project (“Project”). The Project includes several improvements to City stormwater and sewer utility facilities, and the transfer of select sewer pipelines to the County.

The Project will begin this fall and is anticipated to be complete in 2024. City staff are working closely with the County to coordinate messaging, including advance notice of street closures and traffic impacts.

PROJECT BACKGROUND

Beginning in Fall 2021, the King County Wastewater Treatment Division will replace sewer pipes that serve areas in north Mercer Island, the southwest portion of Bellevue near Enatai Beach, and the Town of Beaux Arts Village. These pipes, which are owned and maintained by the County, carry wastewater from their North Mercer Island Pump Station to the Sweyolocken Pump Station in Bellevue (see Exhibit 1). Installed during the 1970s, these pipes are aging and reaching capacity. The new pipes will provide service for the next 50 - 60 years.

The Project includes a new sewer pipe along the northeast side of Mercer Island (“North Mercer Interceptor”), a new pipe across Lake Washington, and a new sewer pipe in Bellevue from Enatai Beach Park to the Sweyolocken Pump Station, as well as rehabilitation of the existing pipe that runs from Enatai Beach Park to the Sweyolocken Pump Station. The Project includes upgrades to the County’s North Mercer Pump Station and the City’s Lift Station 11.

Design for the Project began in 2016 and continued into early 2021. During design, County staff and consultants worked closely with City of Mercer Island Engineering, Utilities and Parks staff on various elements of the Project. County staff also presented to the Utility Board several times during the development of the Project, detailing the scope of work as design progressed and addressing concerns about impacts to residents. Construction of the Project on Mercer Island is expected to begin in Fall 2021 and conclude in 2024.

AGREEMENT HIGHLIGHTS

The IAA (see Exhibit 2) establishes the County as the lead agency for the design and construction of all elements of the Project. The County will provide the City with as-built drawings for portions of the Project that fall within the City, which will be used to update mapping of all utility locations. The agreement also specifies that the City may seek reimbursement for all staff and contractor work required to fix any damages incurred to City utilities during the course of the Project.

The IAA details particular elements of the Project that will impact City infrastructure and assigns responsibility for costs associated with each alteration or improvement.

Relocation of City Utilities

Approximately 375 feet of water line, 360 feet of sewer line, and 130 feet of stormwater drainage line must be relocated to accommodate the construction of the North Mercer Interceptor. City staff have reviewed and approved all new locations and materials for these relocated utilities. The County will pay for all utility relocations listed in Section 4.6 and indicated in Exhibit B of the IAA.

Stormwater Drainage Improvements on 90th Place SE

A portion of the North Mercer Interceptor will be constructed in the 90th Place SE roadway, which will impact the current storm drainage ditch along the road’s edge. The County will pipe the ditch to temporarily widen the roadway to maintain vehicular access around the construction. The pipes will remain as part of the City’s permanent drainage system at no cost to the City. The County will bear the cost of all peripheral work, including the full-width restoration of the roadway surface.

In order to improve stormwater drainage on the street, however, the City has requested that the County add several new storm drainage lines. The cost of this additional work is the responsibility of the City. The specific storm drainage components are outlined in green boxes in Exhibit B.

The County’s estimated cost for the City’s portion of the stormwater drainage work along 90th PI SE is \$91,000. The actual cost for this work will be determined once the construction contract has been awarded. Budget appropriation for this portion of the Project will be included in the 2023-2024 CIP budget proposal as a Stormwater Fund project.

Lift Station 11 Modifications

Lift Station 11 (“LS11”), the current wet well/dry well pump station located at the Fruitland Landing Street End Park, will need to be significantly upgraded to accommodate increased flows from the project. LS11 was originally constructed in the 1950s and 1960s and was expected to have a lifespan of approximately 50 years. During an assessment of the facility in 2018, the County’s consultant noted that portions of the structure have deteriorated significantly, consistent with its age and exposure to wastewater.

The County will construct significant upgrades and modifications to LS11 as a part of the Project and at the County’s cost. Improvements include a new vault, access hatches, sewer pumps, valves, pipes, and controls and the conversion of the dry well into a new wet well. The LS11 portion of the Project will also include approximately 270 feet of new sewer main, site restoration, and new landscaping for the waterfront portion of Fruitland Landing. The County’s estimated cost for modifications to LS11 is \$791,000.

The IAA stipulates that, as a part of the LS11 modifications, the City will design, acquire, and install a new standby generator for the lift station. The original generator reached the end of its useful life. City staff completed design of the generator in 2019, and the generator was installed in 2020. The amount budgeted for this project was \$120,000, but once closed out, is projected to cost approximately \$106,000.

Once all modifications to LS11 have been completed, the City will resume its operation of the facility and assume responsibility for future maintenance and repairs to the structures and equipment.

Transfer of 96th Ave SE sewer pipeline to the County

The 96th Avenue SE pipeline, which extends between SE 36th St (in front of City Hall) northward to 96th Ave SE, is currently owned and maintained by the City. This 450-foot-long stretch crosses under the I-90 corridor, and as such, its depth makes it very difficult to access for maintenance. The location of this pipeline is shown in Exhibit A. As a part of the Project, the City will transfer the ownership of the pipe and all responsibility for operations, maintenance, and repairs to the County. The bill of sale for this pipeline is attached to the IAA as Exhibit C.

The County will install two new manholes at the south end of this pipeline to ensure that the City can continue to access and maintain its sewer pipes, which feed into the 96th Ave SE pipeline. All construction associated with 96th Ave SE pipeline modifications will be paid for by the County.

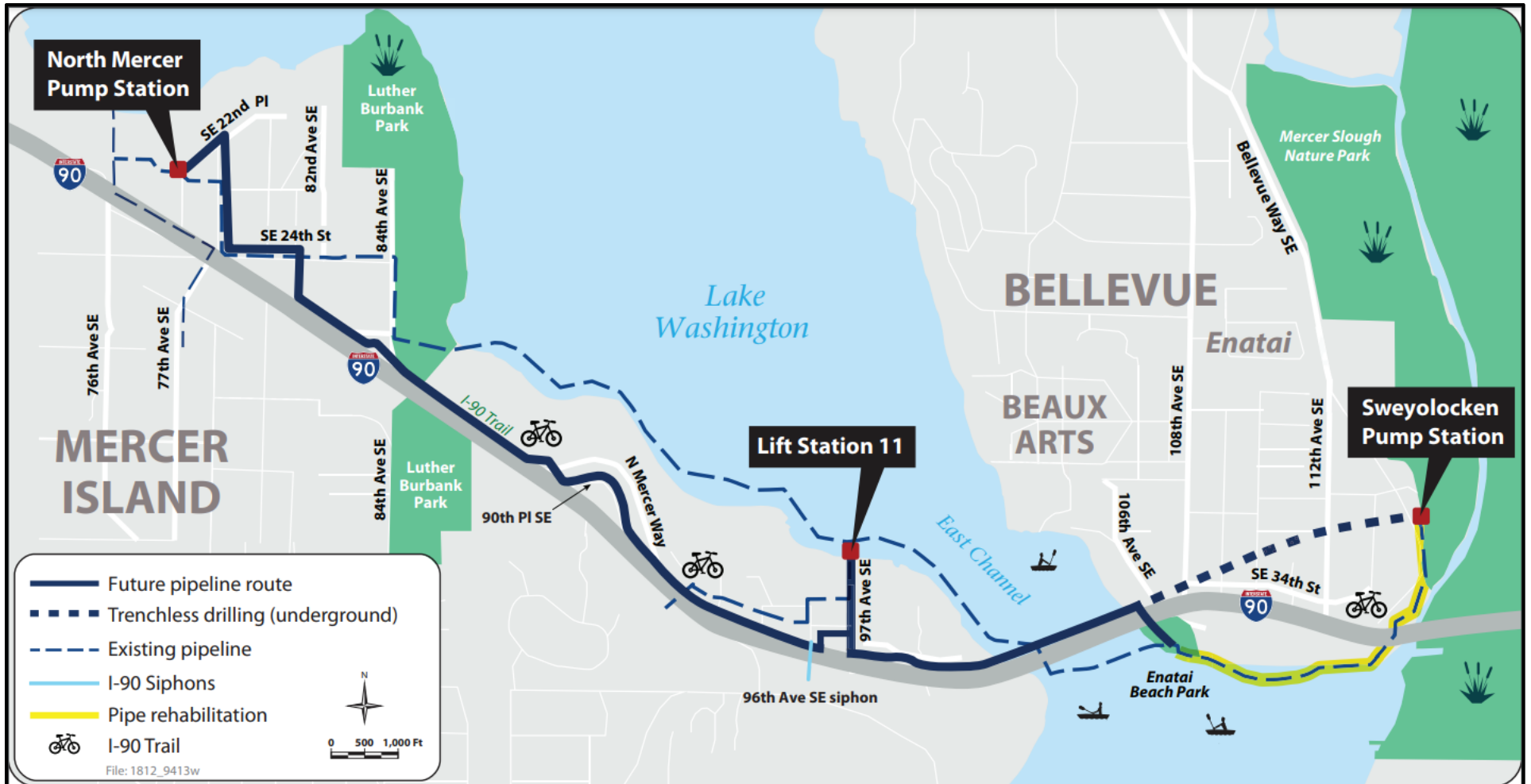
Not only will the North Mercer Interceptor improve the reliability and capacity of the County’s sewer line that carries North Mercer Island wastewater to the County’s Renton treatment facility, but this project also includes major improvements to several parts of the City’s utility system and repaves the roadways along the sewer alignment. Replacement of older utility pipes and appurtenances, upgrades to the LS11 facility, and the transfer of the 96th Ave SE pipeline will reduce City maintenance and operation costs significantly. In addition, with the County serving as the lead agency for all bidding, contracting and project management, the City realizes considerable benefit in reducing staff workload and costs associated with these improvements.

City staff will continue to work closely with County staff to ensure that all work performed on City utilities and property meets or exceeds City standards.

RECOMMENDATION

Authorize the City Manager to sign the interagency agreement with King County.

North Mercer Island/ Enatai Sewer Upgrade Project Map



**INTERAGENCY AGREEMENT
BETWEEN THE CITY OF MERCER ISLAND AND KING COUNTY
FOR THE CONSTRUCTION OF MODIFICATIONS TO CITY OF MERCER
ISLAND LIFT STATION 11 AND TRANSFER OF PIPELINE**

This Agreement (the “Agreement”) is made by and between the City of Mercer Island, a municipal corporation of the State of Washington (hereinafter referred to as “Mercer Island” or the “City”) and King County, a home rule charter county and political subdivision of the State of Washington, (hereinafter referred to as the “County”). The City and the County may also be referred to individually as a “Party” and collectively as the “Parties.”

1. RECITALS

This Agreement is based on the following facts, which both Parties acknowledge:

1.1. The County is designated by state statute as the successor to Metro, a metropolitan municipal corporation which provides regional wastewater collection, transmission and treatment services in King County and portions of Snohomish and Pierce counties.

1.2. On or about April 20, 1961, the Municipality of Metropolitan Seattle (“Metro”) entered into a long-term agreement for sewage disposal with Mercer Island Sewer District (the “Agreement for Sewage Disposal”). In 1975 the City became the successor in interest to the Mercer Island Sewer District. Pursuant to the Agreement for Sewage Disposal the City owns and maintains Local Sewerage Facilities, as that term is defined in the Agreement for Sewage Disposal, within the City for the local collection of sewage.

1.3. The County, as successor to Metro, owns and maintains the Metropolitan Sewerage System, as that term is defined in the Agreement for Sewage Disposal, which includes the trunk and interceptor sewer facilities that serve areas in North Mercer Island. The North Mercer Island and Enatai interceptor sewer pipelines carry wastewater from the North Mercer Island Pump Station and portions of north Mercer Island to the Sweyolocken Pump Station in Bellevue. In order to maintain an adequate level of service within north Mercer Island, the County intends to construct the North Mercer Island and Enatai Interceptor Upgrade Project (the “Project”).

1.4. In 1982 Metro designed and constructed certain portions of the 16-inch sewer pipeline which runs along 96th Avenue (the “96th Avenue SE Pipeline”). Pursuant to the Second Supplemental Agreement, Metro conveyed the 96th Avenue SE Pipeline to the Mercer Island Sewer District for the District to own and maintain as a Local Sewerage Facility as that term is defined in the Agreement for Sewage Disposal.

1.5. As part of the Project the Parties agree to the transfer of certain City facilities to the County in order to provide for efficiencies in the construction of the Project and to minimize construction impacts to the residents of the City. The City agrees that the

County shall own and have the sole responsibility to operate, maintain, repair and replace the 96th Avenue SE pipeline from the City’s MH R30-20B traveling southerly for approximately 450 LF to the County’s MH R30-20A, and MH R30-20A, MH R30-20B, Siphon Inlet Box R30-20C, R30-20D, MH R30-20E and associated odor control and pipe. The City shall own and have sole responsibility to operate, maintain, repair and replace City MH COMI-SSMH-6, and MH COMI-SSMH-7 as described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. In consideration for the transfer of the 96th Avenue SE Pipeline from the City to the County, the Parties agree that the County will construct certain modifications, upgrades and modifications to Lift Station 11 owned by the City (the “City’s LS11 Facility”).

1.6. The Parties also agree that subject to the terms and conditions contained herein, the Project will include the construction and installation of certain City infrastructure, which shall be paid for by the City.

1.7. The City and County are authorized to enter into this Agreement pursuant to RCW 35.58.200 (2).

2.0 PURPOSE

The purpose of this Agreement is to set forth the mutual obligations and rights of the City and the County for the accomplishment of the Project.

3.0 DURATION

This Agreement shall become effective immediately upon execution by both Parties and shall remain in effect until the portion of the Project within the City and the transfer of the 96th Avenue SE Pipeline are completed, unless terminated sooner, as provided herein.

4.0 COUNTY PROJECT RESPONSIBILITIES

4.1. Lead Agency. The County shall act as the lead agency for the Project. Except as otherwise provided herein, the County shall be solely responsible for design and construction, including but not limited to, contract procurement, and contract and project administration for the Project.

4.2. Construction Responsibilities. The County shall:

- (a) prepare and finalize design and construction contract documents for the Project;
- (b) publicly bid the Project in accordance with County’s public contracting procedures;
- (c) award the Project to the lowest responsible, responsive bidder based on the lowest overall bid price for the entire Project. The successful, selected bidder shall be referred to below as the “Contractor;”
- (d) administer the Project contracts, including accounting and payment to the Contractor;

- (e) maintain records for the Project.
- (f) arrange a preconstruction conference with the Contractor after awarding the contract; and
- (g) If the County causes damage to any City utility lines the County will notify the City. The City will use its best efforts to repair the damage promptly. The County shall reimburse the City for the City repair work. To obtain reimbursement, the City shall provide the County with an accounting of any such work, including material, equipment, and labor costs. If the City uses its own work force to make any repairs the City shall provide the County with the name of the individual, their hourly rate, duties performed, and the hours worked. If the City uses a third-party contractor to repair any damages they will submit the contractor's invoice to the County without mark up.

4.3. Bidding and Public Works Requirement. The Parties agree that the Project shall be designed, bid, contracted for and constructed in accordance with State and local law applicable to County public works projects. Any contract issued for the construction of the Project shall comply with all public works and procurement laws and regulations applicable to County. The County shall provide City with a copy of the documents submitted by the Contractor as its bid. The City shall have no independent right to access, view, or otherwise use the Contractor's bid documents that are escrowed pursuant to the construction agreement between County and the Contractor.

4.4. Permits. County shall apply for and obtain permits and/or approvals from all applicable government bodies necessary for the construction of the Project, except for the Washington State Department of Transportation Franchise for the City utilities, the City waterline along 90th Pl SE, the City storm drainage along the I-90 trail, and the City's waterline along SE 35th Pl. The City agrees to promptly review all County permit applications, made to the City, for the Project. The City agrees that it shall not unreasonably withhold, condition or delay the issuance of any City permit for the Project.

4.5. As-builts. County shall provide City with a set of "as-built" drawings of those portions of the Project within the City, using County datum, for City's permanent records, within three (3) months of the Final Acceptance (as defined in the construction Contract Documents). As-built drawings to be submitted shall include a full-size paper plan set based on County datum and corresponding electronic files in .pdf and .dwg formats. Should the City require as-built drawings using City datum, City shall obtain those documents from the County's consultant at City's cost.

4.6. Utility Relocation: Utility Relocation as part of the Project includes the following, as depicted in Exhibit B.

- City's water lines:

- The City's 6-inch water line along 90th Pl SE from Sta 64+18 to Sta 65+55 (approximately 150 linear feet) will be relocated and replaced with 6-inch ductile iron pipe and re-tied into the existing system.
- The City's 8-inch water line along 90th Pl SE from Sta 71+55 to Sta 72+50 (approximately 95 linear feet) will be relocated and replaced with 8-inch ductile iron pipe and re-tied into the existing system.
- The City's 8-inch water line along SE 35th Pl from Sta 207+15 to Sta 208+40 (approximately 130 linear feet) will be relocated and replaced with 8-inch ductile iron pipe and re-tied into the existing system.
- City's sewer lines
 - The City's 8-inch sewer line along SE 24th St from Sta 19+26 to Sta 20+38 (approximately 112 feet) will be relocated and replaced with 8-inch PVC and re-tied into the existing system.
 - The City's 8-inch sewer line along 90th Pl SE from Sta 66+54 to Sta 67+23 (approximately 55 feet) will be relocated and replaced with 8-inch PVC and re-tied into the existing system.
 - The City's 8-inch sewer line along 90th Pl SE from Sta 70+14 to 71+70 (approximately 195 feet) will be relocated and replaced with 8-inch PVC and re-tied into the existing system.
- City's storm lines
 - The City's 12-inch storm drainage lines along North Mercer Way from Sta 48+22 to Sta 49+12 (approximately 100 feet) will be relocated and replaced with 12-inch PVC and re-tied into the existing system.
 - The City's 8-inch storm drainage lines along 97th AVE SE from Sta 98+80 to Sta 99+10 (approximately 32 feet) will be relocated and replaced with 8-inch PVC and re-tied into the existing system.
- All replaced City pipelines and facilities will be removed or be abandoned in place, in the sole judgment and discretion of the County.

5.0 DESIGN AND INSTALLATION OF CITY'S STORM DRAINAGE ON 90TH PLACE

5.1. The City shall pay for the design and installation of the stormwater drainage along 90th Place as part of the City Storm Drainage Work. The stormwater drainage along 90th Place is being installed at the City's direction; the City shall determine the size and approximate location of the drainage piping and inlets, and the County will coordinate the location of these features with other project elements including surface restoration. The locations for this stormwater drainage work are depicted In Exhibit B, and on the City conveyance permit drawings as follows:

- 237 lineal feet (LF) of 12" storm drain pipe (SD) from CB 5-43H to CB 5-43A
- 62 LF of 12" SD from CB 5-43 to CB 5-43H
- 16 LF of 8" SD from CB 5-43H to CB 5-43G
- 68 LF of 8" SD from CB 5-49 to CB 5-49A
- 33 LF of 8" SD from CB 5-51 to CB 5-51A
- 35 LF of 12" SD from CB 5-51B to CB 5-51C.

5.2 The City agrees that it shall not unreasonably hold, condition, or delay the issue of City's permit for Storm Drainage Work.

5.3 The following shall apply to the construction portion of the Storm Drainage Work:

5.3.1. Responses to Submittals, Requests for Information (RFI), and Requests for Change Orders ("RCO" or "RCP"). The County shall, within 14 days that such information is provided to the County project team for review, provide City with a copy of Contractor Submittals, RFI's and RCO's/RCP's for the City Storm Drainage Work. The City shall provide any comments on construction Contractor's Submittals, RCPs, and RCOs within 14 calendar days of receipt from the County, RFIs within 7 calendar days of receipt from the County, and Substitution Requests within 10 calendar days of receipt from the County. For change orders, the City shall provide the County project representative ("Project Representative") with any comments within five (5) business days of receiving a copy of the change order. Any additional construction correspondence that needs the City's response will be provided within 14 calendar days of receipt from the County. The City recognizes and acknowledges that any delays associated with such responses may result in claims and/or additional costs due to the Contractor.

5.3.2. The County shall allow the City, at its own cost and expense, to review and inspect the construction of the City Storm Drainage Work during construction. The City shall provide construction inspection input solely to the County project representative (not to the Contractor).

5.3.3. The County shall provide the City with "as-built" drawings of the completed City Storm Drainage Work.

6.0 REIMBURSEMENT BY CITY FOR STORM WATER DRAINAGE WORK

6.1. Reimbursement for City Storm Drainage Work. The City shall pay the County for all of the Contractor's construction costs for the City Storm Drainage Work as set forth in the Contractor's Schedule of Values, the Engineer's estimate, and any additional documentation provided by the Contractor, including any change orders required for the City Storm Drainage Work.

6.2. Claims Regarding City Storm Drainage Work. The City shall also be responsible for any claim for extra work or additional compensation made by the Contractor in accordance with the County's Contract Documents to the extent that such claim(s) relates to the City Storm Water Drainage Work.

Individual changes or claims related to the Storm Water Drainage Work. Changes or claims related to the Storm Water Drainage Work shall be processed by the County in accordance with its construction contract. Prior to issuing a Change Order to the Contractor or paying a claim related to the Storm Water Drainage Work, the County will seek the agreement of the City.

6.3 City Agreement with Change Order/claim. If the City agrees with the change order or claim in its entirety, the County will issue the change order to the Contractor, or pay the claim and the City shall be liable for the full amount of such change order or claim that applies to the Storm Water Drainage Work.

6.4 City Partial Agreement with Change Order/Claim. If the City disputes any portion of the change order or claim, then the County may issue the change order to the Contractor, or pay the claim and the City will be liable for the amount it does not dispute, with the disputed remainder being reserved for dispute resolution between the City and the County as provided in Section 16.

6.5. City Disagreement with Change Order/claim. If the City disputes the entire change order or claim, then the County may issue the change order to the Contractor or pay the claim, and the full amount of the disputed change order or claim will be reserved for dispute resolution between the City and the County as provided in Section 16.

6.6. Invoices and Payment. The County will provide the City with invoices showing progress payments made to the Contractor during the previous month, as applicable, for the City Storm Drainage Work. Invoices shall be paid by the City to the County within thirty (30) days of receipt by the City. Payment by the City shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented.

6.7. City Reimbursement for Change Orders and Claims. For change orders and claims related to the Storm Water Drainage Work, the County shall submit a request for reimbursement to the City, no more than quarterly, in a format, and supported by such documentation as shall be agreed upon by the Parties. The City shall make any objections regarding the request for reimbursement to the County within ten (10) calendar days of receipt of such request for reimbursement. If the City objects to any portion of the County's request, then the City shall provide written comments explaining the nature of the City's objection. The County and the City project manager shall meet within ten (10) business days to determine a mutually acceptable resolution of the City's objections. Failure of the County or the City to reach an agreed resolution shall entitle either Party to initiate the dispute resolution procedure set forth in Section 16. The City shall reimburse the County for change order and claim costs related to the Storm Water Drainage Work that are properly due within thirty (30) days after receipt of a complete and timely submitted request for reimbursement. If the City objects to any portion of the County's request for reimbursement, then the City shall reimburse the County for those costs which are approved by the City within the thirty (30) day period.

7.0 ACCEPTANCE OF THE WORK

City shall, within fifteen (15) business days after notification of Substantial Completion (as defined in the construction Contract Documents) of those portions of the Project within the City, issue written notification to County of any deficiencies in the form of a punch list

or of acceptance of the work for work on the City's facilities. County shall ensure that Contractor corrects any deficiencies before Final Acceptance is issued.

8.0 RESPONSIBILITIES RELATED TO CONSTRUCTION OF THE LS 11 MODIFICATIONS

8.1. Except as provided in this section 9.1 and subsections 9.1.1. through 9.1.3 below, the County shall, at its cost and expense, design and construct modifications to the City's LS 11 Facility as follows:

- The existing wet well will be converted to a channeled maintenance hole, the base of which will be filled to allow gravity flow to the new wet well (currently a dry well).
- The existing wet well and dry well (new wet well) will be cleaned, and pressure-washed or sand-blasted.
- The existing wet well and dry well (new wet well) will have a coating applied to mitigate ongoing hydrogen sulfide damage.
- The existing dry well (new wet well) will be converted to a wet well with submersible pumps (sole-sourced Flygt pumps with 20-horsepower motors).
- A new concrete flat-top access hatch with a flush floor mount sleeve, and slide rail for pump access for the new wet well will be installed.
- A new vault (precast) for valves and a future flow meter (by the City) will be installed.
- A new above-grade, concrete pad will be installed for the electrical cabinets.
- New motor control centers (MCCs) and a power distribution panel will be furnished and installed.
- New automatic transfer switch (ATS) for the new generator will be set (provided and installed by the City).
- Integration of City's generator set with other components.
- The existing control/telemetry panel programmed by TSI will be re-used, but will be installed within a new outdoor-rated cabinet.
- A new access hatch at the surface and a new ladder will be installed in the existing wet well, which will be converted to a maintenance hole.
- Level monitoring and control equipment will be furnished and installed in the future wet well (existing dry well), including new float switches and a re-used submersible level transducer.
- Rehabilitation by Cured-In Place Pipe method of the City's existing 10-inch forcemain from LS11 along 97th AVE SE to the intersection of SE 34th St.
- Installation of approximately 270 feet of new 10-inch force main from SE 34th ST to the south end of 97th Ave SE.
- Preparation of Operation and Maintenance Manuals for newly installed equipment.
- Piping and valves
- Site restoration and landscaping

The modifications listed above shall hereinafter be referred to collectively as the “LS 11 Modifications.”

8.1.1. The City shall separately design and fund the acquisition and installation of a standby generator. This generator acquisition and installation will not be part of the County’s Project. The generator acquisition and installation work by the City will be completed prior to the County’s issuance of a Notice to Proceed “NTP” for the County’s Project. If the City has not completed the standby generator acquisition and installation at the time the County starts construction on the LS 11 Modifications, then the Parties agree that the County’s Contractor will complete the generator work via Change Order at the sole expense of the City. The City shall design the demolition of the existing generator set and vault. The City will provide the County with the demolition design. The County’s Contractor will conduct the demolition of the existing generator as part of the County’s Project at the cost of the City.

8.1.2. Electricity costs of operating the temporary bypass pumping (on utility power) will be billed to and paid by the City during construction through the City’s existing service/provider.

8.1.3. An inspection of the wet well on July 25, 2018 indicated that applying a coating to the existing wet well should be sufficient to mitigate the hydrogen sulfide damage. If during construction damage to the structure is found to be worse than anticipated and is not repairable by applying a coating, then the Parties agree that the County’s Contractor will complete the work via Change Order and the City will be solely responsible for the cost of any required repair or replacement of the existing wet well structure.

8.1.4. The County shall coordinate with Puget Sound Energy to upgrade the power at the LS11 site from 240-volt to 480-volt.

8.2. As part of the construction of the LS 11 Modifications, the County shall do/be responsible for all of the following:

8.2.1. Provide copies of all predesign and final design documents for the LS 11 Modifications to the City for review and comment.

8.2.2. Obtain the City’s written approval of the final design of the LS 11 Modifications, which approval shall not be unreasonably withheld, conditioned or delayed. Which the County accomplished on February 12, 2021.

8.2.3. Obtain all necessary building permits and approvals for construction of the LS 11 Modifications.

8.2.4. Prepare and finalize the construction contract documents for the Project; publicly bid the Project requiring in the bid form a separate bid line item for “City of Mercer Island – Lift Station 11 Modifications” and award the Project contract to the

lowest responsible, responsive bidder based on the lowest overall bid price for the Project.

8.2.5. The County's Contractor will maintain and operate the temporary system for LS 11. The Contractor will need to be qualified (be a valid, certified wastewater operator).

8.2.6. Allow the City to review and inspect the construction of the LS 11 Modifications during construction, at the City's sole cost and expense. The City shall provide construction inspection input solely to the County project representative (not to the Contractor).

8.2.7. Provide at no cost to the City "as-built" drawings of the completed LS 11 Modifications.

8.2.8. Assign to the City any Contractor or equipment warranties for the LS 11 Modifications.

8.2.9. Schedule weekly progress meetings with the Contractor and invite the City to attend.

8.2.10. Provide the City with Contractor Submittals, RFI's, RCO's/RCP's, and Substitution Requests pertaining to the LS 11 Modifications within 14 calendar days that such information is provided to the County project team for review.

8.2.11. Conduct the testing and commissioning of the City's LS 11 Facility. The County will schedule testing and commissioning planning meetings and require the City to attend.

8.3. As part of the construction of the LS 11 Modifications the City shall do/be responsible for all of the following:

8.3.1. The City authorizes and grants the County, its employees, agents, consultants and Contractors a right of entry to the City's LS 11 Facility, the 10-inch forcemain and associated maintenance holes, and the SE 96th Avenue Pipeline for the preparation of pre-design and design documents, and for the construction, repair and replacement of the LS 11 Modifications.

8.3.2. The City will promptly review all County permit applications, made to the City, for the LS 11 Modifications. The City agrees that it shall not unreasonably withhold, condition or delay the issuance of any City permit for the LS 11 Modifications.

8.3.3. The City shall provide the County with one contact number for communications regarding the use of the City's LS 11 Facility, as follows: Allen Hunter, Utilities Operation Manager, (206) 275-7812.

8.3.4. The City shall notify the County of any changes to the City's LS 11 Facility that would impact the construction or operation of the LS 11 Modifications.

8.3.5. Have a representative from the City's Wastewater attend regular meetings pertaining to the construction of the LS 11 Modifications with County Construction Management staff.

8.3.6. Review and provide responses to the County on construction Contractor's Submittals, RCPs, and RCOs within 14 calendar days of receipt from the County, RFIs within 7 calendar days of receipt from the County, and Substitution Requests within 10 calendar days of receipt from the County. Any additional construction correspondence that needs the City's response will be provided within 14 calendar days of receipt from the County. Any changes to the contract related to submittals, RCPs, RCOs, RFIs, Substitution Requests, or other construction correspondence will be the responsibility of the City.

8.3.7. Participate in claim negotiations and resolutions regarding claims associated with any of the City's facilities.

8.3.8. The City shall, within fifteen (15) business days of receiving notice of the substantial completion of the LS 11 Modifications, issue notification of any deficiencies to add to the County's punchlist.

9.0 CITY RESPONSIBILITIES RELATED TO OPERATION AND MAINTENANCE OF THE CITY'S LS 11 FACILITY

9.1. The City will continue to own the City's LS 11 Facility and shall be solely responsible for operation and maintenance of said facility and the future repair and replacement thereof upon completion of the LS 11 Modifications. The City will train its Operation and Maintenance staff to maintain LS 11, including any changes resulting from the LS 11 Modifications.

9.2. The City will continue to provide or cause to be provided utility services (gas, water, electric, sanitary sewage) to the City's LS 11 Facility and will continue to pay all utility bills associated with the operation and maintenance of the City's LS 11 Facility.

10.0 TRANSFER OF OWNERSHIP OF CITY'S 96TH AVENUE SOUTHEAST PIPELINE

10.1. As part of the Project, the City authorizes the County to modify the 96th Avenue SE pipeline, for use by the County to convey local sewer flows from 96th Ave SE and SE 36th Street on the south side of Interstate 90 to the County's proposed North Mercer Interceptor near 96th Ave SE and SE 35th Street on the north side of Interstate 90.

10.2. Within 30 days from the completion of the Project within the City, the City shall grant to the County a bill of sale, substantially in the form attached hereto as Exhibit C, for

the 96th Avenue SE Pipeline, quit claiming the title thereto in the County.

From and after the effective date of the bill of sale, and except for any obligations required of the City pursuant to obligations set forth in this Agreement, the County shall own and have the sole responsibility to operate, maintain, repair and replace the 96th Avenue SE pipeline from the City's MH R30-20B traveling southerly for approximately 450 LF to the County's MH R30-20A, and MH R30-20A, MH R30-20B, Siphon Inlet Box R30-20C, R30-20D, MH R30-20E and associated odor control and pipe. The City shall own and have sole responsibility to operate, maintain, repair and replace City MH COMI-SSMH-6, and MH COMI-SSMH-7 as described and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

11.0 IRRIGATION AND WATER USE

11.1. As part of the Project, the City authorizes the County to modify the irrigation system within the Project's construction limits.

11.2. The County's Contractor shall design the replacement of impacted portions of the existing irrigation system to provide similar or better distribution, uniformity, and coverage. All components and parts shall be selected for compatibility with the existing irrigation system. The design shall meet the design standards and code requirements of the City. The system shall also be designed to allow for effective winterizing.

11.3. The County will coordinate with the City two weeks prior to modifying the existing irrigation system, to allow the opportunity to salvage and remove irrigation equipment.

11.4. The County's Contractor shall provide a training session for City personnel covering the operation, adjustment, locations, and maintenance of the irrigation system. The County shall coordinate the date and time of the training session at least two weeks in advance.

11.5. The City shall coordinate with the County's Contractor via the Project Representative to verify the condition and operation of the existing irrigation system.

11.6. As part of the project, the City authorizes the County to use the irrigation system within the Project's construction limits for plant establishment watering.

12.0 INDEPENDENT CAPACITY

12.1. Employees of the County shall, at all times while performing work under this Agreement, continue to be employees of the County and shall not be deemed to be employees of the City for any purpose. The County shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. In no event shall the County or any of its officers, employees, agents, or representatives be authorized or represent that they are authorized to make any

representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for the City under or by virtue of this Agreement.

12.2. Employees of the City shall, at all times while performing work under this Agreement, continue to be employees of the City and shall not be deemed to be employees of the County for any purpose. The City shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. In no event shall the City or any of its officers, employees, agents, or representatives be authorized or represent that they are authorized to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for the County under or by virtue of this Agreement.

12.3. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability on either Party. No Party hereto shall have any undertaking for or on behalf of, or act as or be an agent or representative of, or otherwise bind the other Party. No liability shall attach to the City or to the County by reason of entering into this Agreement except as expressly provided herein.

13.0 INSURANCE

13.1. The County intends to use a Contractor to construct the LS 11 Modifications. Prior to the commencement of such construction the County shall require the selected Contractor to maintain the following insurance coverages during the construction of the LS 11 Modifications and provide the City with evidence thereof:

13.1.1. General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering COMMERCIAL GENERAL LIABILITY. \$2,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit. Excess/Umbrella Liability coverage may be provided to satisfy the required limits.

13.1.2. Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1,000,000 combined single limit per accident. Excess/Umbrella Liability coverage may be provided to satisfy the required limits.

13.1.3. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

13.2. The County shall require the Contractor to maintain such insurance until acceptance of the Project.

13.3. The County shall require the Contractor to name the County and the City as an additional insured under Commercial General Liability and Business Automobile Liability Insurance with respect to primary and non-contributory limits in accordance with a standard separation of insureds clause, and the County and the City shall be provided not less than forty-five (45) days prior written notice of cancellation (ten (10) days with respect to cancellation for non-payment of premium) per RCW 48.18.290.

13.4. Insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or if not rated with Bests' with minimum surpluses, the equivalent of Bests' surplus size VIII.

14.0 INDEMNIFICATION

As between the Parties, each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind (collectively, the "Claims") arising out of, or in connection with, the obligations assumed under this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, action or suit for injuries, death, or damages is caused by the sole negligence of the other Party.

Where such Claims result from the concurrent negligence of the Parties, the defense and indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically and mutually negotiated.

In the event it is determined that R.C.W. 4.24.115 applies to this Agreement then each Party agrees to defend, hold harmless, and indemnify the other to the maximum extent permitted thereunder, and specifically for its negligence, concurrent with the other Party, to the full extent of the indemnifying Parties', its employees', agents', contractors' and consultants' negligence.

The Parties agree that the provisions of this Section 13 shall survive the termination of this Agreement.

15.0 TERMINATION

15.1. The County has the right to terminate this Agreement by providing written notice to the City if the County determines not to undertake the Project or to discontinue the Project.

15.2 In addition to termination as set forth above, the County may terminate this Agreement, in whole or in part, in writing, for lack of appropriation. If expected or actual funding is withdrawn, reduced or limited in any way, the County may, upon written notice to the City, terminate this Agreement in whole or in part.

15.3. In accordance with King County Code 4A.100.070, if the County terminates this Agreement for non-appropriation, then the County's costs associated with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

16.0 DISPUTES

If a dispute arises between the City and the County, the Parties agree that they will attempt to resolve the issues through mutual negotiation. In the event the Parties are not able to reach an agreement through such negotiation, the Parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be attempted prior to the institution of any lawsuit arising under this Agreement. The Parties agree to share the costs of mediation equally. Provided, however that either Party may seek injunctive or other equitable relief, including specific performance, without any requirement to negotiate or mediate in the event of an emergency or substantial interference with Project. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of Washington.

17.0 CHANGES AND MODIFICATIONS

Either Party may request changes, amendments, or additions to any portion of this Agreement; however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon either Party unless it is in writing and signed by personnel authorized to bind each of the Parties. All amendments shall be made part of this Agreement.

18.0 NOTICES

Unless otherwise directed in writing, any notice or document required by this Agreement shall be delivered to:

King County	City of Mercer Island
Department of Natural Resources & Parks	Public Works Department
Attn: _____	Attn: _____
KSC-NR-0501	9611 SE 36 th St
201 S. Jackson St.	Mercer Island WA 98040
Seattle, WA 98104-3855	

Notices mailed by either Party shall be deemed effective on the date mailed. Either Party may change its address by giving the other written notice of not less than five (5) days prior to the effective date.

19.0 MISCELLANEOUS PROVISIONS

19.1. **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

19.2. **Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the limited subject matter of this Agreement, superseding all previous negotiations and understanding, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement must be in writing signed by the Parties.

19.3. **Remedies not Exclusive.** This Agreement in no way waives any remedies available to either Party under common law or statute.

19.4. **Construction of Agreement.** The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of counsel for both Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against either Party.

19.5. **Waiver.** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

19.6. **Good Faith, Cooperation and Due Diligence.** The Parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the Parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

19.7. **Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all signatories had signed the same instrument.

19.8. **Savings Clause.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

19.9. **Authority.** Each individual signing this Agreement warrants that he or she has the authority to enter into this Agreement on behalf of the Party for which that individual signs.

19.10. **Agreement for Sewage Disposal.** All provisions of the Agreement for Sewage Disposal shall remain in full force and effect as written therein.

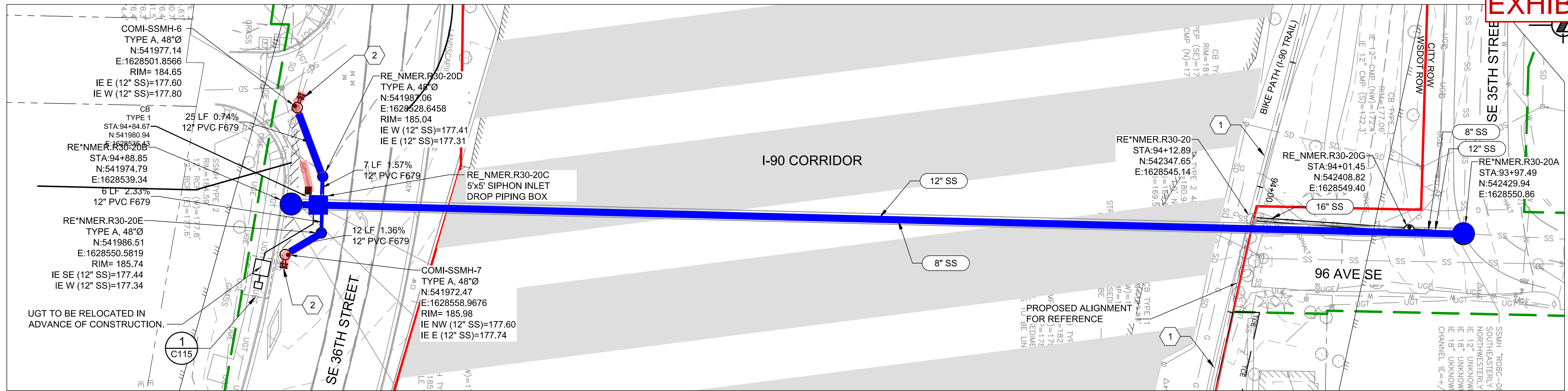
IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

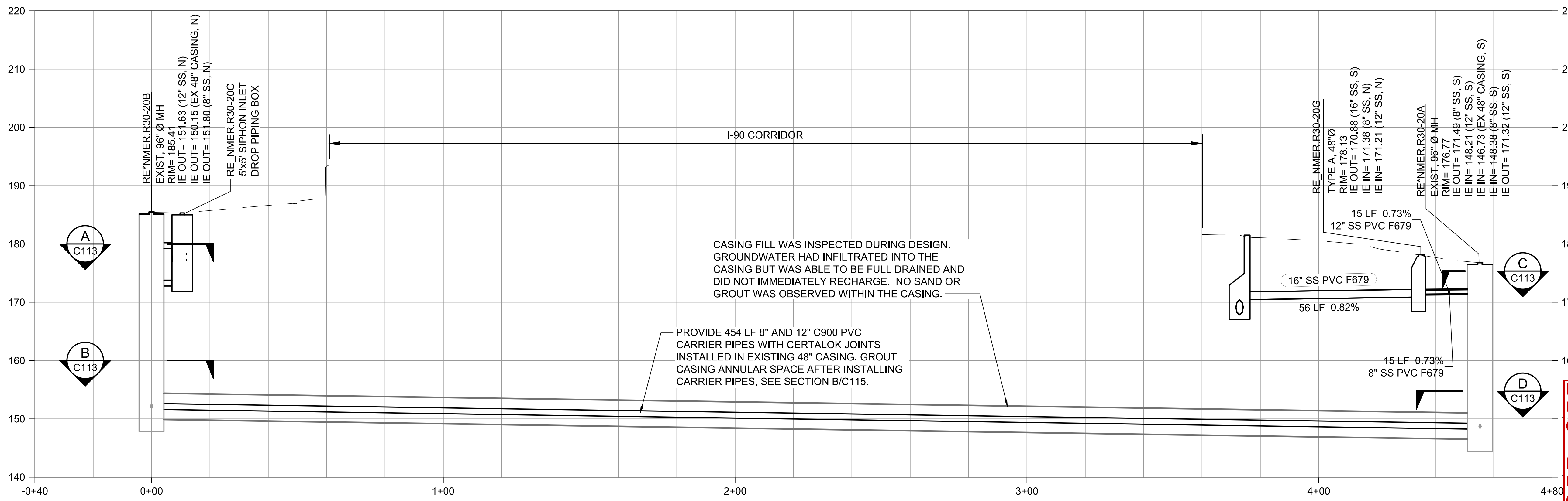
DATED: _____, 202__ By: _____
King County

DATED: _____, 202__ By: _____
City of Mercer Island

NOTE: Exhibit A to this Agreement is the description and depiction of the collective 96th Avenue SE Pipeline facilities (the facilities to be transferred to the County)
Exhibit B to this Agreement is the Utility Relocation depiction
Exhibit C to this Agreement is the Bill of Sale



PLAN
SCALE: 1" = 20'



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

NOTES:

- SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.
- CUT AND REMOVE EXISTING 12" RCP SEWER MAIN AS NEEDED. CONNECT TO EXISTING SEWER MAIN WITH COUPLER. FIELD VERIFY EXISTING PIPE MATERIAL AND ELEVATION IN ADVANCE OF CONSTRUCTION.
- CONNECT CB TO EXISTING PIPE. REGRADE FLOW LINE TO DIRECT RUNOFF TO NEW CB LOCATION.

KEY NOTES:

- SEE NORTH MERCER INTERCEPTOR PLAN AND PROFILE ON DRAWING C327.
- CONNECT TO EXISTING SEWER MAIN WITH COUPLER. FIELD VERIFY EXISTING PIPE MATERIAL AND ELEVATION IN ADVANCE OF CONSTRUCTION.
- CONNECT CB TO EXISTING PIPE. REGRADE FLOW LINE TO DIRECT RUNOFF TO NEW CB LOCATION.

RELOCATED, NEW, OR MODIFIED UTILITIES TO BE OWNED BY THE CITY ARE HIGHLIGHTED IN RED.

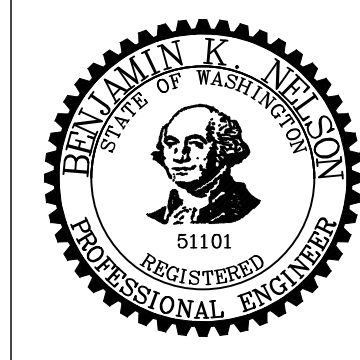
RELOCATED, NEW, OR MODIFIED UTILITIES TO BE OWNED BY THE COUNTY ARE HIGHLIGHTED IN BLUE.

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PLOT BY: D.Audra, Ismaic

NO	REVISION DESCRIPTION	BY	APVD	DATE



CONVEYANCE PERMIT SET
MARCH 2020



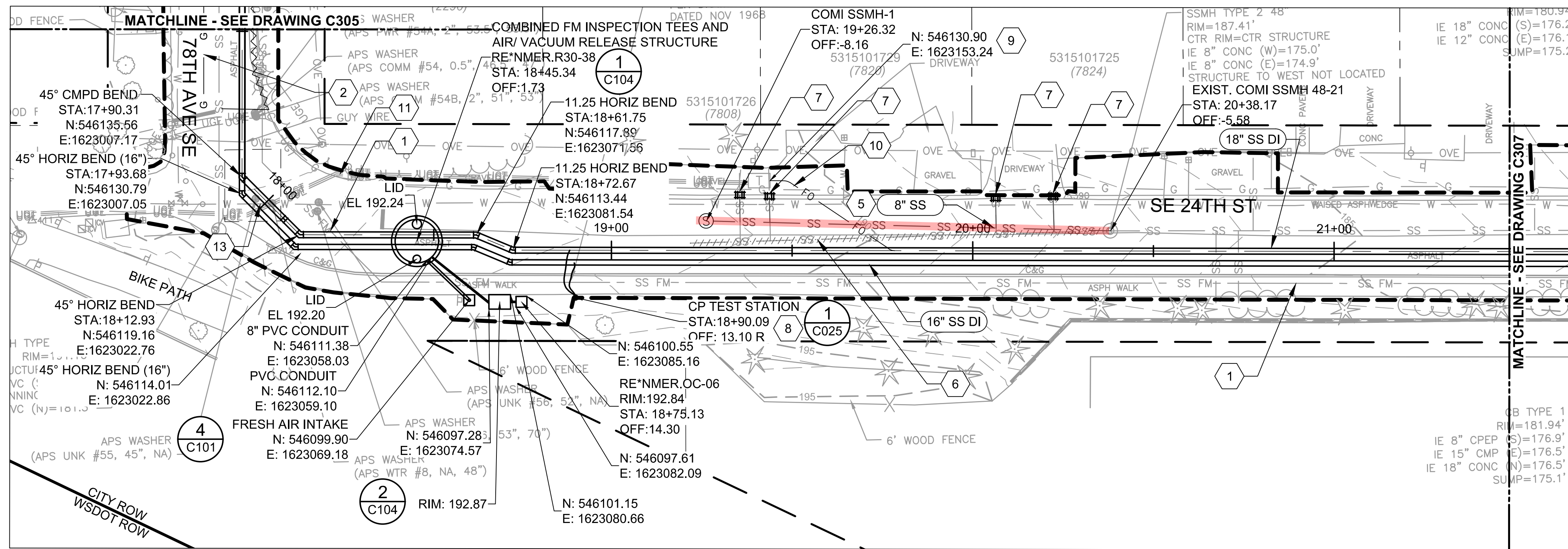
DESIGNED/DRAWN: B. NELSON
PROJECT ENGINEER: J. CHAE
DESIGN APPROVAL: R. BROWNE
PROJECT ACCEPTANCE: C. SCHAUMBERG

SCALE: AS NOTED
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FACILITY NUMBER:
CONTRACT NO: C01340C20

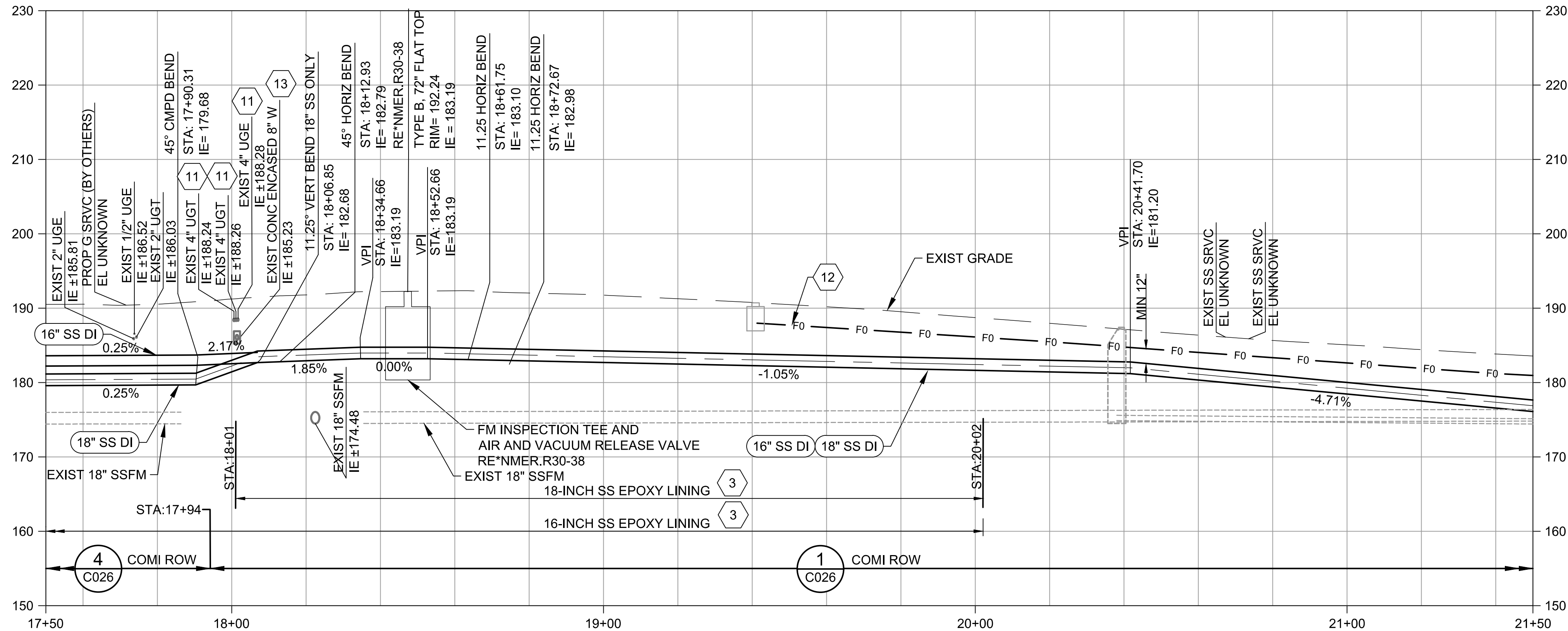


DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
96TH AVE SE SIPHON
PLAN AND PROFILE

DCN:	DATE:
PROJECT FILE NO: TBD	DRAWING NO: C117
SHT NO / TOTAL /	REV NO:



PLAN
SCALE: 1" = 20'



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

- KEY NOTES:**
- EXISTING 18" COUNTY SSFM TO REMAIN IN SERVICE DURING CONSTRUCTION.
 - GAS LINE TO BE ABANDONED BY PSE IN ADVANCE OF CONSTRUCTION. REMOVE ABANDONED PIPE AS NEEDED TO COMPLETE WORK. AFTER REMOVING PIPE, CAP ENDS OF ADJACENT PIPE TO REMAIN IN THE GROUND. CONFIRM LINE HAS BEEN DEACTIVATED BEFORE BEGINNING WORK.
 - 16-INCH AND 18-INCH SANITARY SEWERS TO BE EPOXY LINED IN ACCORDANCE WITH THE SPECIFICATIONS FOR EXTENTS SHOWN ON THE PROFILE. EPOXY LINED DI PIPE SHALL BE PROVIDED IN FULL LENGTH PIPE STICKS ONLY AND SHALL NOT BE FIELD CUT. ROUND PAST EXTENTS TO NEAREST PIPE JOINT BEYOND THE MINIMUM STATIONING SHOWN.
 - NOT USED
 - INSTALL 108 LF OF 8" PVC ASTM D3034, SDR35 SS PIPE ALONG WITH A 48" TYPE 1 SSMH. CONNECT INTO EXISTING SSMH. SEE DRAWING C701 FOR SEWER RELOCATION PROFILE.
 - REMOVE 115 LF OF EXISTING 8" CONCRETE SS.
 - INSTALL SIDE SEWER PIPE AS NEEDED TO CONNECT TO EXISTING SIDE SEWER WITH COUPLER PER SPECIFICATIONS. RECONNECT SIDE SEWER AS CLOSE TO SEWER MAIN AS POSSIBLE. PORTION OF SIDE SEWER SHALL BE PER CITY OF MERCER ISLAND SEWER STANDARD DETAIL S-17. MATCH SIDE SEWER MATERIAL TO EXISTING SIDE SEWER.
 - TEST STATION TO BE PROVIDED AT LOCATION SHOWN. CABLES FROM BOTH 16" AND 18" SS TO BE CONTAINED IN THE SAME TEST STATION.
 - CONNECT TO EXISTING FO VAULT. VAULT LOCATION IS APPROXIMATE, FIELD VERIFY.
 - FIBER OPTIC IMPROVEMENT AREA, SEE SPECIFICATIONS FOR MEASUREMENT AND PAYMENT REQUIREMENTS.
 - PROPOSED ELECTRICAL UTILITY POSITION BASED ON PRELIMINARY ALIGNMENT FROM SOUND TRANSIT. CONTRACTOR TO LOCATE UTILITY IN ADVANCE OF CONSTRUCTION AND CONFIRM LOCATION SHOWN IN THE PLANS.
 - 4" DIA FO CONDUIT, VERTICAL PROFILE PER TRENCH SECTION.
 - CONCRETE ENCASED WATER MAIN. POT HOLE AT LEAST 4 WEEKS PRIOR TO CONSTRUCTION OF FORCE MAINS. NOTIFY PROJECT REPRESENTATIVE IF WATER MAIN AND CONCRETE ENCASEMENT IS NOT AS SHOWN IN THE PROFILE.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

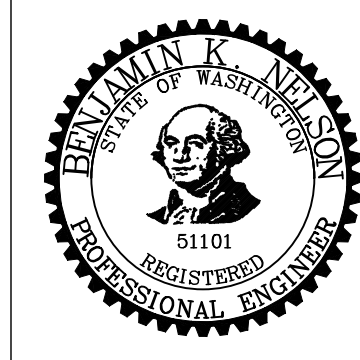
CALL BEFORE YOU DIG: 811

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PLOT DATE: 2/26/2020 2:27 AM
PLOT BY: D.Aurora, lsbac

NO	REVISION DESCRIPTION	BY	APVD	DATE



CONVEYANCE PERMIT SET
MARCH 2020
AB 5882 Exhibit 2 | Page 22



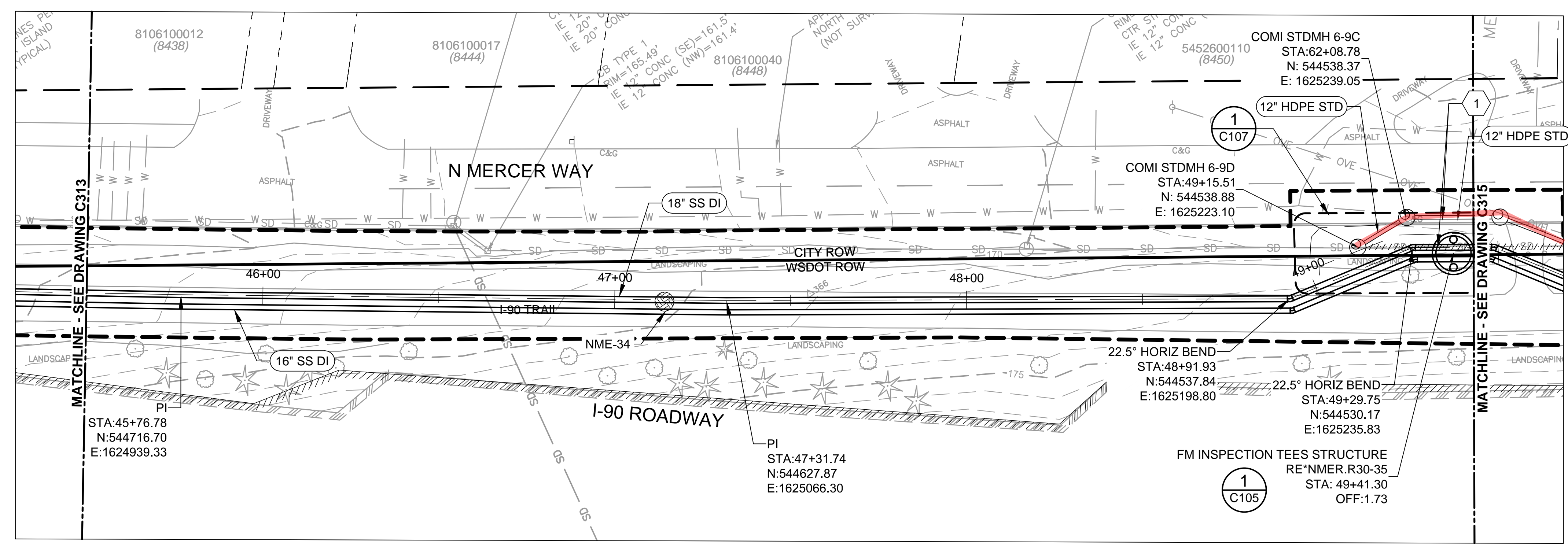
DESIGNED/DRAWN: B. NELSON	SCALE: AS NOTED
PROJECT ENGINEER: B. NELSON	0 REFERENCE 1"
DESIGN APPROVAL: J. PAULSON	FACILITY NUMBER:
PROJECT ACCEPTANCE: C. SCHAUMBERG	CONTRACT NO: C01340C20



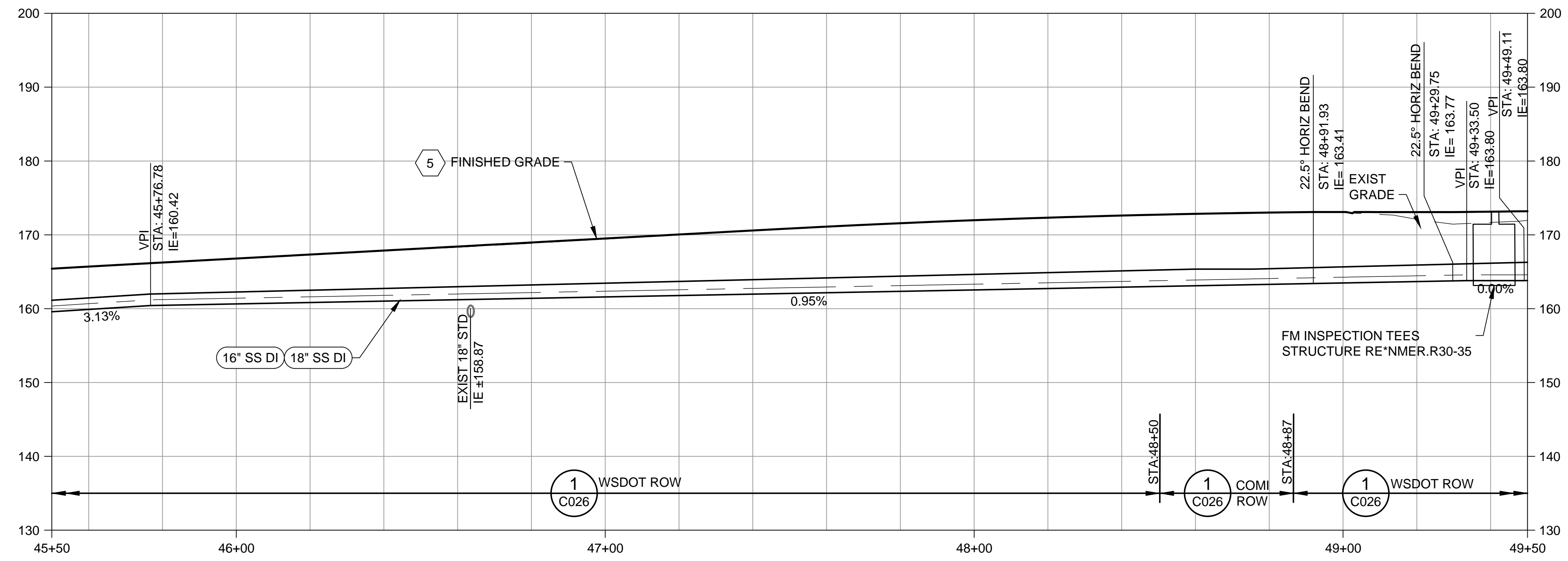
DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
**NMPS FORCE MAIN
PLAN AND PROFILE
STA 17+50 TO STA 21+50**

DATE:	PROJECT FILE NO: TBD
DRAWING NO: C306	SHT NO / TOTAL 294 / 535
REV NO:	





PLAN
SCALE: 1" = 20'



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

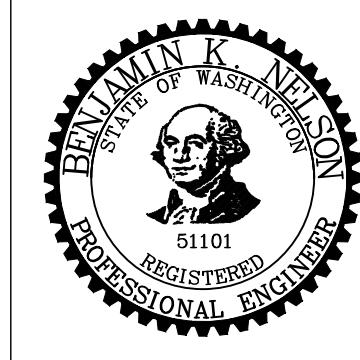
- KEY NOTES:**
1. REMOVE 60 LF OF 12" CON STORM DRAIN AND PROVIDE 54 LF OF 12" HDPE STORM DRAIN AND TWO TYPE A, 48" STORM DRAIN MAINTENANCE HOLES. SEE DRAWING C703 FOR STORM DRAIN RELOCATION PROFILE.
 2. NOT USED.
 3. NOT USED.
 4. NOT USED.
 5. SEE I-90 TRAIL RESTORATION SEGMENT A DRAWINGS, C451 - C457, FOR FINISHED GRADE.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.



CALL BEFORE YOU DIG: 811

NO	REVISION DESCRIPTION	BY	APVD	DATE



DESIGNED/DRAWN: B. NELSON
 PROJECT ENGINEER: B. NELSON
 DESIGN APPROVAL: J. PAULSON
 PROJECT ACCEPTANCE: M. REDMON

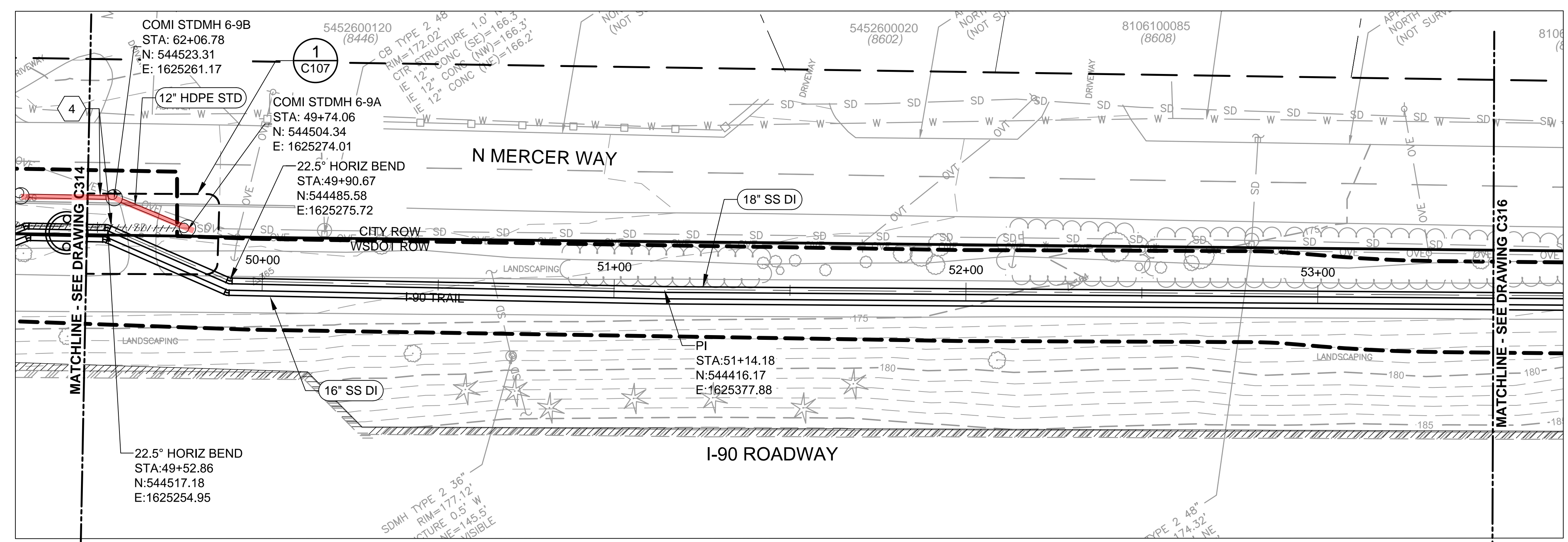
SCALE: AS NOTED
 REFERENCE 1"
 FACILITY NUMBER:
 CONTRACT NO.:



DEPARTMENT OF NATURAL RESOURCES & PARKS
 WASTEWATER TREATMENT DIVISION
 NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
 INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
**NMPS FORCE MAIN
 PLAN AND PROFILE
 STA 45+50 TO STA 49+50**

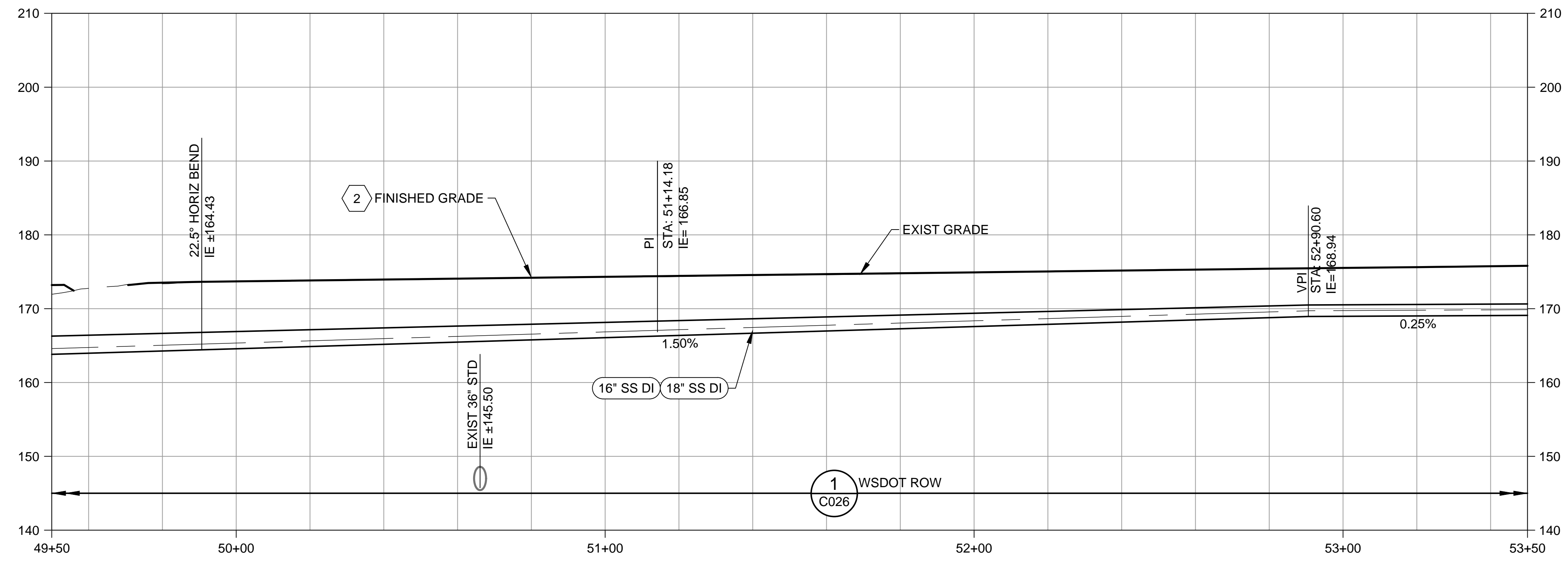
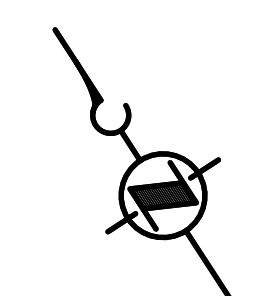
DATE: APRIL 2021
 PROJECT FILE NO: TBD
 DRAWING NO: **C314**
 SHT NO / TOTAL: 307 / 542
 REV NO:

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 PLOT DATE: 2/17/2021 4:13 AM
 PLOTTED BY: D.Aurora, Inspec



PLAN
SCALE: 1" = 20'

- KEY NOTES:**
1. NOT USED.
 2. SEE I-90 TRAIL RESTORATION SEGMENT A DRAWINGS, C451 - C457, FOR FINISHED GRADE.
 3. NOT USED.
 4. REMOVE 60 LF OF 12" CON STORM DRAIN AND PROVIDE 60 LF OF 12" HDPE STORM DRAIN AND TWO TYPE A, 48" STORM DRAIN MAINTENANCE HOLES. SEE DRAWING C703 FOR STORM DRAIN RELOCATION PROFILE.



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

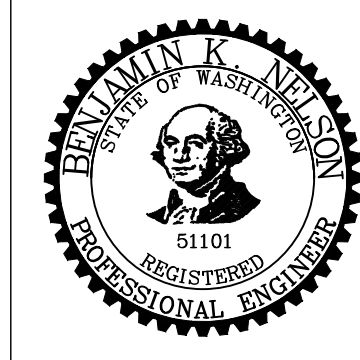
RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.



CALL BEFORE YOU DIG: 811

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PLOT DATE: 2/17/2021 4:18 AM
PLOT BY: J. D. A. / J. A. S.

NO	REVISION DESCRIPTION	BY	APVD	DATE



DESIGNED/DRAWN:
B. NELSON

PROJECT ENGINEER:
B. NELSON

DESIGN APPROVAL:
J. PAULSON

PROJECT ACCEPTANCE:
M. REDMON

SCALE:
AS NOTED

REFERENCE
1"

FACILITY NUMBER:

CONTRACT NO.:



DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION

**NMPS FORCE MAIN
PLAN AND PROFILE
STA 49+50 TO STA 53+50**

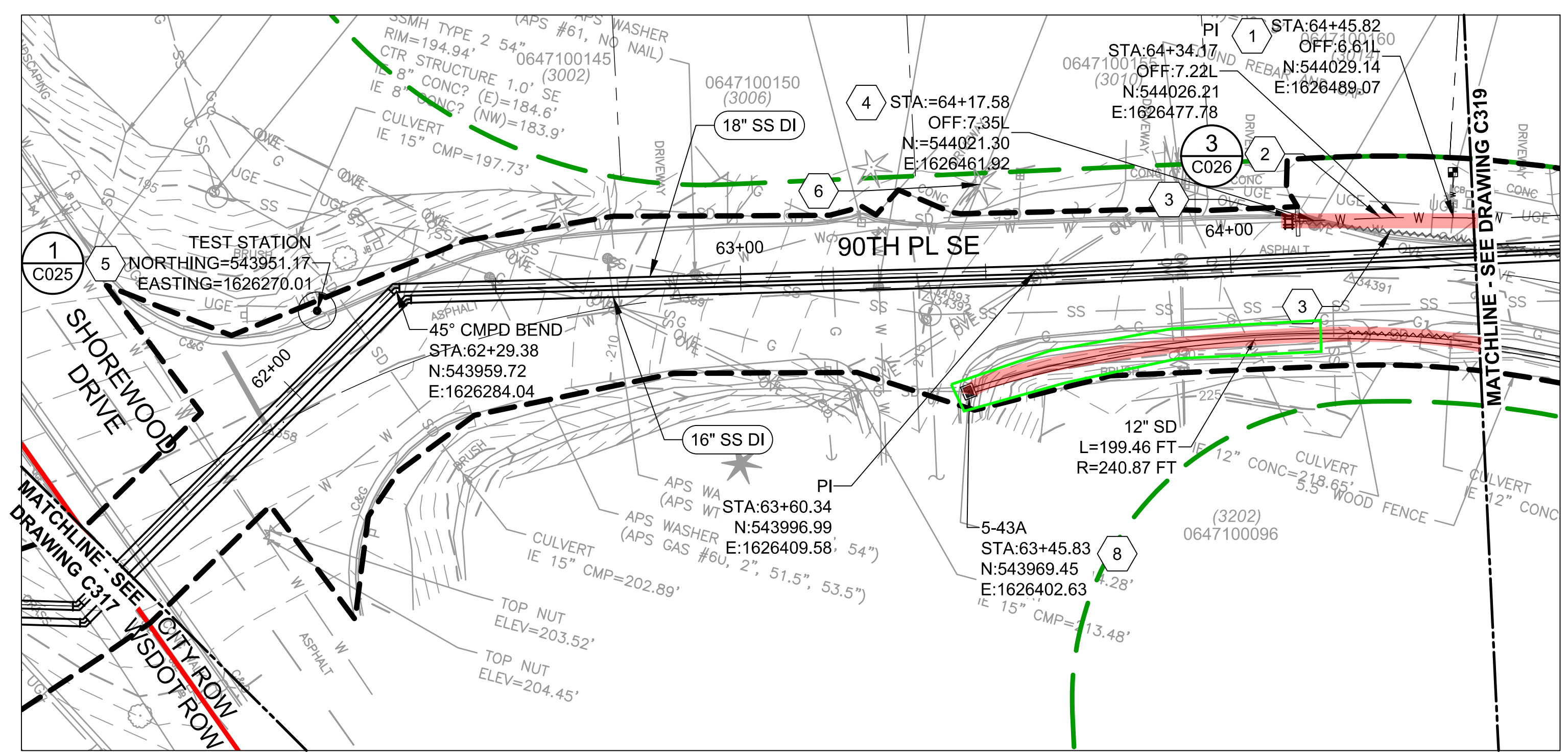
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APRIL 2021

PROJECT FILE NO:
TBD

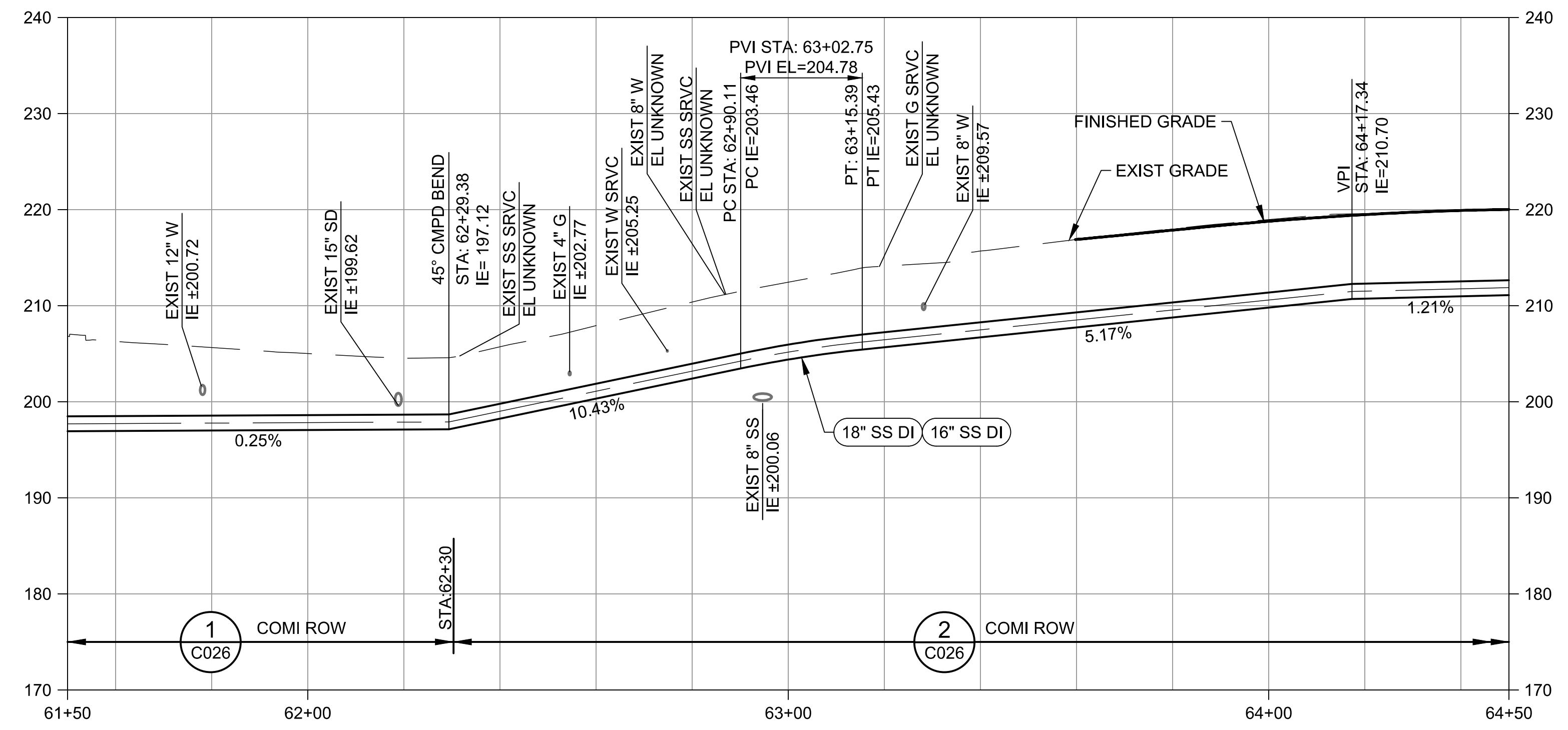
DRAWING NO:
C315

SHT NO / TOTAL
308 / 542

REV NO:



PLAN
SCALE: 1" = 20'



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

NOTES:

- OVERHEAD UTILITIES NOT NECESSARILY ALL SHOWN, FOR CLARITY. SEE G200 SERIES FOR OVERHEAD UTILITY LOCATIONS.
- SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.
- SEE C707 FOR STORM DRAINAGE PROFILE INFORMATION.

KEY NOTES:

- REMOVE WATER METER AND PROVIDE NEW WATER METER 3 FT FROM ROW LINE.
- PROVIDE 150 LF OF FULLY RESTRAINED 6" DI CL 52 WATER MAIN IN ACCORDANCE WITH CITY OF MERCER ISLAND STANDARD DETAILS AND SPECIFICATIONS. SEE DRAWING C702 FOR WATER RELOCATION PROFILE.
- ABANDON EXISTING WATER MAIN. CUT, REMOVE, AND CAP ABANDONED PORTION AS NEEDED FOR CONSTRUCTION. CONNECT TO EXISTING WATER MAIN WITH COUPLER. FIELD VERIFY EXISTING PIPE MATERIAL AND ELEVATION IN ADVANCE OF CONSTRUCTION.
- CONNECT TO EXISTING WATER MAIN WITH COUPLER. FIELD VERIFY EXISTING PIPE MATERIAL AND ELEVATION IN ADVANCE OF CONSTRUCTION.
- IN-LINE PIPE ANCHOR PER CITY OF MERCER ISLAND STANDARD DETAIL W-6B.
- TEST STATION TO BE PROVIDED AT LOCATION SHOWN, 6" BEHIND CURB. CABLES FROM BOTH 16" AND 18" SS TO BE CONTAINED IN THE SAME TEST STATION.
- ARBORIST MUST BE PRESENT IF ASPHALT IS REMOVED WITHIN MLOD. SEE C200 SERIES SHEETS FOR MLOD AND RLOD LOCATION INFORMATION.
- CUT AND REMOVE EXISTING 12" CULVERT AS NECESSARY TO CONNECT CB TO EXISTING PIPE.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

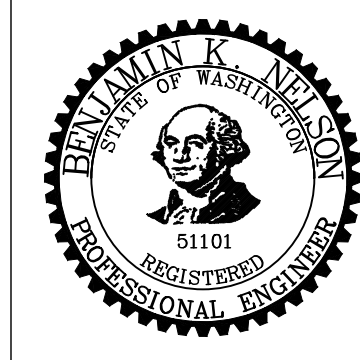
SD PIPES AND CATCH BASINS BOXED IN GREEN HAVE BEEN ADDED PER CITY REQUEST AT THEIR EXPENSE.



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 PLOT DATE: 2/12/2020 10:02 PM
 PLOTTED BY: D.Audra, Ismaic



CONVEYANCE PERMIT SET
MARCH 2020
AB 5882 Exhibit 2 | Page 25

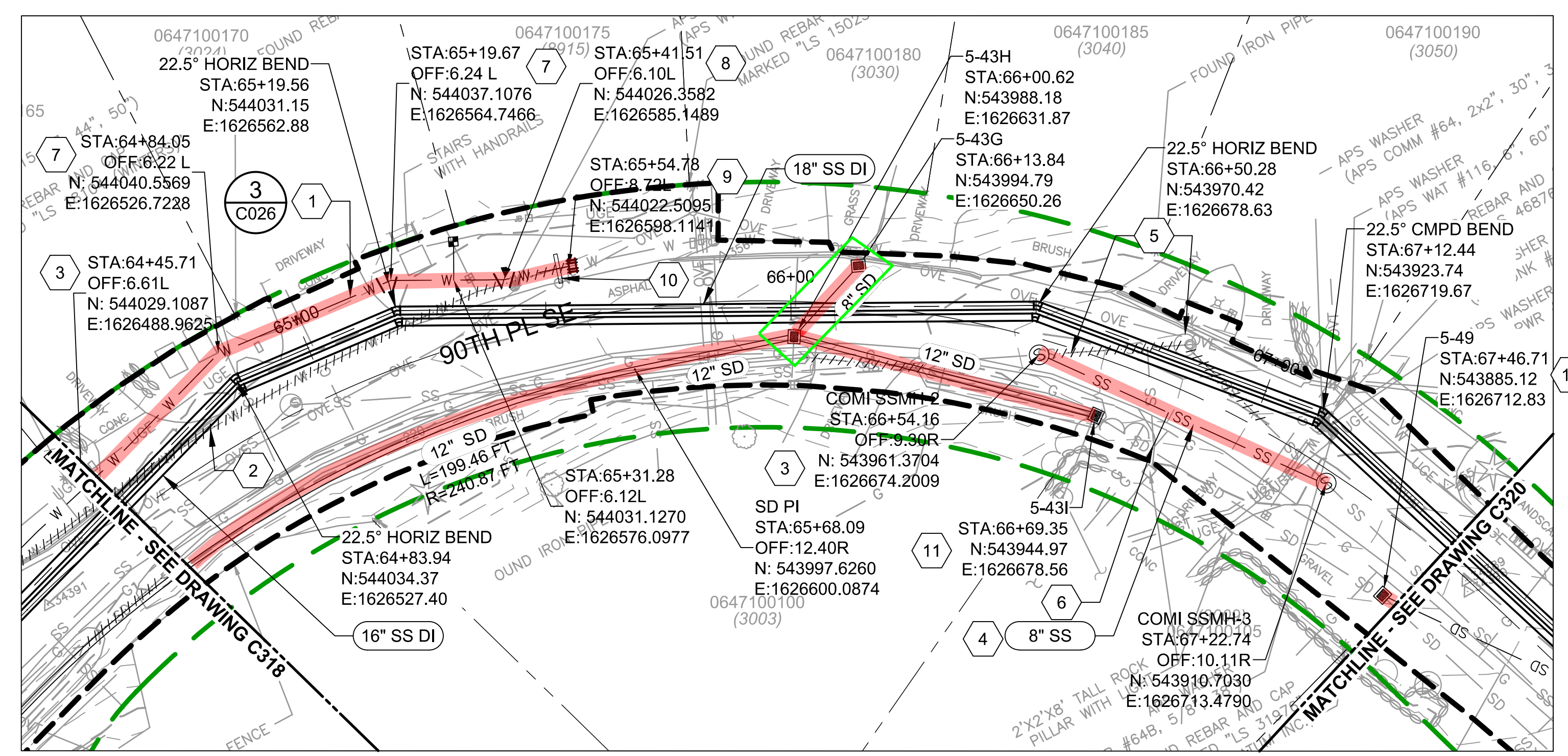


DESIGNED/DRAWN: B. NELSON
 PROJECT ENGINEER: J. CHAE
 DESIGN APPROVAL: R. BROWNE
 PROJECT ACCEPTANCE: C. SCHAUMBERG
 SCALE: AS NOTED
 REFERENCE: 1"
 CONTRACT NO.: C01340C20

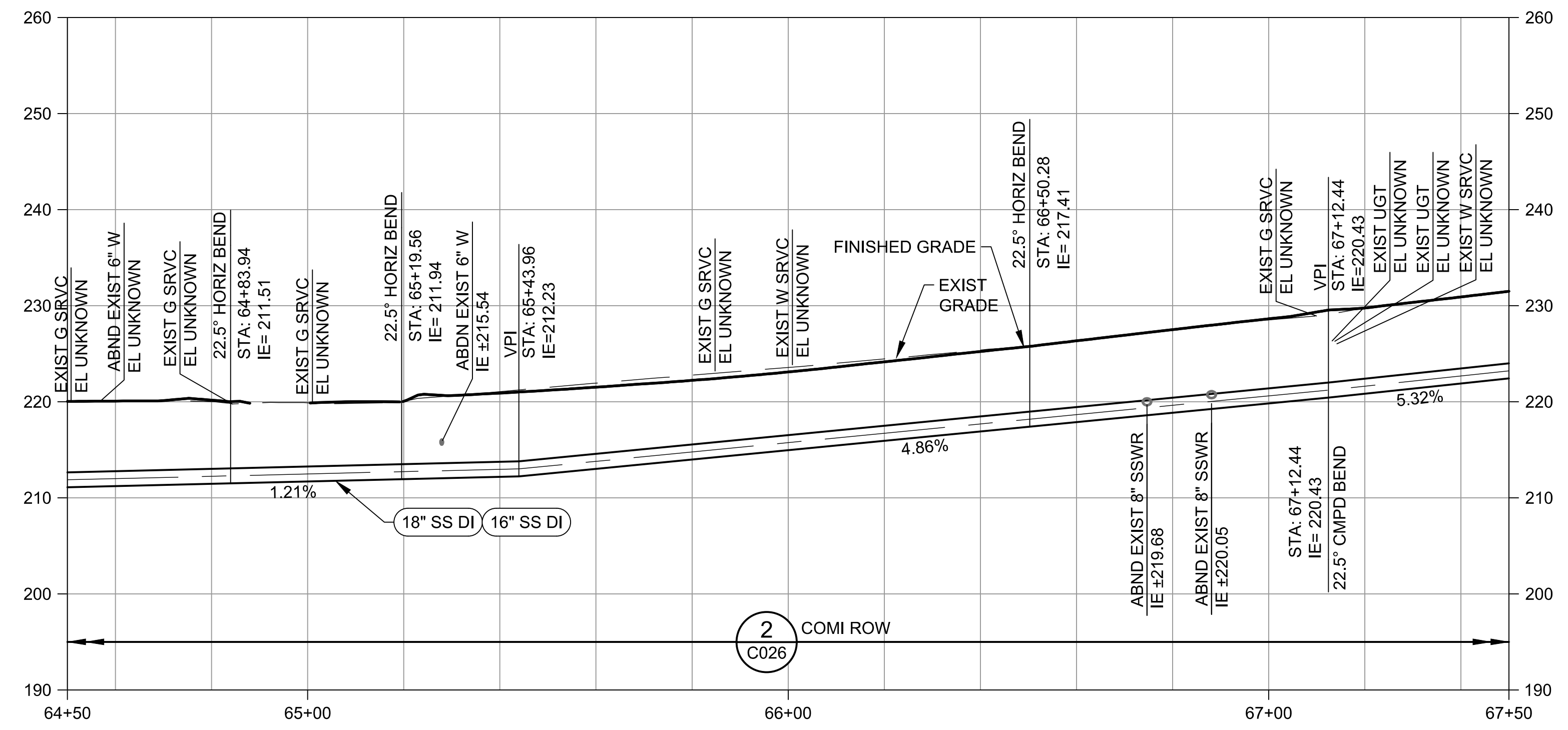


DEPARTMENT OF NATURAL RESOURCES & PARKS
 WASTEWATER TREATMENT DIVISION
 NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
 INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
**NMPS FORCE MAIN
 PLAN AND PROFILE
 STA 61+50 TO STA 64+50**

DATE:	
PROJECT FILE NO:	TBD
DRAWING NO:	C318
SHT NO / TOTAL	/
REV NO:	



PLAN
SCALE: 1" = 20'



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

NOTES:

- FOR CLARITY, NOT ALL OVERHEAD AND UNDERGROUND UTILITIES ARE SHOWN. SEE G200 SERIES FOR OVERHEAD AND UNDERGROUND UTILITY LOCATIONS.
- SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.
- SEE C707 FOR STORM DRAINAGE PROFILE INFORMATION.

KEY NOTES:

- PROVIDE 150 LF OF FULLY RESTRAINED 6" DI CL 52 WATER MAIN IN ACCORDANCE WITH CITY OF MERCER ISLAND STANDARD DETAILS AND SPECIFICATIONS. SEE DRAWING C702 FOR WATER RELOCATION PROFILE.
- REMOVE 145 LF OF 6" CI WATER MAIN.
- REMOVE AND INSTALL NEW 1" WATER METER PER CITY OF MERCER ISLAND STANDARD DETAIL W-13.
- PROVIDE 50 LF OF NEW 8" PVC ASTM D3034, SDR35 SS PIPE ALONG WITH TWO NEW 48" TYPE 1 SSMHs (COMI STD DET S-5). SEE DRAWING C701 FOR SEWER RELOCATION PROFILE.
- REMOVE 67 LF OF EXISTING 8" CONCRETE SS AND REMOVE ONE 54" TYPE 1 SSMH.
- PROVIDE NEW SIDE SEWER PIPE AS NEEDED TO CONNECT TO EXISTING SIDE SEWER WITH COUPLER PER SPECIFICATIONS. RECONNECT SIDE SEWER AS CLOSE TO SEWER MAIN AS POSSIBLE. NEW PORTION OF SIDE SEWER SHALL BE PER CITY OF MERCER ISLAND SEWER STANDARD DETAIL S-17. MATCH NEW SIDE SEWER MATERIAL TO EXISTING SIDE SEWER.
- 6" 22.5" DI BEND (MJ x MJ) FULLY RESTRAINED.
- 6" 11.25" DI BEND (MJ x MJ) FULL RESTRAINED.
- CUT AND REMOVE EXISTING WATER MAIN AS NEEDED. CONNECT TO EXISTING WATER MAIN WITH COUPLER. FIELD VERIFY EXISTING PIPE MATERIAL AND ELEV IN ADVANCE OF CONSTRUCTION.
- IN-LINE PIPE ANCHOR PER CITY OF MERCER ISLAND STANDARD DETAIL W-6B.
- CUT AND REMOVE EXISTING 12" AND 8" CULVERTS AS NECESSARY TO CONNECT CB TO EXISTING PIPES.
- REPLACE EXISTING CB STRUCTURE WITH TYPE 1 CB.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

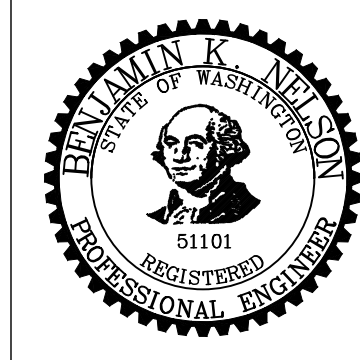
SD PIPES AND CATCH BASINS BOXED IN GREEN HAVE BEEN ADDED PER CITY REQUEST AT THEIR EXPENSE.



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 PLOTTED BY: D.Audra, Ismaic



CONVEYANCE PERMIT SET
MARCH 2020
AB 5882 Exhibit 2 | Page 26



DESIGNED/DRAWN: B. NELSON
PROJECT ENGINEER: J. CHAE
DESIGN APPROVAL: R. BROWNE
PROJECT ACCEPTANCE: C. SCHAUMBERG

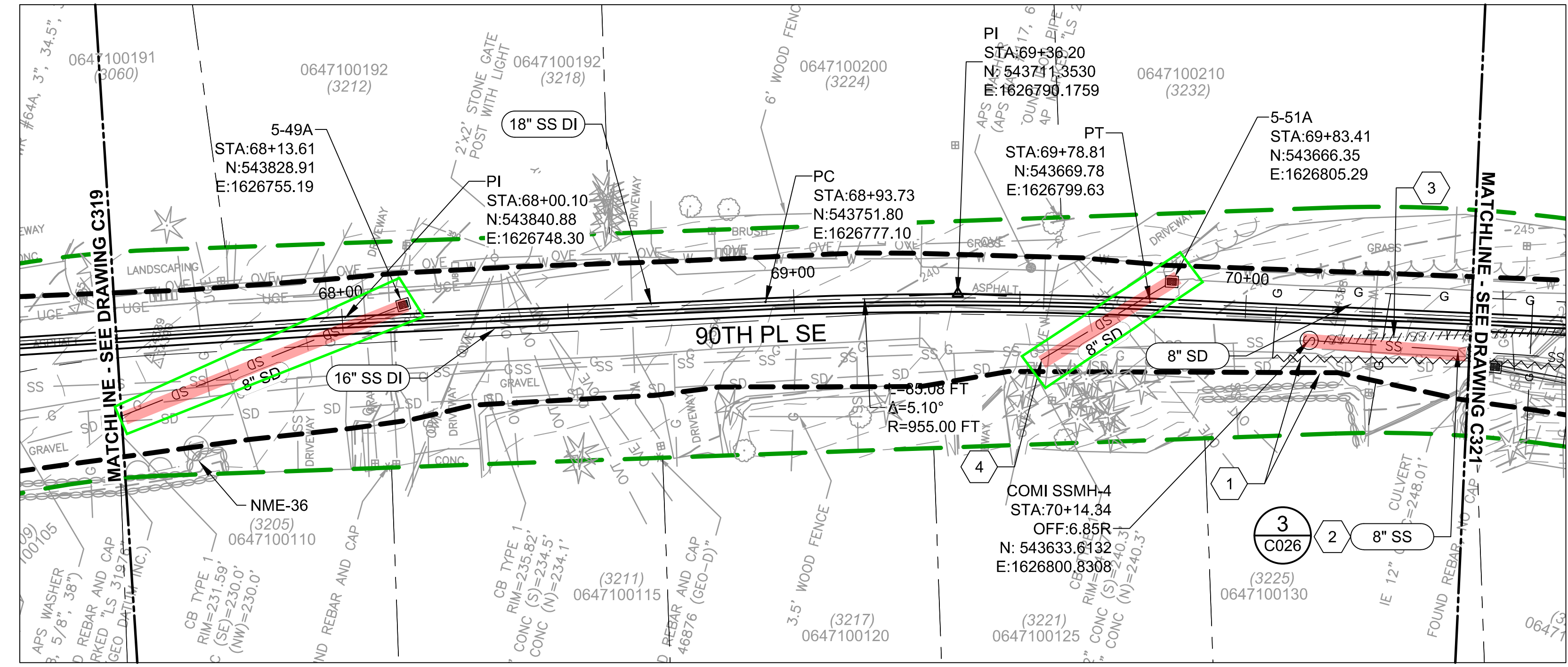
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FACILITY NUMBER:
CONTRACT NO: C01340C20



DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS

NMPS FORCE MAIN PLAN AND PROFILE
STA 64+50 TO STA 67+50

DATE:	
PROJECT FILE NO:	TBD
DRAWING NO:	C319
SHT NO / TOTAL	/
REV NO:	



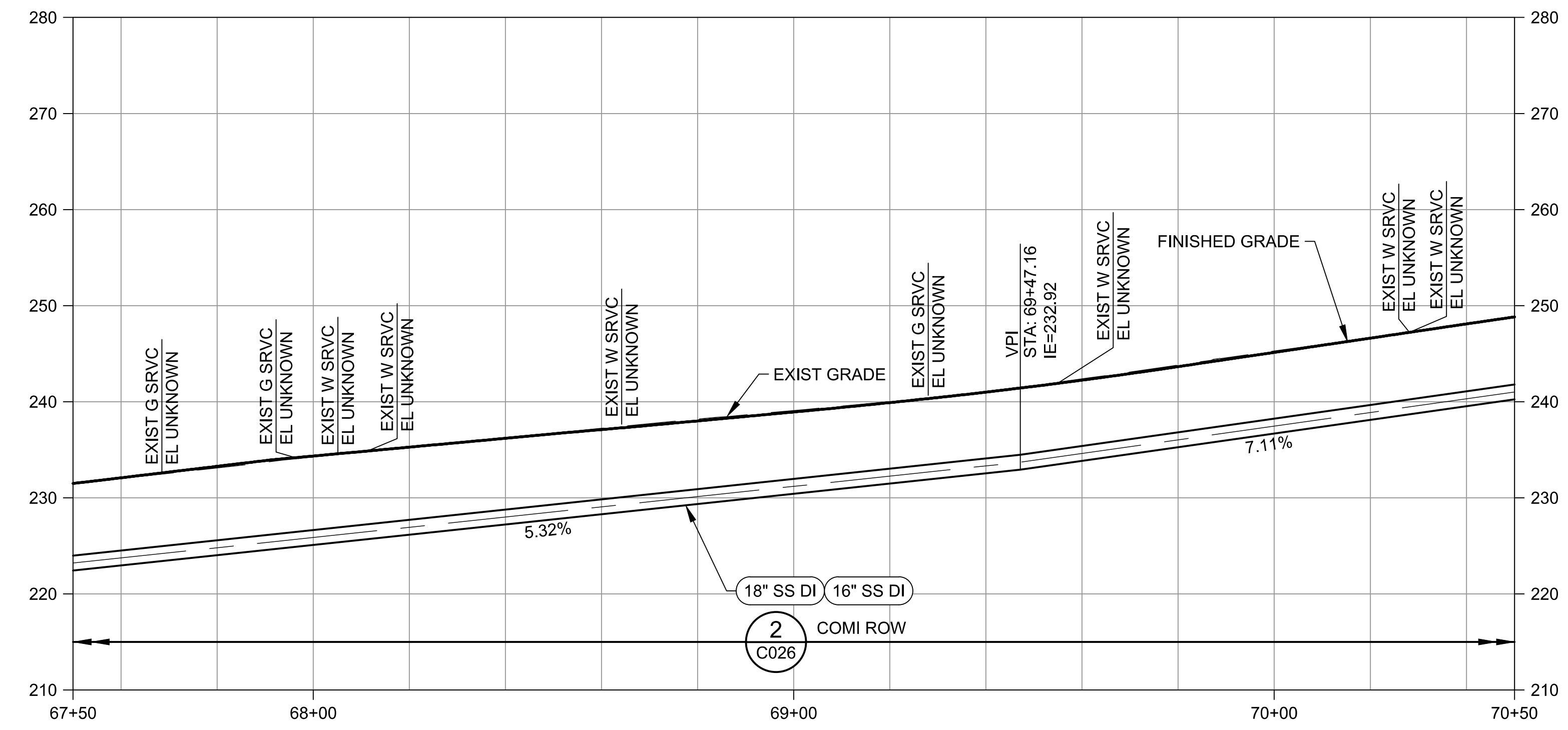
PLAN
SCALE: 1" = 20'

NOTES:

- FOR CLARITY, NOT ALL OVERHEAD AND UNDERGROUND UTILITIES ARE SHOWN. SEE G200 SERIES FOR OVERHEAD AND UNDERGROUND UTILITY LOCATIONS.
- SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.
- SEE C707 FOR STORM DRAINAGE PROFILE INFORMATION.

KEY NOTES:

- GAS LINE TO BE ABANDONED BY PSE IN ADVANCE OF CONSTRUCTION. REMOVE ABANDONED PIPE AS NEEDED TO COMPLETE WORK. AFTER REMOVING PIPE, CAP ENDS OF ADJACENT PIPE TO REMAIN IN THE GROUND. CONFIRM LINE HAS BEEN DEACTIVATED BEFORE BEGINNING WORK.
- PROVIDE 124 LF OF NEW 8" PVC ASTM D3034, SDR35 SS PIPE ALONG WITH A NEW 48" TYPE 1 SSMH. SEE DRAWING C701 FOR SEWER RELOCATION PROFILE.
- REMOVE 175 LF OF EXISTING 8" CONCRETE SS AND REMOVE TWO 54" TYPE 1 SSMHs.
- CONNECT 8" SD TO EXISTING TYPE 1 CB.



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

SD PIPES AND CATCH BASINS BOXED IN GREEN HAVE BEEN ADDED PER CITY REQUEST AT THEIR EXPENSE.



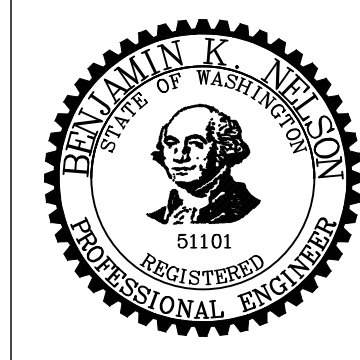
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PLOT BY: D.Audra, Ismael

NO	REVISION DESCRIPTION	BY	APVD	DATE



CONVEYANCE PERMIT SET
MARCH 2020
AB 5882

Exhibit 2 | Page 27



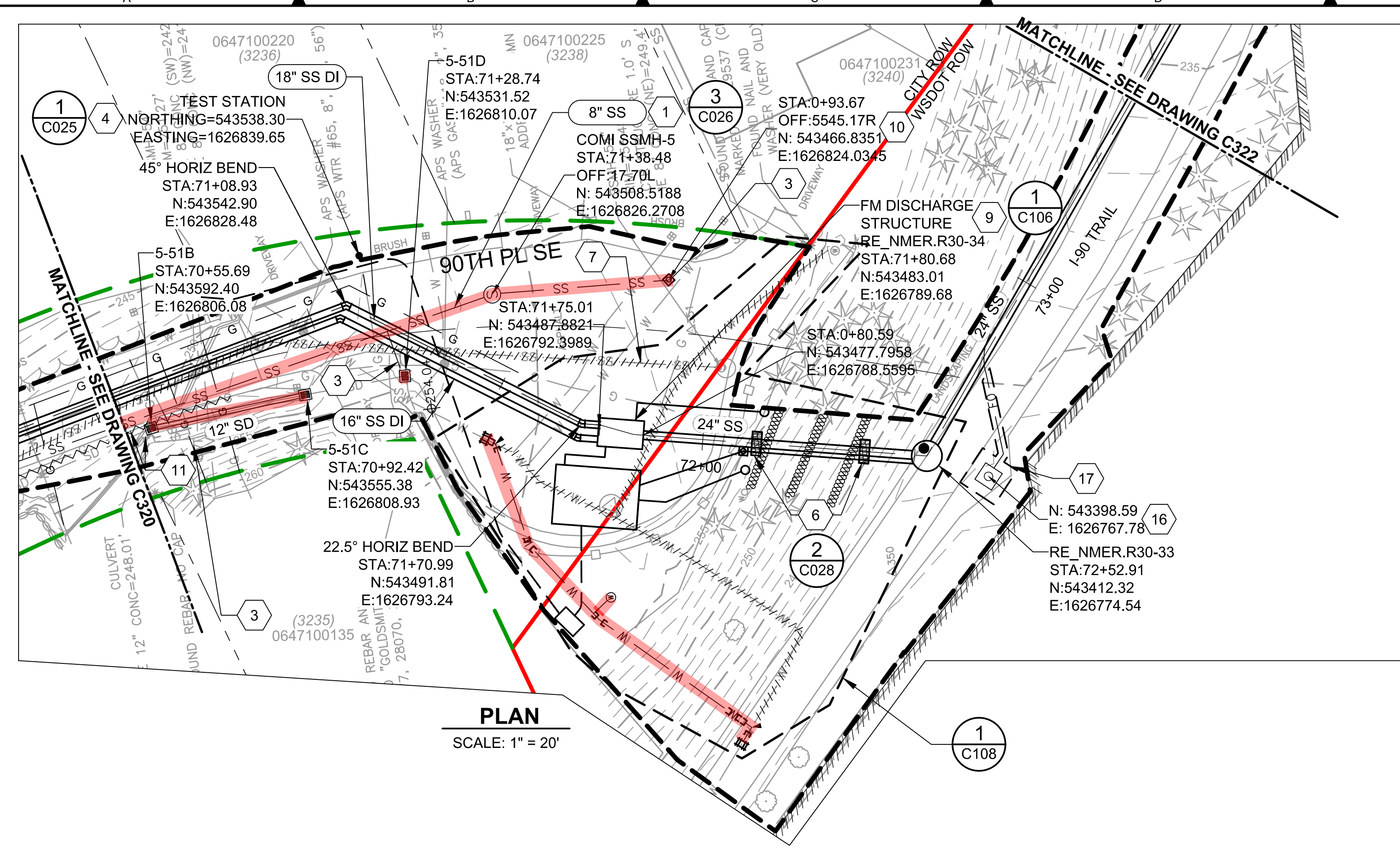
DESIGNED/DRAWN: B. NELSON
PROJECT ENGINEER: J. CHAE
DESIGN APPROVAL: R. BROWNE
PROJECT ACCEPTANCE: C. SCHAUMBERG

SCALE: AS NOTED
REFERENCE: 1"
FACILITY NUMBER:
CONTRACT NO: C01340C20

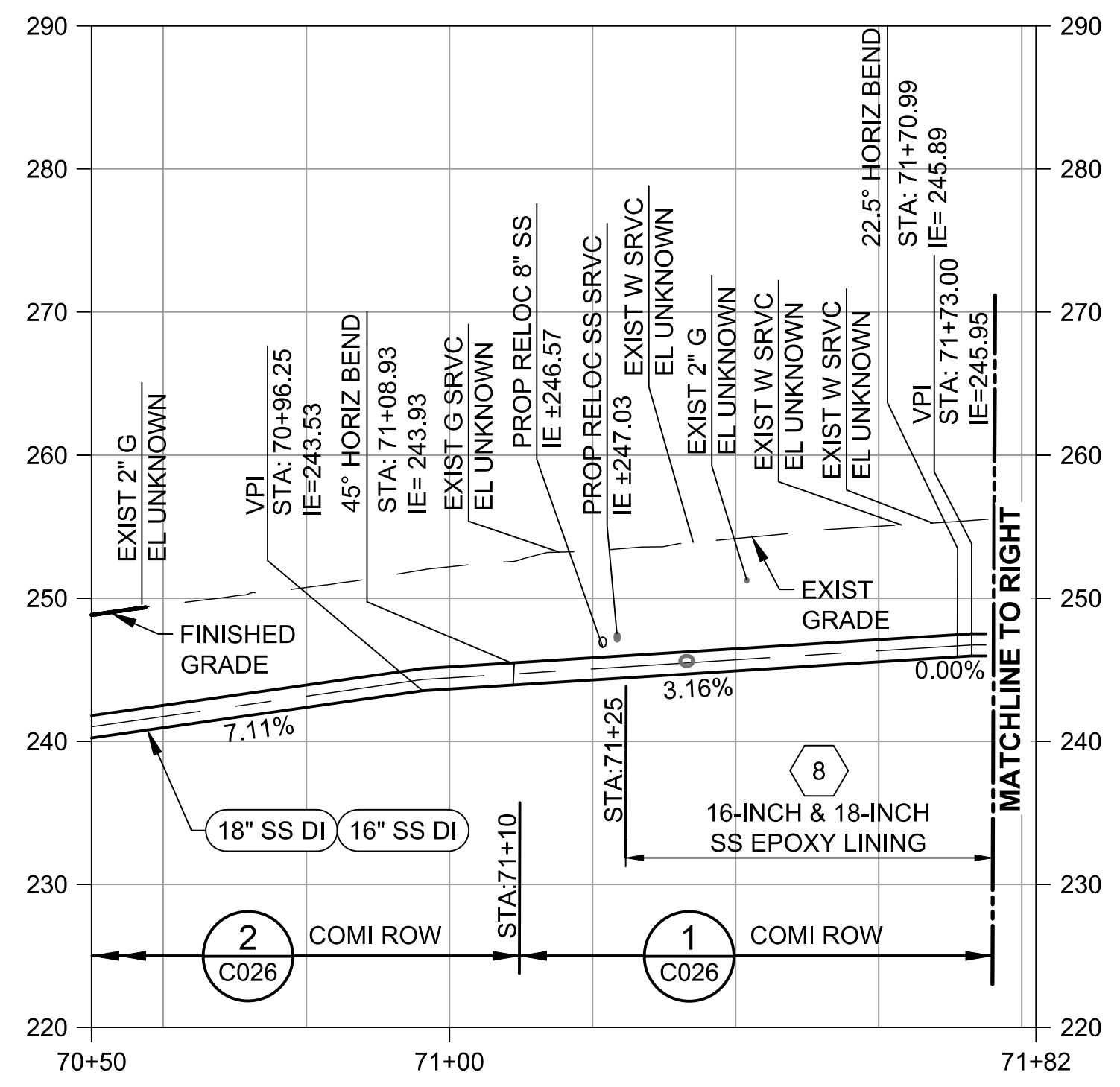


DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
NMPS FORCE MAIN PLAN AND PROFILE
STA 67+50 TO STA 70+50

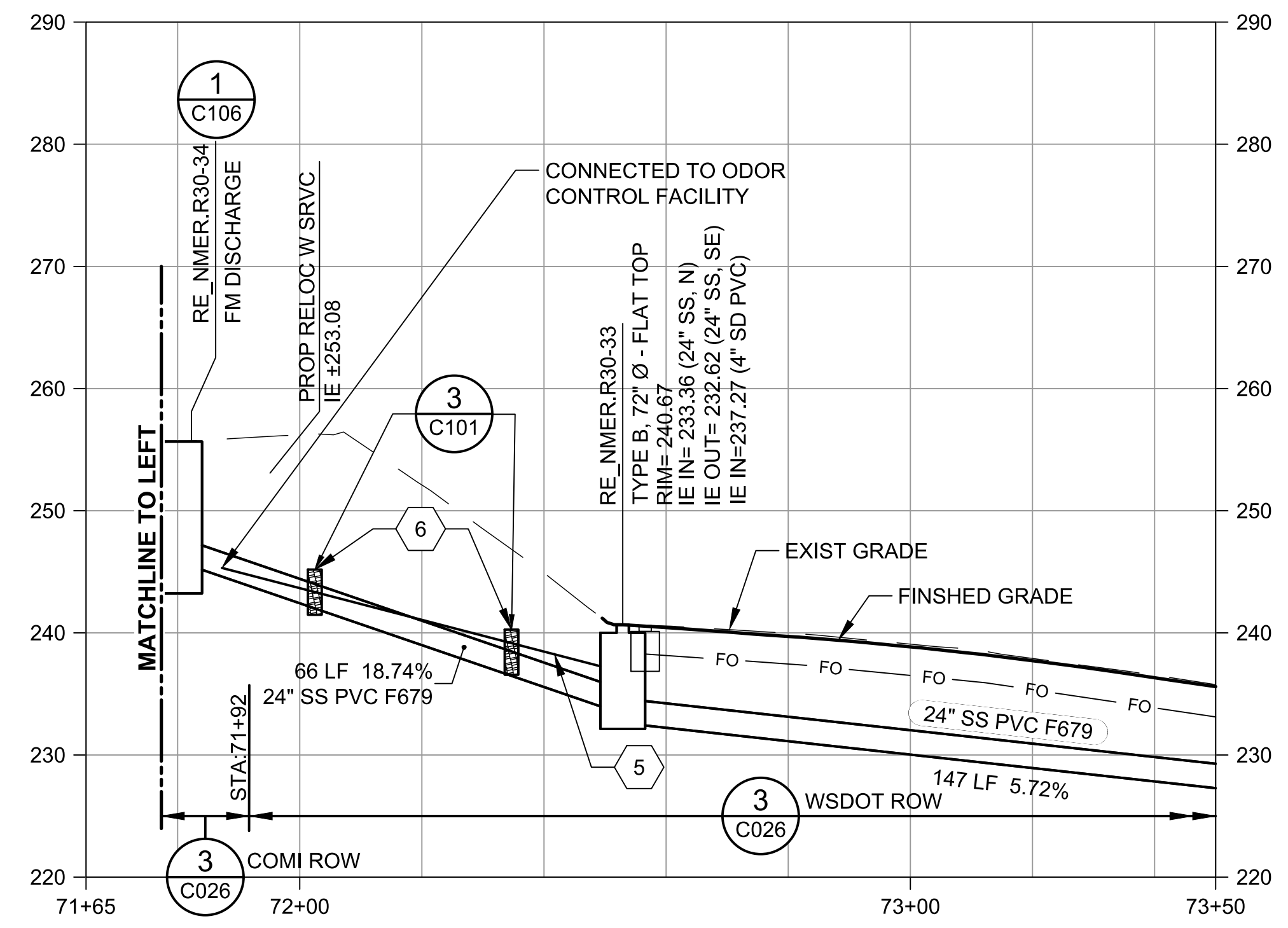
DATE:
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DRAWING NO: **C320**
SHT NO / TOTAL: /
REV NO:



PLAN
SCALE: 1" = 20'



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'



PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

NOTES:

- OVERHEAD UTILITIES NOT SHOWN FOR CLARITY. SEE C100 SERIES FOR OVERHEAD UTILITY LOCATIONS.
- SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.
- SEE C707 FOR STORM DRAINAGE PROFILE INFORMATION.

KEY NOTES:

- PROVIDE 124 LF OF NEW 8" PVC ASTM D3034, SDR35 SS PIPE ALONG WITH A NEW 48" TYPE 1 SSMH. SEE DRAWING C701 FOR SEWER RELOCATION PROFILE.
- NOT USED.
- PROVIDE NEW SIDE SEWER PIPE AS NEEDED TO CONNECT TO EXISTING SIDE SEWER WITH COUPLER PER SPECIFICATIONS. CONTRACTOR TO FIELD VERIFY SIDE SEWER LOCATION AND RECONNECT SIDE SEWER AS CLOSE TO SEWER MAIN AS POSSIBLE. NEW PORTION OF SIDE SEWER SHALL BE PER CITY OF MERCER ISLAND SEWER STANDARD DETAIL S-17. MATCH NEW SIDE SEWER MATERIAL TO EXISTING SIDE SEWER.
- NOT USED.
- 4" SANITARY DRAIN PIPE AT APPROX 12% SLOPE.
- BENTONITE TRENCHSTOPS PLACED BEHIND THE SOCKET OF EACH PVC PIPE SEGMENT ALONG THE EMBANKMENT.
- ABANDON 178 LF OF EXISTING 8" CONCRETE SS AND TWO 54" TYPE 1 SSMHs AND REMOVE AS NECESSARY.
- 16-INCH AND 18-INCH TO BE EPOXY LINED FOR EXTENTS SHOWN ON THE PROFILE ROUNDED UP TO THE NEAREST FULL PIPE LENGTH. EPOXY LINED DI PIPE SHALL EXTEND TO AT LEAST THE EXTENTS SHOWN IN THE PROFILE. EPOXY LINED DI PIPE SHALL BE PROVIDED IN FULL LENGTH PIPE STICKS ONLY AND SHALL NOT BE FIELD CUT.
- STATION, COORDINATES, AND RIM SHOWN REPRESENT THE CENTER OF THE FORCE MAIN DISCHARGE STRUCTURE.
- PROVIDE SIDE SEWER CLEAN OUT PER CITY OF MERCER ISLAND SEWER DETAIL S-19.
- GAS LINE TO BE ABANDONED BY PSE IN ADVANCE OF CONSTRUCTION. REMOVE ABANDONED PIPE AS NEEDED TO COMPLETE WORK. AFTER REMOVING PIPE, CAP ENDS OF ADJACENT PIPE TO REMAIN IN THE GROUND. CONFIRM LINE HAS BEEN DEACTIVATED BEFORE BEGINNING WORK.
- NOT USED.
- NOT USED.
- NOT USED.
- NOT USED.
- FIBER OPTIC VAULT, SEE DETAIL 1/C040.
- FIBER OPTIC IMPROVEMENT AREA, SEE SPECIFICATIONS FOR MEASUREMENT AND PAYMENT REQUIREMENTS.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

SD PIPES AND CATCH BASINS BOXED IN GREEN HAVE BEEN ADDED PER CITY REQUEST AT THEIR EXPENSE.

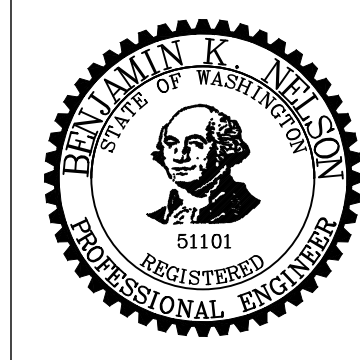


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 PLOTTED BY: D.Audra, Ismaic

NO	REVISION DESCRIPTION	BY	APVD	DATE



CONVEYANCE PERMIT SET
MARCH 2020
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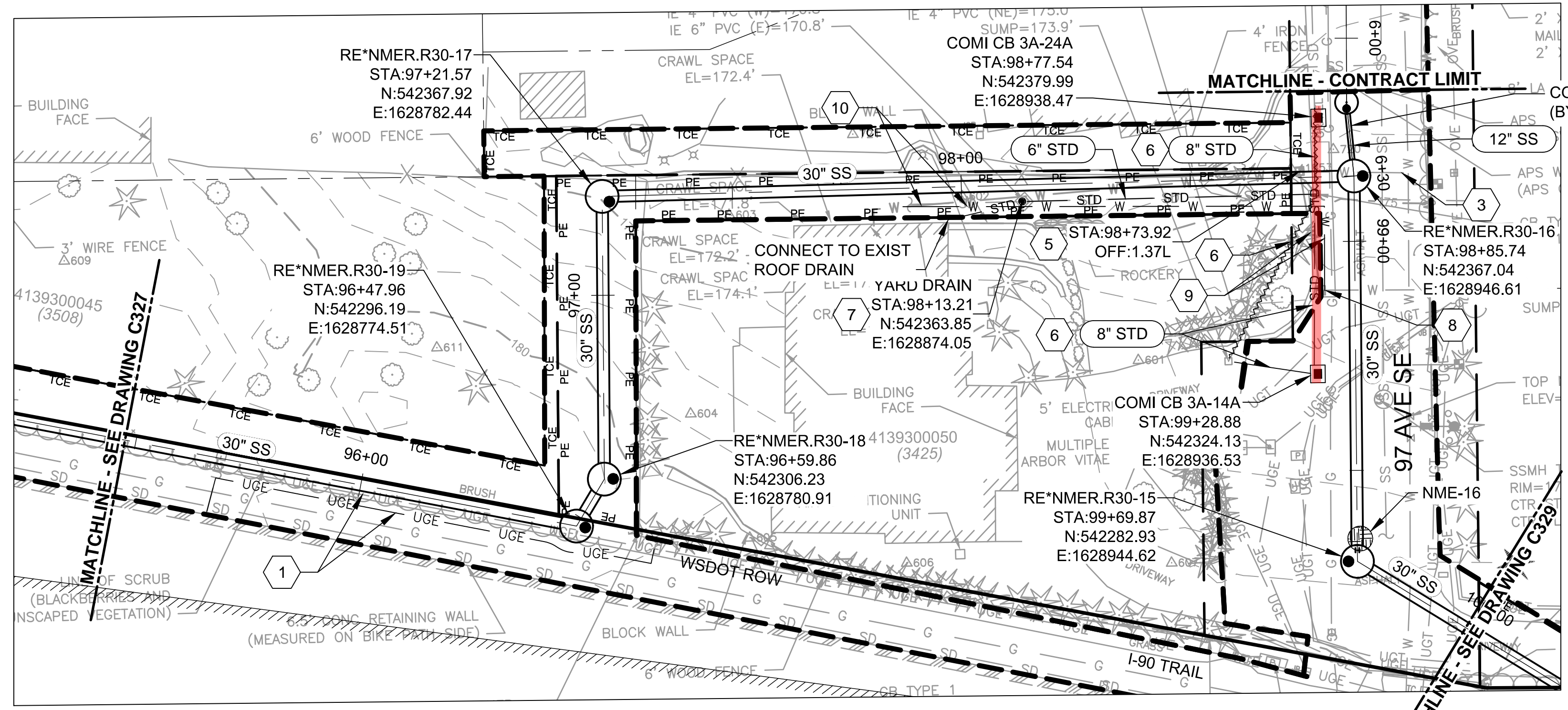


DESIGNED/DRAWN: B. NELSON	SCALE: AS NOTED
PROJECT ENGINEER: J. CHAE	0 REFERENCE 1"
DESIGN APPROVAL: R. BROWNE	FACILITY NUMBER:
PROJECT ACCEPTANCE: C. SCHAUMBERG	CONTRACT NO: C01340C20



DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
**NMPS FORCE MAIN
PLAN AND PROFILE
STA 70+50 TO STA 73+50**

DATE:	
PROJECT FILE NO:	TBD
DRAWING NO:	C321
SHT NO / TOTAL	/
REV NO:	

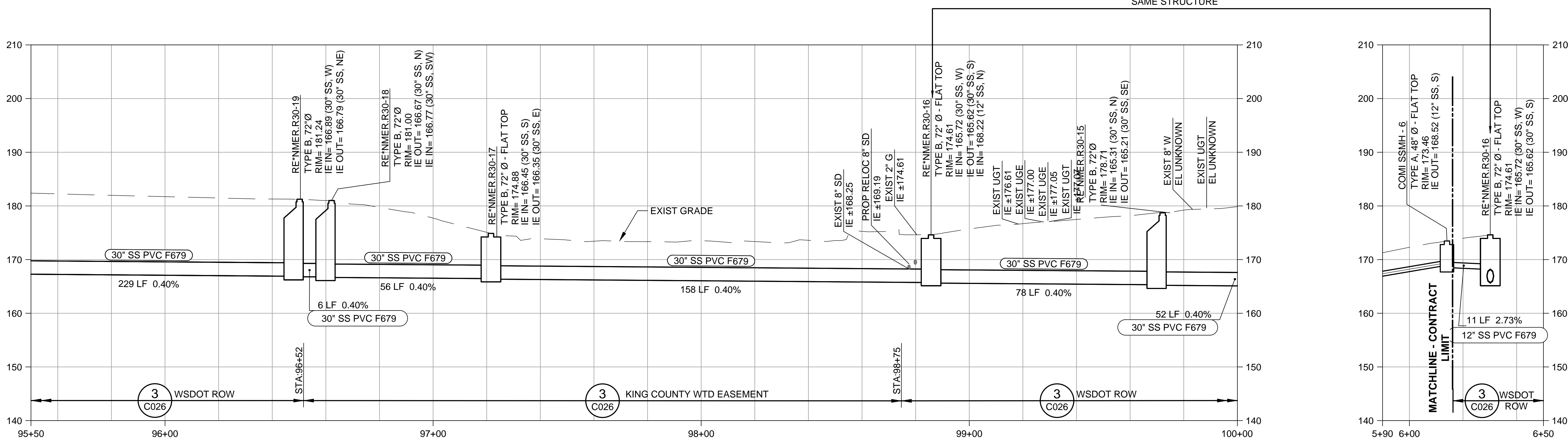


PLAN
SCALE: 1" = 20'

KEY NOTES:

- 108 LF OF UGE TO BE REMOVED FROM EXISTING ALIGNMENT AND HUNG ON THE INNER FACE OF THE RETAINING WALL, SUPPORTED BY EMBEDDED ANCHORS. COORDINATE WITH WSDOT FOR PROTECTIVE MEASURES REQUIRED DURING TEMPORARY RELOCATION. FOLLOWING CONSTRUCTION, REINSTATE THE 108 LF OF UGE AS SHOWN ON THE PLANS. PROVIDE 2 FT MINIMUM OF SEPARATION FROM ADJACENT UTILITIES. UPON REMOVAL FROM THE RETAINING WALL, VOID LEFT BY REMOVING ANCHORS SHALL BE COATED WITH EPOXY BONDING AGENT AND FILLED WITH MORTAR.
- COMI SSMH-6 TO BE INSTALLED BY OTHERS. CONNECTION OF THE GRAVITY PIPE TO THE COMI SSMH-6 WILL BE MADE BY CONTRACTOR. FOLLOWING CONNECTION TO THE COMI SSMH-6, CONTRACTOR TO COMPLETE THE INTERNAL BENCHING.
- TEMPORARILY RELOCATE THE WATER SERVICE AS NEEDED FOR CONSTRUCTION AND REINSTALL IN EXISTING LOCATION AFTER WORK IS COMPLETED.
- NOT USED.
- WATER METER HAS BEEN CONVERTED TO A JUNCTION BOX FOR THE CURRENT WATER SERVICE AND CAN BE REMOVED OR PROTECTED AS PART OF THE WATER SUPPLY LINE RELOCATION.
- ABANDON 40 LF OF 4" PVC AND REMOVE 19 LF OF 8" CMP STORM DRAIN AND PROVIDE 71 LF OF 8" PVC STORM DRAIN AND TWO TYPE 1 CATCH BASINS. SEE DRAWING C703 FOR STORM DRAIN RELOCATION PROFILE.
- REPLACE EXIST CB WITH YARD DRAIN ACCORDING TO DETAIL 1/C023. MATCH EXISTING CATCH BASIN RIM AND INVERT ELEVATIONS.
- SUPPORT AND PROTECT WATER METER FOR 3425 97TH AVE SE IN PLACE DURING CONSTRUCTION.
- SUPPORT OR RELOCATE WATER SUPPLY LINE AS NEEDED.
- REMOVE AND REPLACE EXISTING WATER SUPPLY LINE AS NEEDED TO COMPLETE CONSTRUCTION. DO NOT DISRUPT WATER SERVICE.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.



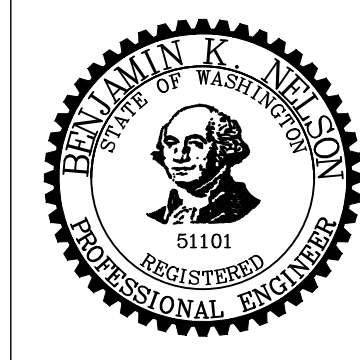
PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 10'



CALL BEFORE YOU DIG: 811

BORDER FILE EDITION: KCVITD-2012.Dwg-TP-Boarder
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PLOT DATE: 02/17/2021 5:37 AM
PLOT BY: D.Audra, Inraic

NO	REVISION DESCRIPTION	BY	APVD	DATE



DESIGNED/DRAWN: B. NELSON	SCALE: AS NOTED
PROJECT ENGINEER: B. NELSON	0 REFERENCE 1"
DESIGN APPROVAL: J. PAULSON	FACILITY NUMBER:
PROJECT ACCEPTANCE: M. REDMON	CONTRACT NO.:



DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
NORTH MERCER INTERCEPTOR PLAN AND PROFILE
STA 95+50 TO STA 100+00

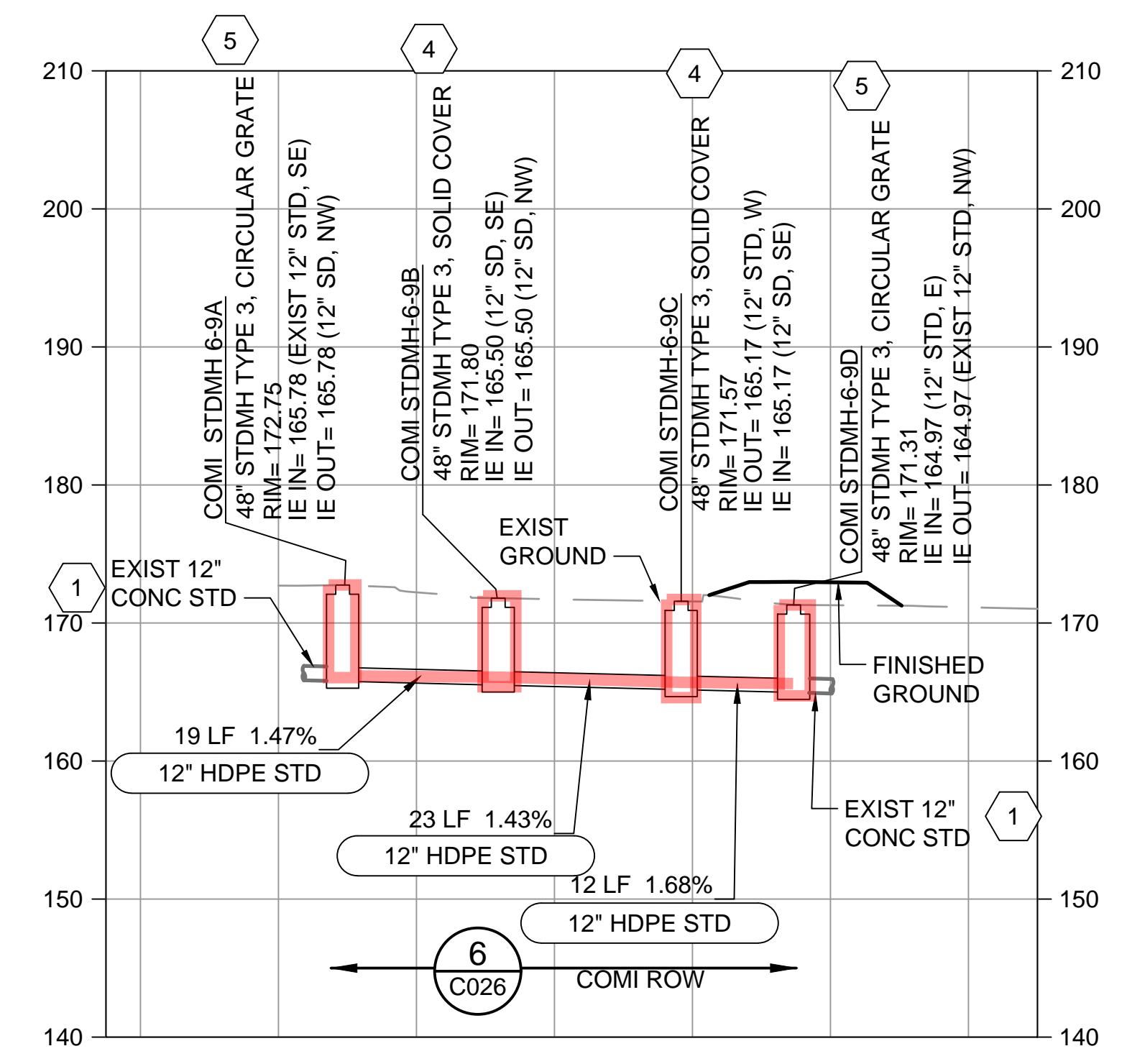
DATE: APRIL 2021
PROJECT FILE NO: TBD
DRAWING NO: C328
SHT NO / TOTAL 321 / 542
REV NO:

NOTES:

- SEE 6/C026 FOR TRENCH SECTION.

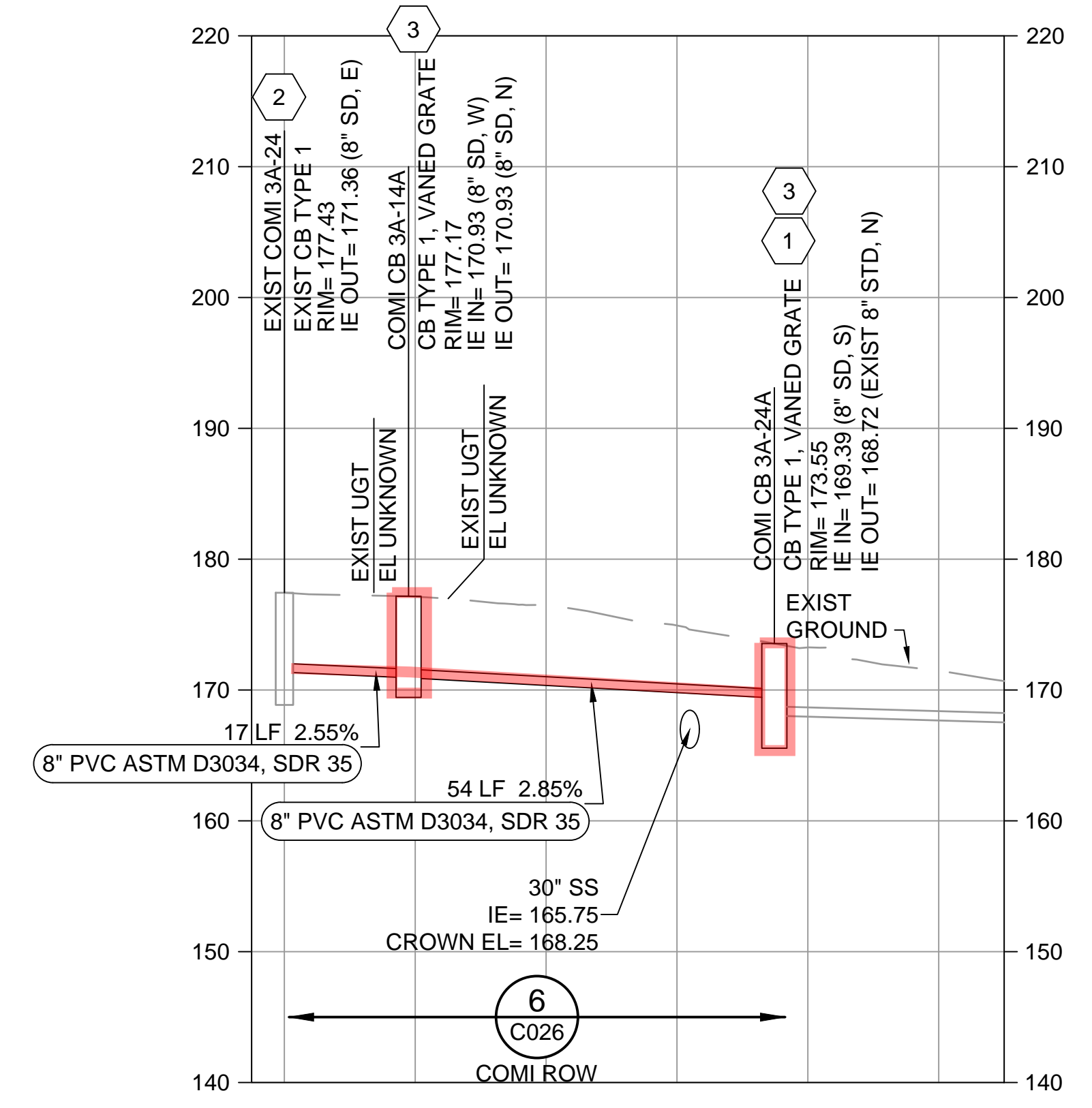
KEY NOTES:

- CUT AND REMOVE EXIST STD PIPE AS NEEDED. FIELD VERIFY EXIST PIPE MATERIAL, DIAMETER, AND ELEV IN ADVANCE OF CONSTRUCTION.
- CONNECT TO EXIST CB.
- PROVIDE CB TYPE 1 PER WSDOT STANDARD DETAIL B-5.20-02 WITH VANED GRATE PER WSDOT STANDARD DETAIL B-30.15-00.
- PROVIDE TYPE 3 STORM DRAIN MAINTENANCE HOLE PER WSDOT STANDARD PLAN B-15.60-02 WITH CIRCULAR COVER PER WSDOT STANDARD PLAN B-30.70-04.
- PROVIDE TYPE 3 STORM DRAIN MAINTENANCE HOLE PER WSDOT STANDARD PLAN B-15.60-02 WITH CIRCULAR GRATE PER WSDOT STANDARD PLAN B-30.80-01.



NOTE:
1. SEE DWG C314 AND C315 FOR PLAN VIEW

**N MERCER WAY STD RELOCATION
PROFILE (STA 48+00 TO STA 49+00)**
SCALE: HORIZ 1" = 20'
VERT 1" = 10'



NOTE:
1. SEE DWG C328 FOR PLAN VIEW

**97TH AVE SE STD RELOCATION
PROFILE (STA 98+00 TO STA 99+00)**
SCALE: HORIZ 1" = 20'
VERT 1" = 10'

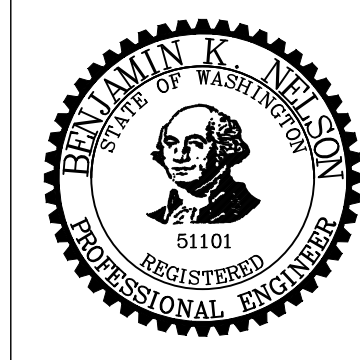
**RELOCATED, NEW, OR MODIFIED
CITY UTILITIES ARE HIGHLIGHTED
IN RED.**



CALL BEFORE YOU DIG: 811

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 PLOT DATE: 4/29/2021 7:17 PM
 PLOTTED BY: D.Auria, Isaac

NO	REVISION DESCRIPTION	BY	APVD	DATE



DESIGNED/DRAWN:
I. D'AURIA

PROJECT ENGINEER:
B. NELSON

DESIGN APPROVAL:
J. PAULSON

PROJECT ACCEPTANCE:
M. REDMON

SCALE:
AS NOTED

REFERENCE
0 1'

FACILITY NUMBER:

CONTRACT NO.:

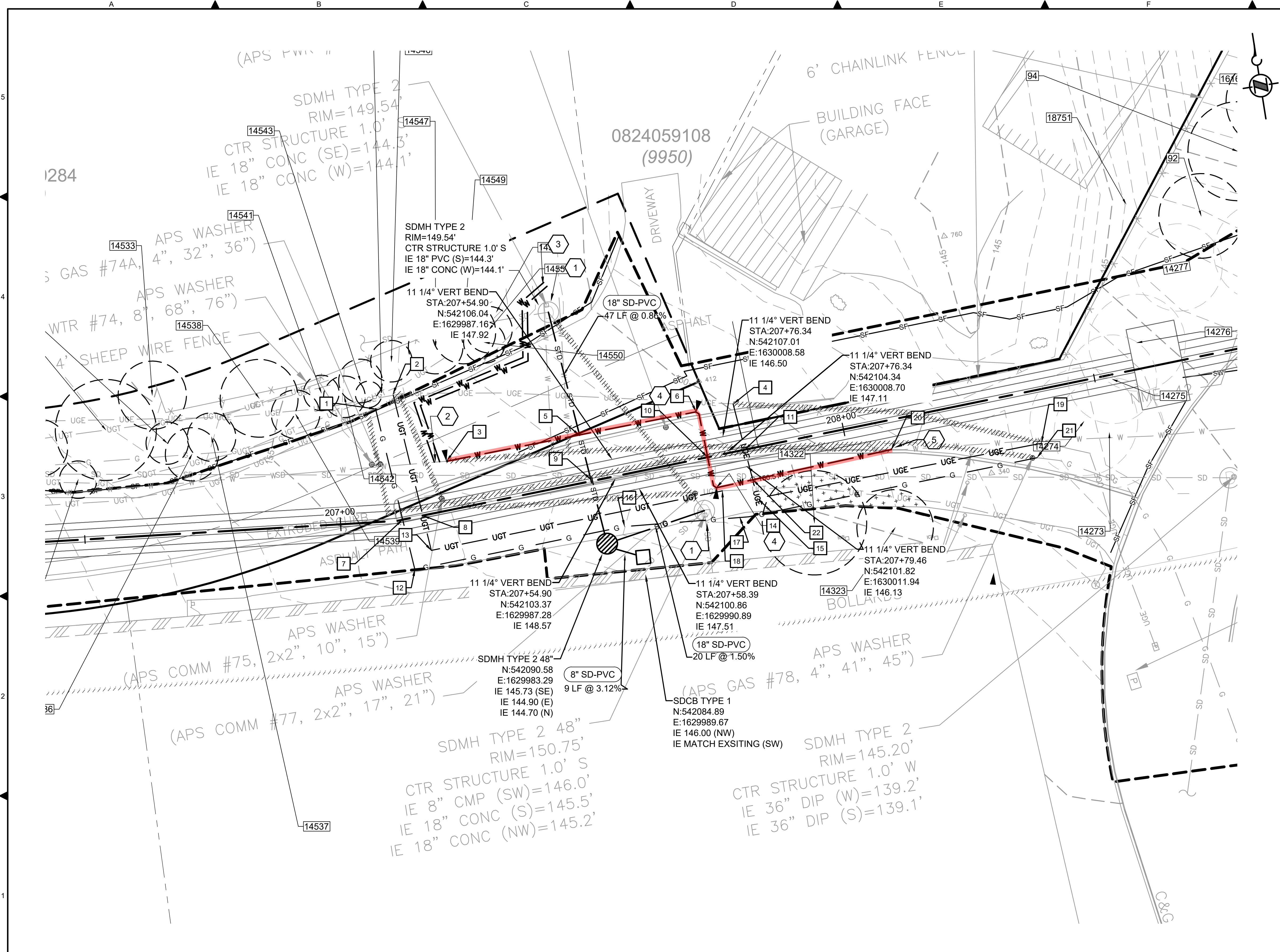


DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION

**NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS**

**N MERCER WAY STORM DRAIN
PROFILES**

DATE:	APRIL 2021
PROJECT FILE NO.:	TBD
DRAWING NO.:	C703
SHT NO / TOTAL	439 / 542
REV NO.:	



- NOTES:**
1. [YY] ARE WORKING POINTS FOR UTILITIES. SEE SHEET C706 FOR COORDIANTES OF RELOCATED UTILITIES.
 2. SEE DRAWING C331 FOR PROPOSED SIPHON PLAN AND PROFILE, WORK LIMITS AND OTHER REQUIREMENTS.
 3. THIS DRAWING AND C706 SHOW: EXISTING CONDITIONS; UTILITIES TO REMAIN; PROPOSED SIPHON SEWERS; AND PROPOSED RELOCATIONS OF TELECOM, POWER, GAS, WATER, AND STORM.
 4. TELECOM, POWER, AND GAS TO BE RELOCATED BY RESPECTIVE UTILITIES PRIOR TO CONTRACT C01340C20 CONSTRUCTION. LOCATIONS SHOWN ARE PROPOSED DESIGN. CONTRACTOR SHALL VERIFY INSTALLED LOCATIONS PRIOR TO CONSTRUCTION.
 5. WATER MAIN AND STORM DRAINAGE MODIFICATIONS ARE PART OF CONTRACT C01340C20.
 6. ALL INDIVIDUAL SERVICE LINES ARE TO REMAIN OPERATIONAL AT ALL TIMES. TEMPORARY SERVICE LINES SHALL BE ASSUMED NECESSARY FOR THE WATER MAIN RELOCATIONS.
 7. WATER MAIN TO BE REMOVED TO THE LIMITS OF WATER MAIN RELOCATION (WORK POINTS 3 AND 20) DURING SEWER CONSTRUCTION AND RELOCATED AS SHOWN IN THE PLANS AS SOON AS POSSIBLE THERE AFTER.

- # KEY NOTES:**
1. REMOVE EXISTING STORM DRAIN BEING RELOCATED. PROVIDE PROPOSED STORM DRAIN AT SAME INVERT ELEVATION. RECONSTRUCT CATCH BASIN WALL.
 2. CUT AND CAP EXISTING WATER MAIN JUST WEST OF WORK POINT 3 DURING INSTALLATION OF SANITARY SEWER SIPHON PIPES.
 3. PROVIDE TWO TEMPORARY WATER SERVICES TO EXISTING METERS AS SHOWN. TEMPORARY SERVICES SHALL BE INSTALLED AND IN SERVICE PRIOR TO REMOVING THE EXISTING WATER MAIN BETWEEN WORK POINTS 3 AND 20. REINSTATE PERMANENT WATER SERVICES IN THEIR EXISTING LOCATION AS PART OF WATER MAIN RELOCATION WORK AFTER SANITARY SEWER SIPHON PIPES ARE INSTALLED.
 4. 8" 45" DI CMPD BEND AND 8" 22.5" DI CMPD BEND. HORIZONTAL THRUST BLOCK PER CITY OF MERCER ISLAND STANDARD WATER DETAIL W-5B.
 5. CUT AND CAP EXISTING WATER MAIN JUST EAST OF WORK POINT 20 DURING INSTALLATION OF SANITARY SEWER SIPHON PIPES. REPLACE WATER MAIN TO WORK POINT 3 AS SHOWN.

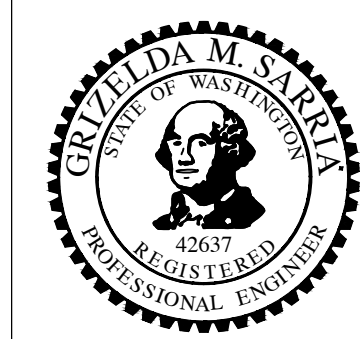
RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.



CALL BEFORE YOU DIG: 811

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 PLOT DATE: 4/6/2021 1:52:29 PM
 PLOTTED BY: Monis, Richard

NO	REVISION DESCRIPTION	BY	APVD	DATE



DESIGNED/DRAWN:
G. SARRIA
SCALE: AS NOTED
PROJECT ENGINEER:
G. SARRIA
SCALE: 0" REFERENCE 1"
DESIGN APPROVAL:
J. PAULSON
FACILITY NUMBER:
PROJECT ACCEPTANCE:
M. REDMON
CONTRACT NO.:



DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
UTILITY RELOCATION
STA 207+00 TO STA 209+00
SHEET 1 OF 2

DATE:
APRIL 2021
PROJECT FILE NO:
TBD
DRAWING NO:
C705
SHT NO / TOTAL
440 / 542
REV NO:

NOTES:

- TELECOM, POWER, AND GAS TO BE RELOCATED BY RESPECTIVE UTILITIES PRIOR TO CONTRACT C01340C20 CONSTRUCTION LOCATIONS SHOWN ARE PROPOSED DESIGNS. CONTRACTOR SHALL VERIFY INSTALLED LOCATIONS PRIOR TO CONSTRUCTION.

UTILITY RELOCATION ELEVATIONS									
Callout	NORTHING	EASTING	PROP SANITARY SEWER	WATER	UNDERGROUND TELECOM	UNDERGROUND ELECTRIC	GAS	STORM DRAIN	CONSTRUCTION STEPS FOR WATER RELOCATION
			IE OF 12" SS & 2-16" SS	CL OF 8" W	TOP OF UGT	TOP OF UGE	CL OF X" G	IE OF 18" SD	8" DI
1	-	-	-	-	-	-	Match Existing	-	
2	-	-	-	-	Match Existing	-	-	-	
3	-	-	-	Match Existing	-	-	-	-	CUT AND CAP EXISTING WATER LINE JUST WEST OF THIS POINT.
4	-	-	-	-	-	Match Existing	-	-	
5	542112.5	1629981	-	147.0	-	-	-	144.5	
6	542113.3	1630004	-	145.8	-	-	-	-	45 + 22.5 DEGREE BENDS ON THE PROPOSED WATER MAIN. HORIZONTAL THRUST BLOCK PER CITY OF MERCER ISLAND STANDARD WATER DETAIL W-5B.
7	542101.4	1629945	149.8	-	-	-	151.7	-	
8	542101.6	1629949	149.6	-	150.9	-	-	-	
9	542103.1	1629982	148.0	-	-	-	-	144.6	
10	542104.2	1630005	142.9	145.7	-	-	-	-	
11	542104.5	1630013	142.0	-	-	146.6	-	-	
12	542091.5	1629945	-	-	-	-	151.2	-	
13	542097.1	1629949	-	-	150.8	-	-	-	
14	542098.1	1630006	-	145.6	-	-	-	-	45 + 22.5 DEGREE BENDS ON THE PROPOSED WATER MAIN. HORIZONTAL THRUST BLOCK PER CITY OF MERCER ISLAND STANDARD WATER DETAIL W-5B.
15	542097.7	1630016	-	-	-	146.6	-	-	
16	542093.4	1629987	-	-	-	-	149.3	144.7	
17	542091.5	1630011	-	-	-	-	147.0	-	
18	-	-	-	-	Match Existing	-	-	-	
19	-	-	-	-	-	Match Existing	-	-	
20	-	-	-	Match Existing	-	-	-	-	CUT AND CAP EXISTING WATER LINE JUST EAST OF THIS POINT.
21	-	-	-	-	-	-	Match Existing	-	
22	542098.5	1630013	-	144.4	-	146.6	-	-	

O:\Projects\Seattle\12539\200-12539-18001\SupportDocs\Calcs

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

CALL BEFORE YOU DIG: 811



DESIGNED/DRAWN: G. SARRIA
 PROJECT ENGINEER: G. SARRIA
 DESIGN APPROVAL: J. PAULSON
 PROJECT ACCEPTANCE: M. REDMON

SCALE: AS NOTED
 REFERENCE: 1" = 100'
 FACILITY NUMBER:
 CONTRACT NO:



DEPARTMENT OF NATURAL RESOURCES & PARKS
 WASTEWATER TREATMENT DIVISION
 NORTH MERCER ISLAND INTERCEPTOR AND ENATAI
 INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS
UTILITY RELOCATION
STA 207+00 TO STA 209+00
SHEET 2 OF 2

DCN:
DATE: APRIL 2021
PROJECT FILE NO: TBD
DRAWING NO: C706
SHT NO / TOTAL: 441 / 542
REV NO:

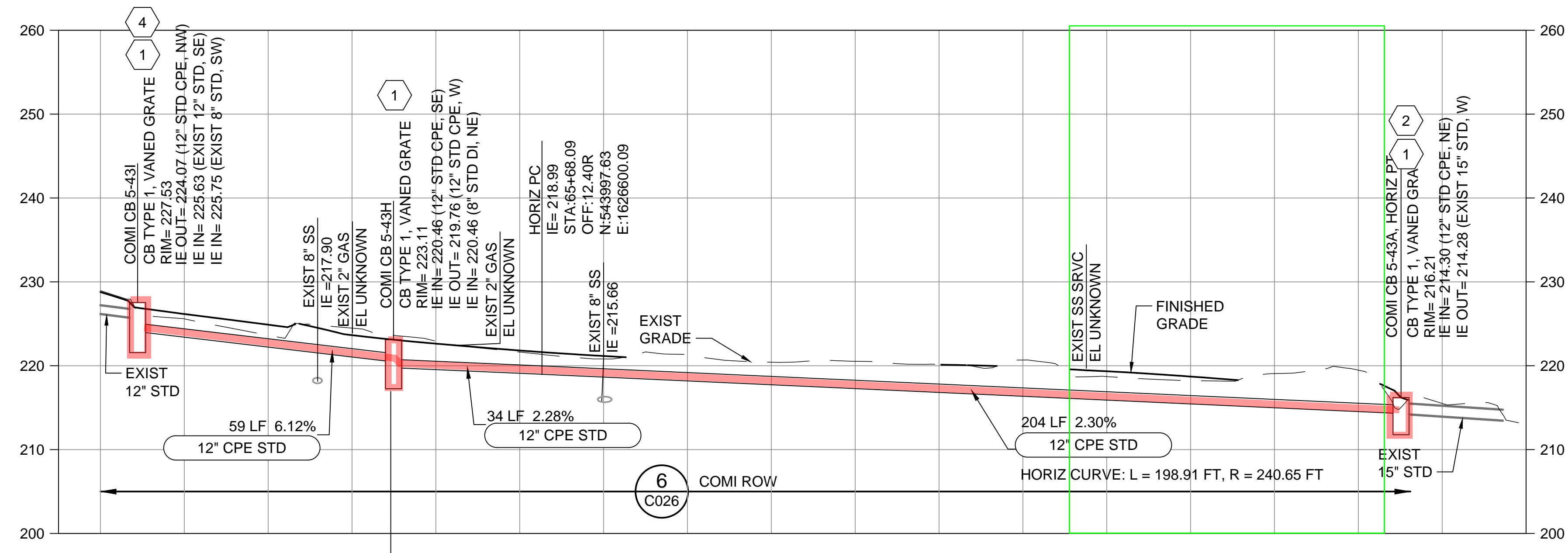
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 PLOTTED BY: Monis, Richard

NOTES:

- SEE 6/C026 FOR TRENCH SECTION.
- # KEY NOTES:**
 - PROVIDE CB TYPE 1 PER WSDOT STANDARD DETAIL B-5.20-02 WITH VANED GRATE PER WSDOT STANDARD DETAIL B-30.15-00.
 - CUT AND REMOVE EXIST STD PIPE AS NEEDED. FIELD VERIFY EXIST PIPE MATERIAL, DIAMETER, AND ELEV IN ADVANCE OF CONSTRUCTION. CONNECT TO EXIST CULVERT
 - CONNECT TO EXIST CB.
 - CONNECT TO EXIST STD PIPE.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

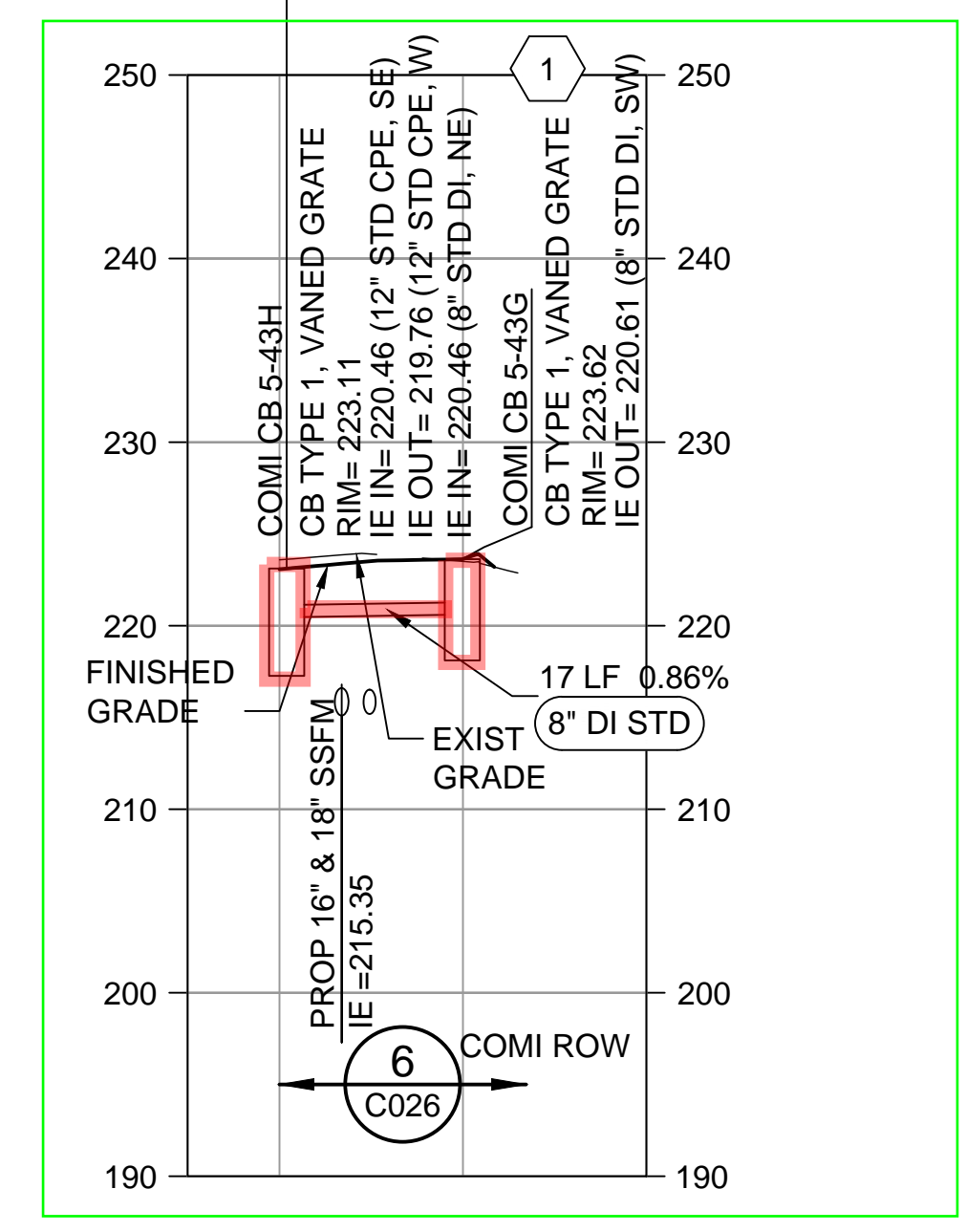
SD PIPES AND CATCH BASINS BOXED IN GREEN HAVE BEEN ADDED PER CITY REQUEST AT THEIR EXPENSE.



NOTE:
1. SEE DWG C318 AND C319 FOR PLAN VIEW

SE 90TH PI STD TRUNK #1 PROFILE

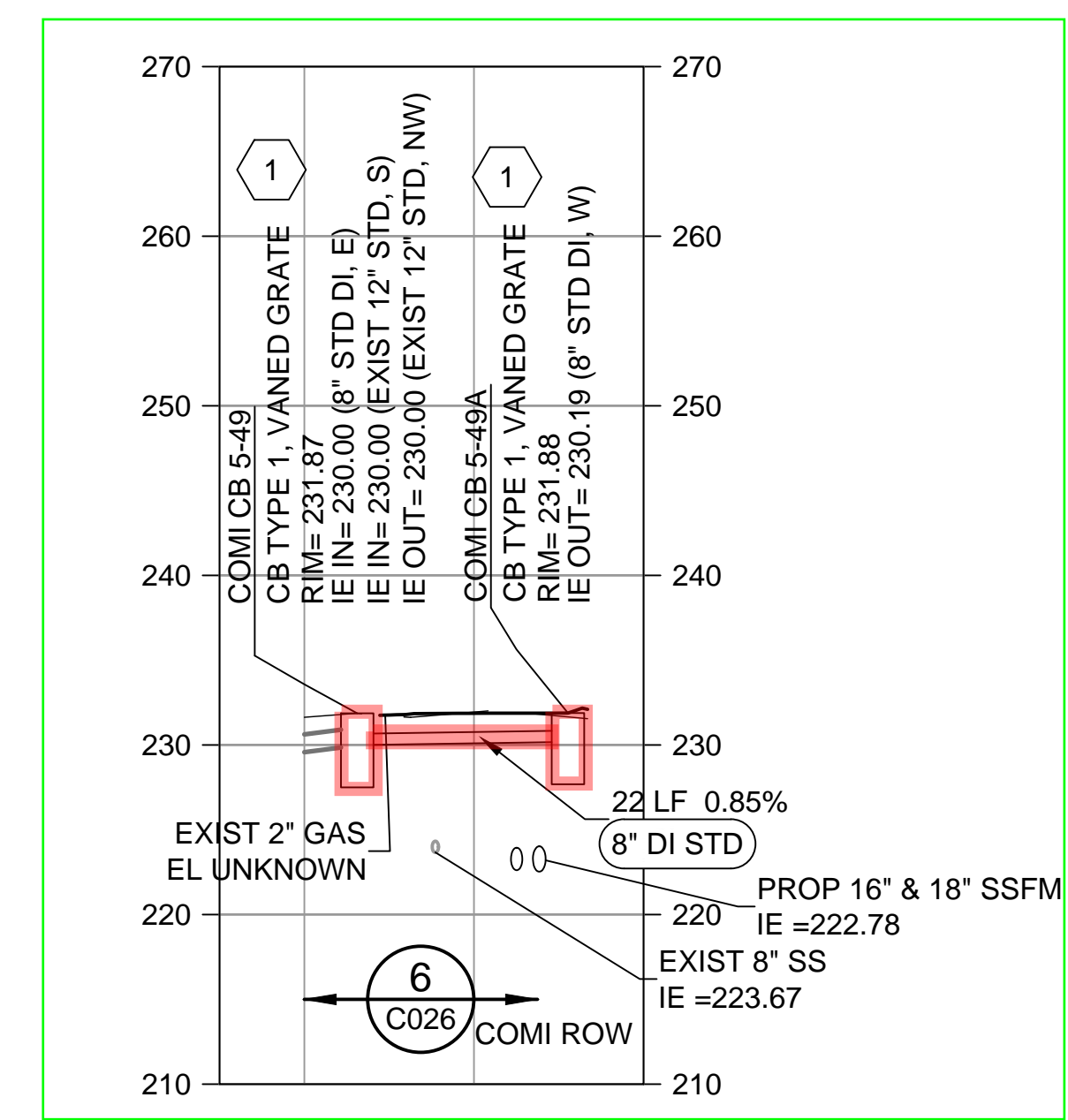
SCALE: HORIZ 1" = 20'
VERT 1" = 10'



NOTE:
1. SEE DWG C319 FOR PLAN VIEW

SE 90TH PI STD LATERAL #1 PROFILE

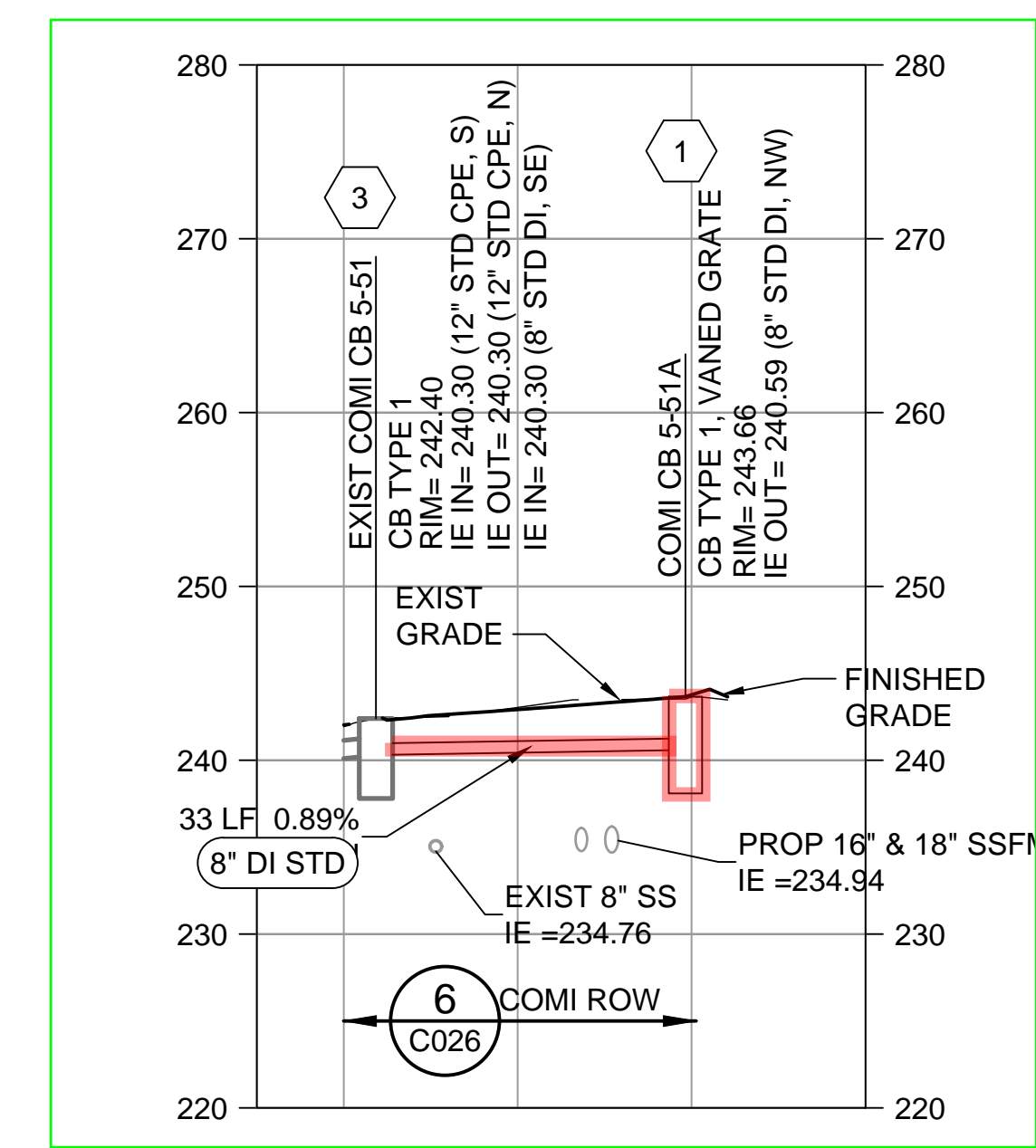
SCALE: HORIZ 1" = 20'
VERT 1" = 10'



NOTE:
1. SEE DWG C319 AND C320 FOR PLAN VIEW

SE 90TH PI STD LATERAL #2 PROFILE

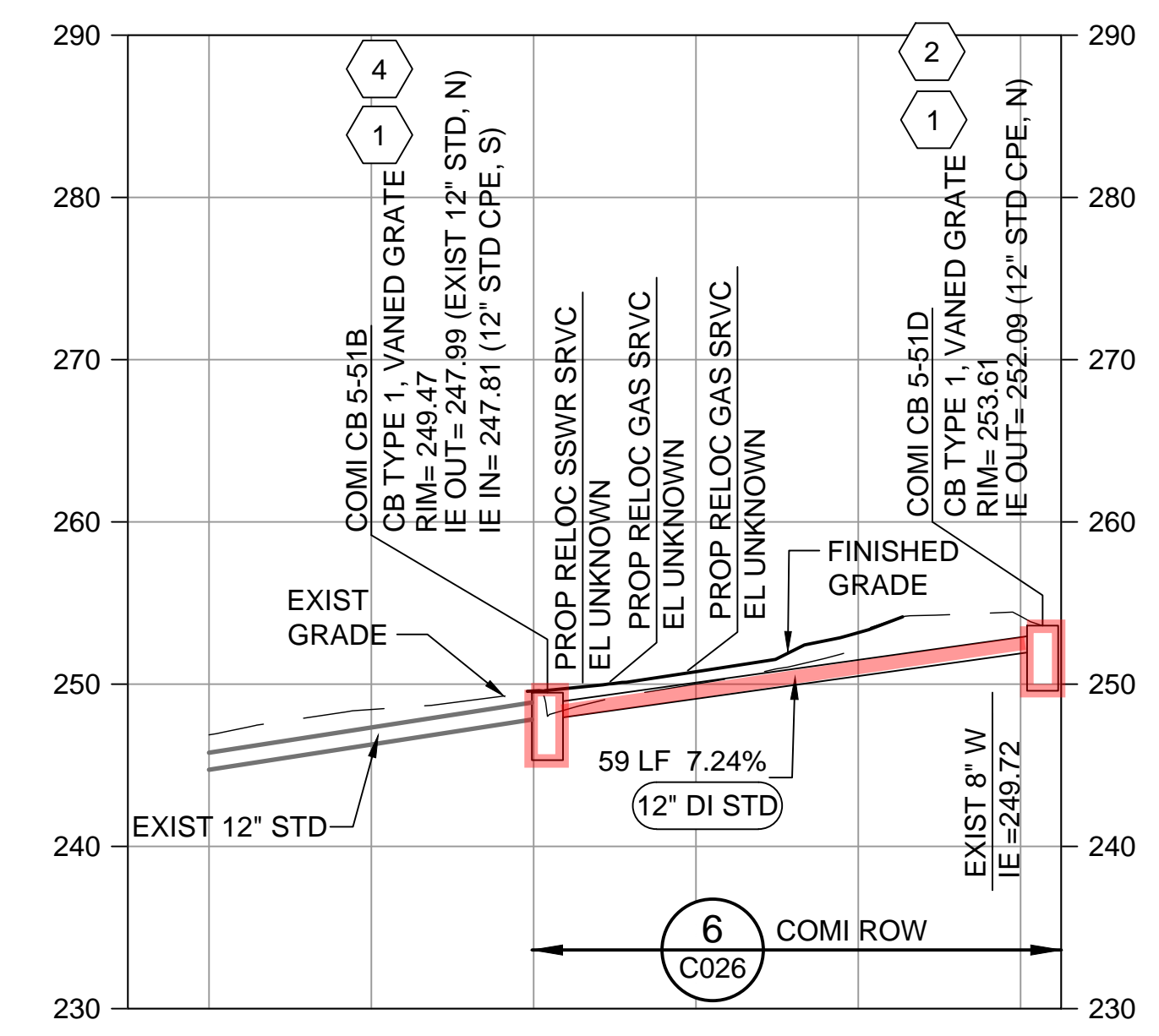
SCALE: HORIZ 1" = 20'
VERT 1" = 10'



NOTE:
1. SEE DWG C320 FOR PLAN VIEW

SE 90TH PI STD LATERAL #3 PROFILE

SCALE: HORIZ 1" = 20'
VERT 1" = 10'



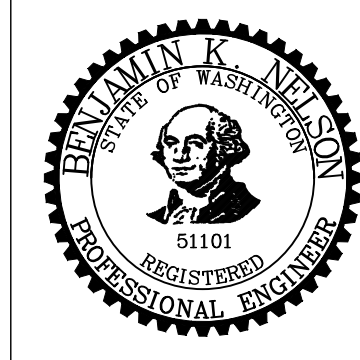
NOTE:
1. SEE DWG C320 AND C108 FOR PLAN VIEW

SE 90TH PI STD TRUNK #2 PROFILE

SCALE: HORIZ 1" = 20'
VERT 1" = 10'



CALL BEFORE YOU DIG: 811



DESIGNED/DRAWN:
I. D'AURIA

PROJECT ENGINEER:
B. NELSON

DESIGN APPROVAL:
J. PAULSON

PROJECT ACCEPTANCE:
M. REDMON



DEPARTMENT OF NATURAL RESOURCES & PARKS
WASTEWATER TREATMENT DIVISION

NORTH MERCER ISLAND INTERCEPTOR AND ENATAI INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS

90TH PL SE STORM DRAIN PROFILES

DATE:
APRIL 2021

PROJECT FILE NO:
TBD

DRAWING NO:
C707

SHT NO / TOTAL
442 / 542

REV NO:

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 PLOT DATE: 4/29/2021 7:18 PM
 PLOTTED BY: I. D'Auria, Israc

EXHIBIT C

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
KING COUNTY
WASTEWATER TREATMENT DIVISION
MS KSC-NR-0505
201 SOUTH JACKSON STREET
SEATTLE, WA 98104-3855

BILL OF SALE

Grantor(s): City of Mercer Island, a municipal corporation of the State of Washington

Grantee(s): King County, a political subdivision of the State of Washington

This Bill of Sale is made by and between the City of Mercer Island, a municipal corporation of the State of Washington (the “City” or “Grantee”) and King County, a political subdivision of the State of Washington (the “County” or “Grantor”). The City and the County may also be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. On or about _____, the Parties entered into an Interagency Agreement (“Agreement”) regarding the County’s North Mercer Island and Enatai Interceptor Upgrade Project (the “Project”).

B. Pursuant to the Agreement, the City and the County agreed that as part of the Project, the County would design and construct certain modifications to the City’s Lift Station 11 Facility and to the City’s wastewater pipeline along 96th Avenue SE.

C. The Agreement also provides that within 30 days from the completion of the Project within the City, the City shall grant to the County a bill of sale for the 96th Avenue SE Pipeline and Facilities as described herein, warranting the title thereto in the County.

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants between the Parties recited herein:

1. Grantor hereby grants, bargains, sells and transfers to Grantee the 96th Avenue Pipeline which includes all of the following: MH R30-20B traveling southerly for approximately 450 LF to the County’s MH R30-20A, and MH R30-20A, MH R30-20B, Siphon Inlet Box R30-20C, R30-20D, MH R30-20E and associated odor control facilities, hereinafter referred to collectively as the “Transferred Pipeline,” as depicted in Exhibit 1 attached hereto and incorporated herein by this reference.

2. Grantor warrants that it is the lawful owner of the Transferred Pipeline and that the Transferred Pipeline is free from all encumbrances, that all claims for labor and material for said Transferred Pipeline have been paid, that Grantor has the right to transfer same and that Grantor will warrant and defend title to the Transferred Pipeline against the claims and demands of any persons whomsoever.

3. Grantee, by accepting this Bill of Sale, binds itself, its successors and assigns to operate, maintain, repair and replace as determined necessary in the Grantee's judgment and discretion, the Transferred Pipeline at Grantee's sole cost and expense.

Dated this ___ day of _____, 20__.

GRANTOR: CITY OF MERCER
ISLAND

GRANTEE: KING COUNTY

BY: _____

BY: _____

Its _____

Its _____

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the _____, _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the _____ at _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

EXHIBIT 1
(Depiction of Transferred Pipeline Location)



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5881
June 1, 2021
Consent Calendar

AGENDA BILL INFORMATION

TITLE:	AB 5881: 2021 Arterial and Residential Street Overlays Bid Award	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Award the construction project and direct the City Manager to execute the construction contract	<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 Clint Morris, Street Engineer
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Project Location Map
CITY COUNCIL PRIORITY:	n/a

AMOUNT OF EXPENDITURE	\$ 1,346,559
AMOUNT BUDGETED	\$ 2,085,000
APPROPRIATION REQUIRED	\$ 0

SUMMARY

The 2021 Arterial and Residential Street Overlays is the combination of arterial and residential street paving locations in one construction contract for hot mix asphalt (HMA) paving this summer. The project includes asphalt overlay of 1.3 miles of East Mercer Way and residential street repaving in one south-Island neighborhood (Exhibit 1). Combining similar asphalt paving projects together into one contract makes the larger project more attractive to bidders and reduces the City’s costs to oversee and manage the work.

Project design work began in February of this year. Final plans, specifications, and cost estimates were completed in mid-April and the project was then advertised for bids. Four contractor bids were received, and the construction contract is ready to award.

PROJECT DESCRIPTION

The project has been divided into two schedules, as described below.

Schedule ‘A’ is the repair and resurfacing of East Mercer Way from SE 53rd Place to the 6600 block. This stretch of arterial was last repaved in 1992. In 2019, Pavement Condition Index (PCI) ratings for this portion of East Mercer Way ranged from the bottom of the “Satisfactory” bracket to the bottom of the “Fair” bracket. The

pavement exhibits significant areas of raveling (loss of the aggregate), age cracking, fatigue cracking, and settlement. The roadway has been patched numerous times since 2010 and was crack sealed in 2016.

It is anticipated that the Island's arterial pavements have a life span of approximate 25-years. Most of East Mercer Way's 4.8-mile length received an HMA overlay 29 years ago (1992), and resurfacing projects have been included in the Six-Year Transportation Improvement Plan (TIP) since 2011.

The scope of work for the 2021 project (SE 53rd Place to the 6600 block) includes pavement repairs, preleveling of selected sections of lanes, and 2" HMA overlay of both lanes and the paved shoulder. "Preleveling" is a term that refers to a lower lift of asphalt paving which is placed to fill in low areas and correct irregularities in a roadway's profile and cross slope. Preleveling provides a more uniform surface over which a top lift or "wearing course" of asphalt paving can be placed. After repaving, new pavement markings will be applied, crushed rock will be placed along the shoulders, and utility castings will be adjusted to the grade of the new pavement. The engineer's estimated construction cost for the East Mercer Way overlay was \$835,459.

Schedule 'B' is residential street resurfacing on portions of SE 62nd and SE 64th Streets and 82nd and 83rd Avenues in the plat of Mercer Vista. These residential streets were originally constructed in the early 1960's. They received a chip seal in 1984 and HMA patching in 2008. Their 2019 PCI scores are "Fair", "Poor", and "Very Poor". Existing pavements on these streets are less than 4" thick and there are extensive areas of alligator cracking, utility patching, and settlement. The scope of work involves removal of most of the asphalt pavement at full street width, regrading of the crushed rock base, and repaving with 4" of new HMA. The engineer's estimated construction cost was \$381,635.

At completion of design, the total construction cost for both schedules of work was estimated to be \$1,217,094.

BID RESULTS AND AWARD RECOMMENDATION

Four construction bids for the project were received and opened on May 11, 2021. The lowest bid was received from Watson Asphalt Paving Company from Redmond, in the amount of \$1,063,567. Watson Asphalt has successfully completed numerous paving projects for the nearby cities of Bellevue, Clyde Hill, Kirkland, Redmond, and Sammamish in recent years, as well as paving the City of Mercer Island's 2018 SE 40th Street Corridor Improvement and 2018 Arterial and Residential Street Overlay projects. Staff's review of the Labor and Industries (L&I) website confirms that Watson Asphalt is a contractor in good standing, with no license violations, outstanding lawsuits, or L&I tax debt. Staff has confirmed Watson Asphalt Paving Company is the lowest responsible bidder and recommends awarding the 2021 Arterial and Residential Street Overlays contract. The bid results for the project are shown in the following table.

2021 ARTERIAL AND RESIDENTIAL STREET OVERLAYS			
BID RESULTS			
	Schedule A East Mercer Way	Schedule B Residential Streets	Total Bid Amount
Watson Asphalt Paving Company	\$750,803.00	\$312,764.00	\$1,063,567.00
Cadman Materials Inc	\$769,864.85	\$319,908.25	\$1,089,773.10
Lakeside Industries	\$789,283.00	\$334,894.00	\$1,124,177.00
Lakeridge Paving Company, LLC	\$840,466.00	\$355,264.50	\$1,195,730.50
Engineer's Estimate	\$835,459.00	\$381,635.00	\$1,217,094.00

Adding amounts to each schedule for construction contingency, design, inspection services, contract administration, and 1% for the Arts brings the project's total estimated cost to \$1,346,559. The following table summarizes these items, along with available budget amounts. Unspent budget from the East Mercer Way Overlay will be returned to the Street Fund balance. Unspent budget from the 2021 Residential Street Overlays will be moved to 2022 and used on a larger residential paving project in that year.

2021 ARTERIAL AND RESIDENTIAL STREET OVERLAYS			
PROJECT BUDGET			
Description	Arterial Overlay	Residential Overlays	TOTAL
Construction Contract			Award to Watson Asphalt
Schedule A - East Mercer Way Arterial Overlay	\$750,803		\$750,803
Schedule B - Residential Street Overlays		\$312,764	\$312,764
Total Construction Contract	\$750,803	\$312,764	\$1,063,567
Construction Contingency @ 10%	\$75,080	\$31,276	\$106,357
Project Design	\$48,000	\$21,000	\$69,000
Inspection Services	\$32,000	\$18,000	\$50,000
Contract Administration / Project Management	\$26,000	\$21,000	\$47,000
1% for the Arts	\$7,508	\$3,128	\$10,636
Total Project Cost	\$939,391	\$407,168	\$1,346,559
2021-2022 Budget - East Mercer Way Overlay	\$1,185,000		\$1,185,000
2021-2022 Budget - Residential Streets (annually)		\$900,000	\$900,000
Total Budget Available for Project	\$1,185,000	\$900,000	\$2,085,000
Budget Remaining	\$245,609	\$492,832	\$738,441

NEXT STEPS

Minor water system improvements and storm drainage repairs will be completed on East Mercer Way and on the residential streets under a separate public works contract. Additionally, a soldier pile retaining wall will be constructed at the 5600 block of East Mercer Way to repair a small landslide ([AB5871](#)), also under a separate contract. These two contracts are scheduled to be completed ahead of the paving work.

Construction activities on the 2021 Arterial and Residential Street Overlays contract are tentatively scheduled to begin in late June. Road work on East Mercer Way will occur primarily during July and August, to avoid school bus activity. All paving work is to be completed on East Mercer Way by the end of August, and the entire construction contract is required to be completed by early October.

RECOMMENDATION

Award Schedules 'A' and 'B' of the 2021 Arterial and Residential Street Overlays project to Watson Asphalt Paving Company in the amount of \$1,063,567.00. Set the total project budget to \$1,346,559 and direct the City Manager to execute the construction contract.

CITY OF MERCER ISLAND KING COUNTY WASHINGTON



2021 ARTERIAL AND RESIDENTIAL STREET OVERLAYS

PROJECT NUMBER: 21-25

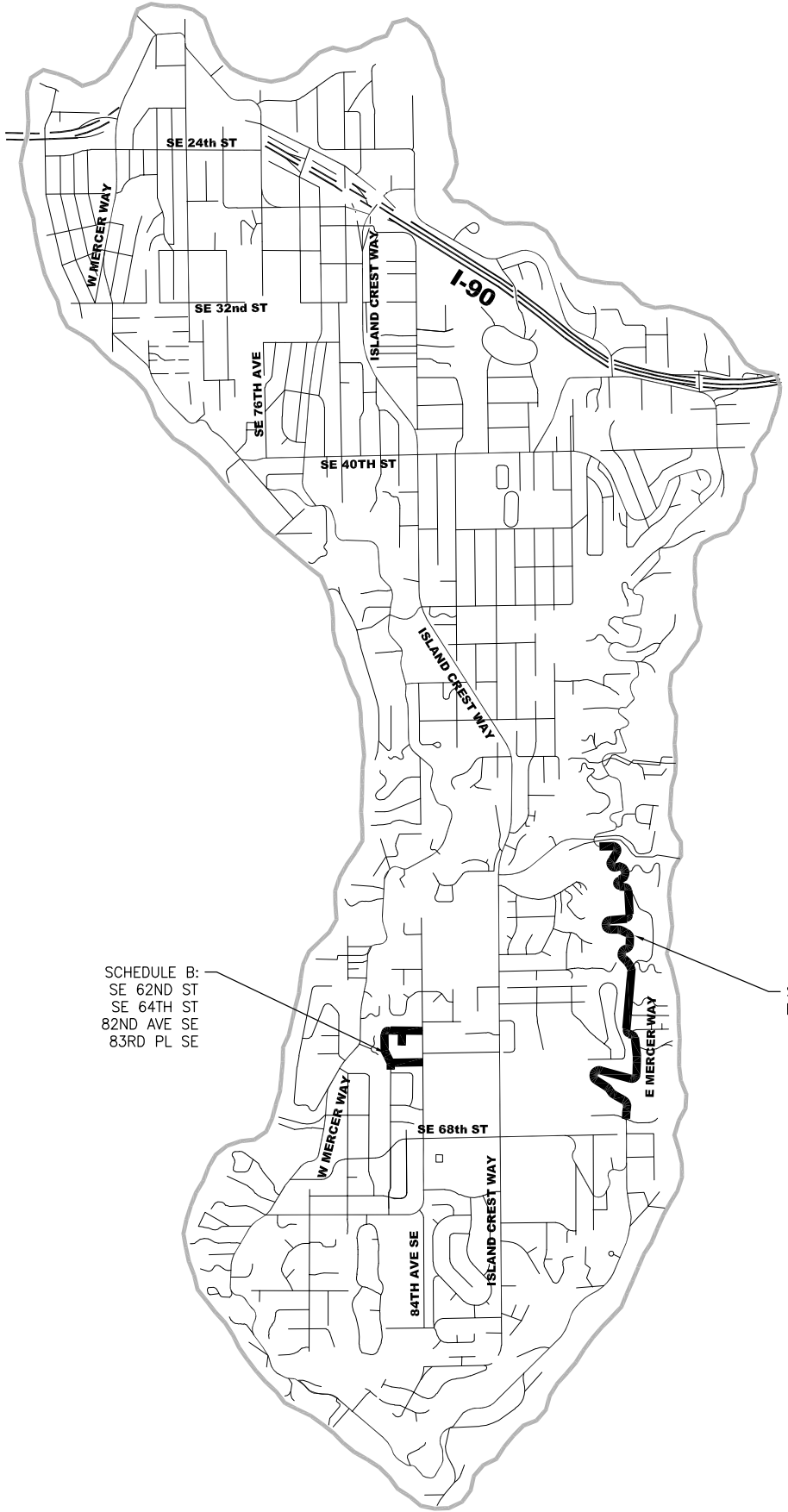
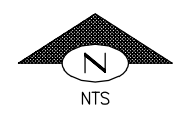
SCHEDULE A - ARTERIAL OVERLAY (EAST MERCER WAY)
SCHEDULE B - RESIDENTIAL OVERLAYS

APRIL 2021

BID DOCUMENT

SHEET INDEX

1	COVER
2	NOTES, LEGEND, AND QUANTITIES
3	TYPICAL SECTIONS
4-13	SCHEDULE A - EAST MERCER WAY ARTERIAL OVERLAY PLANS
14-23	SCHEDULE A - EAST MERCER WAY CHANNELIZATION PLANS
24-26	SCHEDULE B - RESIDENTIAL OVERLAYS
27-30	DETAILS



SCHEDULE B:
SE 62ND ST
SE 64TH ST
82ND AVE SE
83RD PL SE

SCHEDULE A:
E MERCER WAY

\\2020 Projects\20004 2021 Mercer Island Overlay\Plans\20004_P-COVR.dwg ID: john Date: 23-Apr-21 12:58:05pm



**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND**

**AB 5879
June 1, 2021
Consent Calendar**

AGENDA BILL INFORMATION

TITLE:	AB 5879: Mercer Island School District Easement Encroachment	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Approve the Easement Encroachment License 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 Patrick Yamashita, Deputy Public Works Director/City Engineer
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Mercer Island School District Request 2. Easement Encroachment License Agreement
CITY COUNCIL PRIORITY:	n/a

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

SUMMARY

This is a request from the Mercer Island School District (District) for approval of an Easement Encroachment License Agreement (Agreement) that allows the Mercer Island School District to place portables within an existing public utility easement. Refer to Exhibit 1 for the District’s request and related background information.

BACKGROUND

The construction of Northwood Elementary School was completed in 2016. As part of the infrastructure improvements for the site, the District relocated and replaced an aging storm drainage pipe that served the property, City streets to the south, and areas to the south. The cost of the work was borne by the District as part of their project. Upon completion and as a condition of permit approval, the 24” diameter storm line became part of the City’s drainage system and a public utility easement was granted to the City by the District.


During the planning stage for Northwood Elementary in 2015, the District identified a location to place four future portables. However, the storm line and easement bisect this area and the language of the easement restricts buildings or other structures within the easement. Refer to paragraph 4 of the easement document

contained in Exhibit 1. Approval of the Agreement will allow the portables to encroach into the easement with specific conditions (see Exhibit 2).

Public Works engineering and operations staff reviewed the request and support approval of the Agreement based on the following considerations:

1. The storm line is five years old with a life expectancy of at least 50 years.
2. Video inspection of the storm line revealed that the pipe is in excellent condition with no defects.
3. Encroachment of the portables into the easement will not prevent or hinder Public Works crews from accessing the storm line for cleaning and other routine maintenance. These activities occur at drainage structures. The portables will not block access to any drainage structure.
4. Only a portion of the portables will encroach on the easement and could be removed by crane by the District if needed.
5. The Agreement protects the City's needs.
 - a. It gives the City Engineer authority to require removal of the portables at the District's expense if the placement of the portables in the easement threatens public health, safety, or welfare; the portables interfere with routine operations and maintenance of the storm line; or, in the event of an emergency. All related costs will be the responsibility of the District.
 - b. Upon removal of the portables, the District is responsible for restoring the easement area to its original condition.

The Agreement was prepared by the City Attorney's Office staff and is based on the City's standard encroachment agreement framework. District staff have reviewed the Agreement and find the terms acceptable.



Authorize the City Manager to sign the Easement Encroachment License Agreement substantially in the form of Exhibit 2.



MERCER ISLAND SCHOOL DISTRICT #400

Inspiring our students to be lifelong learners as they create their futures.

www.mercerislandschools.org

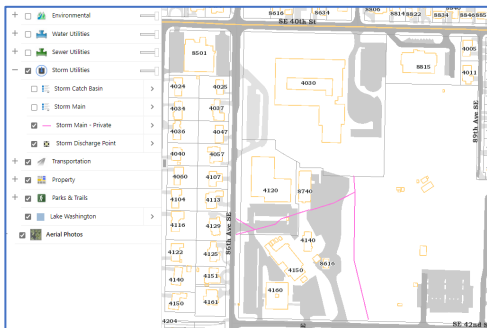
April 23, 2021

Patrick Yamashita
City Engineer, Deputy Public Works Director
CITY OF MERCER ISLAND
9611 SE 36th Street
Mercer Island, WA 98040

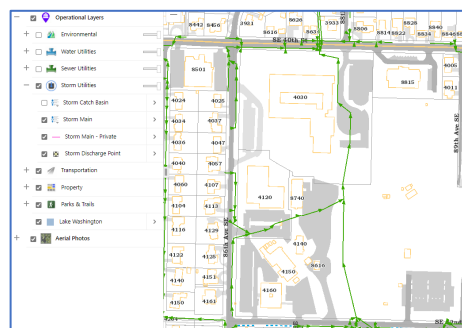
Re: Northwood Elementary
Easement Encroachment License Agreement Request
4030 86th Avenue SE

Dear Patrick,

Please consider this letter the District’s formal request for an Easement Encroachment License Agreement for the above referenced project. In 2016, the District replaced a storm water main line used by the City to convey stormwater from south of SE 42nd Street and some areas of the District property, into the system north of SE 42nd. The District conveyed ownership and easement for this line in 2017. The line is 24” PVC and runs north/south through the District owned parcel #1824059006. According to the City’s GIS system, the storm line to the south, on parcel #1824059005 , remains a District owned line although City stormwater is conveyed through the pipe and connects to the line that is the subject of this request. It appears this entire line has run through the noted parcels since 1955 based on the City’s GIS system and that the City assumed ownership of the line on Parcel #1824059006 as part of the Northwood Elementary permitting process. A copy of the Easement is attached for reference.



Pink line is District owned storm water line.



Green lines are storm mains.

During the planning for Northwood Elementary in 2014/15, the District identified a location to place 4 future portables. The subject storm line bisects this location, and it is impossible for the District to place 4 classrooms with supporting restrooms without encroaching into this easement. There are two additional constraints that limit the siting of these buildings: 20' must be maintained between the main building and the portables per fire code, and the City has a sewer line with an easement to the east that must be honored. The buildings proposed are modular and will be "set" over the easement and storm line with little to no impact on the storm line located 13-1/2 feet below. The existing catch basin access points to the storm line will remain unobstructed.

During the construction of Northwood Elementary, this line was reconstructed by the District as required by the City. As a pre-condition to this request, the District ran a camera through this line to confirm its condition and flow. Both were as expected for a new pipe; it is in good condition, flowing freely, and no damage or obstructions were observed. The 12/16/2020 video inspection of the 24" diameter storm drainage main in the easement confirmed that it is free of material defects.

In the unlikely event that a repair of this storm line becomes necessary, the portable building(s) can be lifted off, the repair made, and the building placed back in their planned location. It is more likely that given the short distance the portables will span, the pipe could be excavated to the north or south and lined vs. dug up and replaced under the portable(s). In either case, the District understands and agrees to incur any and all costs necessary to either provide the 10-foot clear easement area or pay the added costs for pipe lining vs. digging and replacing this short section of line.

Attached for reference are the following documents:

Vicinity Map
2017 Easement

Thank you in advance for your consideration and thank you for continuing our strong partnership to serve the families of Mercer Island.

Sincerely,



Fred Rundle
Acting Superintendent



Northwood Elementary Vicinity Map Stormwater Easement Encroachment

Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040



20170308000260

MERCER ISLAND EAS 78.00
PAGE-001 OF 006
03/08/2017 09:49
KING COUNTY, WA

PERMANENT EASEMENT FOR UTILITIES

Unofficial Copy

Grantor (s): Mercer Island School District No. 400

Grantee: City of Mercer Island, a Washington municipal corporation

Property Legal Description: Lot 3 Mercer Island LLR#SUB07-008 REC #20090506900003 SD
SP BEING POR N 1/2 OF NW 1/4.

Easement Legal Description on Exhibit A

Easement Area on Exhibit B

Assessor's Tax Parcel ID#: 1824059006

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Anthony Taylor, Deputy
Anthony Taylor

RECITALS

A. Mercer Island School District No. 400 is the owner of certain real property (the "Property") located in Mercer Island, Washington, and legally described above.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), has accepted the construction of a storm drainage system with associated catch basins by the Grantor, and requires a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants, conveys and warrants to the Grantee a perpetual, permanent easement for utilities ("Easement") under, across and over that portion of the Property legally described in Exhibit "A" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace city storm drainage pipes, catch basins and all necessary appurtenants. Following the initial construction of the improvements, Grantee may from time to time construct such additional improvements as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the improvements within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Access. Grantor also covenants and agrees that, upon reasonable notice to Grantor, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

3. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantor's Property to a condition similar to its condition prior to such work. Following the construction and installation of the improvements, Grantor may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any improvements within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

5. Indemnification. Grantor agrees to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantor or Grantor’s agents or invitees within or with respect to the Easement.

6. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 7th day of March, 2017.

Unofficial Copy

GRANTOR:

Dean Mack

Dean Mack
Executive Director of Business Services and Human Resources
Mercer Island School District No. 400

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Dean Mack, to me known to be the Executive Director of Business Services and Human Resources with Mercer Island School District NO. 400, the District that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN my hand and official seal this 8th day of March, 2017.

Karen Hubbert
Notary Name: Karen Hubbert
NOTARY PUBLIC in and for the State of Washington.
My commission expires: 6.12.19



EXHIBIT A**EASEMENT LEGAL DESCRIPTION**

That portion of Lot 1, and Lot 3, Mercer Island LLR#SUB07-008, King County recording #20090506900003, King County, Washington lying within a 10 foot strip of land, being 5.00 feet on each side of the following described centerline:

Commencing at the northeast corner of said Lot 3, thence N.88°43'27"W., along the north line of said Lot 3, 254.35 feet to the TRUE POINT OF BEGINNING;

Thence leaving said north line, S.1°16'33"W., 12.24 feet;

Thence S.74°50'17"E., 94.00 feet;

Thence S.1°17'38"W., 206.00 feet;

Thence S.49°42'05"W., 77.97 feet;

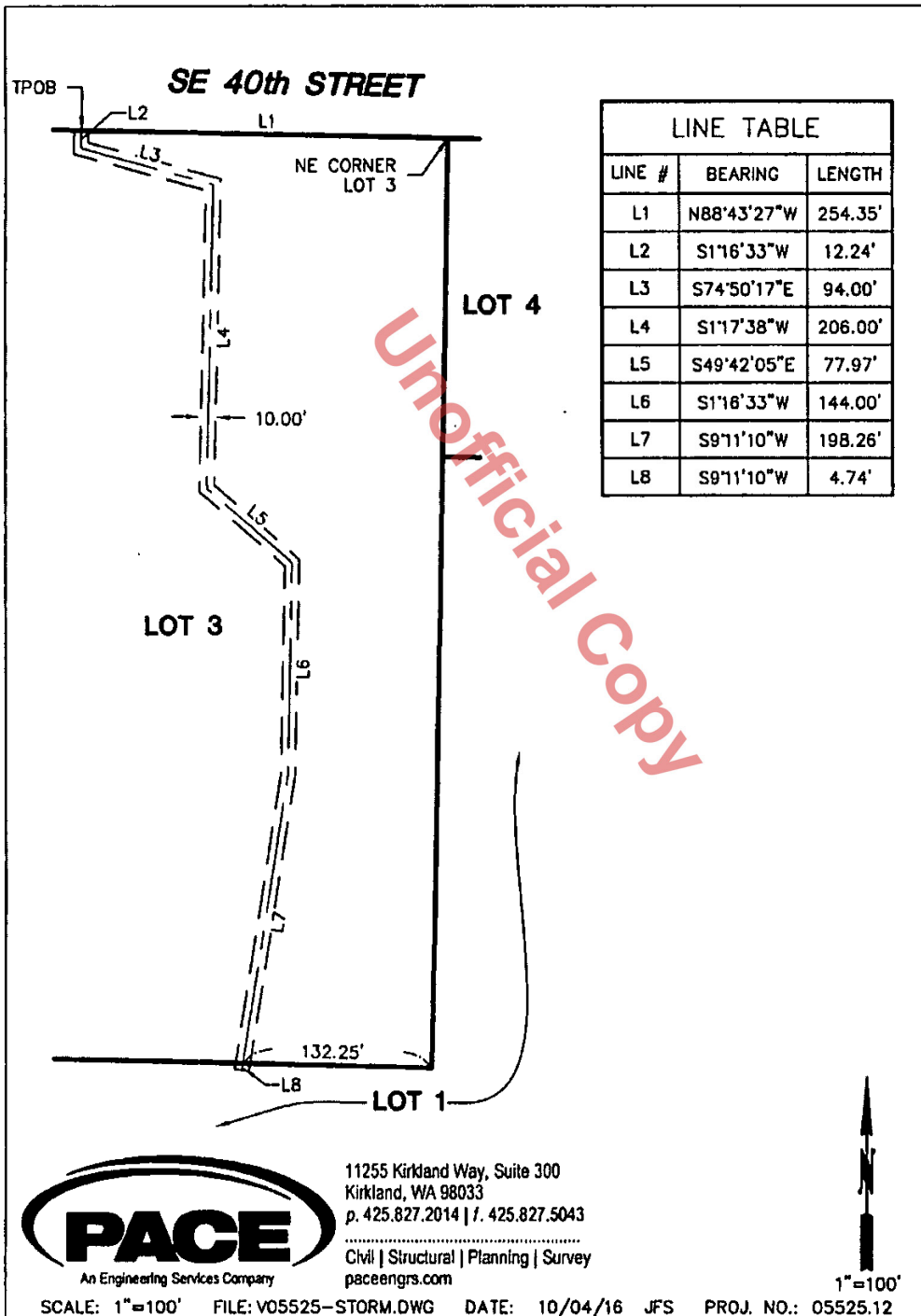
Thence S.1°16'33"W., 144.00 feet;

Thence S.9°11'10"W., 198.26 feet to a point on the south line of Lot 3 132.25 feet from the southeast corner;

Thence S.9°11'10"W., 4.74 feet to the terminus of the described centerline.

Containing approximately 7,372 square feet.

EXHIBIT B EASEMENT AREA EXHIBIT (DRAWING)



6 of 6

Return Address:

City of Mercer Island
Attn: City Manager
9611 SE 36th Street
Mercer Island, WA 98040

EASEMENT ENCROACHMENT LICENSE AGREEMENT

Grantor: City of Mercer Island, a Washington Municipal Corporation
Grantee: Mercer Island School District No. 400

Property Legal Description: Lot 3 Mercer Island LLR #SUB07-008 Rec. #20090506900003 SD SP Being Por N 1/2 of NW 1/4.

Property Tax Parcel ID Number: 1824059006

THIS EASEMENT ENCROACHMENT LICENSE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2021. The parties (“Parties”) to this Agreement are the City of Mercer Island, a Washington municipal corporation (“Grantor” or “City”) and The Mercer Island School District No. 400 (“Grantee”).

A. Description of Property. The Grantee owns certain real property commonly known as 4030 86th Ave. SE, Mercer Island, WA, and legally described above (“Property”).

B. Improvements. Grantee wishes to construct a private above-ground improvement described in Attachment A (“Improvements”). The above-ground Improvement will encroach on Property under easement to the City of Mercer Island commonly known as a Permanent Easement for Utilities recorded under King County Recorder’s office under Recording No. 20170308000260 (“City Easement”).

C. Pre-inspection. Prior to the execution of this Agreement and in partial consideration thereof, Grantee has performed a video inspection of the 24” diameter storm drainage main in the easement to confirm that it is free of material defects. The main was constructed by the Grantee as part of its construction of Northwood Elementary School in 2016. The Improvements as described in Attachment A are pre-fabricated portable

classrooms constructed on grade. Only a portion of the portable encroaches on the easement. The portable can be removed through the use of a crane if needed in the future.

NOW, THEREFORE the Parties agree as follows:

1. License. The Grantor hereby grants a temporary, nonexclusive license to Grantee to permit the Improvements to be constructed on the City Easement so long as the Improvements continue to meet the conditions specified in the Building Permits, do not interfere with the reasonable public access to the City Easement, do not threaten public health, safety or welfare, and/or Grantor does not wish to use the City Easement for any other purpose. This license may be revoked by the City at any time with or without cause.

2. Agreement to Remove. In the event the City Engineer determines that the Improvements threaten public health, safety or welfare; or the City wishes to terminate this Agreement for any other reason in the City's sole discretion, the Grantee shall remove or modify the encroaching improvements within sixty (60) days of receiving notice from the City Engineer, at Grantee's sole cost and expense.

In the event the Improvements interfere with routine operations and maintenance of public improvements (e.g. storm drainage main), the Grantee shall remove the Improvements within fourteen (14) days of receiving notice from the City Engineer, at Grantee's sole cost and expense.

In the event of an emergency, the Grantee shall immediately remove the Improvements or alternatively, the City may enter the Property in order to remove the Improvements and the costs to remove the Improvements shall become a lien on the Property.

Upon removal of the Improvements, Grantee agrees to return the City Easement to its original condition or as near to its original condition as possible.

3. Grantor's Remedy if Grantee Fails to Remove. In the event the Grantee has received notice to remove the Improvements and the removal or modification is not done in a timely fashion or does not meet other removal requirements specified in the removal notice, the Grantor is authorized to do the necessary work or to designate a third party to perform the work. The Grantee shall be responsible for all costs associated with the performance of such work, including reasonable overhead and attorneys fees.

The Grantor shall not be responsible for any resulting damage to or destruction of the Improvements. Further, the debt shall be a lien against the Property.

In the event of an emergency that requires immediate repair to the public improvements or access to the public City Easement, the Grantor may demolish, remove, or modify the Improvements with no notice to the Grantee. The Grantor shall not be liable for any resulting damage to or destruction of the Improvements.

Page 2

4. Maintenance of Improvements. Maintenance of the Improvements shall be the sole cost and responsibility of the Grantee. The Grantee shall maintain the Improvements according to the specifications of the Permits. If Grantee fails to maintain the Improvements, the Grantor may take steps to ensure that the Improvements do not interfere with reasonable public access to any public property or threaten public health, safety or welfare. These steps may include removing or modifying the Improvements as outlined in Section 2 of this Agreement.

The City will not be responsible for repairing or replacing any landscaping, shrubs, sod, gravel parking, retaining walls, gate, concrete pavement and all private improvements in the public City Easement damaged by the city maintenance department while performing routine activities such as, but not limited to, catch basin inspections and cleaning, snow plowing and any other miscellaneous actions. They are the sole responsibility of the property owners.

5. Indemnification. The Grantee agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, volunteers, and assigns harmless from any and all claims, demands, losses, actions, liabilities (including all costs and attorney fees) arising out of damages to persons or property resulting from the construction, location, or removal of the Improvements.

However, should a court of competent jurisdiction determine that RCW 4.24.115 applies to this Agreement, then the Grantee agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, volunteers, and assigns harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

6. Recording Requirement. The Grantee shall record this Agreement against the Property with the King County Recorder's Office and pay all recording fees. This Agreement shall run with the land, and therefore bind Grantee, Grantee's heirs, assigns and any subsequent owners of the Property.

7. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or

delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

GRANTOR: CITY OF MERCER ISLAND

By: _____
Jessi Bon
City Manager
City of Mercer Island

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Jessi Bon, to me known to be the City Manager of the City of Mercer Island, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN my hand and official seal this ____ day of _____, 2021.

Notary Name: _____
NOTARY PUBLIC in and for the State of
Washington.
My commission expires: _____

GRANTEE:

By: _____

Name:

Executive Director of Business Services and Human Resources

Mercer Island School District No. 400

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before _____, the Executive Director of Business Services and Human Resources of Mercer Island School District No. 499 that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN my hand and official seal this ____ day of _____, 2021.

Notary Name: _____
NOTARY PUBLIC in and for the State of
Washington.
My commission expires: _____

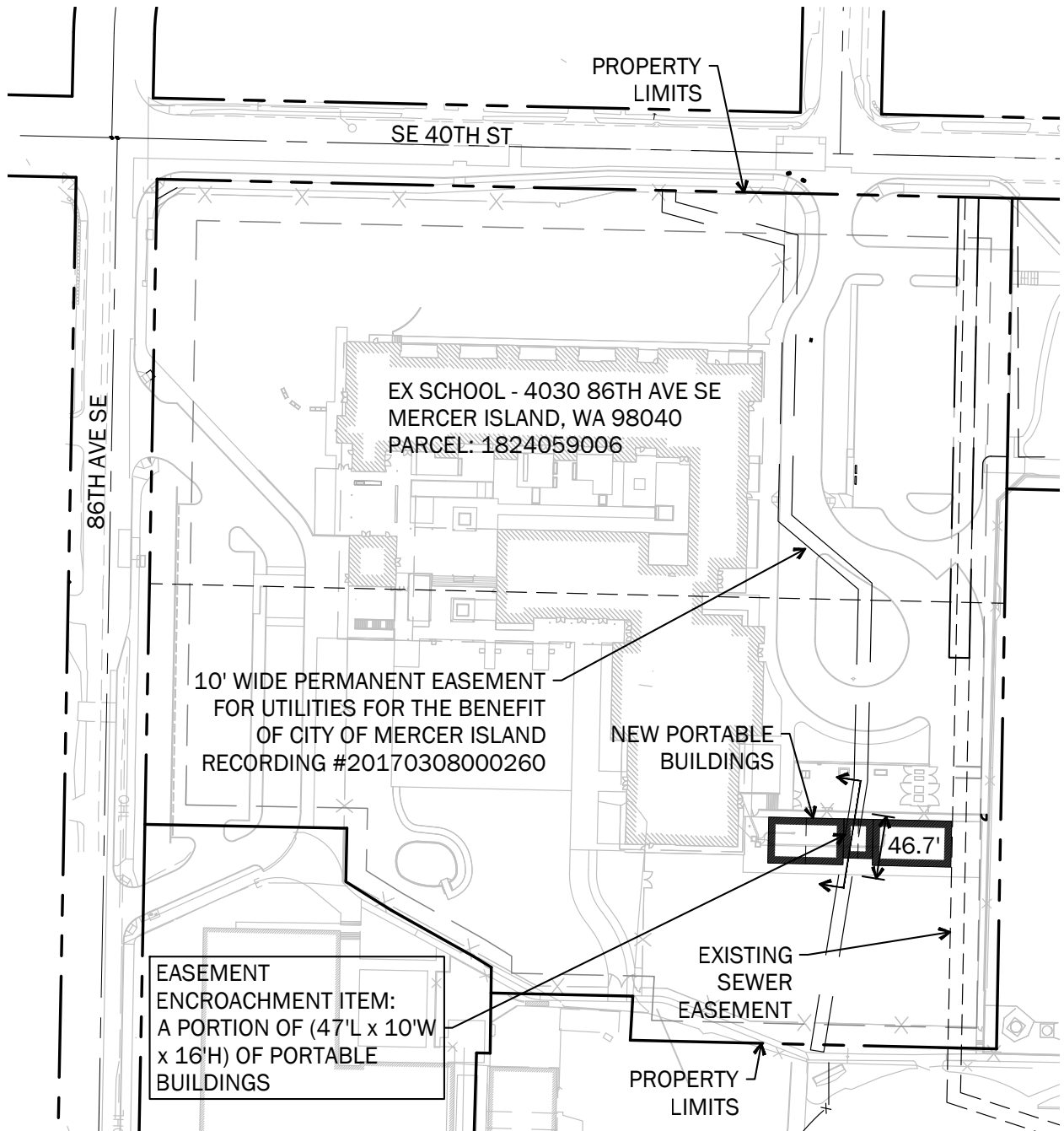
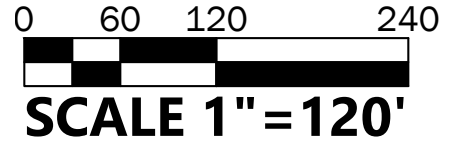
ATTACHMENT A
Page 1

Description of Encroaching Improvements.

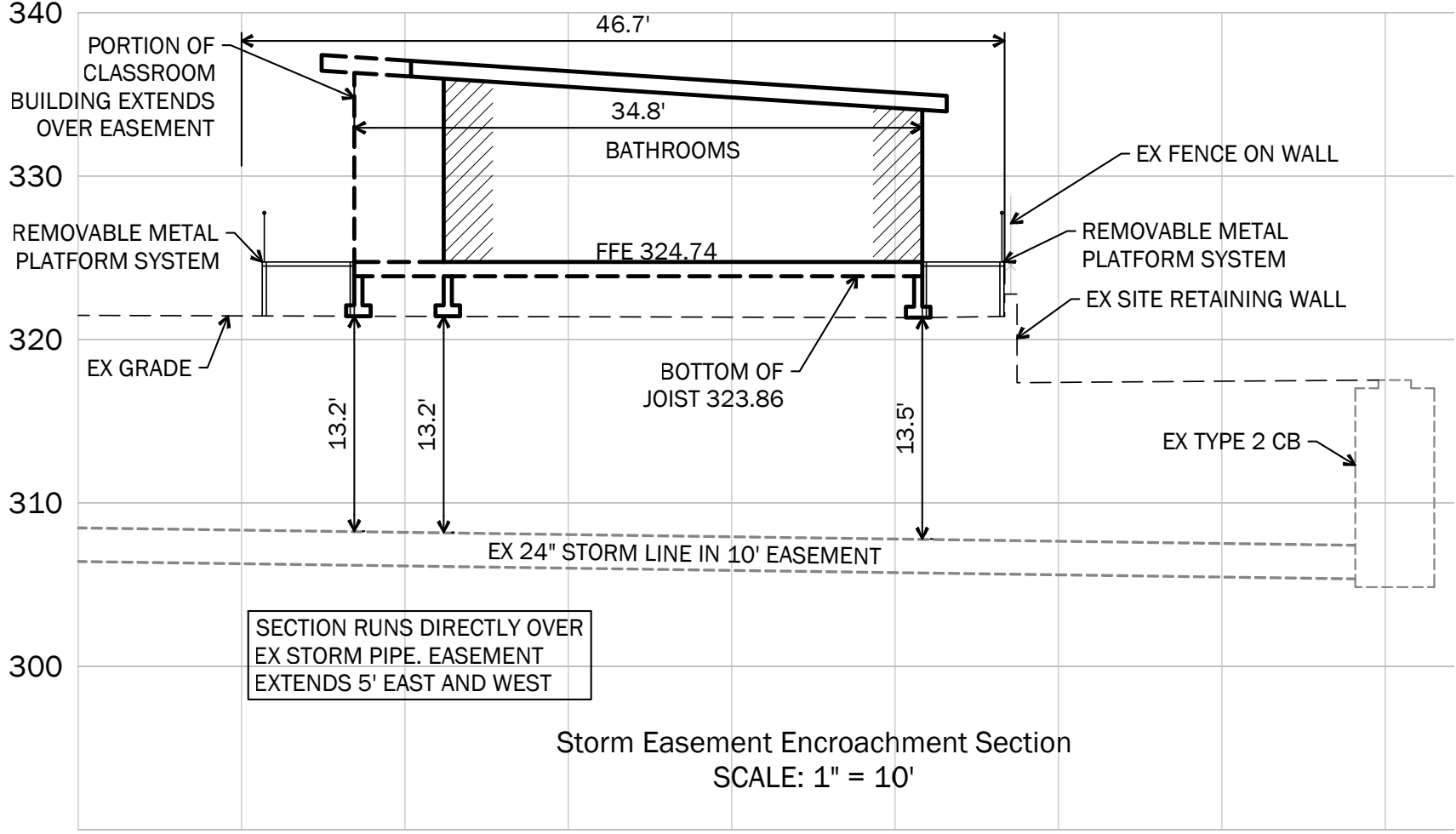
A portion of the new portable building will be encroaching into the Public Permanent Easement for Utilities, as shown on the Attachment A, Pages 2 and Page 3.

Attachment A

Page 2



Attachment A Page 3



Storm Easement Encroachment Section
SCALE: 1" = 10'



**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND**

**AB 5880
June 1, 2021
Consent Calendar**

AGENDA BILL INFORMATION

TITLE:	AB 5880: Accept Public Drainage Easements for Watercourse Improvement Projects	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Accept Public Drainage Easements for Watercourse Improvement Projects SW0100 and SW0101	<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 Fred Gu, CIP Project Manager
COUNCIL LIAISON:	Lisa Anderl
EXHIBITS:	1. Project vicinity map 2. Easements for project SW0100 (parcels 2926000040, 3024059003, 3024059078, 3024059216) 3. Easements for project SW0101 (parcels 9365700310, 9365700360, 9365700363, 9365700364)
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

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

SUMMARY

The purpose of this agenda bill is for City Council to accept eight (8) public drainage easements for the construction of two watercourse improvement projects across private properties. The two projects are the Sub-Basin 42 Watercourse Stabilization (CIP project SW0100) and Sub-Basin 23.2 Watercourse Stabilization (CIP project SW0101) as approved in the 2021-2022 Capital Improvement Plan. Refer to Exhibit 1 for a vicinity map.

BACKGROUND

Stormwater capital projects regularly include improvements to watercourses to mitigate years of erosion caused by high stormwater flows from heavy rain events. These projects seek to improve stream bank stability and habitat, reduce erosion, and improve the quality of stormwater discharged into Lake Washington. These watercourses often run within steep ravines on private properties. All in-stream work is regulated by the Washington State Department of Fish and Wildlife and United States Army Corps of Engineers. These agencies require proof that the City has access and construction rights within the project sites. Public drainage easements provide such rights.

Three watercourse improvement projects are scheduled for construction in this biennium (2021-2022) that require easements from private properties.

The three projects are:

- Sub Basin 42.1 (SW0100) - Four easements needed, all acquired. (See Exhibit 2)
- Sub Basin 23.2 (SW0101) - Four easements needed, all acquired. (See Exhibit 3)
- Sub Basin 27a.10 (SW0103) - One easement needed, not yet acquired.

The easements for projects SW0100 and SW0101 are attached as Exhibits 2 and 3, respectively. Staff will bring the easement for project SW0103 to the City Council for acceptance once it is acquired.

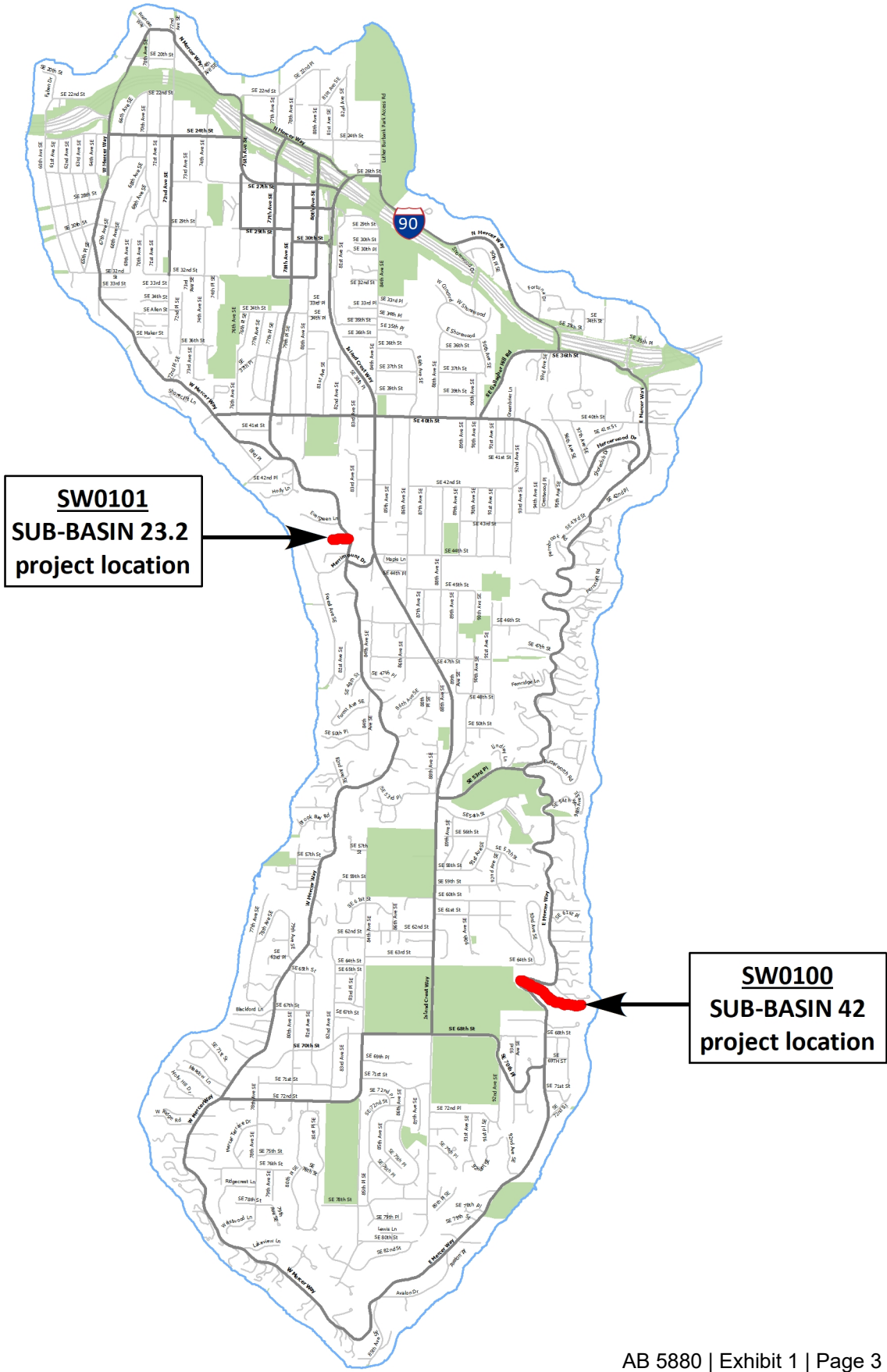
These watercourse projects will stabilize streambed and banks in the ravines, reduce stream erosion, limit sediment transport to Lake Washington, replant native vegetation and reduce risk to roadways and underground utilities located above the construction.

RECOMMENDATION

Accept the public drainage easements for watercourse improvement projects SW0100 and SW0101 as reflected in Exhibits 2 and 3.

Project Vicinity Map

Item 9.



**SW0101
SUB-BASIN 23.2
project location**

**SW0100
SUB-BASIN 42
project location**

Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Roy A. Umlauf and M. Kathleen Umlauf
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): Lot 4 GREGORY ADD
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 2926000040

RECITALS

A. Roy A. Umlauf and M. Kathleen Umlauf, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 6470 East Mercer Way in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse depicted on Exhibit "C". The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. **Grant of Easement.** Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across, and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees, and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to, removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

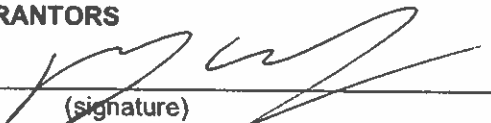
4. Obstructions; Landscaping. Upon reasonable notice to Grantors, Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

5. Grantors' Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs and assigns.

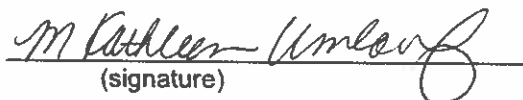
DATED THIS 5th day of MARCH, 2021.

GRANTORS



(signature)
Roy A. Umlauf

(typed/printed name)



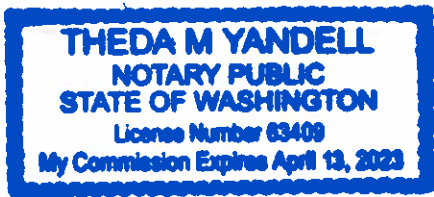
(signature)
M. Kathleen Umlauf

(typed/printed name)

STATE OF Washington)
) ss.
COUNTY OF King)

On this day personally appeared before me, Roy A. Umlauf and M. Kathleen Umlauf, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 5th day of March, 2021



Theda M. Yandell
(notary signature)

Theda M Yandell
(typed/printed name of notary)

Notary Public in and for the State of Washington.
My commission expires 4/13/2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

LOT 4, GREGORY ADDITION ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 72 OF PLATS, PAGE 69, IN KING COUNTY, WASHINGTON.

EXHIBIT B

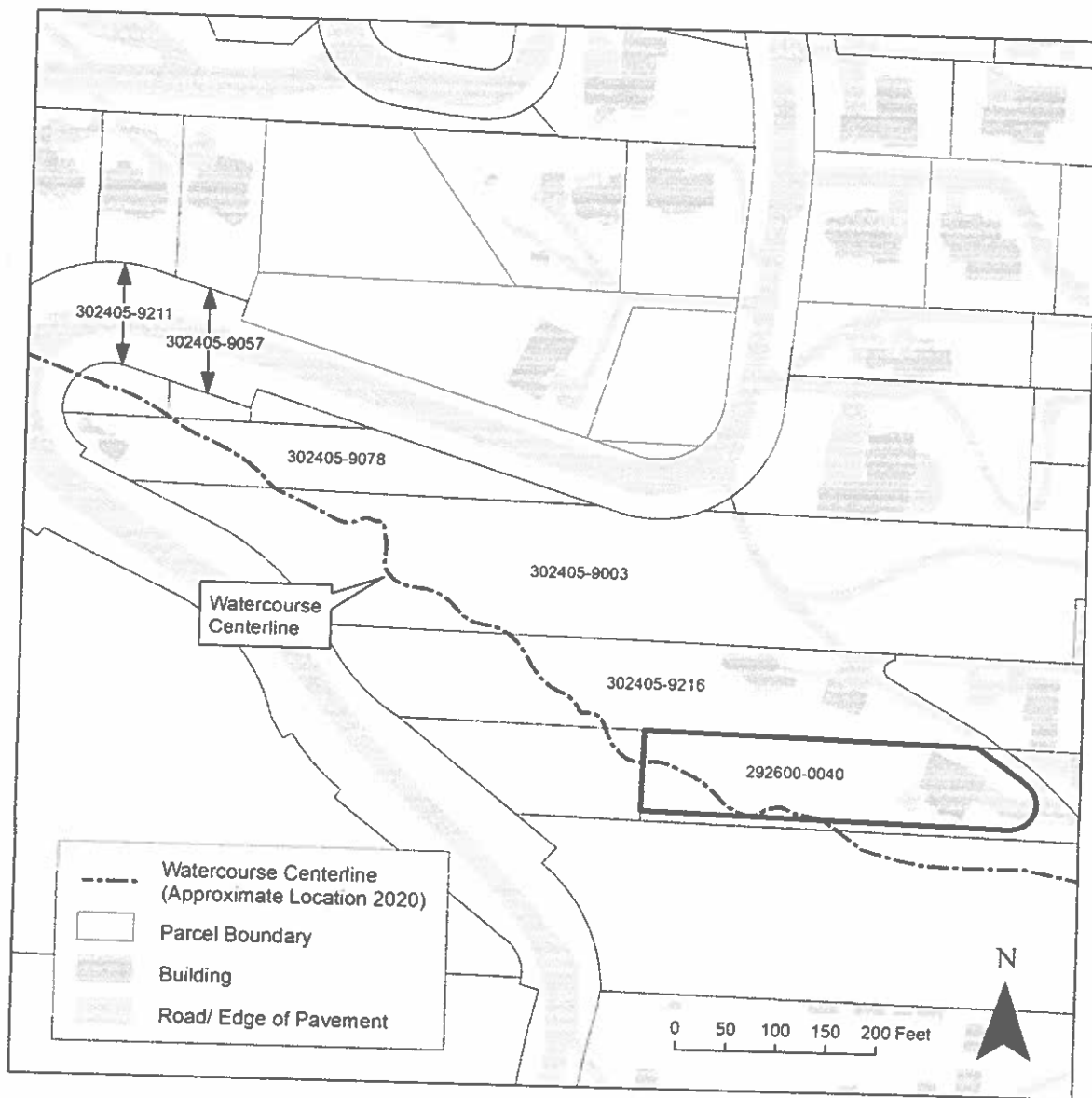
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PERPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE BASED UPON AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Conrad Partners LLC
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): Portion of NE ¼, Sec 30, T 24N, R 5E, W.M.
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 3024059003

RECITALS

A. Conrad Partners LLC ("Grantor") is the owner of certain real property (the "Property") located at 6442 East Mercer Way in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse depicted on Exhibit "C". The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants, conveys and warrants to the Grantee a permanent easement ("Easement") under, across, and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to, removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantor hereby grants to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantor also covenants and agrees that, upon reasonable notice to Grantor, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantor's Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantor may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 31st day of March, 2021.

GRANTOR

Conni Strope, partner Conard partners LLC
(signature)

Conni Strope, Partner, Conard Partners LLC
(typed/printed name and title)

STATE OF Idaho)
COUNTY OF Kootenai) ss.

I certify that I know or have satisfactory evidence that Conni Strop is/are the person(s) described in and who executed the foregoing instrument, and acknowledged it to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 31st day of March, 2021



Heidi Russo
(notary signature)
Heidi Russo
(typed/printed name of notary)

Notary Public in and for the State of Idaho
My commission expires 3/3/2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THE SOUTH 133 FEET OF THE NORTH 498 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND OF GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., LYING EAST OF THE COUNTY ROAD, TOGETHER WITH THE ADJACENT SHORE LANDS;

LESS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE MEANDER CORNER ON THE NORTH LINE OF SECTION 30, THENCE SOUTH 1°22'19" WEST 498 FEET; THENCE NORTH 88°35'15" WEST 198.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°35'15" WEST 116 FEET; THENCE NORTH 1°22'19" EAST 65 FEET; THENCE SOUTH 88°35'15" EAST 116 FEET; THENCE SOUTH 1°22'19" WEST 65 FEET TO THE TRUE POINT OF BEGINNING; SITUATED IN KING COUNTY, WASHINGTON. COMMONLY KNOWN AS 6442 EAST MERCER WAY, MERCER ISLAND, WASHINGTON.

EXHIBIT B

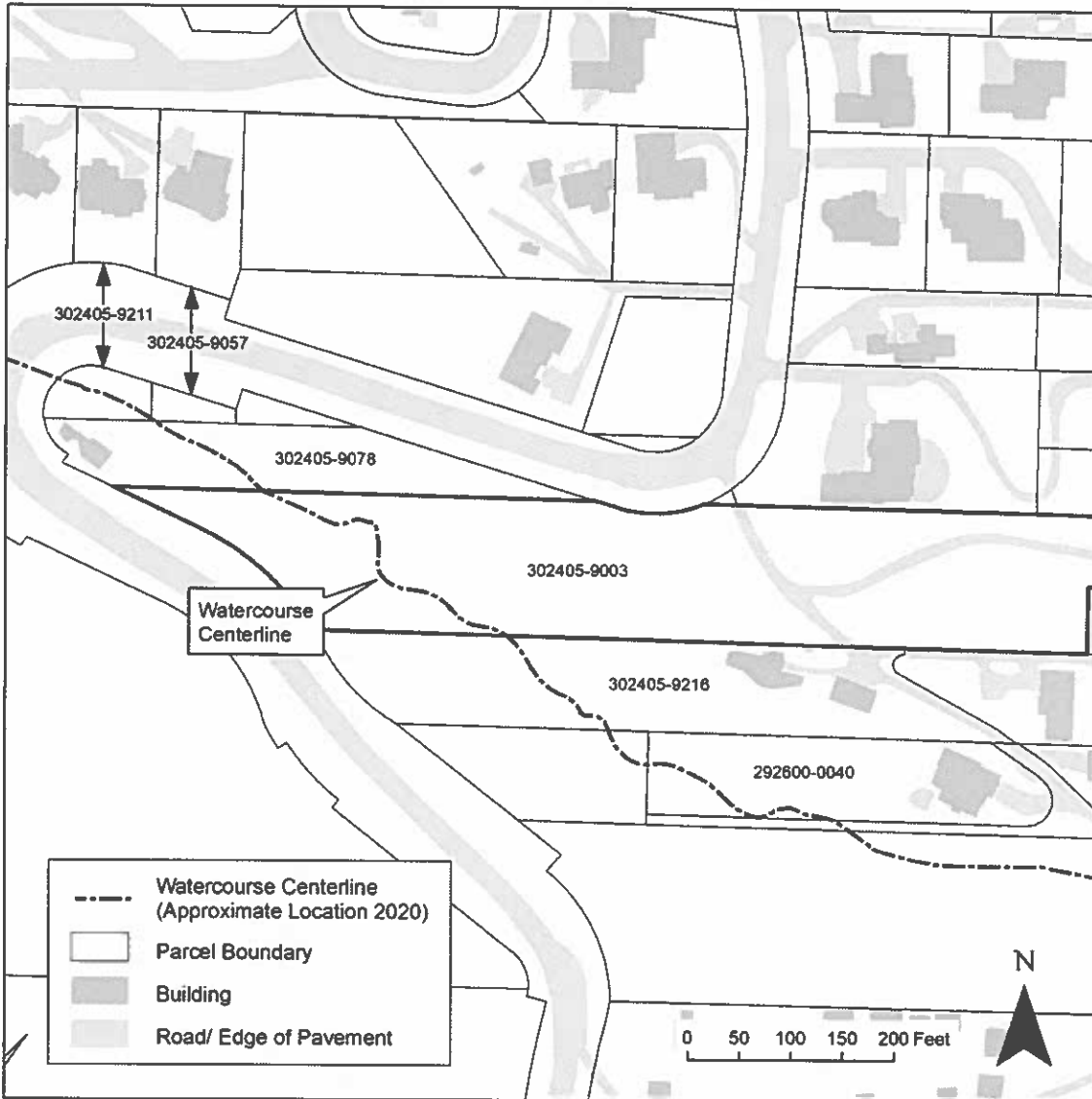
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PERPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE BASED UPON AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



Return Address:

City of Mercer Island
 Attn: City Attorney
 9611 SE 36th Street
 Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
 AND STORM DRAINAGE SYSTEM**

Grantor (s): Gary Shane Owenby and Victoria Owenby
 Grantee (s): CITY OF MERCER ISLAND
 Property Legal Description (abbreviated): Portion of NE 1/4, Sec 30, T 24N, R 5E, W.M.
 Additional Legal(s) on Exhibit "A"
 Easement Legal Description (abbreviated): 30 foot wide drainage easement
 Additional Legal(s) on Exhibit "B"
 Additional Map on Exhibit "C"
 Assessor's Tax Parcel ID#(s): 3024059078

RECITALS

A. Gary Shane Owenby and Victoria Owenby, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 6520 East Mercer Way in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse depicted on Exhibit "C". The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across, and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to, removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property, for the purposes of facilitating construction of the Facilities. However, all access by the Grantee and/or its agents shall be made from the north bank of the watercourse.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

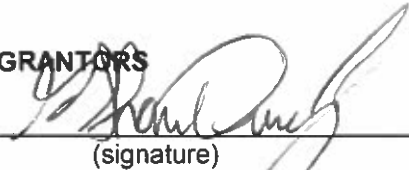
4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

5. Grantors' Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.

7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs, and assigns.


DATED THIS 19th day of Jan, 2021.

GRANTORS


(signature)

Gary Shane Owenby

(typed/printed name)



(signature)

Victoria Owenby

(typed/printed name)

STATE OF Washington)
) ss.
COUNTY OF King)

On this day personally appeared before me, Gary Shane Owenby and Victoria Owenby, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 19th day of January, 2021.

Irene M Rice
(notary signature)

Irene M Rice
(typed/printed name of notary)



Notary Public in and for the State of Washington.
My commission expires 9-15-2021

EXHIBIT A

LEGAL DESCRIPTION OF SERVICENT PROPERTY

THAT PORTION OF THE SOUTH 65 FEET OF THE NORTH 365 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EAST AND SOUTH OF MERCER ISLAND ROAD AND WEST OF A PRIVATE ROAD 10 FEET WIDE AS RECORDED IN DEED TO VIRGIL O. FORD AND ELINORE S. FORD IN VOLUME 1540, PAGE 415, RECORDED UNDER RECORDING NUMBER 2751063.

EXHIBIT B

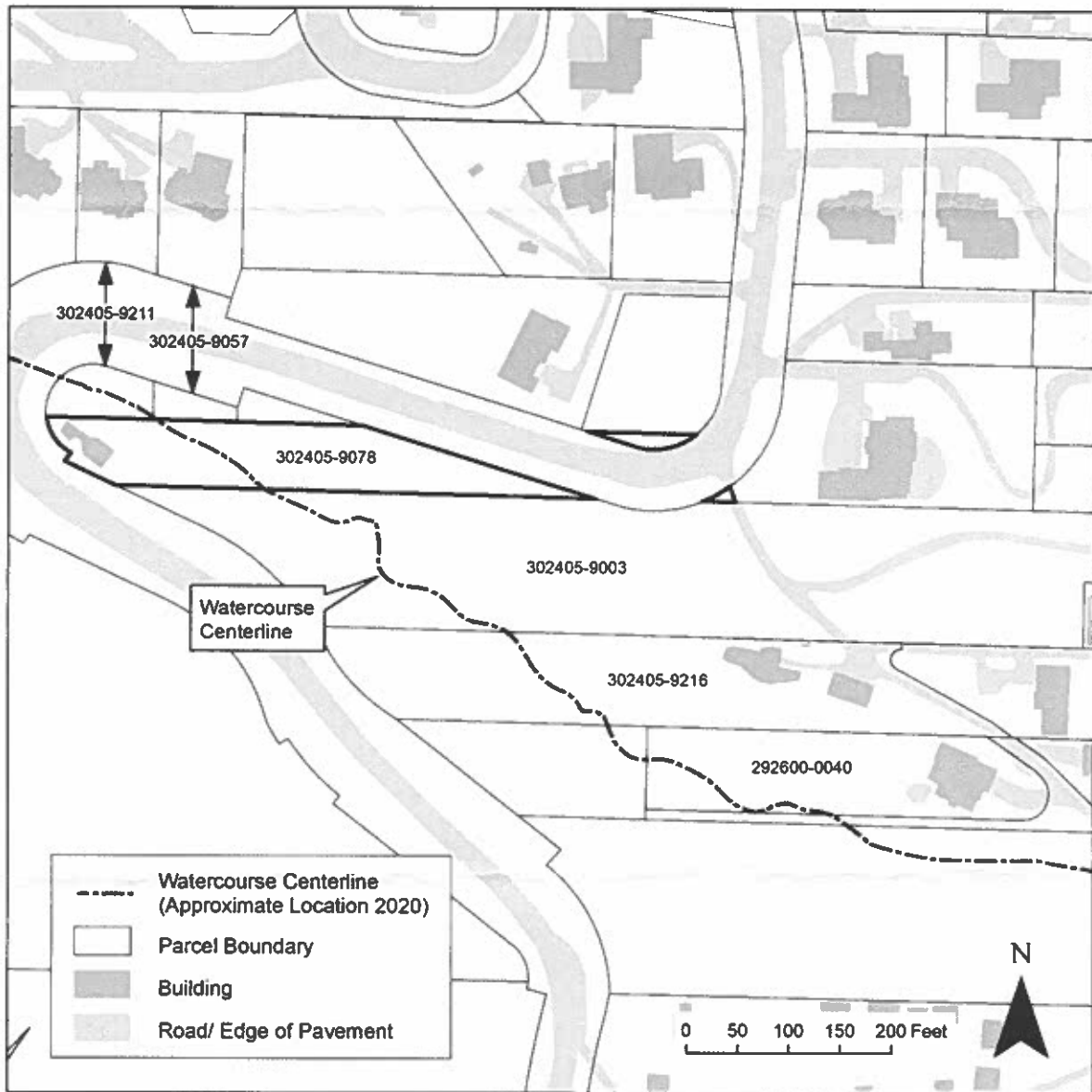
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PERPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE BASED UPON AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): J. Michael Schaeffer and Conni Strobe
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): Portion of NE ¼, Sec 30, T 24N, R 5E, W.M.
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 3024059216

RECITALS

A. J. Michael Schaeffer and Conni Strobe, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 6474 East Mercer Way in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse depicted on Exhibit "C". The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. **Grant of Easement.** Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to, removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

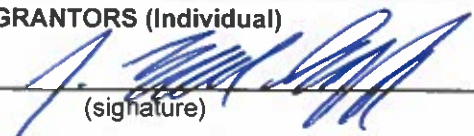
4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

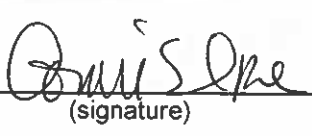
6. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 31st day of March, 2021

GRANTORS (Individual)


(signature)

J. Michael Schaeffer
(typed/printed name)


(signature)

Conni Strobe
(typed/printed name)

STATE OF Idaho)
COUNTY OF Kootenai) ss.

On this day personally appeared before me, J. Michael Schaeffer and Connie Strope, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 3rd day of March, 2021

Heidi Russo
(notary signature)

Heidi Russo
(typed/printed name of notary)



Notary Public in and for the State of Idaho
My commission expires 3/3/2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THAT PORTION OF GOVERNMENT LOT 1, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING BETWEEN THE NORTH 498.00 FEET THEREOF AND THE SOUTH 471.00 FEET THEREOF, AND LYING EASTERLY OF EAST MERCER WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 30, THENCE SOUTH 1°25'38" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 498.00 FEET; THENCE SOUTH 88°32'59" EAST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER 1205.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1°24'27" WEST 9.97 FEET TO A POINT ON A CURVE FROM WHICH THE CENTER LIES SOUTH 1°24'27" WEST 10.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 153°47'52" AN ARC DISTANCE OF 26.84 FEET; THENCE SOUTH 62°23'25" EAST 108.62 FEET; THENCE SOUTH 55°35'33" EAST 23.99 FEET TO THE NORTHWEST CORNER OF LOT 3, GREGORY ADDITION AS RECORDED IN VOLUME 72 OF PLATS, PAGE 69, RECORDS OF KING COUNTY, WASHINGTON; THENCE NORTH 88°35'33" WEST ALONG THE NORTH LINE OF SAID PLAT 603 FEET MORE OR LESS TO INTERSECT THE EASTERLY MARGIN OF EAST MERCER WAY; THENCE NORTHWESTERLY ALONG SAID EASTERLY MARGIN TO A POINT THAT LIES NORTH 88°32'59" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°32'59" EAST TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

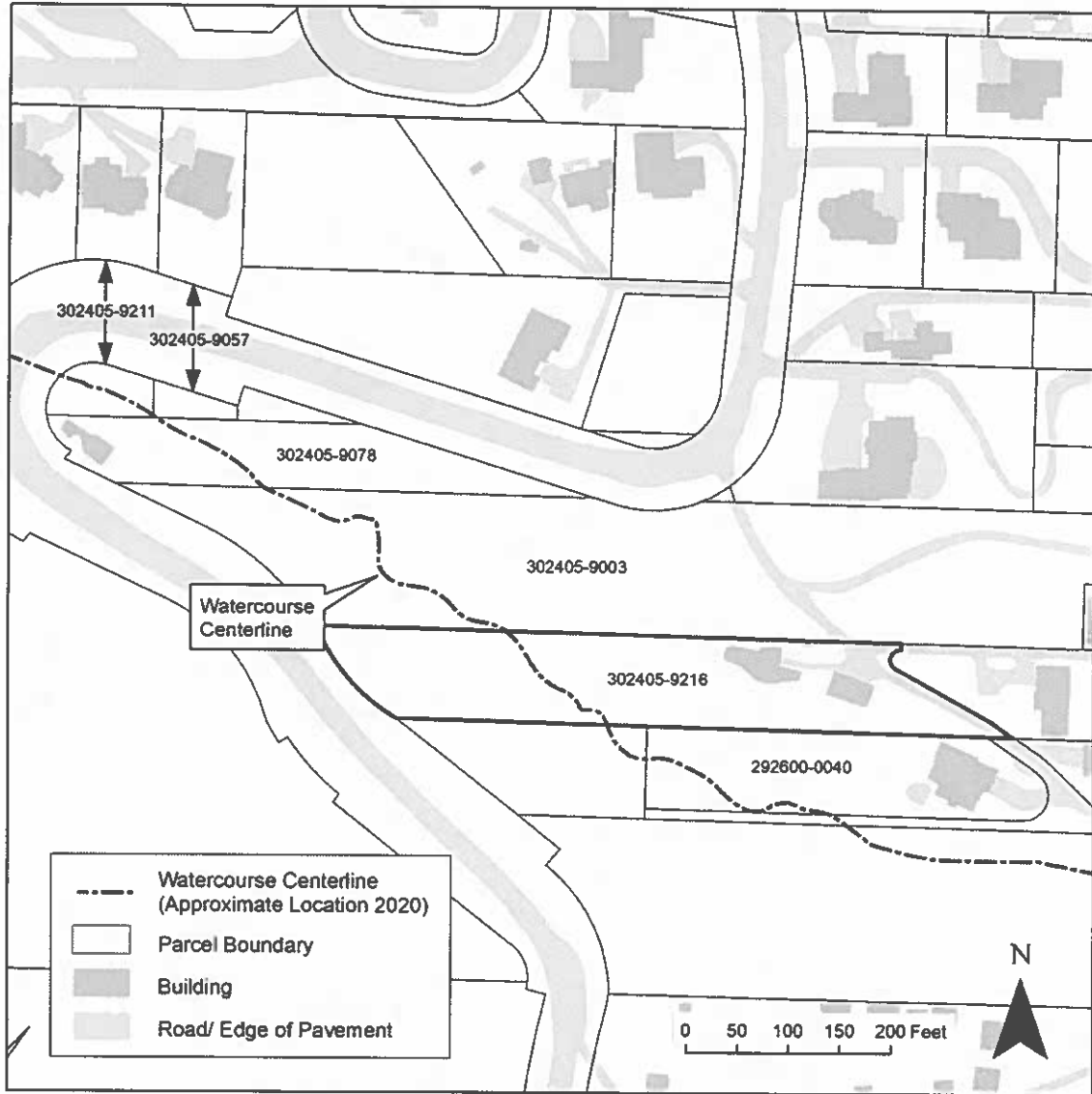
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PERPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE BASED UPON AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Jason W. Farrish and Robin B. Farrish
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): PTN OF TR 21, HARRY WHITE'S PLOT OF EAST SEATTLE
ACRE TRS
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 9365700310

RECITALS

A. Jason W. Farrish and Robin B. Farrish, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 4323 W Mercer Way in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse located partially on Grantors' Property. The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across, and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees, and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to: removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

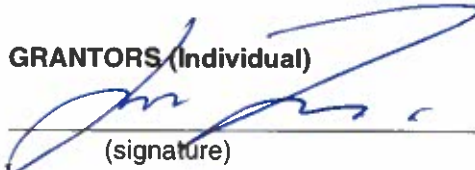
5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling, or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.

7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs, and assigns.

DATED THIS 12 day of February, 2021.

GRANTORS (Individual)



(signature)

Jason W. Farrish
(typed/printed name)



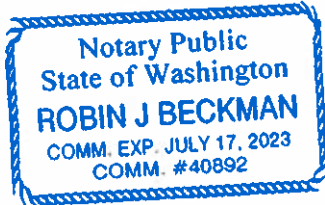
(signature)

Robin B. Farrish
(typed/printed name)

STATE OF WA)
) ss.
COUNTY OF King)

On this day personally appeared before me, Jason W. Farrish and Robin B. Farrish, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 12 day of February, 2021.



Robin Beckman
(notary signature)

Robin J. Beckman
(typed/printed name of notary)

Notary Public in and for the State of WA
My commission expires 7-17-2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF TRACT 21, HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 36, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER ON THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY;
 THENCE NORTH 89°54'07" WEST ALONG THE NORTH BOUNDARY LINE OF MERRIMOUNT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24 OF PLATS, PAGE 37, RECORDS OF KING COUNTY, A DISTANCE OF 1037.33 FEET TO THE CENTERLINE OF THIRD STREET;
 THENCE NORTH 00°05'56" WEST ALONG THE CENTERLINE OF SAID THIRD STREET FOR A DISTANCE OF 294.84 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 21;
 THENCE CONTINUING NORTH 00°05'56" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 259.27 FEET TO AN INTERSECTION WITH THE CENTERLINE OF "J" STREET OF SAID HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS;
 THENCE NORTH 89°54'04" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 263.95 FEET;
 THENCE SOUTH 00°05'56" EAST 139.00 FEET;
 THENCE SOUTH 08°21'52" WEST 141.05 FEET TO THE CENTERLINE OF "K" STREET IN SAID HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS;
 THENCE NORTH 89°37'35" EAST ALONG SAID CENTERLINE OF "K" STREET FOR A DISTANCE OF 96.00 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 41°23'23" EAST 165.35 FEET TO THE WESTERLY MARGIN OF WEST MERCER WAY;
 THENCE SOUTH 48°36'37" EAST ALONG SAID WESTERLY MARGIN FOR A DISTANCE OF 110.82 FEET TO A POINT OF CURVATURE IN SAID WESTERLY MARGIN;
 THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 160.90 FEET THROUGH A CENTRAL ANGLE OF 22°32'11" FOR AN ARC DISTANCE OF 63.62 FEET TO THE CENTERLINE OF SAID "K" STREET;
 THENCE SOUTH 89°37'35" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 231.29 FEET TO THE POINT OF BEGINNING.
 SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

EXHIBIT B

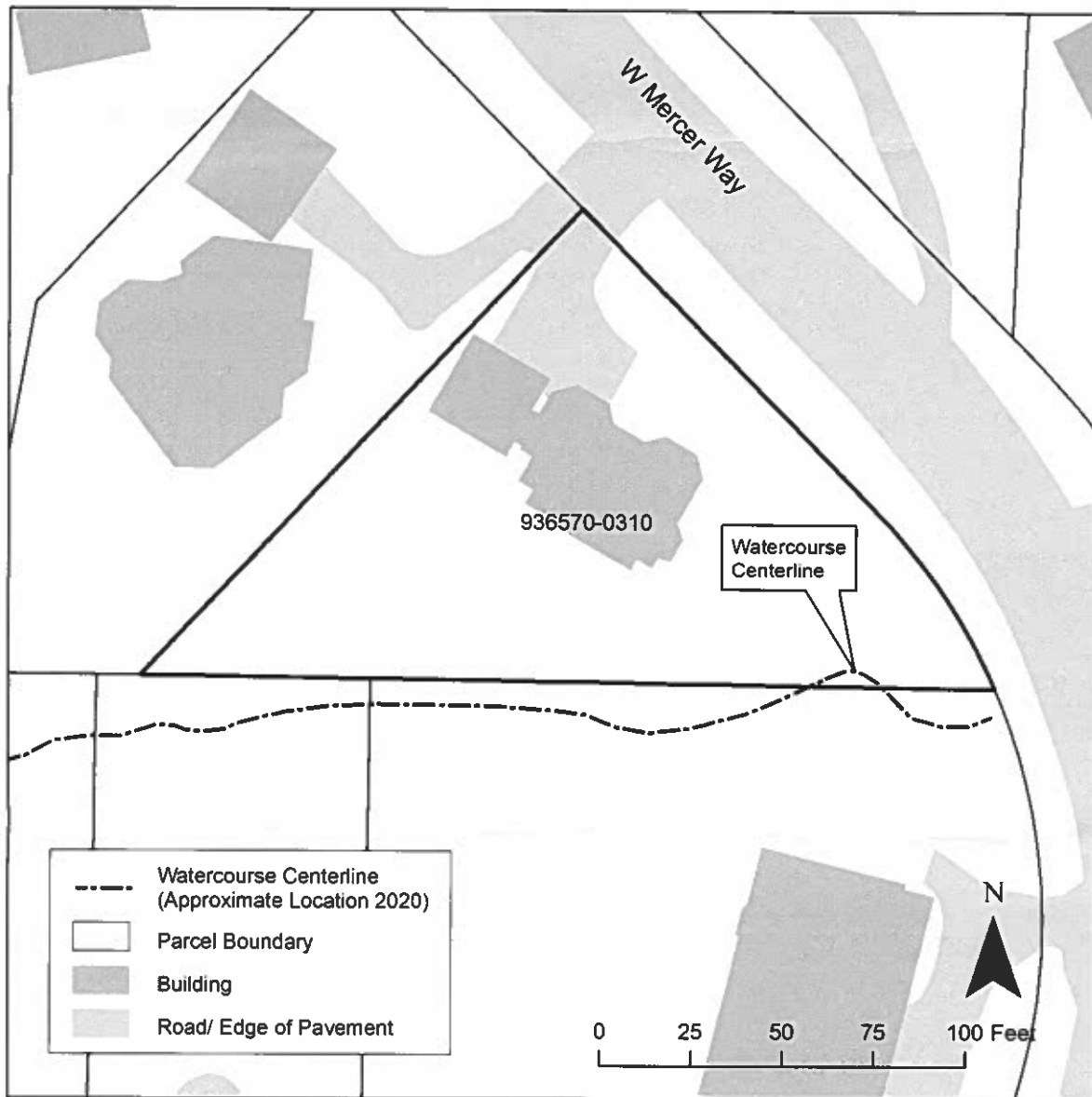
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE APPROXIMATE AND ARE BASED UPON AVAILABLE AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, TOPOGRAPHIC SURVEYS, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Bruce B. Clibborn and Judith R. Clibborn
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): PTN OF TR 24, HARRY WHITE'S PLOT OF EAST SEATTLE
ACRE TRS
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 9365700360

RECITALS

A. Bruce B. Clibborn and Judith R. Clibborn, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 8140 SE 44th Street in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse located partially on Grantors' Property. The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. **Grant of Easement.** Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across, and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to: removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling, or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.

7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs, and assigns.

DATED THIS 27th day of January, 20 21

GRANTORS (Individual)

 
(signature) (signature)

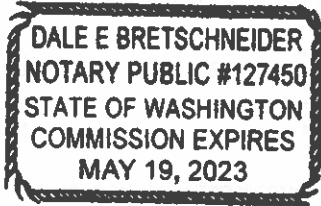
Bruce B. Clibborn
(typed/printed name)

Judith R. Clibborn
(typed/printed name)

STATE OF Washington)
) ss.
COUNTY OF King)

On this day personally appeared before me, Bruce B. Clibborn and Judith R. Clibborn, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 27th day of January, 2021



Dale E. Bretschneider
(notary signature)

Dale E. Bretschneider
(typed/printed name of notary)

Notary Public in and for the State of WASHINGTON
My commission expires MAY 19, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THE EAST 75 FEET OF THE WEST 402.5 FEET AND THE EAST 7 FEET OF THE WEST 409.5 FEET OF THE SOUTH 150 FEET OF TRACT 24, HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 36, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 10 FEET THEREOF;

TOGETHER WITH AN UNDIVIDED 1/2 INTEREST IN THE SOUTH 10 FEET OF THE PORTION OF SAID TRACT 24 WHICH LIES EAST OF THE EAST LINE OF THE WEST 327.5 FEET OF SAID TRACT 24; EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, WASHINGTON, FOR MERCER ISLAND ROAD BY DEED RECORDED UNDER RECORDING NUMBER 931892.

EXHIBIT B

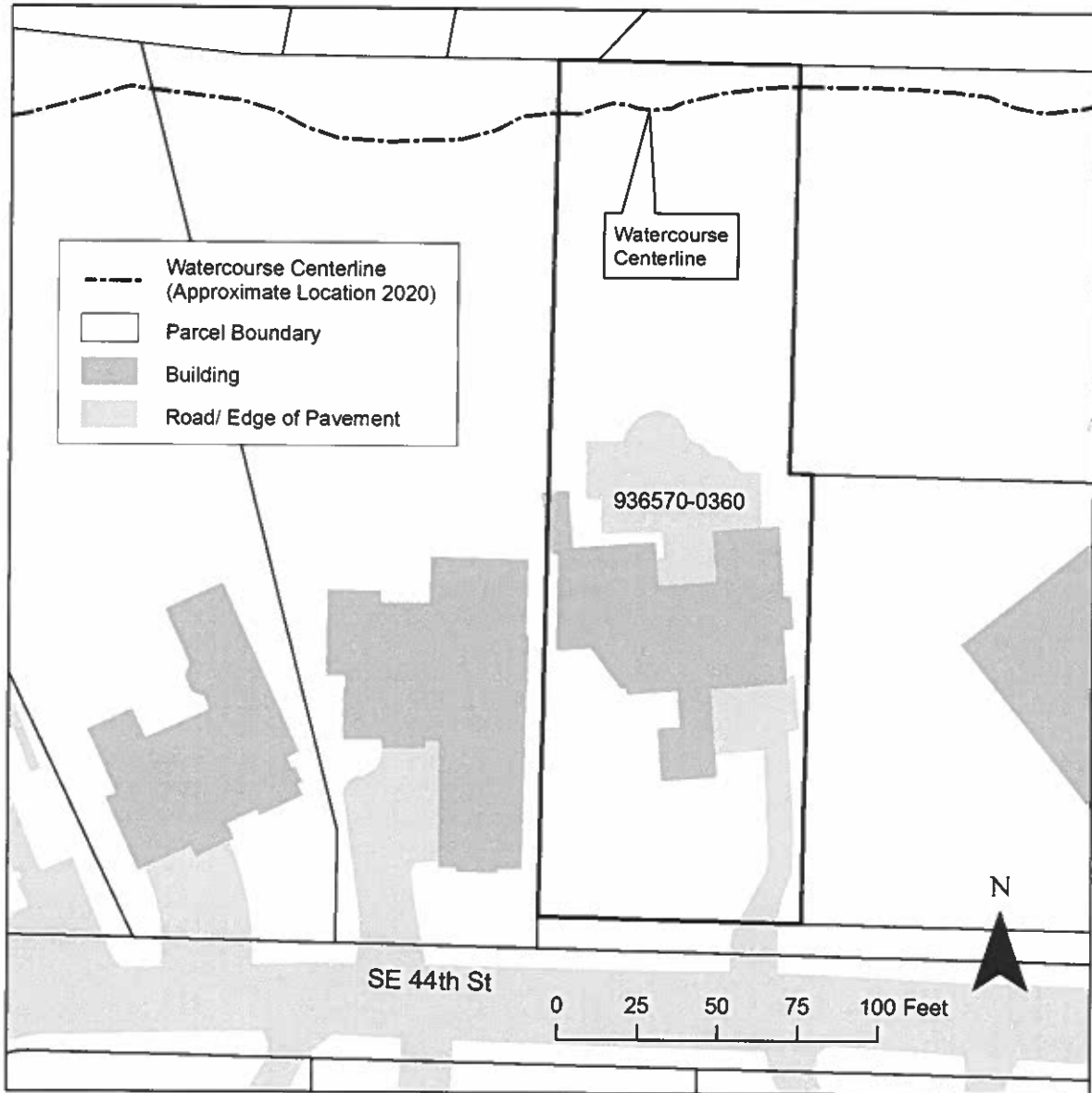
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE APPROXIMATE AND ARE BASED UPON AVAILABLE AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, TOPOGRAPHIC SURVEYS, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Robert Dunbar and Andrea Dunbar
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): PTN OF TR 24, HARRY WHITE'S PLOT OF EAST SEATTLE
ACRE TRS
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 9365700363

RECITALS

A. Robert Dunbar and Andrea Dunbar, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 4333 W Mercer Way in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse located partially on Grantors' Property.. The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. **Grant of Easement.** Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to: removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

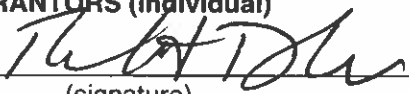
5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling, or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.

7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 3 day of February, 2021

GRANTORS (Individual)


(signature)

Robert Dunbar
(typed/printed name)


(signature)

Andrea Dunbar
(typed/printed name)

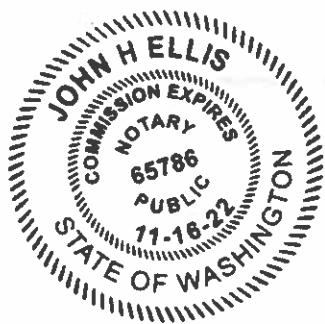
STATE OF WA)
COUNTY OF King) ss.

On this day personally appeared before me, Robert Dunbar and Andrea Dunbar, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 3rd day of February, 2021.

John H. Ellis (John H. Ellis)
(notary signature)

John H. Ellis
(typed/printed name of notary)



Notary Public in and for the State of WA.
My commission expires 11/18/22

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF TRACT 24, HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 36, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 402.5 FEET THEREOF; AND EXCEPT THAT PORTION OF THE SOUTH 150 FEET THEREOF LYING EAST OF THE EAST LINE OF THE WEST 402.5 FEET THEREOF; AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR MERCER ISLAND ROAD BY DEED RECORDED UNDER RECORDING NUMBER 931892.

EXHIBIT B

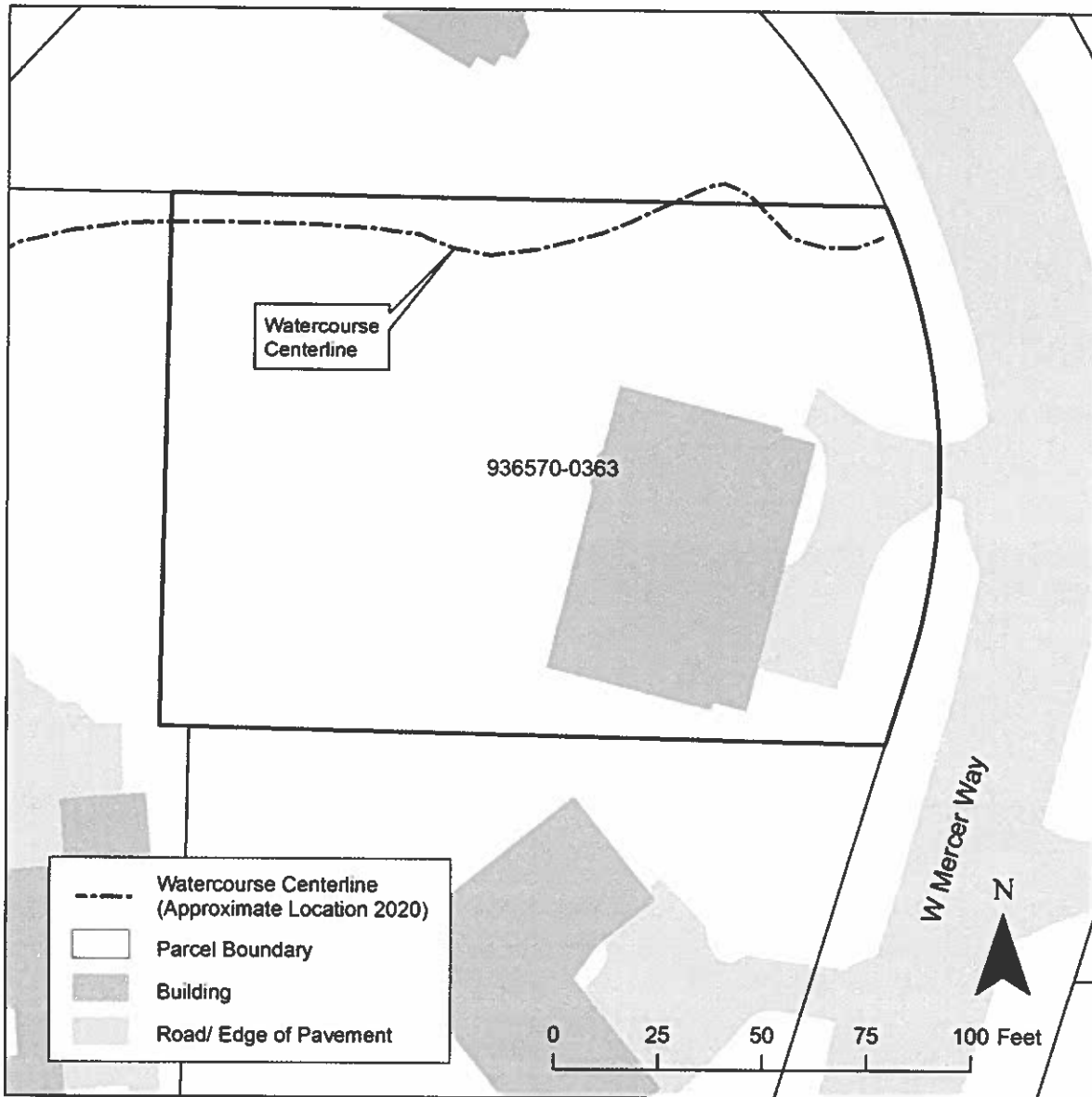
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PERPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE APPROXIATE AND ARE BASED UPON AVAILABLE AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, TOPOGRAPHIC SURVEYS, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Paul C. Rogan and Kelly M. Rogan
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): PTN OF TR 24, HARRY WHITE'S PLOT OF EAST SEATTLE
ACRE TRS
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 9365700364

RECITALS

A. Paul C. Rogan and Kelly M. Rogan, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 8132 SE 44th Street in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse located partially on Grantors' Property. The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. **Grant of Easement.** Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees, and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to: removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

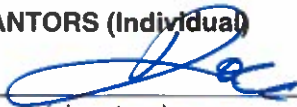
5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling, or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

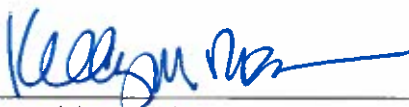
6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.

7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 28th day of January, 2021.

GRANTORS (Individual)

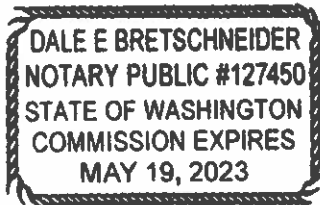

(signature)
Paul C. Rogan *Paul Rogan*
(typed/printed name)


(signature)
Kelly M. Rogan *Kelly Rogan*
(typed/printed name)

STATE OF Washington)
) ss.
COUNTY OF King)

On this day personally appeared before me, Paul C. Rogan and Kelly M. Rogan, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 28th day of January, 2021.



Dale E Bretschneider
(notary signature)

Dale E Bretschneider
(typed/printed name of notary)

Notary Public in and for the State of Washington
My commission expires May 19, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF TRACT 24 OF HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 36, RECORDS OF KING COUNTY AUDITOR, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING CONCRETE MONUMENT ON THE NORTH MARGIN OF SOUTHEAST 44TH STREET AT THE INTERSECTION WITH THE CENTER LINE OF 81ST AVENUE S.E. AS SHOWN ON THE PLAT OF MERRY MANOR, AS RECORDED IN VOLUME 72 OF PLATS, PAGES 1 AND 2, IN KING COUNTY, WASHINGTON, SAID MONUMENT ALSO BEING ON THE SOUTH LINE OF SAID TRACT 24;
 THENCE SOUTH 89°54'07" EAST 122.92 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING SOUTH 89°54'07" EAST 63.00 FEET;
 THENCE NORTH 0°05'56" WEST 277.12 FEET TO THE NORTHERLY LINE OF SAID TRACT 24;
 THENCE SOUTH 89°37'35" WEST ALONG SAID NORTHERLY LINE OF SAID TRACT 24 WHICH IS COINCIDENT WITH THE CENTER LINE OF "K" STREET OF SAID PLAT, FOR A DISTANCE OF 98.32 FEET;
 THENCE NORTH 85°16'45" WEST 32.34 FEET;
 THENCE SOUTH 15°32'36" EAST 253.60 FEET;
 THENCE SOUTH 0°05'56" EAST 34.70 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED 1/2 INTEREST IN: THAT PORTION OF THE SOUTH 10 FEET OF SAID TRACT 24 LYING EAST OF THE EAST LINE OF THE WEST 327.5 FEET OF SAID TRACT 24; EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, WASHINGTON, FOR MERCER ISLAND ROAD BY DEED RECORDED UNDER RECORDING NUMBER 931892.

ALSO KNOWN AS LOT 1, SHCADEMAN SHORT PLAT, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 20161215900007, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B

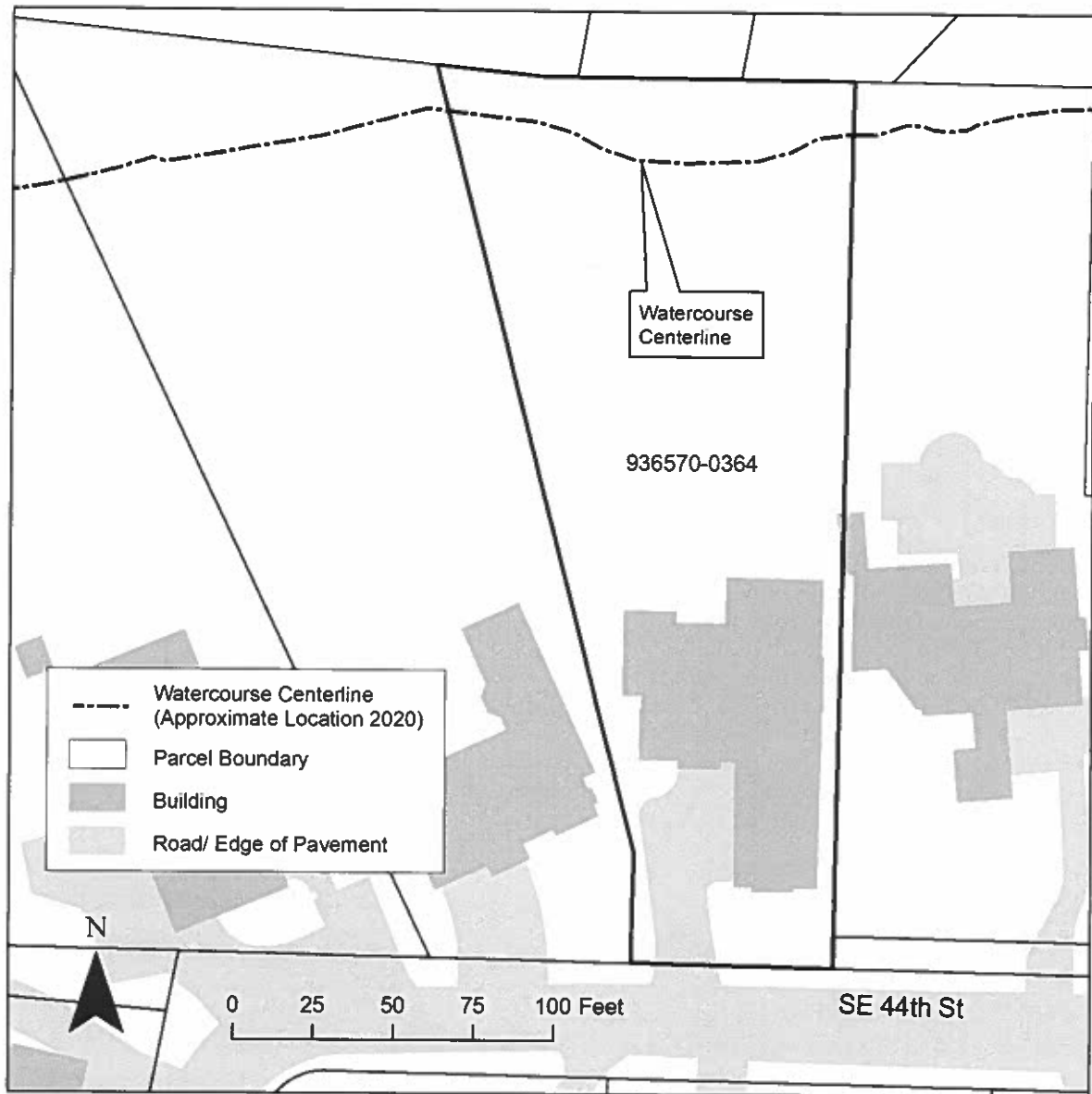
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE APPROXIMATE AND ARE BASED UPON AVAILABLE AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, TOPOGRAPHIC SURVEYS, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.





**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND**

**AB 5878
June 1, 2021
Public Hearing**

AGENDA BILL INFORMATION

TITLE:	AB 5878: Adoption of 2022-2027 Six-Year Transportation Improvement Program (Public Hearing continued from May 4 Meeting and Adoption).	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
RECOMMENDED ACTION:	Conduct public hearing extended from May 4 and adopt 2022-2027 Transportation Improvement Program.	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Public Works
STAFF:	Jason Kintner, Chief of Operations Patrick Yamashita, City Engineer/Deputy Public Works Director Matt Mornick, Finance Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Summary of Public Comments, received by May 20 2. Updated Detail of Proposed Expenditures 2022-2027 3. Updated Street Fund Balance, as of May 2021
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

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

SUMMARY

The purpose of this agenda bill is to continue the public hearing from May 4, 2021 and adopt the 2022-2027 Transportation Improvement Program (TIP).

BACKGROUND

On May 4, 2021, the City Council opened the public hearing for the TIP (see [AB 5853](#)), received a presentation from staff, reviewed the draft TIP and provided staff with direction on specific projects. The public hearing was extended to June 1, 2021. Additional public comments received following the April 16 deadline for inclusion in [AB 5853](#), presenting the preliminary draft TIP, are included in Exhibit 1.

The City Council’s direction to staff included changes to the following projects:

1. **West Mercer Way Chip Seal (SE 56th Street – EMW) [SP105]:**
 - a. Remove the hot mix asphalt (HMA) overlay option [SP105A].

- b. Perform a public input survey to solicit feedback on the general use of HMA vs chip seal for roadway resurfacing.
- c. Provide the survey results to the City Council prior to proceeding with the chip seal project currently scheduled in 2023 to allow time for the City Council to decide how to proceed with the project.

2. Island Crest Way Corridor Safety Analysis [NEW PROJECT in category E - TIP Other]:

- a. Complete a corridor safety analysis on Island Crest Way from 90th Ave. SE, south through SE 68th Street. This work is to proceed in 2021 with the results presented to the City Council in Q1 2022. This corridor safety analysis will inform planning (scope, phasing, cost estimates, etc.) for future capital projects along this corridor, including SP 119, described below.
- b. The scope of the analysis will likely focus on facilities/infrastructure such as pedestrian/bicycle facilities, parking, illumination, etc.; deficiencies such as visibility/sightlines, roadway/intersection safety and capacity, parking, and types of users of the corridor (drivers, pedestrians, cyclists, school children, etc.).
- c. The proposed funding includes \$75,000 in 2021 and \$25,000 in 2022. This will require an appropriation from the fund balance in the Street Fund.

3. North-South Bike Route Completion ICW (90th Ave. SE – SE 63rd Street) [SP119]:

- a. Following completion of the corridor analysis, create a phased design and construction approach to address the needs identified in the corridor safety analysis.
- b. The start of this project shifted by one year from 2022 to 2023 to account for the corridor safety analysis and components to be added in a future TIP, potentially replacing SP119. This one-year shift is reflected in Exhibit 2.

Exhibit 2 is an updated draft detail of proposed expenditures for the 2022-2027 TIP that incorporates the City Council's directions to staff during the May 4, 2021 TIP discussion. The changes made are reflected in red.

Exhibit 3 is an updated Street Fund balance based on the changes reflected in Exhibit 2 and an appropriation of \$337,872 for the East Mercer Way Slide Repair (see [AB 5871](#)) approved by the City Council on May 18, 2021.

SUSTAINABLE PRACTICES

The TIP projects and Public Works maintenance practices for transportation facilities continue to move toward creating a more sustainable transportation infrastructure, with a range of approaches including:

- Use of recycled asphalt in hot mix asphalt.
- Recycling asphalt pavement grindings for use in road base and utility trenches, where appropriate.
- Use of Low Impact Development (LID) and drainage techniques where feasible and appropriate.
- Proactive maintenance of streets and stormwater drainage systems through ongoing street sweeping and catch basin cleaning programs to protect water quality and Lake Washington habitat.
- Reducing energy costs through efforts such as converting streetlights to LED, where cost effective. The decorative streetlights in the town center were converted to LED in 2013 and the remaining lights in the town center were converted in 2014-2015.

Hot Mix Asphalt (HMA) pavement is a more sustainable choice because the asphalt industry considers it 100% recyclable. Asphalt grindings and rubble from roadway improvement projects are routinely returned to asphalt plants, processed into recycled asphalt pavement, and incorporated into future projects around the

region. New HMA pavement typically includes approximately 20% recycled asphalt content (per WSDOT specifications), which has both economic and environmental benefits. It reduces the asphalt industry's demand for new aggregate from quarries and gravel borrow sites, as well as the amount of new liquid asphalt required to produce new HMA. Other common uses of recycled asphalt include gravel base rock under new pavement and backfill for utility trenches.

Routine street sweeping is another sustainable approach and considered a best management practice that helps protect water quality by removing debris containing pollutants before it impacts water quality within the stormwater system. The Town Center is swept a minimum of 36 times annually; arterial roadways are swept a minimum of 18 times annually; all residential streets are swept a minimum of twice annually. Sweeping is also provided as requested when warranted by special conditions such as construction activities, significant weather events, spills, and traffic collisions.

As discussed with City Council on March 2, 2021 (see [AB 5822](#)), staff will continue to find opportunities to expand sustainability improvements with the City's transportation and Capital Improvement Projects.

RECOMMENDATION

- 1) Conduct a public hearing and consider public testimony.
- 2) Adopt the 2022-2027 Transportation Improvement Program, as reflected in Exhibit 2.
- 3) Appropriate \$100,000 from the Fund Balance in the Street Fund for the Island Crest Way Corridor Safety Analysis.

Summary of Public Comments

2022-2027 Transportation Improvement Program

(All comments received by May 31)

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
1	Other Transportation Project	92nd Ave SE between SE 40th St and SE 42nd St	Speed Humps on 92nd Ave SE between SE 40th Street and SE 42nd Street: We understand installation is planned for summer of '21; thank you. We absolutely support this work and believe it will make a significant difference for the residents in the area and will close the loop around this oversized block. 86 th Ave SE, SE 42 nd Street both have speed humps or raised crosswalks that have calmed traffic significantly.	3/30/2021
2	Pedestrian and Bicycle Project	SE 40th St between 92nd Ave SE and 93rd Ave SE	Sidewalk Construction on SE 40th Street between 92nd Ave SE and 93rd Ave SE: This is a project the District has lobbied for the past few years. Currently the District's transportation group runs a bus from the neighborhood east of 92 nd Ave SE to Northwood Elementary (which should be in the walk zone) since there is not a safe walk path or ability for pedestrians to cross SE 40 th from the south. This improvement would tie into other improvements on SE 40 th and allow expansion of the walk zone for Northwood.	3/30/2021
3	Pedestrian and Bicycle Project	92nd Ave SE between SE 40th St and SE 41st St	Sidewalk Improvements on 92 nd Avenue SE between SE 40 th Street and SE 41 st Street: Given the addition of the speed humps, we agree with the City that this should be monitored to determine if sidewalk improvements continue to be warranted. Students do have the ability to move from 92 nd AVE SE to SE 41 st Street, to 91 st Avenue SE, to SE 40 th Street.	3/30/2021
4	Pedestrian and Bicycle Project	77th, SE 32nd - SE 27th	Regarding the proposed work on 77th, do you have any engineering to show the proposed street cross-section? Modify channelization to on-street parking (SE 32nd - SE 27th), shared bike (sharrows) facility to be consistent with Town Center Development and Design Standards (MICC 19.11), connect to MTS/I-90 trail	3/31/2021
5	Pedestrian and Bicycle Project	77th, SE 32nd - SE 27th	I am writing to ask that the bike lane on 77th be maintained in any improvement project to this street. This is the only designate bike access to town center and is used daily by adults and kids. Removing it would be irresponsible and unsafe as the walks are too crowded to ride on and the street is a busy one, and people don't always share the road.	3/31/2021
6	Arterial Street	WMW	Chip Seal on West Mercer Way (SP 105). Thank you for the wonderful HMA paving project completed on East Mercer Way. I also applaud all of the other specific Arterial Improvement projects on the TIP calling for resurfacing with HMA. The poor orphan in this otherwise outstanding list is West Mercer Way from 56 th -EMW. Another euphemism is that you will "restore" the pavement with chip seal. Chip seal does not restore pavement; it fundamentally degrades it. Anyone who disagrees can ride with me over the HMA on East Mercer, then continue down to where it becomes chip seal and you will feel the distinction. I have previously communicated with Council on the problems with chip seal. Among the problems: rough surface, both for driving, riding and if on a bike, landing on it; more susceptible to tire grooves as car tires depress parts of the lanes; lane edges where there are pre-existing shoulders not covered; months of loose top coat, which creates additional sliding out danger for bikes; and increased friction which almost certainly increases tire wear and sends more tire dust into the environment. When the City staff initially proposed chip seal on some roads, it was to be limited to neighborhood streets, with arterials receiving HMA. In the current TIP, with the exception of the WMW segment, the City is adhering to that policy. I understand that chip seal is significantly cheaper than HMA is. But you get what you pay for. HMA is a superior product, with superior utility and service to residents. I would rather drive and ride on this arterial the existing HMA surface until the City can afford to replace it with HMA than to have new chip seal in 2023. We are not an impoverished community with roads that are crumbling and no resources for new asphalt. We should acknowledge that the chip seal at the south end of East Mercer Way was a mistake for an arterial, and we should not repeat it. The current surface is in better condition than it will be with a chip seal overlay. The City staff initially proposed chip seal on some roads, it was to be limited to neighborhood streets, with arterials receiving HMA. Let's stick to that plan. No chip seal on arterial roads.	3/31/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
7	Pedestrian and Bicycle Project	WMW-EMW 8000 WMW- 8500 EMW	<p>I am writing in regard to the proposed bike lane paving, SP 113, WMW-EMW 8000 WMW- 8500 EMW. I am a 27 year resident of Mercer Island and reside on Avalon Dri. I bike the WMW-EMW loop around MI approximately 200-250 times per year. In addition, I walk multiple days per week with my wife and dog along WMW and EMW on the south end. I want to congratulate the city for its commitment to continuously adding additional pedestrian / bike lanes along EMW and WMW.</p> <p>In my experience the single most dangerous piece of roadway for pedestrians and bikers is the section between Clark Beach on EMW and 8400 WMW. SP 113 states that the biker lane project is from 8000 WMW - 8500 EMW. Is this accurate? I believe that the road from 8400 WMW around the south end to 8000 EMW and Clark Beach is noted for having a blind corner, plus there is little shoulder with a deep drainage ditch for portions of this section all the way to Clark Beach Park.</p> <p>One of the outcomes of the Covid experience is that I have observed a significant increase in pedestrians and bikers on this section of roadway. Also, we often walk the loop along East and West Mercer, up the Flurry steps and back down the trail by Clark Beach Park. This is a popular loop that takes more pedestrians to the stretch of roadway we are talking about. Yesterday I saw an elderly man walking with a walker, facing traffic, at the point where EMW meets WMW. If a car came at that time there would be no place for this walker to go.</p> <p>I strongly encourage the city to put the highest priority on creating a bike lane between 8400 WMW to Clark Beach Park on EMW. Please feel free to reach out to me if I can provide any additional observations.</p> <p>Thank you for all the work you do for the residents of MI.</p>	4/4/2021
8	Pedestrian and Bicycle Project	77th Ave SE in City Center	<p>I am writing to ask that the bike lane on 77th be maintained in any improvement project to this street.</p> <p>This is the only designate bike access to town center and is used daily by adults and kids. Removing it would be irresponsible and unsafe as the walks are too crowded to ride on and the street is a busy one, and people don't always share the road.</p>	3/31/2021
9	Pedestrian and Bicycle Project	ICW from 53rd-68th St	<p>https://nextdoor.com/p/5ZkrLHFbWdBx?view=detail(External link) This is a link to my 2021 post on Nextdoor on the 2021 TIP.</p> <p>https://nextdoor.com/news_feed/?post=148567555r(External link) This is a link to my 2020 post on ND I submitted as a public comment for 2020's TIP.</p> <p>It doesn't look like there are any new projects for 2021. I still oppose removing the mature trees along the east side of 80th, and my advice is be careful on the north-south bike path. I agree with Patrick Yamashita's comments last year that every time the council tries to fund completing the bike gap out of the TIP and the citizens realize it means removing the mature trees along one side of ICW from 53rd to 68th they object strenuously, and the city abandons the project. I still don't understand how a bike path on the far south end of Mercer Island qualifies for the \$5.1 million in ST mitigation funds for East Link.</p> <p>My advice is there is a big difference between selecting a TIP project and funding it vs. the citizens supporting it. 2022 is a levy year, and that generally means avoiding controversial projects, certainly TIP projects.</p> <p>I do think the crossing at West Mercer Way for the bike trail turned out well, better than I first thought.</p>	3/29/2021
10	Other Transportation Project	800 NMW	Add commuter parking space. There was not much room for parking pre-pandemic, and the Light Rail only stands to increase demand as it is restored.	3/28/2021
11	Other Transportation Project	W Shorewood Dr via ULB to 84th Ave SE	complete/recover trail connection from Shorewood via ULB to 84th Ave SE	3/26/2021
12	Pedestrian and Bicycle Project	SE 40th St and 36th St (9703 SE 40th St)	Mercerwood Connector - add trail through city property to provide ped/bike connection between SE 40th St and 36th St	3/26/2021
13	Pedestrian and Bicycle Project	3906 East Mercer Way	paved shoulder on only one side is a safety issues; tendency of cars to park on it, and peds to use it both north and south bound, leading to many conflicts with oncoming traffic	3/26/2021
14	Pedestrian and Bicycle Project	SE 44th Pl	lack of eastbound wayfinding for trail down to EMW	3/26/2021
15	Pedestrian and Bicycle Project	4248 Crestwood Place	lack of eastbound wayfinding	3/26/2021
16	Pedestrian and Bicycle Project	9301 Southeast 43rd Street	lack of westbound wayfinding for connection to 92nd Ave SE	3/26/2021
17	Pedestrian and Bicycle Project	SE 68th St	I see many folks cross 68th street to and from the shopping center to Pioneer Park, may consider a lighted ped crosswalk. Thx	4/14/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
18	Pedestrian and Bicycle Project	62nd and ICW/40th and 86th;90th/72nd st/78th Ave SE	Miscellaneous projects. <ul style="list-style-type: none"> Add a flashing crosswalk at 62nd & ICW. City signage instructs cyclists and pedestrians to cross Island Crest Way at this point, but there is no crosswalk or other safety element marked. We recommend a flashing crosswalk light be installed. Use green paint and NACTO standards to mark bike routes at 40th & ICW; 40th & 86th; 90th just northeast of ICW (near ICW mailbox). It is not clear to drivers or cyclists how these busy intersections should be crossed. Add warning signage or street marking to 72nd Street in front of IMS to warn cyclists that the northside shoulder ends abruptly. Add sharrows on 78th AVE SE near Mercerdale park. Adopt NACTO standards at least in town center and at other busy intersections. 	4/15/2021
19	Pedestrian and Bicycle Project	77th Ave SE in City Center	Bike lanes in city center <ul style="list-style-type: none"> Last year residents unanimously opposed removing the bike lanes along 77th Ave SE in the city center, yet city code and the TIP still call for removing them via project SP126. Change city code if necessary to protect these important lanes. 	4/15/2021
20	Residential Street	Gallagher Hill	Chip seal <ul style="list-style-type: none"> Use chip seal on SP115 instead of project SP105. Gallagher Hill is very steep and seldom used by cyclists. It would benefit from the extra traction that chip seal would provide. SP115 See previous comment. If the city moves ahead on chip seal for this project, consider using HMA for the shoulders to reduce negative impact on cyclists. 	4/15/2021
21	Other Transportation Project	ST Station Park and Ride	Safety improvements in front of the Park and Ride. <ul style="list-style-type: none"> After then ST station opens, the risk of injuries from conflicts between bicycles and the increased numbers of disembarking transit passengers will also increase. This area needs wider, more clearly marked traffic lanes or similar improvements. Are the bus shelters still needed for disembarking passengers? The absence of information due to litigation makes specific suggestions difficult at this point. 	4/15/2021
22	Pedestrian and Bicycle Project	EMW and WMW	East and West Mercer Way Shoulders <ul style="list-style-type: none"> Please do not delay these projects. 	4/15/2021
23	Pedestrian and Bicycle Project	ICW from 90th Ave-63rd St	Island Crest Way missing link. <ul style="list-style-type: none"> Please to no delay this project. 	4/15/2021
24	Arterial Street	WMW	I saw that chip seal on West Mercer Way is in the current TIP. Given the heavy use of WMW by cyclists and pedestrians, I would encourage the City to look at alternative cost-effective approaches for preventative maintenance. This could be using a finer aggregate (like 1/4 inch), microsurfacing, slurry seal, or cape seal. These tend to give a smoother surface and fewer flying rock chips (which is good for cyclists, pedestrians, and drivers!). Some resources I have seen on these methods: http://sdotblog.seattle.gov/2013/12/23/microsurfacing-sdots-new-method-to-preserve-residential-streets/ http://www.wyopath.org/bicycle-friendly-chip-seal/ http://www.wyopath.org/wp-content/uploads/2013/08/Tour_de_Chip_Seal_Report.pdf http://www.ucprc.ucdavis.edu/PDF/UCPRC-RR-2016-02.pdf https://www.elevationoutdoors.com/chip-sealing-more/ https://www.elevationoutdoors.com/chip-sealing-an-answer-from-the-county/ And how other local jurisdictions have been adopting these approaches: https://www.seattle.gov/transportation/projects-and-programs/programs/maintenance-and-paving/preventative-maintenance/microsurfacing#background https://www.seattle.gov/transportation/projects-and-programs/programs/maintenance-and-paving/preventative-maintenance/slurry-seal	4/15/2021
25	Pedestrian and Bicycle Project	SE 40th and ICW	I have noticed that the signal on SE 40th Street eastbound at Island Crest Way does not change for cyclists; the City may want to address this.	4/15/2021
26	Pedestrian and Bicycle Project	SE 68th and ICW	I walk daily throughout Pioneer Park. Cars turning right heading westbound onto SE 68th St from southbound Island Crest Way rarely look for pedestrians as it is a yielding right turn. This corner already has poor visibility for the crosswalk coming out of the park. Eventually this could become a tragic accident at this intersection. Typically drivers are looking left for other cars without looking for pedestrians, and they are typically moving quickly through the intersection. Although I am plainly visible at the start of the crosswalk, I often have to wait for several cars to pass before one stops. I am almost hit by cars several times each week. I don't want to see a full stop put in place, but rather a flashing cross light at that right turn alerting drivers to a pedestrian crossing. It need not extend across the street but a simple flashing light on demand at a signpost perhaps 20-30 feet before the turn.	4/15/2021
27	Pedestrian and Bicycle Project	EMW/WMW	I would love to see flexible delineation posts installed on the blind turns on EMW/WMW to keep cars out of the shoulder area where pedestrians walk.	4/15/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
28	Pedestrian and Bicycle Project	77th Ave SE in City Center	I am emailing to express my support for the NIM recommendations in general, but particularly on TIP 126, the 77th re-channelisation to add parking. I know that several years ago citizens were adamantly opposed to additional parking there, and I don't really see the point given the lack of storefronts on 77th, but I am expressly opposed to any design that eliminates designated bike lanes if parking must be added. A sharrow is not a bike lane, it is some paint in a general traffic lane. Kids won't ride bikes in a sharrow because they don't feel safe (because they're not) If you must, change the design standards and protect this resource.	4/16/2021
29	Residential Street	86th Ave SE (46th - 47th)	This neighborhood is in need of resurfacing. 86th Ave SE and 84th Ave SE (between SE 46th St and SE 47th St) and SE 47th Street (between 86th Ave Se and 84th Ave SE) are in great need of resurfacing. It has been scheduled and delayed, scheduled and delayed for many many years. The edges are decaying, there are potholes that continue to reappear and the road is "spidering" all over the place. This is unsafe for bikers, drivers, cars, etc.	4/16/2021
30	Pedestrian and Bicycle Project	ICW from 90th Ave-63rd St	Thank you for encouraging comments on the TIP before the final is presented to Council. As a group promoting sustainability, Island Vision encourages further development of the pedestrian and bicycle system throughout Mercer Island, to reduce the need for motorized vehicles. This means making the system safer, as well as more attractive. High priorities that we think should be emphasized in the TIP update: Complete the missing bike/pedestrian links on the Mercer Ways and Island Crest Way. These items are already on the existing TIP, but should be completed as soon as possible. Perhaps the new federal emphasis on infrastructure will provide additional funds. (See additional comments 31-34) Again, thank for inviting comment, and for all the pedestrian and bicycle improvements that have been made recently.	4/16/2021
31	Pedestrian and Bicycle Project	Islandwide	Update the existing Bicycle and Pedestrian Facilities Plan to emphasize NACTO safety and design standards, and to specifically address trouble spots, such as the slip lanes on 78th to 32nd, and the slip lane near the City Center Starbucks Lodge.	4/16/2021
32	Pedestrian and Bicycle Project	86th Ave SE (ICW to SE 42th St)	Upgrade the pedestrian route on 86th, from ICW to 42th, making it ADA accessible and more safely walkable. This is a Metro and school bus route. The Metro busses will be used increasingly when the light rail on Mercer Island opens, providing frequent fast service to two major employment centers.	4/16/2021
33	Pedestrian and Bicycle Project	SE 40th St & ICW	Improve crosswalk and bike lane markings on 40th and ICW, to alert drivers as well as bikers and pedestrians as to how to handle that intersection. The eastbound bike lane on 40th just disappears as it approaches ICW, which is confusing to drivers as to what to expect re cyclists.	4/16/2021
34	Pedestrian and Bicycle Project	77th Ave SE in City Center	Retain the bicycle lanes on 77th. This will take a plan change, but perhaps that can be done in conjunction with any action on the retail study, or the updated Bicycle and Pedestrian Facility Plan.	4/16/2021
See Below For Public Comments Received Following the Deadline for Inclusion in the TIP Preview For City Council on May 4, 2021 (AB5853)				
35	Pedestrian and Bicycle Project	62nd & ICW	Add a flashing crosswalk at 62nd & ICW. City signage instructs cyclists and pedestrians to cross Island Crest Way at this point, but there is no crosswalk or other safety element marked. We recommend a flashing crosswalk light be installed.	4/19/2021
36	Non TIP	40th & ICW; 40th & 86th	Use green paint and NACTO standards to mark bike routes at 40th & ICW; 40th & 86th; 90th just northeast of ICW (near ICW mailbox). It is not clear to drivers or cyclists how these busy intersections should be crossed	4/19/2021
37	Non TIP	SE 72nd & 84th Ave SE	Add warning signage or street marking to 72nd Street in front of IMS to warn cyclists that the northside shoulder ends abruptly.	4/19/2021
38	Non TIP	78th Ave (SE 34th to SE 39th)	Add sharrows on 78th AVE SE near Mercerdale park.	4/19/2021
39	Non TIP	Town Center	Adopt NACTO standards at least in town center and at other busy intersections.	4/19/2021
40	Pedestrian and Bicycle Project	77th Ave SE in City Center	Last year residents unanimously opposed removing the bike lanes along 77th Ave SE in the city center, yet city code and the TIP still call for removing them via project SP126. Change city code if necessary to protect these important lanes.	4/19/2021
41	Arterial Street	Gallagher Hill	Use chip seal on SP115 instead of project SP105. Gallagher Hill is very steep and seldom used by cyclists. It would benefit from the extra traction that chip seal would provide.	4/19/2021
42	Arterial Street	West Mercer Way (SE 56th - EMW)	See previous comment. If the city moves ahead on chip seal for this project, consider using HMA for the shoulders to reduce negative impact on cyclists.	4/19/2021
43	East Link Mitigation Project	Park & Ride	After then ST station opens, the risk of injuries from conflicts between bicycles and the increased numbers of disembarking transit passengers will also increase. This area needs wider, more clearly marked traffic lanes or similar improvements. Are the bus shelters still needed for disembarking passengers? The absence of information due to litigation makes specific suggestions difficult at this point.	4/19/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
44	Pedestrian and Bicycle Project	E/W Mercer Way	East and West Mercer Way Shoulders. PLEASE DO NOT DELAY THESE PROJECTS	4/19/2021
45	Arterial Street	ICW (90th Ave SE - SE 63rd)	Island Crest Way missing link. PLEASE DO NOT DELAY THIS PROJECT	4/19/2021
46	Arterial Street	WMW	Chip and seal is bush. I've seen it on desolate county roads and curvy mountain roads. It reeks "cheep". It is not "Mercer Island". And, for all the motorist's reasons (auto and bike), please don't do it.	5/20/2021
47	Pedestrian and Bicycle Project	77th Ave SE in City Center	I am emailing to express my support for the NIM recommendations in general, but particularly on TIP 126, the 77th re-channelisation to add parking. I know that several years ago citizens were adamantly opposed to additional parking there, and I don't really see the point given the lack of storefronts on 77th, but I am expressly opposed to any design that eliminates designated bike lanes if parking must be added. A sharrow is not a bike lane, it is some paint in a general traffic lane. Kids won't ride bikes in a sharrow because they don't feel safe (because they're not). If you must, change the design standards and protect this resource.	4/19/2021
48	Pedestrian and Bicycle Project	Islandwide	<p>For those who cycle on Mercer Island and our neighboring communities the difference in bike infrastructure is striking. Eastside communities, King County and the State are investing an additional \$250 million in safe bike/pedestrian projects such as East Trail and the new \$26 million Factoria bike flyover. In addition Seattle is investing heavily in improving and expanding separated bicycle lanes to connect to the Eastside and improve safe cycling on its streets. Safe bicycle infrastructure is increasingly recognized as an important transportation asset that contributes to a reduced automobile traffic, cleaner environment, healthier lifestyles, and vibrant local businesses, particularly in communities such as Mercer island, Redmond, Bellevue, Kirkland and many other Washington cities have successfully applied for and received national recognition as Bicycle Friendly Communities. Despite adopting a Pedestrian Bike Plan in 1996 and again in 2010, Mercer Island's support of sustainable alternative transportation systems has been slow and limited by funding and the staffing needed to apply for grants. We are pleased, however, that a traffic engineer has just been added to city staff. Two key areas needing attention are:</p> <ul style="list-style-type: none"> · The shoulders on East and West Mercer, a necessary buffer zone for cyclists and pedestrians, remain incomplete and are often blocked by parked cars, boats and garbage cans. · A completion of a safe bicycle/pedestrian route connecting the commercial centers, schools and transit ; a necessity to promote sustainable transportation on the Island. <p>Additionally, there is only about one mile of dedicated bicycle lanes on the entire Island, and the few bike lanes in the city center are listed for removal in the current city code. The Island's main cycling resource is the multi-use I-90 trail, largely owned by WSDOT, which will be closed to bike and pedestrian travel over the next several years during the sewer construction project. Nationally and locally bike ridership is increasing, and e-bikes are the fastest growing segment of new bicycle sales. The Sound Transit light rail station will feature secure, covered parking for bicycles and e-bikes, and the Farmers Insurance building remodel will include covered bike storage and showers. Both Island Vision and Neighbors in Motion have advocated for key projects that would make our MI safer and more livable. These projects deserve community support and a higher priority in the future.</p>	5/3/2021
49	Arterial Street	WMW	Chip and seal is bush. I've seen it on desolate county roads and curvy mountain roads. It reeks "cheep". It is not "Mercer Island". And, for all the motorist's reasons (auto and bike), please don't do it.	5/10/2021
50	Pedestrian and Bicycle Project	Islandwide	The general TIP approach for PBF projects seems to be to build them along arterial streets. Should we consider instead trying to route new PBF projects along secondary corridors? This approach will likely make these safer and less disruptive to other vehicles. The big difference is prevalent vehicle speed. On arterials with 30-35 mph limits, such as ICW, Gallagher Hill Rd, and the Mercer Ways, bikes who "take the lane" - even at 20 mph - slow down other vehicles. By comparison, on neighborhood streets with prevalent speeds of 20-25 mph, bikes can take the lane without slowing cars at all. This approach is also safer for pedestrians, as it leaves the shoulders / sidewalks clear of high speed bikes coming head on.	5/24/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
51	Other Transportation Project	Islandwide	<p>Hello, out of the projects, absolutely none of them are necessary. With regard to SP110, it will be a waste of time to redo the pavement. Why don't you wait until the construction of Ryan Properties and Xing Hua are completed before doing anything along that stretch. It is just that the construction trucks do a lot of damage to the roadways and Ryan is talking about building some townhouses, that is going to be a lot of construction.</p> <p>And again, I am like a broken record with regard to SP111 and SP112. It was originally a pilot project at a cost of \$400,000 and now, the costs have exploded to over \$1 MILLION. It is to replace existing curb, sidewalk & ADA ramps. Replace street trees and street lighting. The lighting doesn't need replacing. As you can see from the photo, there is a streetlight there. It is enough lighting. And the problem is with the development above. I don't know whether it is City property or property belonging to the apartment block, but that is the cause of a lot of the debris falling onto the sidewalk. So, even if you spend all that money, that is not going to stop the debris from falling onto the sidewalk. And as far as designs go, why don't they just copy Sound Transit's sidewalks which they installed along Bellevue Way? No-one has complained about the lighting. Granted, the sidewalks could be made more even, and all that landscaping could be removed and cut back, but not at a cost of over a million dollars. That is ridiculous. And with regard to the channelization of 77th Ave SE to add parking. I am not an engineer, but I can tell you now, that if you add channelized parking leading up to that crosswalk at the intersection of 77th Ave SE and where the dry cleaners is, even without the channelization, my friend and I have almost been knocked down. Drivers just don't see pedestrians so easily. And where are the trucks which currently park in the middle of the roadway going to park when they drop off goods? And it is going to impact the traffic flow and cause more car fumes as the roadway will be single laned and if people are backing out of the angled parking, it will cause more car fumes in that the drivers will have to wait for the drivers to reverse. That is not a plus for pedestrians. It is a degrade. And actually, you could get people to park in the Park and Ride at night and get an autonomous van to take people from there to where they want to go. At night, the Park and Ride is pretty empty. I don't see why people couldn't just park there and walk to wherever they want to go. And for SP120, I hope that you are aware that they are supposed to "work with the local agencies regarding alternatives and stations that are located within the Facilities median of roadways so that the most appropriate treatments are provided for safe and effective pedestrian crossings and access. These treatments could include painted crosswalks or signals, street lighting, warning lights, or signage." Let them pay the \$600,000 and come up with a design and then you can be asked to approve it, together with WSDOT. Why use Mercer Island's taxpayers' money? And with regard to SP123, I am sorry, but I just don't understand why you want to remove the bus bays on the north side of North Mercer Way, but then allow Sound Transit to build a cutout along North Mercer Way. And no-one has discussed what is going to happen at the intersection of North Mercer Way and 80th Ave SE in that when the bicycles come off the sidewalk using the ramp, that is right where all the pedestrians will be waiting to cross the street. There is going to be a major conflict at that intersection with bicyclists and pedestrians. Just make sure that there is a clause in which the City is not made responsible for any accidents. And are you going to have the stupid green painted bicycle path on a sidewalk? I am sorry, the costs are \$1,229,000. You are mad to want to spend so much on something that is completely unnecessary. If you insomuch as approve any of the projects above, please do not ask for a levy for anything. I don't know, but is the City now flush with money because it seems just from the expenditures that you are.</p>	5/31/2021

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Detail of Proposed Expenditures for 2022 - 2027

PROJECTS	PROJECT ID	STATUS	COMMENTS	Project Costs with Inflation Factor						TOTAL
				2022	2023	2024	2025	2026	2027	
PRESERVATION AND MAINTENANCE PROJECTS										
A. Residential Streets Preservation Program										
Residential Street Resurfacing	SP100		Annual program to resurface residential streets.	900,000	919,943	939,886	959,829	979,772	999,714	5,699,143
A. Subtotal Residential Streets Preservation Program				\$900,000	\$919,943	\$939,886	\$959,829	\$979,772	\$999,714	\$5,699,143
B. Arterial Streets Improvements										
Arterial Preservation Program	SP101		Annual program to extend life of arterial streets through targeted repairs and patching.	75,000	76,662	78,324	79,986	81,648	83,310	474,929
SE 68th Street and SE 70th Place (ICW - EMW) (from 2020)	SP103		Resurface pavement with HMA overlay.	680,000	-	-	-	-	-	680,000
North Mercer Way (7500 to Roanoke)	SP104		Resurface pavement with HMA overlay.	-	569,342	-	-	-	-	569,342
West Mercer Way (SE 56th - EMW)	SP105		Restore pavement with chip seal. If pursuing HMA, delay at least to 2027. Perform public engagement survey and return to Council with results before chip seal for direction on design approach.	-	511,079	-	-	-	-	511,079
West Mercer Way (SE 56th - EMW)	SP105A	Modified	Alternative to SP105 - Resurface pavement with HMA. Wait until pavement condition warrants overlay. Project estimate for reference. Not included in subtotals.	-	-	-	-	-	-	1,810,594
Gallagher Hill Road (SE 36th - SE 40th)	SP106		Resurface pavement with HMA overlay.	-	-	78,324	489,513	-	-	567,836
SE 40th (88th Ave SE - 93rd Ave SE)	SP107		Resurface pavement with HMA overlay. \$50K in 2024 for design. Tied to SP116	-	51,108	365,511	-	-	-	416,619
SE 36th St (Gallagher Hill Rd - EMW)	SP108		Resurface pavement with HMA overlay. Minor sidewalk repairs included.	-	-	-	584,429	-	-	584,429
North Mercer Way (8400 - SE 35th)	SP109		Resurface pavement with HMA overlay. Includes SE 26th Street (ICW - 84th Ave SE)	-	-	-	-	844,781	-	844,781
SE 27th St (76th Ave SE - 80th Ave SE)	SP110		Resurface pavement with HMA overlay (Town Center).	-	-	572,286	-	-	-	572,286
East Mercer Way (SE 36th St. - SE 40th St.)		New	Resurface pavement with HMA overlay.	-	-	-	-	-	211,051	211,051
2021 East Mercer Way Emergency Roadway Repair		New	AB 5871 approved by the City Council 5/18/2021.							
B. Subtotal Arterial Street Improvements				\$755,000	1,208,192	1,094,445	1,153,927	926,428	294,360	\$5,432,353
NEW CONSTRUCTION PROJECTS										
C. Pedestrian and Bicycle Facilities (PBF) - New Facilities										
80th Avenue Sidewalk (SE 28th - SE 32nd)	SP111		Replace existing curb, sidewalk & ADA ramps. Replace street trees and street lighting.	100,000	1,001,716	-	-	-	-	1,101,716
78th Avenue Sidewalk (SE 32nd - SE 34th)	SP112		Replace existing curb, sidewalk & ADA ramps. Replace street trees and street lighting.	-	-	78,324	735,869	-	-	814,192
West Mercer Way Roadside Shoulders - Ph 4 (8100 WMW - 8400 EMW)	SP113		Paved shoulder along inside lane, gap completion. Updated description to correct an error from 2020 and updated cost.	-	-	610,926	-	-	-	610,926
West Mercer Way Roadside Shoulders - Ph 3 (SE 70th - SE 65th)	SP114		Paved shoulder along northbound side, gap completion.	485,000	-	-	-	-	-	485,000
Gallagher Hill Sidewalk Impr (SE 36th - SE 40th)	SP115		New sidewalk, gap completion. In conjunction with resurfacing project. TIB grant eligible.	-	-	78,324	425,524	-	-	503,848
SE 40th Sidewalk Impr (Gallagher Hill - 93rd Ave SE)	SP116		Replace/improve existing sidewalk, construct bike lanes supporting SRTS. TIB or SRTS grant eligible. Highest priority for MISD.	-	81,773	877,227	-	-	-	958,999

B. Subtotal Arterial Street Improvements				\$755,000	1,208,192	1,094,445	1,153,927	926,428	294,360	\$5,432,353
NEW CONSTRUCTION PROJECTS										
ADA Compliance Plan Implementation	SPI18		Planning and constructing pedestrian facility improvements to comply with the ADA. Planning will be completed by FY 2022.	100,000	-	104,432	-	108,864	-	313,295
PBF Plan Implementation	SPI25		Annual program to identify, prioritize, design and construct small spot improvements and gap completion projects to pedestrian and bicycle facilities citywide, as identified in the PBF Plan.	50,000	51,108	52,216	53,324	54,432	55,540	316,619
77th Ave SE channelization (SE 32nd - North Mercer Way)	SPI26		Modify existing roadway channelization to comply with street design standards in MICC 19.11.120 (remove bike lanes, create on-street parking and add sharrows).	-	-	-	-	57,875	-	57,875
SE 32nd St. (77th to 78th Ave. SE) sidewalk replacement		New	Replace wide sidewalk area adjacent to Mercerdale Park due to tree damage. Includes replacement of street trees and ADA improvements. Combine project with SPI 12 for economy of scale.	-	-	31,330	159,971	-	-	191,301
East Mercer Way Roadside Shoulders - Ph 11 (SE 79th St. to 8400 block)		New	Final phase of Mercer Ways Roadside Shoulders project.	-	-	-	-	489,886	-	489,886
C. Subtotal Pedestrian and Bicycle Facilities (PBF) - New Facilities				\$735,000	\$1,134,596	\$1,832,777	\$1,374,688	\$711,056	\$55,540	\$5,843,657
D. East Link Traffic Safety/ Mitigation Projects										
N-S Bike Route Completion ICW (90th Ave SE - SE 63rd)	SPI19	Modified	The scope and timing of this project is dependent on the results of the Corridor Safety Analysis and future projects that flow from it. Those projects might replace all or part of SPI19. Ph 1 - alternatives identification, feasibility, public engagement, and project selection. Consultant selection will begin in 2023. Ph 1 extends through 2025 and uses ST funds. Cost estimates for future phases (Ph 2 - design and Ph. 3 - construction) will be determined based on the selected project scope following Ph 1. Work in 2026 reflects placeholder for Phase 2 (design).	-	51,108	130,540	133,310	217,727	-	532,684
Sunset Hwy/77th Ave SE Improvements	SPI20		Intersection improvements to facilitate ped/bike/vehicle thru the intersection. The intersection is in WSDOT ROW and requires WSDOT review and approval prior to construction.	600,000	-	-	-	-	-	600,000
Mid-block crosswalk 76th Ave SE between SE 24th and SE 27th	SPI21		New crosswalk with center island and RRFB.	203,704	-	-	-	-	-	203,704
North Mercer Way - MI P&R Frontage Improvements	SPI23		Remove bus bay on north side of NMW, widen trail to meet current std for multi-use facility, provide mixing zone at 80th Ave SE crossing, improve sight lines at western driveway access. Relocate street lighting, add landscape area.		-	1,229,162	-	-	-	1,229,162
D. Subtotal East Link Traffic Safety/ Mitigation Projects				\$803,704	\$51,108	\$1,359,701	\$133,310	\$217,727	\$0	\$2,565,550
E. Other										
Minor Capital - Traffic Operations Improvements	SPI22		Minor transportation improvements to address traffic operation issues and concerns.	-	102,216	-	106,648	-	-	208,864
Corridor Safety Analysis (ICW, 90th Ave SE - SE 68th)		New	Analysis of corridor from a safety perspective focusing on the users of the corridor. The analysis will proceed in 2021 and conclude in early 2022. The analysis will identify issues/needs. The results will be provided to City Council in Q1 2022. A total of \$75,000 in funding in FY 2021 will require an appropriation from the Street Fund Balance.	25,000	-	-	-	-	-	25,000
Pedestrian & Bicycle Facilities Plan Update		New	Current 2010 PBF Plan is out of date and was a modest update to the original 1996 plan. Comprehensive update will incorporate ADA Transition Plan, evaluate projects and priorities based on current standards, and provide a roadmap and foundation for future improvements. Staff will pursue grant opportunities where possible.	-	-	-	-	190,511	194,389	384,900

B. Subtotal Arterial Street Improvements				\$755,000	1,208,192	1,094,445	1,153,927	926,428	294,360	\$5,432,353
NEW CONSTRUCTION PROJECTS										
E. Subtotal Other				25,000	\$102,216	\$0	\$106,648	\$190,511	\$194,389	\$618,764
F. Non-TIP Related Operations				465,000	476,625	488,541	500,754	513,273	526,105	2,970,298
F. Subtotal Non-TIP Related Operations				\$465,000	\$476,625	\$488,541	\$500,754	\$513,273	\$526,105	\$2,970,298
TOTAL PROJECT COSTS				\$3,683,704	\$3,892,680	\$5,715,350	\$4,229,155	\$3,538,767	\$2,070,108	\$23,129,764

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Street Fund Balance - as of May 2021*

2022 - 2027

RESOURCES	COMMENTS	2021	2022	2023	2024	2025	2026	2027
Beginning Fund Balance		\$ 5,114,155	\$ 5,716,569	\$ 5,489,487	\$ 4,308,205	\$ 2,668,357	\$ 1,377,556	\$ 713,222
Revenues								
Real Estate Excise Tax	<i>RCW 82.46.010</i>	1,700,017	1,742,518	1,767,340	1,833,300	1,933,470	2,010,809	2,071,133
Fuel Tax	<i>RCW 47.24.040</i>	440,800	429,400	418,950	408,500	397,575	389,624	389,624
MI Transportation Benefit District (TBD)	<i>MI Ordinance 14C-11 (Oct 2014)</i>	375,000	375,000	375,000	375,000	375,000	375,000	375,000
Transportation Impact Fees	<i>MI Ordinance 16C-01 (Jan 2016)</i>	402,000	22,000	65,000	65,000	65,000	65,000	65,000
State Shared - Multimodal Transportation	<i>ESSB 5987 (July 2015)</i>	34,000	34,000	34,000	34,000	34,000	34,000	34,000
Mitigation - Sound Transit	<i>Ends December 2025</i>	245,000	853,704	51,108	1,359,701	133,310	-	-
Total Revenues		\$ 3,196,817	\$ 3,456,622	\$ 2,711,398	\$ 4,075,501	\$ 2,938,355	\$ 2,874,433	\$ 2,934,757
Total Street Fund Resources		\$ 8,310,972	\$ 9,173,191	\$ 8,200,885	\$ 8,383,707	\$ 5,606,711	\$ 4,251,989	\$ 3,647,979

EXPENDITURES	COMMENTS	2021	2022	2023	2024	2025	2026	2027
A. Residential Streets Preservation Program		900,000	900,000	919,943	939,886	959,829	979,772	999,714
B. Arterial Street Improvements	<i>Increased \$337,872 via AB 5871.</i>	412,872	755,000	1,208,192	1,094,445	1,153,927	926,428	294,360
C. Pedestrian & Bicycle Facilities - New		50,000	735,000	1,134,596	1,832,777	1,374,688	711,056	55,540
D. East Link Traffic/Safety Mitigation Projects		245,000	803,704	51,108	1,359,701	133,310	217,727	-
E. TIP Other	<i>Includes ICW corridor safety analysis est.</i>	455,490	25,000	102,216	-	106,648	190,511	194,389
F. Operations Other	<i>Non-TIP Related Work</i>	531,041	465,000	476,625	488,541	500,754	513,273	526,105
Total Expenditures		\$ 2,594,403	\$ 3,683,704	\$ 3,892,680	\$ 5,715,350	\$ 4,229,155	\$ 3,538,767	\$ 2,070,108
Ending Fund Balance (including reserves)		\$ 5,716,569	\$ 5,489,487	\$ 4,308,205	\$ 2,668,357	\$ 1,377,556	\$ 713,222	\$ 1,577,871

FUND RESERVES AND DESIGNATIONS	COMMENTS	2021	2022	2023	2024	2025	2026	2027
Working Capital Reserve	<i>Restricted ending fund balance</i>	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Impact Fees Collected	<i>Applied to eligible projects</i>	740,512	703,661	754,044	605,743	426,583	410,752	448,260
Expenditure Carry-over to 2021 Budget		-	-	-	-	-	-	-
Designated - TC Streets North (Project B3 in 2022)		99,684	-	-	-	-	-	-
Ending Fund Balance (available after reserves)		\$ 4,676,373	\$ 4,585,826	\$ 3,354,161	\$ 1,862,614	\$ 750,972	\$ 102,470	\$ 929,611

*Pending further analysis



2022-2027 TRANSPORTATION IMPROVEMENT PROGRAM ADOPTION

June 1, 2021
AB 5878

TIP Timeline



TIP Preview (May 4)

City Council discussed and provided direction:

1. West Mercer Way Chip Seal and HMA Overlay.
2. Adding an ICW Corridor Safety Analysis.
3. North-South Bike Route on ICW.



Changes to Draft TIP

- **West Mercer Way Chip Seal [SP105]**
 - Remove HMA overlay option for now.
 - Survey the public to solicit feedback on use of HMA vs chip seal for roadway resurfacing.
 - Provide results to Council prior to proceeding with the chip seal project (scheduled in 2023). Gives Council time to decide how to proceed with the project.



Changes to Draft TIP

- Add a new project → **Island Crest Way Corridor Safety Analysis**
 - ICW from 90th Ave. SE, south through SE 68th Street.
 - Proceed this year. Present results to Council in Q1 2022.
 - Focus on many safety related items including:
 - Ped/bicycle facilities
 - Illumination
 - Visibility/sight lines
 - Crosswalks
 - Roadway/intersection safety and capacity
 - Parking
 - Types of users (drivers, pedestrians, cyclists, school children, etc.)
 - \$75,000 in 2021 and \$25,000 in 2022. (estimate)
 - Analysis will inform future planning of capital projects along ICW corridor, including North-South Bike Route project.



Changes to Draft TIP

- **North-South Bike Route [SP119]**
 - Shift the start of this project by one year from 2022 to 2023 to account for timing of ICW Corridor Safety Analysis.
 - Analysis will inform the future scope of this project.



The Goal For Tonight

Adopt the TIP.

Things to remember

The TIP is just a “plan”.

Things change. It’s updated annually based on the best information available at the time.



Motion

1. Conduct a public hearing and consider public testimony.
2. Adopt the 2022-2027 Transportation Improvement Program, as reflected in Exhibit 2.
3. Appropriate \$100,000 from the Fund Balance in the Street Fund for the Island Crest Way Corridor Safety Analysis.



Questions and Discussion





BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5873
June 1, 2021
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 5873: Code of Ethics Revisions (Ordinance No. 21C-10, Second Reading)	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Adopt Ordinance No. 21C-10 amending chapter 2.60 MICC to revise the Code of Ethics for officials.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	City Council
STAFF:	Jessi Bon, City Manager Ali Spietz, Chief of Administration Bio Park, City Attorney
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Ordinance No. 21C-10 2. Exhibit A to Ord. No. 21C-10 (amendments to chapter 2.60 MICC revising the Code of Ethics)
CITY COUNCIL PRIORITY:	n/a

SUMMARY

At the January 19, 2021 Council Meeting, the City Council directed the City Manager to prepare an ordinance amending chapter 2.60 MICC – the City’s Code of Ethics. Matthew Segal and Sarah Washburn of Pacifica Law Group were hired to assist the City and evaluate and recommend revisions to the current Code of Ethics. A draft Ordinance No. 21C-10 (Exhibit 1) with potential revisions to the Code of Ethics proposed by Pacifica was presented to City Council for a first reading and discussion at the May 4, 2021 Council Meeting. Background information and the potential revisions presented to the City Council for a first reading can be reviewed in [AB 5849](#).

At the May 4, 2021 Council Meeting, the City Council provided feedback to Pacifica on edits to the draft ordinance for second reading. Based on the City Council’s suggestions, and continuing to consider state law and other municipal jurisdictions’ approaches to common issues, the draft ordinance for second reading includes the following edits:

1. The **definitions** section (MICC 2.60.020) has been expanded to include definitions of several terms that appear in the prohibited conduct section of the code. Additional defined terms include “beneficial interest,” “confidential information,” “conflict of interest,” “contract,” “contracting party,” “financial gain or loss,” and “remote interest.” Language exempting “broadly held interests” from the definition of conflict of interest has been removed and replaced with language clarifying that financial interests shared with more than 10 percent of the City’s population, do not constitute financial gain or loss for purposes of conflicts.

2. The **prohibited conduct** section (MICC 2.60.030) has been updated to reflect that the definitions previously included in that section are now earlier defined. Additional language from the state provision on beneficial interests in contracts (RCW 42.23.030) has also been added to clarify that officials may not vote on contracts in which they are beneficially interested, even if one of the state law exemptions allowing the awarding of the contract applies.
3. The **signed acknowledgment** section (MICC 2.60.040) has been revised to require officials to acknowledge having received both the code of ethics and state law (chapter 42.23 RCW). This section has also been changed to clarify that currently-serving officials must sign the acknowledgment at the time of code adoption and upon any material changes to the code.
4. The **advisory opinion** section (MICC 2.60.060) has been revised to clarify that advisory opinions will be issued at the City's expense. To address concerns about overuse of advisory opinions and related expense, this section has also been revised to make the advisory opinion procedure discretionary with the ethics officer, including several factors the ethics officer may consider in determining when to issue an advisory opinion. Language has also been added to the effect that the advisory opinion process is not intended to substitute for officials' own understanding of and exercise of judgment with respect to prohibited conduct.
5. Several changes were made to the **complaint, hearing, and enforcement procedures** section (MICC 2.60.070) as follows:
 - a. The confidentiality provision has been revised to clarify that the City (as opposed to the complaining party) will, to the extent allowed by state law, maintain confidentiality with respect to complaints until the ethics officer has made a sufficiency determination.
 - b. To address concerns about potential abuse of the complaint process, language has been added providing that complaints dismissed by the ethics officer at the sufficiency stage are deemed to be dismissed with prejudice and will not be reconsidered if resubmitted unless new factual allegations are presented.
 - c. The hearing provisions have been revised to clarify that the official complained against may file a written answer, and that both parties may appear at the hearing in person or through counsel.
 - d. The evidentiary provisions have been modified to clarify that the parties may present witnesses and evidence on matters relevant to the complaint at issue.
 - e. As for the hearing examiner's final decision, language has been added to clarify that if the hearing examiner finds no violation, the complaint must be dismissed with prejudice and no further action taken.
 - f. To resolve potential ambiguity regarding authorized remedial actions or sanctions in the event a violation is found, the "dismissal" option has been removed and replaced with a "no sanctions or penalties" option.
 - g. Timelines have been added and/or amended, including a requirement that the city clerk deliver copies of the hearing examiner's final decision to the parties and City Council within fifteen days and a requirement that the City Council decide on sanctions (if any) within 30 days of receipt of the final decision or at the next regularly scheduled City Council meeting following that period.
6. The Code's **fees and costs** provision (MICC 2.60.070(I)) has been revised to clarify that the hearing examiner will determine the amount of any reasonable fees awarded to a qualifying official.

The amendments to chapter 2.60 MICC revising the Code of Ethics proposed by Pacifica, including edits proposed by the City Council at first reading, is attached as Exhibit 2.

NEXT STEPS

At Tuesday's Council Meeting, Pacifica will present the proposed revisions including edits requested by the City Council at first reading. The City Council will then have an opportunity to ask questions and discuss the revisions as part of the second reading of Ordinance No. 21C-10. If the City Council is satisfied with the proposed revisions with the edits, Ordinance No. 21C-10 may be adopted at Tuesday's Council Meeting. Otherwise, the ordinance may be set for a third reading at a future Council Meeting with instructions from the City Council on further edits.

RECOMMENDATION

Move to adopt Ordinance No. 21C-10 amending chapter 2.60 MICC to revise the Code of Ethics for officials.

**CITY OF MERCER ISLAND
ORDINANCE NO. 21C-10**

**AN ORDINANCE OF THE CITY OF MERCER ISLAND, WASHINGTON
AMENDING CHAPTER 2.60 OF THE MERCER ISLAND CITY CODE TO
REVISE THE CODE OF ETHICS FOR OFFICIALS; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the residents and businesses of Mercer Island are entitled to have fair, ethical and accountable local government that has earned the public's full confidence for integrity; and

WHEREAS, a Code of Ethics strengthens the quality of government through ethical principles that shall govern the conduct of the City's elected and appointed officials; and

WHEREAS, a Code of Ethics has been adopted and codified in chapter 2.60 of the Mercer Island City Code (MICC) since 2018; and

WHEREAS, the Code of Ethics in chapter 2.60 MICC was amended in 2019; and

WHEREAS, the amendments to the Code of Ethics currently proposed further strengthen and clarify prohibited conduct regarding conflicts of interest, appearance of conflict, misuse of public position or resources, representation of third parties, gifts and favors, and confidential information; and

WHEREAS, the proposed amendments provide a process that is improved for complaints, investigations, hearings and enforcement related to violations of the Code of Ethics.

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

Section 1. **Chapter 2.60 MICC, Code of Ethics, Amended.** Chapter 2.60 MICC, Code of Ethics, is hereby amended as set forth in Exhibit A attached to this ordinance, and herein incorporated by this reference.

Section 2. **Severability.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality does not affect the validity of any other section, sentence, clause or phrase of this ordinance.

Section 3. **Effective Date.** This ordinance shall take effect and be in force 5 days after its passage and publication.

PASSED by the City Council of the City of Mercer Island, Washington at its regular meeting on the (DAY) day of (MONTH) 2021 and signed in authentication of its passage.

CITY OF MERCER ISLAND

Benson Wong, Mayor

Approved as to Form:

ATTEST:

Bio Park, City Attorney

Deborah A. Estrada, City Clerk

Date of Publication: _____

CHAPTER 2.60 CODE OF ETHICS

SECTION:

- 2.60.010 Policy
- 2.60.020 Definitions
- 2.60.030 Prohibited Conduct
- 2.60.040 ~~Code of Ethics Statement~~ Signed Acknowledgment
- 2.60.050 Ethics Officer
- 2.60.060 Advisory Opinions
- 2.60.070 Complaints, Investigations, Hearings and Enforcement
- 2.60.080 Limitation Period

2.60.010 Policy

A. Purpose and Intent. ~~The purpose of the city of Mercer Island code of ethics is to strengthen the quality of government through ethical principles which shall govern the conduct of members of the city council, the city's boards and commissions, and council-appointed task groups or committees.~~

~~B. Intent.~~ The city of Mercer Island's residents and businesses ~~of Mercer Island~~ are entitled to have fair, ethical and accountable local government that has earned the public's full confidence. To that end, it is the policy of the city to encourage city officials to: ~~In keeping with the city of Mercer Island's commitment to excellence, the effective functioning of democratic government therefore requires that:~~

1. Honor and respect the principles and spirit of representative democracy and Officials comply with ~~the all~~ laws and policies affecting the operations of government;

2. Conduct their official and personal affairs in such a manner as to maintain public confidence in city government and give the clear impression that they cannot be improperly influenced in the performance of their official duties;

~~23.~~ Officials ~~be~~ independent, impartial and fair in their judgment and actions;

~~34.~~ Use the power and resources of Public office ~~be used for~~ only to advance the public good, not for personal gain; ~~and~~

~~45.~~ Conduct Public deliberations and processes ~~be conducted~~ openly, unless legally confidential, in an atmosphere of respect and civility; ~~and-~~

6. Be honest, fair, caring, and respectful and avoid conduct creating an appearance of impropriety.

In recognition of these goals, the city of Mercer Island has adopted this code of ethics to strengthen the quality of government through ethical principles which shall govern the conduct of members of the city council, the city's boards and commissions, and council-appointed task groups or committees.

EB. Liberal Construction. This code of ethics shall be liberally construed to effectuate its purpose and policy and to supplement existing laws that relate to the same subject.

C. Supplemental to Existing Law. This chapter is intended to supplement Washington State law, including but not limited to chapter 42.23 RCW, the United States and Washington State Constitutions, laws pertaining to conflicts of interests and elections campaigns, and city ordinances.

2.60.020 Definitions

For the purpose of this Chapter:

BENEFICIAL INTEREST means any direct or indirect monetary or material benefit accruing to an official as a result of contracts or transactions which are or may be the subject of an official act or action by or with the city, except contracts or transactions which confer similar benefits to all other persons and/or property similarly situated.

CONFIDENTIAL INFORMATION means (1) specific information, rather than generalized knowledge, that is not available to a person who files a public records request, and (2) information made confidential by law. Information obtained during properly convened executive sessions and information subject to the attorney-client and/or work product privilege is deemed confidential.

CONFLICT OF INTEREST exists when any of the following stands to incur financial gain or loss related to a government decision: (1) the official, (2) the official's spouse, (3) an individual with whom the official resides, or (4) an entity that the official serves as an employee, officer, director, trustee, partner or owner. An "owner" for purposes of this definition is an individual who owns one percent or more of the entity.

CONTRACT includes any contract, sale, lease, or purchase.

CONTRACTING PARTY includes any person, partnership, association, cooperative, corporation, or other business entity which is a party to a contract with the city.

FINANCIAL GAIN OR LOSS means any material financial gain or loss that an individual or entity stands to incur as a result of a decision under consideration by the city.

FINANCIAL GAIN OR LOSS does not include (1) payment of generally applicable taxes or fees or (2) financial interests shared with more than ten percent of the city's population.

OFFICIAL means all members of the city council, the city's boards and commissions, and other council-appointed task groups or committees of the city of Mercer Island who are currently serving their positions.

REMOTE INTEREST means: (1) that of a nonsalaried officer of a nonprofit corporation; (2) that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary; (3) that of a landlord or tenant of a contracting party; or (4) that of a holder of less than one percent of the shares of a corporation or cooperative which is a contracting party.

2.60.030 Prohibited conduct

In addition to the ~~code of ethics set forth in~~ requirements applicable under chapter 42.23 RCW, which establishes the minimum standards for officials, officials shall be subject to the following:

A. Conflicts of Interest. In order to ensure their independence and impartiality, officials shall ~~not disqualify themselves from participate participation~~ in government deliberations or decisions where they have a conflict of interest. ~~A conflict of interest exists when any of the following has a financial interest that relates to a government decision: (1) the official, (2) the official's spouse, (3) an individual with whom the official resides, or (4) an entity that the official serves as an employee, officer, director, trustee, partner or owner. An "owner" for purposes of this subsection is an individual who owns 1% or more of the entity. Officials shall abstain from participating in deliberations and decision-making where conflicts of interest exist. Financial interests broadly held by Mercer Island residents shall not be deemed to be conflicts. A financial interest shall be deemed to exist when the individual or entity stands to incur material financial gain or loss as a result of a decision under consideration by the City.~~

B. Appearance of Conflict. If it could appear to a reasonable person, having knowledge of the relevant circumstances, that the official's judgment could be impaired because of either (1) a personal or business relationship not covered under the foregoing subsection, or (2) a transaction or activity engaged in by the official, the official shall make a public, written disclosure of the facts giving rise to the appearance of a conflict before participating in the matter.

~~A.C.~~ Interest in Contracts. Officials shall not be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such person, in whole or in part, or which may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity, or reward in connection with such contract from any other person beneficially interested therein. The foregoing shall not apply to the exemptions specified in RCW 42.23.030 which are incorporated herein as if fully set forth. An official may not vote in the authorization, approval, or ratification of a contract in which he or she is beneficially interested even though one of the exemptions allowing the awarding of such a contract applies. The interest of the official must be disclosed and noted in the city's official minutes or similar records before the formation of the contract. RCW 42.23.040 shall apply to conflicts or potential conflicts with respect to remote interests in city decisions involving the awarding of a contract.

B.D. Misuse of Public Position or Resources. Except for infrequent use at little or no cost to the city, officials shall not use public resources that are not available to the public in general, such as city staff time, equipment, supplies or facilities, for other than a city purpose.

C.E. Representation of Third Parties. Except in the course of official duties, officials shall not appear on behalf of the financial interests of third parties before the bodies on which the officials serve or in interaction with assigned staff. Furthermore, the members of the city council shall not appear on behalf of the financial interest of third parties before the council or any board, commission or proceeding of the city, or in interaction with staff.

D.F. Gifts and Favors.

1. Officials shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which are not available to the public in general. They may not solicit or receive any thing of monetary value from any person or entity where the thing of monetary value has been solicited, or received or given or, to a reasonable person, would appear to have been solicited, received or given with intent to give or obtain special consideration or influence as to any action by the official in their official capacity; provided, that nothing shall prohibit campaign contributions which are solicited or received and reported in accordance with applicable law. ~~They~~ Officials shall not accept or solicit any gifts, favors or promises of future benefits except as allowed by subsection (2).

2. For the purposes of this code of ethics, ~~t~~The following items are presumed not to influence the vote, action, or judgment of the official, or be considered as part of a reward for action or inaction, and may be accepted:

- a. Unsolicited flowers, plants, and floral arrangements;
- b. Unsolicited advertising or promotional items of nominal value, such as pens and note pads;
- c. Unsolicited tokens or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
- d. Unsolicited items received by an official for the purpose of evaluation or review, if the official has no personal beneficial interest in the eventual use or acquisition of the item;
- e. Informational material, publications, or subscriptions related to the recipient's performance of official duties;
- f. Food and beverages consumed at hosted receptions where attendance is related to the official's official duties;
- g. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization;
- h. Unsolicited gifts from dignitaries from another city, state or a foreign country which are intended to be personal in nature; ~~and~~

i. Food and beverages on infrequent occasions in the ordinary course of meals where attendance by the official is related to the performance of official duties; and
i.j. Items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made as part of any design to gain or maintain influence in the city or with the recipient in connection with city matters.

3. The presumption in subsection (2) of this section is rebuttable and may be overcome based on the circumstances surrounding the giving and acceptance of the item.

~~E.G.~~ Confidential Information. Officials shall not disclose or use any confidential information gained by reason of their official position for other than a city purpose. ~~“Confidential information” means (1) specific information, rather than generalized knowledge, that is not available to a person who files a public records request, and (2) information made confidential by law.~~

~~2.60.040 Code of ethics statement~~ Signed Acknowledgment.

~~A.—The city council shall adopt a code of ethics statement regarding conduct for officials. The statement shall be set by resolution by the city council, from time to time, and shall be on file with the city clerk.~~

~~B.—All officials, upon taking office or being appointed, shall sign the code of ethics a~~ statement acknowledging having received, read, and understood the contents thereof of this code of ethics and chapter 42.23 RCW and agreeing to be bound thereby. This requirement shall also apply to currently-serving officials at the time of adoption of this code of ethics and any time there are material changes thereto.

2.60.050 Ethics Officer.

A. The city council creates the position of ethics officer. The city manager will contract with one or more agencies to fill this position. The ethics officer shall be responsible for the prompt and fair enforcement of this code of ethics when necessary.

B. The ethics officer, in addition to other duties, may recommend changes or additions to this code of ethics to the city council. The ethics officer shall provide input into and review the training materials and program developed for this code of ethics if requested by the city manager or city council.

2.60.060 Advisory opinions.

~~An official may request an informal opinion from the city attorney concerning the applicability of MICC 2.60.030, including chapter 42.23 RCW, to hypothetical circumstances and/or situations solely related to the official making the request. The city attorney may, instead of providing an informal opinion, refer the official to the ethics officer for an advisory opinion as follows:~~

A. Officials subject to this code of ethics may request, and the ethics officer may render at the city’s expense, ~~The ethics officer shall render~~ written advisory opinions

concerning the applicability of MICC 2.60.030, ~~including chapter 42.23 RCW~~, to hypothetical circumstances and/or situations solely related to the official making the request. The ethics officer ~~will~~ shall not render opinions on matters that are the purview of other government agencies or officials, e.g., the public disclosure commission, the city's public records officer, etc. The ethics officer retains sole discretion to determine in which cases an advisory opinion will be issued. Factors the ethics officer may consider when determining in which cases an advisory opinion will be issued include, but are not limited to, whether the issue presented has been recently addressed by the ethics officer, whether the issue presented is likely to be the subject of controversy or dispute, and the extent to which the requesting official has made prior requests for advisory opinions. The advisory opinion process is not intended to serve as a substitute for an official's own understanding of, and exercise of reasonable judgment with respect to, the prohibitions addressed in MICC 2.60.030.

B. The ethics officer will endeavor to respond to requests for advisory opinions within forty-five days of submission of the request, or more rapidly if the requester expresses urgency in the request.

C. An official's conduct based in reasonable reliance on an advisory opinion rendered by the ethics officer to said official shall not be found to violate this code of ethics to the extent that this code is enforced by the cCity as a civil matter, as long as all material facts have been fully, completely, accurately presented in a written request for an advisory opinion, the ethics officer issues an advisory opinion that the described conduct would not violate the code of ethics, and the official's conduct is consistent with the advisory opinion. The ethics officer reserves the right to reconsider the questions and issues raised in an advisory opinion and, where the public interest requires, rescind, modify, or terminate the opinion, but a modified or terminated advisory opinion will not form the basis of a retroactive enforcement action against the original requestor. Advisory opinions will contain severability clauses indicating that should portions of the opinion be found to be unenforceable or not within the ethics officer's authority, the remainder of the opinion shall remain intact.

2.60.070 Complaints, investigations, hearings and enforcement.

A. Complaint Process.

1. Complaint Requirements—Service. Any person may submit a written complaint to the ethics officer alleging one or more violations of this code of ethics by an official, by filing it with the city clerk. The complaint must set forth specific facts with enough precision and detail for the ethics officer to make a determination of sufficiency and must set forth the specific subsection(s) of MICC 2.60.030 that the complaining party believes have been violated. ~~†~~ The complaint must be signed under penalty of perjury by the person(s) submitting it in a manner consistent with Chapter 9A.72 RCW.

2. Finding of Sufficiency. Based on the contents of the written complaint, the ethics officer shall make a determination of sufficiency within thirty days of receipt of the complaint. A complaint shall be sufficient if it precisely alleges and reasonably describes

acts that constitute a prima facie showing of a violation of the allegations, if established, would violate MICC 2.60.030, including chapter 42.23 RCW. ~~The ethics officer's determination is final, and no reconsideration or appeal is available through the ethics officer or the City.~~ In rendering sufficiency determinations under this subsection, the ethics officer shall consider the policy section contained in MICC 2.60.010 and the declaration of purpose in RCW 42.23.010. The purpose of requiring that the ethics officer make a determination of sufficiency of the complaint is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous, speculative, or vague allegations.

3. Confidentiality. Except as otherwise provided by law, and subject to MICC 2.60.070(H), the city will maintain as confidential the fact that a complaint has been filed, the contents of the complaint, the identity of the person making the complaint, and the identity of the official complained against during the open and active investigation conducted by the ethics officer until such time as the ethics officer has made a determination of sufficiency.

4. Dismissal. The complaint shall be dismissed if the ethics officer determines that (1) the complaint is not sufficient, (2) the complaint provided too little detail for the ethics officer to reach a determination, or (3) a violation has or may have occurred, but appropriate actions have been taken to fully address the allegedly unethical conduct. ~~In the event of dismissal, the officer who was the subject of the complaint shall receive the protections under the Public Records Act afforded to a "not sustained" determination of alleged misconduct. A complaint dismissed by the ethics officer under this subsection shall be deemed to be dismissed with prejudice and will not be reconsidered if resubmitted by the complainant unless factual allegations not present in the original complaint are presented.~~

45. Notice. Notice of action by the ethics officer shall be provided as follows:

a. Within seven days of the ethics officer rendering a finding of insufficiency or dismissal of a complaint, the city clerk shall send notice to the person who made the complaint and the official complained against of the ethics officer's determination. ~~A finding of insufficiency or dismissal of a complaint by the ethics officer is final, and n~~ No reconsideration or appeal of a finding of insufficiency or dismissal of a complaint is available through the ethics officer or the cCity.

b. Within seven days of the ethics officer rendering a finding of sufficiency, the city clerk shall send notice to the person who made the complaint and the official complained against of the ethics officer's determination. ~~A finding of sufficiency of a complaint by the ethics officer is final and n~~ No reconsideration or appeal of a finding of sufficiency of a complaint is available through the ethics officer or the cCity. Following the initial notice, the city clerk shall schedule and give notice of the hearing which will be held to determine if a violation has occurred. Notice shall be provided at least thirty days prior to the date set for the hearing. The official complained against shall have the right to file a written answer to the charge and to appear at the hearing with or without legal

counsel, submit testimony, be fully heard, and to examine and cross examine witnesses.

56. Stipulations. Prior to, and in-lieu-of the hearing, the ethics officer and the official complained against may upon agreement jointly submit a recommended stipulation to the city council. The recommended stipulation will include the nature of the complaint, relevant facts, the reasons the ethics officer thinks a stipulation is appropriate, an admission of the violation by the official complained against, a promise by the official complained against not to repeat the violation, and if appropriate, a recommended remedy or penalty. The recommended stipulation shall be sent to the person who made the complaint and forwarded to the city council for action.

B. Conduct of Hearings.

1.—All hearings on complaints found to be sufficient by the ethics officer shall be conducted by the hearing examiner. The hearing shall be informal, meaning that the hearing examiner shall not be bound by the strict rules of evidence prevailing in courts of law or equity. The official complained against shall have the right to file a written answer to the charge. Each party may appear at the hearing in person or through legal counsel. Each party may present and cross examine witnesses on any matter relevant to the issues raised in the complaint and give relevant evidence before the hearing examiner. The hearing examiner may call witnesses on his or her own motion and compel the production of books, records, papers, or other evidence as needed. To that end, upon a showing of reasonable necessity, the hearing examiner ~~shall~~may issue subpoenas and subpoenas duces tecum at the request of the complaining party, the official complained against, or on his or her own initiative. All testimony shall be under oath administered by the hearing examiner. The hearing examiner may adjourn the hearing from time to time to allow for the orderly presentation of evidence. The hearing examiner shall prepare an official record of the hearing, including all testimony, which shall be recorded by electronic device, and exhibits; provided, that the hearing examiner shall not be required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.

C. Final Decision and Recommendations.

2.—Within thirty days after the conclusion of the hearing, the hearing examiner shall, based upon a preponderance of the evidence, issue a ~~final decision with~~final decision in writing, including findings of fact, conclusions of law, and ~~recommended disposition~~a determination of whether any violation of MICC 2.60.030, including chapter 42.23 RCW, has been established. The final written decision shall be signed and dated by the hearing examiner. In rendering a final decision, the hearing examiner shall consider the policy section contained in MICC 2.60.010 and the declaration of purpose in RCW 42.23.010. If the hearing examiner determines that the alleged code of ethics violation(s) have not been proven, the hearing examiner shall dismiss the complaint with prejudice and no further action shall be taken. If the hearing examiner determines that one or more code of ethics violation(s) are proven, the final decision shall also contain

any recommendations of the hearing examiner to the city council for any remedial action or sanction that the council may find appropriate and lawful. The hearing examiner may recommend any one or more of the following remedial actions or sanctions as further described below in subsection (F): No sanctions or penalties, referral, admonition, reprimand, censure, removal, and/or civil penalties. Within fifteen days of the hearing examiner's final decision, the city clerk shall deliver ~~A copy copies~~ of the findings, conclusions, and recommended disposition the final decision shall be sent to the person who made the complaint, ~~and to~~ the official complained against, the ethics officer, and the city council. ~~Additional copies of the findings, conclusions, and recommendations~~ final decision shall be forwarded to the ethics officer and city council.

CD. City Council Action. The city council in consultation with the city attorney shall, within thirty days of receipt of the hearing examiner's final decision or at the next regularly scheduled city council meeting following that thirty-day period, determine what, if any, of the hearing examiner's recommended remedial actions or sanctions to adopt. Final city council action to decide upon the ethics officer's recommended stipulation ~~from the ethics officer or findings, conclusions, and recommendations from~~ the hearing examiner's recommended remedial actions or sanctions shall be by majority vote in a public meeting. However, if the proceeding involves a member of the city council, deliberations by the ~~city~~ council may be in executive session pursuant to RCW 42.30.110(1)(f). The member of the city council against whom the complaint was made will not attend or participate in any executive session and shall not vote in open session on any matter involving themselves.

DE. Disposition. The city council may take any one or more of the following actions in disposition of the complaint. The city council's action must afford deference to based on the ethics officer's recommended stipulation ~~from the ethics officer or, in the event a violation is found by the hearing examiner, the hearing examiner's findings, conclusions, and recommendations~~ recommended remedial actions or sanctions from the hearing examiner, as appropriate. ~~The action of the city council shall be final and not subject to further review or appeal except as may be otherwise provided by law or as provided below in subsection (E).~~

1. ~~Dismissal~~ No sanctions or penalties. Dismissal of the The city council may dispose of the complaint without imposing sanctions or penalties.

2. Referral. A complaint may be referred to another agency with jurisdiction over the violation, such as the Public Disclosure Commission. Final action on the complaint may be stayed pending resolution of the matter by the agency to which it was referred.

3. Admonition. An admonition shall be an oral non-public statement made by the mayor, or his/her designee, or if the complaint is against the mayor, the deputy mayor or his/her designee, to the official.

4. Reprimand. A reprimand shall be administered to the official by a letter of reprimand by the city council. The letter shall be prepared by the city council and shall be signed by the mayor or, if the complaint is against the mayor, the deputy mayor.

5. Censure. A letter of censure shall be a letter read to the official in public. The letter shall be prepared by the city council and shall be signed by the mayor, or if the complaint is against the mayor, the deputy mayor. The official shall appear at a city council meeting at a time and place directed by the city council to receive the letter of censure. Notice shall be given at least twenty calendar days before the scheduled appearance at which time a copy of the proposed letter of censure shall be provided to the official. The letter of censure shall be read publicly, and the official shall not, at the time of reading, make any statement in support of, or in opposition thereto, or in mitigation thereof. The letter of censure shall be read at the time it is scheduled whether or not the official appears as required.

6. Removal—Member of Board or Commission or Other Appointed Task Group or Committee. If the official against whom the complaint was made is currently a member of a city board or commission or other city task group or committee, may, in addition to other possible penalties set forth in this section, and notwithstanding any other provision of the Mercer Island City Code, by a majority vote remove the official from such board or commission effective immediately. [Nothing in this subsection limits the city council's removal authority under title 3 of the MICC.](#)

7. Removal—Councilmember Appointments. In addition to taking any actions above, if the official against whom the complaint was made is a member of the city council who serves on any city board or commission, other city task group or committee, regional or multijurisdictional body as a representative of the city, whether appointed by the mayor, mayor and deputy mayor, council, or regional body, in addition to other possible penalties set forth in this section, and notwithstanding any other provision of the Mercer Island City Code, by a majority vote remove the official from such body effective immediately.

8. Removal—Mayor or Deputy Mayor Appointment. In addition to taking any actions above, if the official against whom the complaint was made serves as mayor or deputy mayor, the city council may remove said appointment.

9. Civil Penalties. In addition to taking any actions above, the city council may also assess a civil penalty of up to one thousand dollars. Any monetary penalty assessed civilly shall be placed in the city's general fund.

~~E~~[F. Appeal. Either the complaining party or the official complained against may, within thirty days of the city council's action on \(1\) the ethics officer's recommended stipulation or \(2\) the hearing examiner's final decision, appeal to the King County superior court by writ of certiorari pursuant to Chapter 7.16 RCW.](#)

~~Review of Civil Penalty Amount. If the city council orders an official to pay a civil penalty, the official may seek a reconsideration from the city council of the amount assessed within thirty days of the city council's order.~~

~~F.G.~~ Protection Against Retaliation. Neither the city nor any official may take or threaten to take, directly or indirectly, any action that constitutes personal attack, harassment, or intimidation, against any person because that person files a complaint with the ethics officer.

~~H.~~ Public Records. Records filed with the ethics officer and/or hearing examiner, and written decisions or recommendations of the ethics officer and/or hearing examiner, become public records that may be subject to inspection and copying by members of the public, unless an exemption in law exists. If the city receives a request under the Public Records Act, RCW 42.56, to inspect or copy such information and reasonably determines that such information may be exempt from disclosure, including upon the grounds stated in MICC 2.60.070(A)(4), it will notify the complaining party and the official complained against of the request and of the date that such information will be released to the requester unless any party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. The city will provide such notice at least ten days prior to the date that the information will be released. If no party timely obtains a court order enjoining disclosure, the city may release the requested information on the date specified.

~~G.I.~~ Recovery of Fees or Costs. No attorney's fees or other costs related to matters covered by this chapter incurred by any official or complainant shall be recoverable from the ~~C~~city, except as follows: The Ccity shall reimburse reasonable legal fees incurred by the official, ~~up to \$5,000,~~ relating to or arising out of the defense of an ethics complaint that results in a dismissal of the complaint by the ~~city council without penalties subsequent to a hearing by the~~ hearing examiner. The hearing examiner shall determine the amount of the reasonable fee award.

2.60.080 Limitations

Complaints based on this code of ethics may only be brought against current officials and must be submitted within two years from the date of the alleged violation. If the official against whom the complaint was brought resigns or their term ends before the disposition of the complaint, no further action pursuant to MICC 2.60.080 shall be taken. This section shall only apply for purposes of enforcement of this code of ethics pursuant to MICC 2.60.080.

Mercer Island Ethics Code Revisions

Second Reading – June 1, 2021

Matt Segal
Pacifica Law Group LLP

Sarah Washburn
Pacifica Law Group LLP

Overview

Based on City Council feedback, proposed edits to the draft ordinance for second reading fall into the following categories:

- **Definitions**
- **Prohibited conduct**
- **Signed acknowledgment**
- **Advisory opinions**
- **Complaint, hearing, and enforcement procedures**
- **Fees and costs**

Definitions

Proposed Revisions

- **Definitions section has been expanded to define several terms that appear in the prohibited conduct section of the code.**
- **Additional defined terms include “beneficial interest,” “confidential information,” “conflict of interest,” “contract,” “contracting party,” “financial gain or loss,” and “remote interest.”**
- **Language exempting “broadly held interests” from the definition of conflict of interest has been replaced with language similar to that in Kirkland’s code clarifying that financial interests shared with more than 10 percent of the city’s population do not amount to a conflict.**

Prohibited Conduct

Proposed Revisions

- **Conflict of interest and confidential information provisions have been shortened/streamlined to reflect that definitions are now housed in the definitions section.**
- **Additional language from the state provision on beneficial interests in contracts (RCW 42.23.030) has been added to clarify that officials may not vote on contracts in which they are beneficially interested, even if one of the state law exemptions allowing the awarding of the contract applies.**

Signed Acknowledgment

Proposed Revisions

- **The signed acknowledgment provision has been revised to require that officials acknowledge receipt of both the Code of Ethics and state law (ch. 42.23 RCW).**
- **This provision has also been modified to require that currently-serving officials sign the acknowledgment at the time the Code is adopted and upon any material changes to the Code.**

Advisory Opinions

Proposed Revisions

- The advisory opinion section has been revised to clarify that opinions will be issued at the City's expense.
- This section has also been revised to give the ethics officer discretion over whether to issue an advisory opinion, based on several nonexclusive factors.
- Language has been added to clarify that the advisory opinion process is not intended to substitute for officials' own understanding and exercise of reasonable judgment with respect to prohibited conduct.
- These changes are intended to address concerns about overuse of the advisory opinion process and related expense to the City.

Complaint, Hearing, and Enforcement Procedures

Proposed Revisions

- The confidentiality provision has been revised to clarify that the City (as opposed to the complainant or the official complained against) will maintain confidentiality as to complaints until a sufficiency determination is made, to the extent allowed by state law.
- Language has been added to clarify that complaints dismissed at the sufficiency stage are considered dismissed with prejudice and will not be reconsidered unless additional facts are presented.
- The hearing provisions have been revised to confirm the official may submit a written answer to the complaint, and both parties may appear at the hearing in person and/or through counsel.

Proposed Revisions (Cont.)

- The evidentiary provisions have been modified to clarify that the parties may present witnesses and evidence on matters relevant to the issues raised in the complaint.
- Language has been added to clarify that if the hearing examiner finds no violation, the complaint must be dismissed with prejudice and no further action taken.
- Regarding authorized remedial actions or sanctions, the “dismissal” option has been replaced with a “no sanctions or penalties” option.
- A new provision has been added requiring the city clerk to deliver copies of the hearing examiner’s final decision to the parties and City Council within 15 days.
- The timeline for the City Council’s final action has been shortened to 30 days after receipt of the final decision, or the next regularly scheduled City Council meeting following that 30-day period.

Note on Sufficiency Standard

- The standard for sufficiency remains the same as in the first reading version: “A complaint shall be sufficient if it precisely alleges and reasonably describes acts that constitute a prima facie showing of a violation of MICC 2.60.030, including chapter 42.23 RCW.”
- Pacifica considered several options for defining “prima facie,” but ultimately recommends keeping prima facie as an established term.
- The sufficiency standard is directed at the ethics officer, who will apply the established term “prima facie” as used under Washington law. *See Matter of Detention of M.W.*, 185 Wn.2d 633, 657, 374 P.3d 1123 (2016); *McCoy v. Courtney*, 25 Wn.2d 956, 962, 172 P.2d 596 (1946); BLACK’S LAW DICTIONARY (11th ed. 2019).
- Inserting additional language to describe this standard could introduce ambiguity.

Fees and Costs

Proposed Revisions

- **The fees and costs provision has been revised to clarify that the hearing examiner will determine the amount of any reasonable fees awarded to an official who qualifies for such an award.**

Note on Fees and Costs Recovery

- The fees and costs provision applies only to the official complained against and only where the complaint is dismissed by the hearing examiner (i.e. no violation); it does not allow for the complaining party to recover costs and fees.
- Pacifica reviewed the codes of 35 other jurisdictions across the state (26 cities, 9 counties) and found no other code allowing the complainant to recover fees.
- We recommend against any change on this point; allowing complaining party fee recovery is inconsistent with the principles behind indemnity/defense of officials.

Timeline for Resolution of Complaints Found Sufficient by Ethics Officer

Start to Finish: 142 Days

Item 11.

**Filing → 30 days → sufficiency → 7 days → notice to parties → at least
30 days → hearing → 30 days → final decision → 15 days → clerk
delivers decision to parties and council → 30 days or next regularly
scheduled meeting after 30 days → final City Council action**



BUSINESS OF THE CITY COUNCIL CITY OF MERCER ISLAND

AB 5884
June 1, 2021
Regular Business

AGENDA BILL INFORMATION

TITLE:	AB 5884: 2021 Board and Commission Appointments	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Appoint members to vacant and expiring 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 Deborah Estrada, City Clerk
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 2021-2022 Board & Commission Vacancies 2. City Council Rules of Procedure, Section 8 3. Resolution No. 1598
CITY COUNCIL PRIORITY:	n/a

SUMMARY

The purpose of this Agenda Bill is to appoint members to vacant and expiring board and commission positions. 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

Each March, the City begins its annual recruitment process for filling positions expiring on the City’s advisory boards and commissions. The following board and commission positions were advertised in March and April:

- [Arts Council](#) (4 open positions – *no timely applications received*)
- [Design Commission](#) (2 open positions)
- [Open Space Conservancy Trust](#) (2 open positions)
- [Parks & Recreation Commission](#) (2 open positions)
- [Planning Commission](#) (3 open positions)
- [Utility Board](#) (3 open positions)

RECRUITMENT PROCESS

Position vacancies were advertised across several platforms, including:

- City Website News Release
- City Manager Reports
- Mercer Island Reporter Ad
- MI Weekly
- Social Media
- Board & Commission Report Outs
- City Council Agenda Email Distribution List

Emails were also sent to current board and commission members and individuals that had applied in the last two years, inviting them to submit an application or request to be reappointed. In response to outreach efforts, 9 new applications and four requests for reappointment were received by the May 6, 2021 deadline. A list of all applications was forwarded to the City Council for review on Tuesday, May 11, 2021.

APPOINTMENT PROCESS

Open Space Conservancy Trust (“OSCT”) members are appointed by the Mayor and approved by a majority of the City Council as outlined in Article III of Ordinance No. [96-002](#).

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 OSCT) 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 board or commission. The names of the applicants selected will be added to a resolution (see draft Resolution No. 1598 attached as Exhibit 3), with final approval required by a vote of the City Council.

Please note, there was one late request for reappointment and no new applications for appointment to the Arts Council. Likewise, there was one request for reappointment and no new applications for appointment to the Utility Board. Staff will await the outcome of the appointment process and then advertise to fill the remaining vacancies.

RECOMMENDATION

- 1) Approve the Mayor’s recommendations for appointment to the Open Space Conservancy Trust for the positions expiring May 31, 2021.
- 2) Approve Resolution No. 1598 appointing members to fill the vacancies on the City’s advisory boards and commissions.
- 3) Direct the City Manager to commence a recruitment process to fill the remaining board and commission vacancies.



City of Mercer Island
2021-2022 Board and Commission Vacancies - June 1, 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	Gaylene Vaden	n/a
	4	2022	Vacant	2022
	5	2024	Amy Barnes	2024
	6	2024	Vacant	2024
	7	2021	Vacant	2025
	8	2022	Vacant	2022
	9	2022	Erik Gordon	2022
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	Vacant	2025
	6	2021	Vacant	2025
	7	2022	Colin Brandt	n/a
Open Space Conservancy Trust	1	2024	Craig Olson	n/a
	2	2022	Carol Lynn Berseth	n/a
	3	2021	Lisa Anderl	n/a
	4	2022	Thomas Hildebrandt	n/a
	5	2021	Vacant	2025
	6	2024	Hillary Ethe	n/a
	7	2021	Vacant	2025
Parks & Recreation Commission	1	2023	Don Cohen	n/a
	2	2023	Sara Berkenwald	n/a
	3	2022	Jodi McCarthy	n/a
	4	2022	Rory Westberg	n/a
	5	2021	Vacant	2025
	6	2021	Vacant	2025
	7	2024	Peter Struck	n/a
Planning Commission	1	2023	Tiffin Goodman	n/a
	2	2023	Michael Murphy	n/a
	3	2024	Daniel Hubbell	n/a
	4	2024	Vacant	2024
	5	2021	Vacant	2025
	6	2022	Vacant	2022
	7	2022	Ted Weinberg	n/a
Utility Board	1	2024	William Pokorny	n/a
	2	2024	Stephen Majewski	n/a
	3	2021	Vacant	2025
	4	2021	Vacant	2025
	5	2021	Vacant	2025
	6	2022	Brian Thomas	n/a
	7	2022	Tom DeBoer	n/a

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. 1598**

**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 advice on a wide variety of subjects aids the City Council in the decision-making process; and

WHEREAS, there are currently sixteen vacancies on the City Council Boards and Commissions; and

WHEREAS, the City Clerk solicited applications for said positions; and

WHEREAS, the appointment for each board and commission is established by ordinance and 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 Design Commission. Pursuant to MICC 3.34.030(C), the City Council hereby appoints the following individuals to the Mercer Island Design Commission for the designated terms hereafter set forth:

- | | | |
|-------|-------------|---------------------------|
| _____ | Position #5 | Term Expires May 31, 2025 |
| _____ | Position #6 | Term Expires May 31, 2025 |

Section 2. Appointment of Parks & Recreation Commission. Pursuant to MICC 3.53.030(C), the City Council hereby appoints the following individuals to the Mercer Island Parks & Recreation Commission for the designated terms hereafter set forth:

- | | | |
|-------|-------------|---------------------------|
| _____ | Position #5 | Term Expires May 31, 2025 |
| _____ | Position #6 | Term Expires May 31, 2025 |

Section 3. Appointment of Planning Commission. Pursuant to MICC 3.46.030(C), the City Council hereby appoints the following individuals to the Mercer Island Planning Commission for the designated terms hereafter set forth:

- | | | |
|-------|-------------|---------------------------|
| _____ | Position #4 | Term Expires May 31, 2024 |
| _____ | Position #5 | Term Expires May 31, 2025 |
| _____ | Position #6 | Term Expires May 31, 2022 |

Section 4. Appointment of Utility Board. Pursuant to MICC 3.52.030(C), the City Council hereby appoints the following individuals to the Mercer Island Utility Board for the designated terms hereafter set forth:

_____	Position #3	Term Expires May 31, 2025
_____	Position #4	Term Expires May 31, 2025
_____	Position #5	Term Expires May 31, 2025

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT ITS REGULAR MEETING ON JUNE 1, 2021.

CITY OF MERCER ISLAND

Benson Wong, Mayor

ATTEST:

Deborah A. Estrada, City Clerk



**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND**

**AB 5878
June 1, 2021
Public Hearing**

AGENDA BILL INFORMATION

TITLE:	AB 5878: Adoption of 2022-2027 Six-Year Transportation Improvement Program (Public Hearing continued from May 4 Meeting and Adoption).	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Conduct public hearing extended from May 4 and adopt 2022-2027 Transportation Improvement Program.	<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 Patrick Yamashita, City Engineer/Deputy Public Works Director Matt Mornick, Finance Director
COUNCIL LIAISON:	n/a
EXHIBITS:	1. Summary of Public Comments, received by May 20 2. Updated Detail of Proposed Expenditures 2022-2027 3. Updated Street Fund Balance, as of May 2021
CITY COUNCIL PRIORITY:	1. Prepare for the impacts of growth and change with a continued consideration on environmental sustainability.

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

SUMMARY

The purpose of this agenda bill is to continue the public hearing from May 4, 2021 and adopt the 2022-2027 Transportation Improvement Program (TIP).

BACKGROUND

On May 4, 2021, the City Council opened the public hearing for the TIP (see [AB 5853](#)), received a presentation from staff, reviewed the draft TIP and provided staff with direction on specific projects. The public hearing was extended to June 1, 2021. Additional public comments received following the April 16 deadline for inclusion in [AB 5853](#), presenting the preliminary draft TIP, are included in Exhibit 1.

The City Council’s direction to staff included changes to the following projects:

1. **West Mercer Way Chip Seal (SE 56th Street – EMW) [SP105]:**
 - a. Remove the hot mix asphalt (HMA) overlay option [SP105A].

- b. Perform a public input survey to solicit feedback on the general use of HMA vs chip seal for roadway resurfacing.
- c. Provide the survey results to the City Council prior to proceeding with the chip seal project currently scheduled in 2023 to allow time for the City Council to decide how to proceed with the project.

2. Island Crest Way Corridor Safety Analysis [NEW PROJECT in category E - TIP Other]:

- a. Complete a corridor safety analysis on Island Crest Way from 90th Ave. SE, south through SE 68th Street. This work is to proceed in 2021 with the results presented to the City Council in Q1 2022. This corridor safety analysis will inform planning (scope, phasing, cost estimates, etc.) for future capital projects along this corridor, including SP 119, described below.
- b. The scope of the analysis will likely focus on facilities/infrastructure such as pedestrian/bicycle facilities, parking, illumination, etc.; deficiencies such as visibility/sightlines, roadway/intersection safety and capacity, parking, and types of users of the corridor (drivers, pedestrians, cyclists, school children, etc.).
- c. The proposed funding includes \$75,000 in 2021 and \$25,000 in 2022. This will require an appropriation from the fund balance in the Street Fund.

3. North-South Bike Route Completion ICW (90th Ave. SE – SE 63rd Street) [SP119]:

- a. Following completion of the corridor analysis, create a phased design and construction approach to address the needs identified in the corridor safety analysis.
- b. The start of this project shifted by one year from 2022 to 2023 to account for the corridor safety analysis and components to be added in a future TIP, potentially replacing SP119. This one-year shift is reflected in Exhibit 2.

Exhibit 2 is an updated draft detail of proposed expenditures for the 2022-2027 TIP that incorporates the City Council's directions to staff during the May 4, 2021 TIP discussion. The changes made are reflected in red. Exhibit 3 is an updated Street Fund balance based on the changes reflected in Exhibit 2 and an appropriation of \$337,872 for the East Mercer Way Slide Repair (see [AB 5871](#)) approved by the City Council on May 18, 2021.

SUSTAINABLE PRACTICES

The TIP projects and Public Works maintenance practices for transportation facilities continue to move toward creating a more sustainable transportation infrastructure, with a range of approaches including:

- Use of recycled asphalt in hot mix asphalt.
- Recycling asphalt pavement grindings for use in road base and utility trenches, where appropriate.
- Use of Low Impact Development (LID) and drainage techniques where feasible and appropriate.
- Proactive maintenance of streets and stormwater drainage systems through ongoing street sweeping and catch basin cleaning programs to protect water quality and Lake Washington habitat.
- Reducing energy costs through efforts such as converting streetlights to LED, where cost effective. The decorative streetlights in the town center were converted to LED in 2013 and the remaining lights in the town center were converted in 2014-2015.

Hot Mix Asphalt (HMA) pavement is a more sustainable choice because the asphalt industry considers it 100% recyclable. Asphalt grindings and rubble from roadway improvement projects are routinely returned to asphalt plants, processed into recycled asphalt pavement, and incorporated into future projects around the

region. New HMA pavement typically includes approximately 20% recycled asphalt content (per WSDOT specifications), which has both economic and environmental benefits. It reduces the asphalt industry's demand for new aggregate from quarries and gravel borrow sites, as well as the amount of new liquid asphalt required to produce new HMA. Other common uses of recycled asphalt include gravel base rock under new pavement and backfill for utility trenches.

Routine street sweeping is another sustainable approach and considered a best management practice that helps protect water quality by removing debris containing pollutants before it impacts water quality within the stormwater system. The Town Center is swept a minimum of 36 times annually; arterial roadways are swept a minimum of 18 times annually; all residential streets are swept a minimum of twice annually. Sweeping is also provided as requested when warranted by special conditions such as construction activities, significant weather events, spills, and traffic collisions.

As discussed with City Council on March 2, 2021 (see [AB 5822](#)), staff will continue to find opportunities to expand sustainability improvements with the City's transportation and Capital Improvement Projects.

RECOMMENDATION

- 1) Conduct a public hearing and consider public testimony.
- 2) Adopt the 2022-2027 Transportation Improvement Program, as reflected in Exhibit 2.
- 3) Appropriate \$100,000 from the Fund Balance in the Street Fund for the Island Crest Way Corridor Safety Analysis.

Summary of Public Comments

2022-2027 Transportation Improvement Program

(All comments received by May 31)

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
1	Other Transportation Project	92nd Ave SE between SE 40th St and SE 42nd St	Speed Humps on 92nd Ave SE between SE 40th Street and SE 42nd Street: We understand installation is planned for summer of '21; thank you. We absolutely support this work and believe it will make a significant difference for the residents in the area and will close the loop around this oversized block. 86 th Ave SE, SE 42 nd Street both have speed humps or raised crosswalks that have calmed traffic significantly.	3/30/2021
2	Pedestrian and Bicycle Project	SE 40th St between 92nd Ave SE and 93rd Ave SE	Sidewalk Construction on SE 40th Street between 92nd Ave SE and 93rd Ave SE: This is a project the District has lobbied for the past few years. Currently the District's transportation group runs a bus from the neighborhood east of 92 nd Ave SE to Northwood Elementary (which should be in the walk zone) since there is not a safe walk path or ability for pedestrians to cross SE 40 th from the south. This improvement would tie into other improvements on SE 40 th and allow expansion of the walk zone for Northwood.	3/30/2021
3	Pedestrian and Bicycle Project	92nd Ave SE between SE 40th St and SE 41st St	Sidewalk Improvements on 92 nd Avenue SE between SE 40 th Street and SE 41 st Street: Given the addition of the speed humps, we agree with the City that this should be monitored to determine if sidewalk improvements continue to be warranted. Students do have the ability to move from 92 nd AVE SE to SE 41 st Street, to 91 st Avenue SE, to SE 40 th Street.	3/30/2021
4	Pedestrian and Bicycle Project	77th, SE 32nd - SE 27th	Regarding the proposed work on 77th, do you have any engineering to show the proposed street cross-section? Modify channelization to on-street parking (SE 32nd - SE 27th), shared bike (sharrows) facility to be consistent with Town Center Development and Design Standards (MICC 19.11), connect to MTS/I-90 trail	3/31/2021
5	Pedestrian and Bicycle Project	77th, SE 32nd - SE 27th	I am writing to ask that the bike lane on 77th be maintained in any improvement project to this street. This is the only designate bike access to town center and is used daily by adults and kids. Removing it would be irresponsible and unsafe as the walks are too crowded to ride on and the street is a busy one, and people don't always share the road.	3/31/2021
6	Arterial Street	WMW	Chip Seal on West Mercer Way (SP 105). Thank you for the wonderful HMA paving project completed on East Mercer Way. I also applaud all of the other specific Arterial Improvement projects on the TIP calling for resurfacing with HMA. The poor orphan in this otherwise outstanding list is West Mercer Way from 56 th -EMW. Another euphemism is that you will "restore" the pavement with chip seal. Chip seal does not restore pavement; it fundamentally degrades it. Anyone who disagrees can ride with me over the HMA on East Mercer, then continue down to where it becomes chip seal and you will feel the distinction. I have previously communicated with Council on the problems with chip seal. Among the problems: rough surface, both for driving, riding and if on a bike, landing on it; more susceptible to tire grooves as car tires depress parts of the lanes; lane edges where there are pre-existing shoulders not covered; months of loose top coat, which creates additional sliding out danger for bikes; and increased friction which almost certainly increases tire wear and sends more tire dust into the environment. When the City staff initially proposed chip seal on some roads, it was to be limited to neighborhood streets, with arterials receiving HMA. In the current TIP, with the exception of the WMW segment, the City is adhering to that policy. I understand that chip seal is significantly cheaper than HMA is. But you get what you pay for. HMA is a superior product, with superior utility and service to residents. I would rather drive and ride on this arterial the existing HMA surface until the City can afford to replace it with HMA than to have new chip seal in 2023. We are not an impoverished community with roads that are crumbling and no resources for new asphalt. We should acknowledge that the chip seal at the south end of East Mercer Way was a mistake for an arterial, and we should not repeat it. The current surface is in better condition than it will be with a chip seal overlay. The City staff initially proposed chip seal on some roads, it was to be limited to neighborhood streets, with arterials receiving HMA. Let's stick to that plan. No chip seal on arterial roads.	3/31/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
7	Pedestrian and Bicycle Project	WMW-EMW 8000 WMW- 8500 EMW	<p>I am writing in regard to the proposed bike lane paving, SP 113, WMW-EMW 8000 WMW- 8500 EMW. I am a 27 year resident of Mercer Island and reside on Avalon Dri. I bike the WMW-EMW loop around MI approximately 200-250 times per year. In addition, I walk multiple days per week with my wife and dog along WMW and EMW on the south end. I want to congratulate the city for its commitment to continuously adding additional pedestrian / bike lanes along EMW and WMW.</p> <p>In my experience the single most dangerous piece of roadway for pedestrians and bikers is the section between Clark Beach on EMW and 8400 WMW. SP 113 states that the biker lane project is from 8000 WMW - 8500 EMW. Is this accurate? I believe that the road from 8400 WMW around the south end to 8000 EMW and Clark Beach is noted for having a blind corner, plus there is little shoulder with a deep drainage ditch for portions of this section all the way to Clark Beach Park.</p> <p>One of the outcomes of the Covid experience is that I have observed a significant increase in pedestrians and bikers on this section of roadway. Also, we often walk the loop along East and West Mercer, up the Flurry steps and back down the trail by Clark Beach Park. This is a popular loop that takes more pedestrians to the stretch of roadway we are talking about. Yesterday I saw an elderly man walking with a walker, facing traffic, at the point where EMW meets WMW. If a car came at that time there would be no place for this walker to go.</p> <p>I strongly encourage the city to put the highest priority on creating a bike lane between 8400 WMW to Clark Beach Park on EMW. Please feel free to reach out to me if I can provide any additional observations.</p> <p>Thank you for all the work you do for the residents of MI.</p>	4/4/2021
8	Pedestrian and Bicycle Project	77th Ave SE in City Center	<p>I am writing to ask that the bike lane on 77th be maintained in any improvement project to this street.</p> <p>This is the only designate bike access to town center and is used daily by adults and kids. Removing it would be irresponsible and unsafe as the walks are too crowded to ride on and the street is a busy one, and people don't always share the road.</p>	3/31/2021
9	Pedestrian and Bicycle Project	ICW from 53rd-68th St	<p>https://nextdoor.com/p/5ZkrLHFbWdBx?view=detail(External link) This is a link to my 2021 post on Nextdoor on the 2021 TIP.</p> <p>https://nextdoor.com/news_feed/?post=148567555r(External link) This is a link to my 2020 post on ND I submitted as a public comment for 2020's TIP.</p> <p>It doesn't look like there are any new projects for 2021. I still oppose removing the mature trees along the east side of 80th, and my advice is be careful on the north-south bike path. I agree with Patrick Yamashita's comments last year that every time the council tries to fund completing the bike gap out of the TIP and the citizens realize it means removing the mature trees along one side of ICW from 53rd to 68th they object strenuously, and the city abandons the project. I still don't understand how a bike path on the far south end of Mercer Island qualifies for the \$5.1 million in ST mitigation funds for East Link.</p> <p>My advice is there is a big difference between selecting a TIP project and funding it vs. the citizens supporting it. 2022 is a levy year, and that generally means avoiding controversial projects, certainly TIP projects.</p> <p>I do think the crossing at West Mercer Way for the bike trail turned out well, better than I first thought.</p>	3/29/2021
10	Other Transportation Project	800 NMW	Add commuter parking space. There was not much room for parking pre-pandemic, and the Light Rail only stands to increase demand as it is restored.	3/28/2021
11	Other Transportation Project	W Shorewood Dr via ULB to 84th Ave SE	complete/recover trail connection from Shorewood via ULB to 84th Ave SE	3/26/2021
12	Pedestrian and Bicycle Project	SE 40th St and 36th St (9703 SE 40th St)	Mercerwood Connector - add trail through city property to provide ped/bike connection between SE 40th St and 36th St	3/26/2021
13	Pedestrian and Bicycle Project	3906 East Mercer Way	paved shoulder on only one side is a safety issues; tendency of cars to park on it, and peds to use it both north and south bound, leading to many conflicts with oncoming traffic	3/26/2021
14	Pedestrian and Bicycle Project	SE 44th Pl	lack of eastbound wayfinding for trail down to EMW	3/26/2021
15	Pedestrian and Bicycle Project	4248 Crestwood Place	lack of eastbound wayfinding	3/26/2021
16	Pedestrian and Bicycle Project	9301 Southeast 43rd Street	lack of westbound wayfinding for connection to 92nd Ave SE	3/26/2021
17	Pedestrian and Bicycle Project	SE 68th St	I see many folks cross 68th street to and from the shopping center to Pioneer Park, may consider a lighted ped crosswalk. Thx	4/14/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
18	Pedestrian and Bicycle Project	62nd and ICW/40th and 86th;90th/72nd st/78th Ave SE	Miscellaneous projects. <ul style="list-style-type: none"> Add a flashing crosswalk at 62nd & ICW. City signage instructs cyclists and pedestrians to cross Island Crest Way at this point, but there is no crosswalk or other safety element marked. We recommend a flashing crosswalk light be installed. Use green paint and NACTO standards to mark bike routes at 40th & ICW; 40th & 86th; 90th just northeast of ICW (near ICW mailbox). It is not clear to drivers or cyclists how these busy intersections should be crossed. Add warning signage or street marking to 72nd Street in front of IMS to warn cyclists that the northside shoulder ends abruptly. Add sharrows on 78th AVE SE near Mercerdale park. Adopt NACTO standards at least in town center and at other busy intersections. 	4/15/2021
19	Pedestrian and Bicycle Project	77th Ave SE in City Center	Bike lanes in city center <ul style="list-style-type: none"> Last year residents unanimously opposed removing the bike lanes along 77th Ave SE in the city center, yet city code and the TIP still call for removing them via project SP126. Change city code if necessary to protect these important lanes. 	4/15/2021
20	Residential Street	Gallagher Hill	Chip seal <ul style="list-style-type: none"> Use chip seal on SP115 instead of project SP105. Gallagher Hill is very steep and seldom used by cyclists. It would benefit from the extra traction that chip seal would provide. SP115 See previous comment. If the city moves ahead on chip seal for this project, consider using HMA for the shoulders to reduce negative impact on cyclists. 	4/15/2021
21	Other Transportation Project	ST Station Park and Ride	Safety improvements in front of the Park and Ride. <ul style="list-style-type: none"> After then ST station opens, the risk of injuries from conflicts between bicycles and the increased numbers of disembarking transit passengers will also increase. This area needs wider, more clearly marked traffic lanes or similar improvements. Are the bus shelters still needed for disembarking passengers? The absence of information due to litigation makes specific suggestions difficult at this point. 	4/15/2021
22	Pedestrian and Bicycle Project	EMW and WMW	East and West Mercer Way Shoulders <ul style="list-style-type: none"> Please do not delay these projects. 	4/15/2021
23	Pedestrian and Bicycle Project	ICW from 90th Ave-63rd St	Island Crest Way missing link. <ul style="list-style-type: none"> Please to no delay this project. 	4/15/2021
24	Arterial Street	WMW	I saw that chip seal on West Mercer Way is in the current TIP. Given the heavy use of WMW by cyclists and pedestrians, I would encourage the City to look at alternative cost-effective approaches for preventative maintenance. This could be using a finer aggregate (like 1/4 inch), microsurfacing, slurry seal, or cape seal. These tend to give a smoother surface and fewer flying rock chips (which is good for cyclists, pedestrians, and drivers!). Some resources I have seen on these methods: http://sdotblog.seattle.gov/2013/12/23/microsurfacing-sdots-new-method-to-preserve-residential-streets/ http://www.wyopath.org/bicycle-friendly-chip-seal/ http://www.wyopath.org/wp-content/uploads/2013/08/Tour_de_Chip_Seal_Report.pdf http://www.ucprc.ucdavis.edu/PDF/UCPRC-RR-2016-02.pdf https://www.elevationoutdoors.com/chip-sealing-more/ https://www.elevationoutdoors.com/chip-sealing-an-answer-from-the-county/ And how other local jurisdictions have been adopting these approaches: https://www.seattle.gov/transportation/projects-and-programs/programs/maintenance-and-paving/preventative-maintenance/microsurfacing#background https://www.seattle.gov/transportation/projects-and-programs/programs/maintenance-and-paving/preventative-maintenance/slurry-seal	4/15/2021
25	Pedestrian and Bicycle Project	SE 40th and ICW	I have noticed that the signal on SE 40th Street eastbound at Island Crest Way does not change for cyclists; the City may want to address this.	4/15/2021
26	Pedestrian and Bicycle Project	SE 68th and ICW	I walk daily throughout Pioneer Park. Cars turning right heading westbound onto SE 68th St from southbound Island Crest Way rarely look for pedestrians as it is a yielding right turn. This corner already has poor visibility for the crosswalk coming out of the park. Eventually this could become a tragic accident at this intersection. Typically drivers are looking left for other cars without looking for pedestrians, and they are typically moving quickly through the intersection. Although I am plainly visible at the start of the crosswalk, I often have to wait for several cars to pass before one stops. I am almost hit by cars several times each week. I don't want to see a full stop put in place, but rather a flashing cross light at that right turn alerting drivers to a pedestrian crossing. It need not extend across the street but a simple flashing light on demand at a signpost perhaps 20-30 feet before the turn.	4/15/2021
27	Pedestrian and Bicycle Project	EMW/WMW	I would love to see flexible delineation posts installed on the blind turns on EMW/WMW to keep cars out of the shoulder area where pedestrians walk.	4/15/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
28	Pedestrian and Bicycle Project	77th Ave SE in City Center	I am emailing to express my support for the NIM recommendations in general, but particularly on TIP 126, the 77th re-channelisation to add parking. I know that several years ago citizens were adamantly opposed to additional parking there, and I don't really see the point given the lack of storefronts on 77th, but I am expressly opposed to any design that eliminates designated bike lanes if parking must be added. A sharrow is not a bike lane, it is some paint in a general traffic lane. Kids won't ride bikes in a sharrow because they don't feel safe (because they're not) If you must, change the design standards and protect this resource.	4/16/2021
29	Residential Street	86th Ave SE (46th - 47th)	This neighborhood is in need of resurfacing. 86th Ave SE and 84th Ave SE (between SE 46th St and SE 47th St) and SE 47th Street (between 86th Ave Se and 84th Ave SE) are in great need of resurfacing. It has been scheduled and delayed, scheduled and delayed for many many years. The edges are decaying, there are potholes that continue to reappear and the road is "spidering" all over the place. This is unsafe for bikers, drivers, cars, etc.	4/16/2021
30	Pedestrian and Bicycle Project	ICW from 90th Ave-63rd St	Thank you for encouraging comments on the TIP before the final is presented to Council. As a group promoting sustainability, Island Vision encourages further development of the pedestrian and bicycle system throughout Mercer Island, to reduce the need for motorized vehicles. This means making the system safer, as well as more attractive. High priorities that we think should be emphasized in the TIP update: Complete the missing bike/pedestrian links on the Mercer Ways and Island Crest Way. These items are already on the existing TIP, but should be completed as soon as possible. Perhaps the new federal emphasis on infrastructure will provide additional funds. (See additional comments 31-34) Again, thank for inviting comment, and for all the pedestrian and bicycle improvements that have been made recently.	4/16/2021
31	Pedestrian and Bicycle Project	Islandwide	Update the existing Bicycle and Pedestrian Facilities Plan to emphasize NACTO safety and design standards, and to specifically address trouble spots, such as the slip lanes on 78th to 32nd, and the slip lane near the City Center Starbucks Lodge.	4/16/2021
32	Pedestrian and Bicycle Project	86th Ave SE (ICW to SE 42th St)	Upgrade the pedestrian route on 86th, from ICW to 42th, making it ADA accessible and more safely walkable. This is a Metro and school bus route. The Metro busses will be used increasingly when the light rail on Mercer Island opens, providing frequent fast service to two major employment centers.	4/16/2021
33	Pedestrian and Bicycle Project	SE 40th St & ICW	Improve crosswalk and bike lane markings on 40th and ICW, to alert drivers as well as bikers and pedestrians as to how to handle that intersection. The eastbound bike lane on 40th just disappears as it approaches ICW, which is confusing to drivers as to what to expect re cyclists.	4/16/2021
34	Pedestrian and Bicycle Project	77th Ave SE in City Center	Retain the bicycle lanes on 77th. This will take a plan change, but perhaps that can be done in conjunction with any action on the retail study, or the updated Bicycle and Pedestrian Facility Plan.	4/16/2021
See Below For Public Comments Received Following the Deadline for Inclusion in the TIP Preview For City Council on May 4, 2021 (AB5853)				
35	Pedestrian and Bicycle Project	62nd & ICW	Add a flashing crosswalk at 62nd & ICW. City signage instructs cyclists and pedestrians to cross Island Crest Way at this point, but there is no crosswalk or other safety element marked. We recommend a flashing crosswalk light be installed.	4/19/2021
36	Non TIP	40th & ICW; 40th & 86th	Use green paint and NACTO standards to mark bike routes at 40th & ICW; 40th & 86th; 90th just northeast of ICW (near ICW mailbox). It is not clear to drivers or cyclists how these busy intersections should be crossed	4/19/2021
37	Non TIP	SE 72nd & 84th Ave SE	Add warning signage or street marking to 72nd Street in front of IMS to warn cyclists that the northside shoulder ends abruptly.	4/19/2021
38	Non TIP	78th Ave (SE 34th to SE 39th)	Add sharrows on 78th AVE SE near Mercerdale park.	4/19/2021
39	Non TIP	Town Center	Adopt NACTO standards at least in town center and at other busy intersections.	4/19/2021
40	Pedestrian and Bicycle Project	77th Ave SE in City Center	Last year residents unanimously opposed removing the bike lanes along 77th Ave SE in the city center, yet city code and the TIP still call for removing them via project SP126. Change city code if necessary to protect these important lanes.	4/19/2021
41	Arterial Street	Gallagher Hill	Use chip seal on SP115 instead of project SP105. Gallagher Hill is very steep and seldom used by cyclists. It would benefit from the extra traction that chip seal would provide.	4/19/2021
42	Arterial Street	West Mercer Way (SE 56th - EMW)	See previous comment. If the city moves ahead on chip seal for this project, consider using HMA for the shoulders to reduce negative impact on cyclists.	4/19/2021
43	East Link Mitigation Project	Park & Ride	After then ST station opens, the risk of injuries from conflicts between bicycles and the increased numbers of disembarking transit passengers will also increase. This area needs wider, more clearly marked traffic lanes or similar improvements. Are the bus shelters still needed for disembarking passengers? The absence of information due to litigation makes specific suggestions difficult at this point.	4/19/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
44	Pedestrian and Bicycle Project	E/W Mercer Way	East and West Mercer Way Shoulders. PLEASE DO NOT DELAY THESE PROJECTS	4/19/2021
45	Arterial Street	ICW (90th Ave SE - SE 63rd)	Island Crest Way missing link. PLEASE DO NOT DELAY THIS PROJECT	4/19/2021
46	Arterial Street	WMW	Chip and seal is bush. I've seen it on desolate county roads and curvy mountain roads. It reeks "cheep". It is not "Mercer Island". And, for all the motorist's reasons (auto and bike), please don't do it.	5/20/2021
47	Pedestrian and Bicycle Project	77th Ave SE in City Center	I am emailing to express my support for the NIM recommendations in general, but particularly on TIP 126, the 77th re-channelisation to add parking. I know that several years ago citizens were adamantly opposed to additional parking there, and I don't really see the point given the lack of storefronts on 77th, but I am expressly opposed to any design that eliminates designated bike lanes if parking must be added. A sharrow is not a bike lane, it is some paint in a general traffic lane. Kids won't ride bikes in a sharrow because they don't feel safe (because they're not). If you must, change the design standards and protect this resource.	4/19/2021
48	Pedestrian and Bicycle Project	Islandwide	For those who cycle on Mercer Island and our neighboring communities the difference in bike infrastructure is striking. Eastside communities, King County and the State are investing an additional \$250 million in safe bike/pedestrian projects such as East Trail and the new \$26 million Factoria bike flyover. In addition Seattle is investing heavily in improving and expanding separated bicycle lanes to connect to the Eastside and improve safe cycling on its streets. Safe bicycle infrastructure is increasingly recognized as an important transportation asset that contributes to a reduced automobile traffic, cleaner environment, healthier lifestyles, and vibrant local businesses, particularly in communities such as Mercer island. Redmond, Bellevue, Kirkland and many other Washington cities have successfully applied for and received national recognition as Bicycle Friendly Communities. Despite adopting a Pedestrian Bike Plan in 1996 and again in 2010, Mercer Island's support of sustainable alternative transportation systems has been slow and limited by funding and the staffing needed to apply for grants. We are pleased, however, that a traffic engineer has just been added to city staff. Two key areas needing attention are: <ul style="list-style-type: none"> · The shoulders on East and West Mercer, a necessary buffer zone for cyclists and pedestrians, remain incomplete and are often blocked by parked cars, boats and garbage cans. · A completion of a safe bicycle/pedestrian route connecting the commercial centers, schools and transit ; a necessity to promote sustainable transportation on the Island. Additionally, there is only about one mile of dedicated bicycle lanes on the entire Island, and the few bike lanes in the city center are listed for removal in the current city code. The Island's main cycling resource is the multi-use I-90 trail, largely owned by WSDOT, which will be closed to bike and pedestrian travel over the next several years during the sewer construction project. Nationally and locally bike ridership is increasing, and e-bikes are the fastest growing segment of new bicycle sales. The Sound Transit light rail station will feature secure, covered parking for bicycles and e-bikes, and the Farmers Insurance building remodel will include covered bike storage and showers. Both Island Vision and Neighbors in Motion have advocated for key projects that would make our MI safer and more livable. These projects deserve community support and a higher priority in the future.	5/3/2021
49	Arterial Street	WMW	Chip and seal is bush. I've seen it on desolate county roads and curvy mountain roads. It reeks "cheep". It is not "Mercer Island". And, for all the motorist's reasons (auto and bike), please don't do it.	5/10/2021
50	Pedestrian and Bicycle Project	Islandwide	The general TIP approach for PBF projects seems to be to build them along arterial streets. Should we consider instead trying to route new PBF projects along secondary corridors? This approach will likely make these safer and less disruptive to other vehicles. The big difference is prevalent vehicle speed. On arterials with 30-35 mph limits, such as ICW, Gallagher Hill Rd, and the Mercer Ways, bikes who "take the lane" - even at 20 mph - slow down other vehicles. By comparison, on neighborhood streets with prevalent speeds of 20-25 mph, bikes can take the lane without slowing cars at all. This approach is also safer for pedestrians, as it leaves the shoulders / sidewalks clear of high speed bikes coming head on.	5/24/2021

Submission No.	Category	Location	Comment/Suggestion	Date Submitted
51	Other Transportation Project	Islandwide	<p>Hello, out of the projects, absolutely none of them are necessary. With regard to SP110, it will be a waste of time to redo the pavement. Why don't you wait until the construction of Ryan Properties and Xing Hua are completed before doing anything along that stretch. It is just that the construction trucks do a lot of damage to the roadways and Ryan is talking about building some townhouses, that is going to be a lot of construction.</p> <p>And again, I am like a broken record with regard to SP111 and SP112. It was originally a pilot project at a cost of \$400,000 and now, the costs have exploded to over \$1 MILLION. It is to replace existing curb, sidewalk & ADA ramps. Replace street trees and street lighting. The lighting doesn't need replacing. As you can see from the photo, there is a streetlight there. It is enough lighting. And the problem is with the development above. I don't know whether it is City property or property belonging to the apartment block, but that is the cause of a lot of the debris falling onto the sidewalk. So, even if you spend all that money, that is not going to stop the debris from falling onto the sidewalk. And as far as designs go, why don't they just copy Sound Transit's sidewalks which they installed along Bellevue Way? No-one has complained about the lighting. Granted, the sidewalks could be made more even, and all that landscaping could be removed and cut back, but not at a cost of over a million dollars. That is ridiculous. And with regard to the channelization of 77th Ave SE to add parking. I am not an engineer, but I can tell you now, that if you add channelized parking leading up to that crosswalk at the intersection of 77th Ave SE and where the dry cleaners is, even without the channelization, my friend and I have almost been knocked down. Drivers just don't see pedestrians so easily. And where are the trucks which currently park in the middle of the roadway going to park when they drop off goods? And it is going to impact the traffic flow and cause more car fumes as the roadway will be single laned and if people are backing out of the angled parking, it will cause more car fumes in that the drivers will have to wait for the drivers to reverse. That is not a plus for pedestrians. It is a degrade. And actually, you could get people to park in the Park and Ride at night and get an autonomous van to take people from there to where they want to go. At night, the Park and Ride is pretty empty. I don't see why people couldn't just park there and walk to wherever they want to go. And for SP120, I hope that you are aware that they are supposed to "work with the local agencies regarding alternatives and stations that are located within the Facilities median of roadways so that the most appropriate treatments are provided for safe and effective pedestrian crossings and access. These treatments could include painted crosswalks or signals, street lighting, warning lights, or signage." Let them pay the \$600,000 and come up with a design and then you can be asked to approve it, together with WSDOT. Why use Mercer Island's taxpayers' money? And with regard to SP123, I am sorry, but I just don't understand why you want to remove the bus bays on the north side of North Mercer Way, but then allow Sound Transit to build a cutout along North Mercer Way. And no-one has discussed what is going to happen at the intersection of North Mercer Way and 80th Ave SE in that when the bicycles come off the sidewalk using the ramp, that is right where all the pedestrians will be waiting to cross the street. There is going to be a major conflict at that intersection with bicyclists and pedestrians. Just make sure that there is a clause in which the City is not made responsible for any accidents. And are you going to have the stupid green painted bicycle path on a sidewalk? I am sorry, the costs are \$1,229,000. You are mad to want to spend so much on something that is completely unnecessary. If you insomuch as approve any of the projects above, please do not ask for a levy for anything. I don't know, but is the City now flush with money because it seems just from the expenditures that you are.</p>	5/31/2021

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Detail of Proposed Expenditures for 2022 - 2027

PROJECTS	PROJECT ID	STATUS	COMMENTS	Project Costs with Inflation Factor						TOTAL
				2022	2023	2024	2025	2026	2027	
PRESERVATION AND MAINTENANCE PROJECTS										
A. Residential Streets Preservation Program										
Residential Street Resurfacing	SP100		Annual program to resurface residential streets.	900,000	919,943	939,886	959,829	979,772	999,714	5,699,143
A. Subtotal Residential Streets Preservation Program				\$900,000	\$919,943	\$939,886	\$959,829	\$979,772	\$999,714	\$5,699,143
B. Arterial Streets Improvements										
Arterial Preservation Program	SP101		Annual program to extend life of arterial streets through targeted repairs and patching.	75,000	76,662	78,324	79,986	81,648	83,310	474,929
SE 68th Street and SE 70th Place (ICW - EMW) (from 2020)	SP103		Resurface pavement with HMA overlay.	680,000	-	-	-	-	-	680,000
North Mercer Way (7500 to Roanoke)	SP104		Resurface pavement with HMA overlay.	-	569,342	-	-	-	-	569,342
West Mercer Way (SE 56th - EMW)	SP105		Restore pavement with chip seal. If pursuing HMA, delay at least to 2027. Perform public engagement survey and return to Council with results before chip seal for direction on design approach.	-	511,079	-	-	-	-	511,079
West Mercer Way (SE 56th - EMW)	SP105A	Modified	Alternative to SP105 - Resurface pavement with HMA. Wait until pavement condition warrants overlay. Project estimate for reference. Not included in subtotals.	-	-	-	-	-	-	1,810,594
Gallagher Hill Road (SE 36th - SE 40th)	SP106		Resurface pavement with HMA overlay.	-	-	78,324	489,513	-	-	567,836
SE 40th (88th Ave SE - 93rd Ave SE)	SP107		Resurface pavement with HMA overlay. \$50K in 2024 for design. Tied to SP116	-	51,108	365,511	-	-	-	416,619
SE 36th St (Gallagher Hill Rd - EMW)	SP108		Resurface pavement with HMA overlay. Minor sidewalk repairs included.	-	-	-	584,429	-	-	584,429
North Mercer Way (8400 - SE 35th)	SP109		Resurface pavement with HMA overlay. Includes SE 26th Street (ICW - 84th Ave SE)	-	-	-	-	844,781	-	844,781
SE 27th St (76th Ave SE - 80th Ave SE)	SP110		Resurface pavement with HMA overlay (Town Center).	-	-	572,286	-	-	-	572,286
East Mercer Way (SE 36th St. - SE 40th St.)		New	Resurface pavement with HMA overlay.	-	-	-	-	-	211,051	211,051
2021 East Mercer Way Emergency Roadway Repair										
B. Subtotal Arterial Street Improvements				\$755,000	1,208,192	1,094,445	1,153,927	926,428	294,360	\$5,432,353
NEW CONSTRUCTION PROJECTS										
C. Pedestrian and Bicycle Facilities (PBF) - New Facilities										
80th Avenue Sidewalk (SE 28th - SE 32nd)	SP111		Replace existing curb, sidewalk & ADA ramps. Replace street trees and street lighting.	100,000	1,001,716	-	-	-	-	1,101,716
78th Avenue Sidewalk (SE 32nd - SE 34th)	SP112		Replace existing curb, sidewalk & ADA ramps. Replace street trees and street lighting.	-	-	78,324	735,869	-	-	814,192
West Mercer Way Roadside Shoulders - Ph 4 (8100 WMW - 8400 EMW)	SP113		Paved shoulder along inside lane, gap completion. Updated description to correct an error from 2020 and updated cost.	-	-	610,926	-	-	-	610,926
West Mercer Way Roadside Shoulders - Ph 3 (SE 70th - SE 65th)	SP114		Paved shoulder along northbound side, gap completion.	485,000	-	-	-	-	-	485,000
Gallagher Hill Sidewalk Impr (SE 36th - SE 40th)	SP115		New sidewalk, gap completion. In conjunction with resurfacing project. TIB grant eligible.	-	-	78,324	425,524	-	-	503,848
SE 40th Sidewalk Impr (Gallagher Hill - 93rd Ave SE)	SP116		Replace/improve existing sidewalk, construct bike lanes supporting SRTS. TIB or SRTS grant eligible. Highest priority for MISD.	-	81,773	877,227	-	-	-	958,999

B. Subtotal Arterial Street Improvements				\$755,000	1,208,192	1,094,445	1,153,927	926,428	294,360	\$5,432,353
NEW CONSTRUCTION PROJECTS										
ADA Compliance Plan Implementation	SPI18		Planning and constructing pedestrian facility improvements to comply with the ADA. Planning will be completed by FY 2022.	100,000	-	104,432	-	108,864	-	313,295
PBF Plan Implementation	SPI25		Annual program to identify, prioritize, design and construct small spot improvements and gap completion projects to pedestrian and bicycle facilities citywide, as identified in the PBF Plan.	50,000	51,108	52,216	53,324	54,432	55,540	316,619
77th Ave SE channelization (SE 32nd - North Mercer Way)	SPI26		Modify existing roadway channelization to comply with street design standards in MICC 19.11.120 (remove bike lanes, create on-street parking and add sharrows).	-	-	-	-	57,875	-	57,875
SE 32nd St. (77th to 78th Ave. SE) sidewalk replacement		New	Replace wide sidewalk area adjacent to Mercerdale Park due to tree damage. Includes replacement of street trees and ADA improvements. Combine project with SPI 12 for economy of scale.	-	-	31,330	159,971	-	-	191,301
East Mercer Way Roadside Shoulders - Ph 11 (SE 79th St. to 8400 block)		New	Final phase of Mercer Ways Roadside Shoulders project.	-	-	-	-	489,886	-	489,886
C. Subtotal Pedestrian and Bicycle Facilities (PBF) - New Facilities				\$735,000	\$1,134,596	\$1,832,777	\$1,374,688	\$711,056	\$55,540	\$5,843,657
D. East Link Traffic Safety/ Mitigation Projects										
N-S Bike Route Completion ICW (90th Ave SE - SE 63rd)	SPI19	Modified	The scope and timing of this project is dependent on the results of the Corridor Safety Analysis and future projects that flow from it. Those projects might replace all or part of SPI19. Ph 1 - alternatives identification, feasibility, public engagement, and project selection. Consultant selection will begin in 2023. Ph 1 extends through 2025 and uses ST funds. Cost estimates for future phases (Ph 2 - design and Ph. 3 - construction) will be determined based on the selected project scope following Ph 1. Work in 2026 reflects placeholder for Phase 2 (design).	-	51,108	130,540	133,310	217,727	-	532,684
Sunset Hwy/77th Ave SE Improvements	SPI20		Intersection improvements to facilitate ped/bike/vehicle thru the intersection. The intersection is in WSDOT ROW and requires WSDOT review and approval prior to construction.	600,000	-	-	-	-	-	600,000
Mid-block crosswalk 76th Ave SE between SE 24th and SE 27th	SPI21		New crosswalk with center island and RRFB.	203,704	-	-	-	-	-	203,704
North Mercer Way - MI P&R Frontage Improvements	SPI23		Remove bus bay on north side of NMW, widen trail to meet current std for multi-use facility, provide mixing zone at 80th Ave SE crossing, improve sight lines at western driveway access. Relocate street lighting, add landscape area.		-	1,229,162	-	-	-	1,229,162
D. Subtotal East Link Traffic Safety/ Mitigation Projects				\$803,704	\$51,108	\$1,359,701	\$133,310	\$217,727	\$0	\$2,565,550
E. Other										
Minor Capital - Traffic Operations Improvements	SPI22		Minor transportation improvements to address traffic operation issues and concerns.	-	102,216	-	106,648	-	-	208,864
Corridor Safety Analysis (ICW, 90th Ave SE - SE 68th)		New	Analysis of corridor from a safety perspective focusing on the users of the corridor. The analysis will proceed in 2021 and conclude in early 2022. The analysis will identify issues/needs. The results will be provided to City Council in Q1 2022. A total of \$75,000 in funding in FY 2021 will require an appropriation from the Street Fund Balance.	25,000	-	-	-	-	-	25,000
Pedestrian & Bicycle Facilities Plan Update		New	Current 2010 PBF Plan is out of date and was a modest update to the original 1996 plan. Comprehensive update will incorporate ADA Transition Plan, evaluate projects and priorities based on current standards, and provide a roadmap and foundation for future improvements. Staff will pursue grant opportunities where possible.	-	-	-	-	190,511	194,389	384,900

B. Subtotal Arterial Street Improvements				\$755,000	1,208,192	1,094,445	1,153,927	926,428	294,360	\$5,432,353
NEW CONSTRUCTION PROJECTS										
E. Subtotal Other				25,000	\$102,216	\$0	\$106,648	\$190,511	\$194,389	\$618,764
F. Non-TIP Related Operations				465,000	476,625	488,541	500,754	513,273	526,105	2,970,298
F. Subtotal Non-TIP Related Operations				\$465,000	\$476,625	\$488,541	\$500,754	\$513,273	\$526,105	\$2,970,298
TOTAL PROJECT COSTS				\$3,683,704	\$3,892,680	\$5,715,350	\$4,229,155	\$3,538,767	\$2,070,108	\$23,129,764

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Street Fund Balance - as of May 2021*

2022 - 2027

RESOURCES	COMMENTS	2021	2022	2023	2024	2025	2026	2027
Beginning Fund Balance		\$ 5,114,155	\$ 5,716,569	\$ 5,489,487	\$ 4,308,205	\$ 2,668,357	\$ 1,377,556	\$ 713,222
Revenues								
Real Estate Excise Tax	<i>RCW 82.46.010</i>	1,700,017	1,742,518	1,767,340	1,833,300	1,933,470	2,010,809	2,071,133
Fuel Tax	<i>RCW 47.24.040</i>	440,800	429,400	418,950	408,500	397,575	389,624	389,624
MI Transportation Benefit District (TBD)	<i>MI Ordinance 14C-11 (Oct 2014)</i>	375,000	375,000	375,000	375,000	375,000	375,000	375,000
Transportation Impact Fees	<i>MI Ordinance 16C-01 (Jan 2016)</i>	402,000	22,000	65,000	65,000	65,000	65,000	65,000
State Shared - Multimodal Transportation	<i>ESSB 5987 (July 2015)</i>	34,000	34,000	34,000	34,000	34,000	34,000	34,000
Mitigation - Sound Transit	<i>Ends December 2025</i>	245,000	853,704	51,108	1,359,701	133,310	-	-
Total Revenues		\$ 3,196,817	\$ 3,456,622	\$ 2,711,398	\$ 4,075,501	\$ 2,938,355	\$ 2,874,433	\$ 2,934,757
Total Street Fund Resources		\$ 8,310,972	\$ 9,173,191	\$ 8,200,885	\$ 8,383,707	\$ 5,606,711	\$ 4,251,989	\$ 3,647,979

EXPENDITURES	COMMENTS	2021	2022	2023	2024	2025	2026	2027
A. Residential Streets Preservation Program		900,000	900,000	919,943	939,886	959,829	979,772	999,714
B. Arterial Street Improvements	<i>Increased \$337,872 via AB 5871.</i>	412,872	755,000	1,208,192	1,094,445	1,153,927	926,428	294,360
C. Pedestrian & Bicycle Facilities - New		50,000	735,000	1,134,596	1,832,777	1,374,688	711,056	55,540
D. East Link Traffic/Safety Mitigation Projects		245,000	803,704	51,108	1,359,701	133,310	217,727	-
E. TIP Other	<i>Includes ICW corridor safety analysis est.</i>	455,490	25,000	102,216	-	106,648	190,511	194,389
F. Operations Other	<i>Non-TIP Related Work</i>	531,041	465,000	476,625	488,541	500,754	513,273	526,105
Total Expenditures		\$ 2,594,403	\$ 3,683,704	\$ 3,892,680	\$ 5,715,350	\$ 4,229,155	\$ 3,538,767	\$ 2,070,108
Ending Fund Balance (including reserves)		\$ 5,716,569	\$ 5,489,487	\$ 4,308,205	\$ 2,668,357	\$ 1,377,556	\$ 713,222	\$ 1,577,871

FUND RESERVES AND DESIGNATIONS	COMMENTS	2021	2022	2023	2024	2025	2026	2027
Working Capital Reserve	<i>Restricted ending fund balance</i>	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Impact Fees Collected	<i>Applied to eligible projects</i>	740,512	703,661	754,044	605,743	426,583	410,752	448,260
Expenditure Carry-over to 2021 Budget		-	-	-	-	-	-	-
Designated - TC Streets North (Project B3 in 2022)		99,684	-	-	-	-	-	-
Ending Fund Balance (available after reserves)		\$ 4,676,373	\$ 4,585,826	\$ 3,354,161	\$ 1,862,614	\$ 750,972	\$ 102,470	\$ 929,611

*Pending further analysis



2022-2027 TRANSPORTATION IMPROVEMENT PROGRAM ADOPTION

June 1, 2021
AB 5878

TIP Timeline



TIP Preview (May 4)

City Council discussed and provided direction:

1. West Mercer Way Chip Seal and HMA Overlay.
2. Adding an ICW Corridor Safety Analysis.
3. North-South Bike Route on ICW.



Changes to Draft TIP

- **West Mercer Way Chip Seal [SP105]**
 - Remove HMA overlay option for now.
 - Survey the public to solicit feedback on use of HMA vs chip seal for roadway resurfacing.
 - Provide results to Council prior to proceeding with the chip seal project (scheduled in 2023). Gives Council time to decide how to proceed with the project.



Changes to Draft TIP

- Add a new project → **Island Crest Way Corridor Safety Analysis**
 - ICW from 90th Ave. SE, south through SE 68th Street.
 - Proceed this year. Present results to Council in Q1 2022.
 - Focus on many safety related items including:
 - Ped/bicycle facilities
 - Illumination
 - Visibility/sight lines
 - Crosswalks
 - Roadway/intersection safety and capacity
 - Parking
 - Types of users (drivers, pedestrians, cyclists, school children, etc.)
 - \$75,000 in 2021 and \$25,000 in 2022. (estimate)
 - Analysis will inform future planning of capital projects along ICW corridor, including North-South Bike Route project.



Changes to Draft TIP

- **North-South Bike Route [SP119]**
 - Shift the start of this project by one year from 2022 to 2023 to account for timing of ICW Corridor Safety Analysis.
 - Analysis will inform the future scope of this project.



The Goal For Tonight

Adopt the TIP.

Things to remember

The TIP is just a “plan”.

Things change. It’s updated annually based on the best information available at the time.



Motion

1. Conduct a public hearing and consider public testimony.
2. Adopt the 2022-2027 Transportation Improvement Program, as reflected in Exhibit 2.
3. Appropriate \$100,000 from the Fund Balance in the Street Fund for the Island Crest Way Corridor Safety Analysis.



Questions and Discussion





**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND**

**AB 5883
June 1, 2021
Regular Business**

AGENDA BILL INFORMATION

TITLE:	AB 5883: American Rescue Plan Funds Update	<input checked="" type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Receive report and provide feedback on framework to prioritize uses and draft project list for the first allotment of ARPA funds.	<input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	Finance
STAFF:	Matt Mornick, Finance Director Merrill Thomas-Schadt, Recreation & Operations Coordinator
COUNCIL LIAISON:	n/a
EXHIBITS:	n/a
CITY COUNCIL PRIORITY:	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.

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

SUMMARY

This agenda bill is intended to update the City Council on the latest information and guidance for American Rescue Plan Act funding as of May 26, 2021. The presentation will expand upon any additional findings received between now and June 1, 2021, from the U.S. Department of Treasury and State of Washington Office of Financial Management.

BACKGROUND

The American Rescue Plan Act (ARPA) is a Federal economic stimulus package that was 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 May 10, 2021, metropolitan cities received their final allocation figures. Several communities saw a significant reduction in their estimated allocation based on the final calculation by the Department of Treasury. Rather than basing allocations on population size, money was allocated using a long-standing U.S. Department of Housing and Urban Development (HUD) formula to distribute block grants to cities to address

community development need. This new methodology fundamentally changed the allocation estimates for metropolitan cities.

The Department of Treasury has not yet released allocation amounts for “Non-Entitlement Units (NEU),” which are communities like Mercer Island with less than 50,000 residents. The original estimate indicates Mercer Island would receive \$5.64 million in ARPA funds.

As of publication of the June 1, 2021 agenda packet, the Department of Treasury has directed NEU cities in Washington to coordinate with the State of Washington Office of Financial Management (OFM) regarding the timing of and final totals for allocations. No information on the final allocation for the City of Mercer Island has been provided by the OFM.

Per direction from the Department of Treasury, cities are expected to receive half of their allocated funds by June 10, 2021, and a second installment one year later. The deadline to spend these funds is December 31, 2024. We remain uncertain about OFM’s ability to meet the June 10 deadline for this first installment of funds.

ELIGIBLE USES

On May 10, 2021, the Department of Treasury released guidance for qualified uses of ARPA funds to local governments, expanding on the general list of eligible uses previously issued. The expanded guidance includes the following parameters:

- **Investing in Water, Sewer, and Broadband Infrastructure:** Potential investments include building or upgrading facilities for transmission, distribution, and storage systems of drinking water; wastewater projects such as treating stormwater or subsurface drainage water and securing publicly owned treatment works; and broadband infrastructure that reliably delivers last mile connections.
- **Supporting Public Health Expenditures:** Vaccination programs, purchases of personal protective equipment (PPE), public health communication efforts, services, or outreach to promote access to health and social services and behavioral services exacerbated by the pandemic.
- **Replacing Lost Public Sector Revenue:** The Department of Treasury established a methodology for local governments to determine the shortfall as well as categories of revenue to exclude from final lost revenue estimates. Local governments do not have to prove that COVID-19 caused the revenue shortfall; any shortfall is presumed to be due to COVID-19.
- **Addressing Negative Economic Impacts Caused by the Pandemic:** Small business (including the tourism and hospitality sectors) support through loans, grants, or in-kind assistance to enable them to rebound, invest in COVID-19 prevention/mitigation, and activities to rebuild public sector capacity, such as rehiring staff and building capacity to implement economic relief programs.

While cities have the flexibility to use ARPA funding to address diverse community needs, restrictions on use applies. Funds may not be used for reductions in net tax revenues, nor can any funds be used for the purposes of reducing an accrued, unfunded liability. Finally, the funds may not be used to pay down debt service, legal settlements, or be deposited into financial reserves.

The City of Mercer Island will be required to file annual project and expenditure reports to the Washington State Office of Financial Management, the first of which will be due no later than October 31, 2021, for activities through September of this year.

ARPA FUNDING PRIORITIES

At the April 27, 2021, City Council meeting, Council discussed potential uses of the City's allocation of ARPA funding under the program guidelines that had been released at the time ([AB 5857](#)). The City Council voiced support for two specific early action items identified by City staff as priorities for ARPA funding: parks maintenance "catch-up" costs to address the backlog of work remaining in the parks system and technology modifications at certain City facilities to accommodate both in-person and online public meetings.

The City Council also requested that staff evaluate using the remaining funds to accelerate critical infrastructure investments as allowed under the ARPA guidelines. From this preliminary analysis:

- The City's highest priority infrastructure projects focus on sewer utility needs, as identified in the City's General Sewer Plan ([AB 5510](#)).
- Staff identified a potential park space acquisition site related to pump station management that may qualify under the ARPA guidelines.
- Staff is exploring other projects that will potentially meet ARPA guidelines related to capital investments in the Storm Water and Water Utility.

With much of the City's utility infrastructure originally installed in the 1950's and 1960's, reinvestment in capital infrastructure remains one of the highest City priorities. Aging water, sewer, and storm water systems are more prone to failure and longer service interruptions. On average, the city experiences twelve water main breaks per year amounting to over a million gallons of lost water. Through mid-April 2021, Public Works crews have responded to six water main breaks. Continued reinvestment in these utilities is essential for safe, effective, and reliable delivery of services.

NEXT STEPS

Under direction from the City Council, staff will prepare a recommendation as to the highest priority infrastructure projects eligible for ARPA funding and identify a strategy to accelerate these projects. Staff will return to City Council later this year to share more detailed project information and a recommendation for appropriating the City's share of these funds. Staff will also receive and analyze guidance from the Department of Treasury and the State of Washington as soon as it becomes available.

RECOMMENDATION

Receive report. Confirm general direction for staff to evaluate the highest priority infrastructure project needs related to water, sewer, and storm water utilities, identify a strategy to accelerate projects, and return with a recommendation to the City Council on the ARPA funding appropriation later this year.



American Rescue Plan Funds Update

AB 5883

June 1, 2021

Agenda

- ❑ Brief Overview.
- ❑ Update as of June 2021.
- ❑ Eligible and ineligible uses.
- ❑ Questions.



ARPA Overview

- ❑ Federal economic stimulus package signed March 11, 2021.
- ❑ Of the \$1.9 trillion legislation, \$19.5 billion to small cities.
 - ❑ Separate pool of \$45.6 billion set aside for metropolitan cities (50,000+ residents).
 - ❑ \$500 million in grant funds through US Dept of Health and Human Services.
- ❑ Allocations to small cities anticipated mid-June.
- ❑ Must be used by the end of 2024.



Latest News

- ❑ “Metropolitan cities” received allocations May 10.
- ❑ Treasury modified a CDBG formula to allocate funds.
 - ❑ Resulted in a reduction of actual versus estimated allocations in several communities.



Latest News

- ❑ For small cities, Washington State Office of Financial Management will now oversee allocation and distribution to small cities.
- ❑ Release date and amounts for “Non-Entitlement Units” like Mercer Island remain unknown.



Eligible Uses

1. Investing in Water, Sewer, and Broadband.
2. Supporting public health expenditures.
3. Replacing lost public sector revenue.
4. Addressing local negative economic impacts.



Cannot Use ARPA Funds to...

- ❑ Reduce net tax revenues.
- ❑ Decrease accrued, unfunded liabilities.
- ❑ Pay down debt service or legal settlements.
- ❑ Replenish financial reserves.



Funding Priorities

- ❑ Early action items from the April 27 planning session included:
 - ❑ Parks Maintenance 'catch-up' to address backlog of work.
 - ❑ Tech improvements to accommodate in-person and online public meetings.

- ❑ Emphasis to accelerate critical infrastructure investments:
 1. Sewer utility improvements, as outlined in the City's General Sewer Plan.
 2. Potential land acquisition related to pump station management.
 3. Other projects that meet ARPA guidelines related to investments in the Storm Water and Water Utility.



Next Steps

- Confirm direction on early action items for ARPA funding:
 - Parks and Recreation “catch-up” costs.
 - Hybrid virtual and in-person public meeting technology at City Hall.
- Confirm direction to evaluate highest priority needs in Sewer, Water, and Stormwater infrastructure.
- Prepare recommendation to Council on ARPA funding later this year.



Questions & Discussion





**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND**

**AB 5875
June 1, 2021
Regular Business**

AGENDA BILL INFORMATION

TITLE:	AB 5875: City Council Voting Delegates for the 2021 AWC Business Meeting	<input type="checkbox"/> Discussion Only
RECOMMENDED ACTION:	Appoint councilmembers as Mercer Island’s voting delegates for the Association of Washington Cities Business Meeting.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

DEPARTMENT:	City Council
STAFF:	Benson Wong, Mayor
COUNCIL LIAISON:	n/a
EXHIBITS:	1. 2021 AWC Board of Director Candidates
CITY COUNCIL PRIORITY:	n/a

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

SUMMARY

The City of Mercer Island is an active member of the Association of Washington’s Cities (“AWC”). AWC is a private, nonprofit, nonpartisan agency that represents Washington’s cities and towns before the State legislature, the State executive branch, and other regulatory agencies.

Each member city can designate up to three voting delegates for the annual AWC Business Meeting. During the AWC Business Meeting, scheduled on June 24 from 10AM to 11:30AM, voting delegates will elect the AWC Board of Directors (see Exhibit 1) and vote on important policy documents.

RECOMMENDATION

Appoint Councilmembers 1) _____, 2) _____ and 3) _____ as the City of Mercer Island voting delegates for the Association of Washington Cities Business Meeting on June 24, 2021.

April 13, 2021

TO: Mayors
City Councilmembers

FROM: Mayor Don Britain, Kennewick
Chair, 2021 AWC Nominating Committee and AWC Past President

The purpose of this memorandum is to inform you of actions taken to date by the 2021 AWC Nominating Committee.

The purpose of the Nominating Committee is to compile a list of officer and director candidates for the AWC Board of Directors and to present the slate of candidates to the AWC general membership at the Business Meeting in June.

2021 NOMINATING COMMITTEE REPORT – 2

The AWC Nominating Committee set the deadline of March 28, 2021 for applications from elected officials from Washington cities and towns interested in serving on the AWC Board of Directors.

During the April 13, 2021 meeting, the Committee reviewed the interview process and application materials submitted by candidates for the open officer and director positions on the AWC Board of Directors. The Committee is forwarding candidates as follows:

President	Kent Keel, Councilmember, University Place
Vice President	Candace Mumm, Councilmember, Spokane
District 1	Micki Harnois, Councilmember, Rockford, <i>incumbent</i>
District 3	Cindy Gagne, Mayor, Omak, <i>incumbent</i>
	Robert Goedde, Mayor, Chelan
District 5	Ron Onslow, Councilmember, Ridgefield, <i>incumbent</i>
District 7	Wendy Weiker, Deputy Mayor, Mercer Island, <i>incumbent</i>
District 13	Kathy Hougardy, Councilmember, Tukwila, <i>incumbent</i>
At-Large #1 (Western >5,000 pop)	Amy Ockerlander, Mayor, Duvall, <i>incumbent</i>
At-Large #3 (Eastern >5,000 pop)	Linda Thompson, Councilmember, Spokane Valley, <i>incumbent</i>

For the positions of President and Vice President, the AWC Bylaws provide that the AWC Board forward the names of the current Vice President and Secretary to the Nominating Committee for

nomination to the positions of President and Vice President, respectively. These individuals are then elected at the Business Meeting, with no additional nominations from the floor.

Additionally, the legislative body for Spokane (District 9) and Seattle (District 11 – two positions) will appoint their director(s) to the respective single-city districts. These appointments will be announced to the membership at the Business Meeting.

To be eligible to serve on the AWC Board of Directors in a multi-city or at-large district an elected official must meet the following criteria: 1) Serve as an elected official from a member city or town located within an AWC Board District with an ending term in 2021; 2) Hold elective office in a city or town within the state for a minimum of one year; and 3) Meet the requirements for the Certificate of Municipal Leadership (CML) by the time of the Nominating Committee's June 22 meeting.

With the exception of the offices of President, Vice President, and single city districts, the AWC Nominating Committee will forward at least two candidates for each position when the committee finds two candidates seeking such a position to be well qualified, willing, and able to perform the duties.

In the case where more than two qualified candidates are running for a particular board position, the candidates may be asked if they are willing to move to a different position on the ballot for which they qualify.

The AWC Nominating Committee will reconvene on Tuesday, June 22, beginning at 9 am to interview the candidates for open positions.

Individuals not applying for the AWC Board through the nominating process or not advanced to the ballot may run for a multi-city or at-large position directly from the floor during the Business Meeting on Thursday, June 24, 2021.

AWC BUSINESS MEETING TO BE HELD ONLINE

On March 17, 2021 AWC announced to its membership that the 2021 Annual Conference and Business Meeting will be hosted online. This decision was made due to the continuation of the COVID-19 pandemic and the uncertainty of large gatherings.

The Business Meeting will proceed in an online format that will allow voting delegates to engage and vote on AWC officers, directors, and policy documents. The Business Meeting is scheduled for Thursday, June 24, 2021 from 10 am to 11:30 am.

As directed by the AWC Nominating Committee, AWC staff will produce and distribute a summary of the Board of Director candidates, similar to a "voter's pamphlet." The pamphlet will be available on the AWC website and distributed to the voting delegates via email and to all members via the *CityVoice* newsletter. AWC does not endorse any candidate and is simply providing delegates with background information on each candidate.

Candidates receive campaign guidelines when notified of the interview schedule. Candidates are advised to employ the highest of campaign standards. A campaign shall be based upon the candidates' professional qualifications to serve as a Board member and shall avoid disparaging comments, aspersions, personal denigration, or personal attacks on other candidates.

Every candidate on the ballot will have the opportunity to present a two-minute live video speech before the general membership during the online Business Meeting. Delegates will vote on the open director positions during the Business Meeting scheduled for 10 am on Thursday, June 24, 2021. The meeting will be held remotely and made available to the general membership as an online meeting.

2021 AWC BOARD NOMINATING COMMITTEE

The 2021 Board Nominating Committee consists of the following nine members appointed by AWC President Soo Ing-Moody.

Name	Title	City	AWC Board District
Don Britain	Mayor (Chair)	Kennewick	2
Glenn Johnson	Mayor (Vice Chair)	Pullman	2
David Baker	Mayor (Secretary)	Kenmore	7
Jon Culp	Mayor	Okanogan	3
Amy Howard	Councilmember	Port Townsend	12
Pat Johnson	Mayor	Buckley	6
Joshua Penner	Mayor	Orting	6
Dee Roberts	Councilmember	Raymond	12
Janice Zahn	Councilmember	Bellevue	7

Attest:



Secretary

4/13/2021

Date



2021 PLANNING SCHEDULE

Item 16.

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.

JUNE 15		DD	FN	CA	Clerk	CM
ABSENCES:		6/4	6/4	6/4	6/7	6/8
ITEM TYPE TIME TOPIC					STAFF	
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT AGENDA						
REGULAR BUSINESS						
60	AB xxxx: Hold for YFS Levy Discussion				Jessi Bon	
30	AB 5886: Emergency Medical Transport Policy Update				Matt Mornick/ Jeff Clark	
30	AB xxxx: Development Code Amendment ZTR19-004 Small Cell / Wireless Facilities (Ord. No. 21C-xx First Reading)				Jeff Thomas/Alison Van Gorp	
30	AB 5875: Potentially Dangerous Dog Ordinance (Ord. No. 21C-04 First Reading)				Bio Park	
EXECUTIVE SESSION						
60	To review the performance of a public employee pursuant to RCW 42.30.110(1)(g)					

JULY 6		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE TIME TOPIC					STAFF	
STUDY SESSION						
60	AB xxxx: Town Center Discussion HOLD				Jeff Thomas/Sarah Bluvas	
SPECIAL BUSINESS						
CONSENT AGENDA						
--	AB xxxx: Development Code Amendment ZTR19-004 Small Cell / Wireless Facilities (Ord. No. 21C-xx Second Reading)				Jeff Thomas/Alison Van Gorp	
--	AB xxxx: Parks & Recreation Month Proclamation				Jason Kintner/Ryan Daly	
--	AB xxxx: Potentially Dangerous Dog Ordinance (Ord. No. 21C-04 Second Reading)				Bio Park	
--	AB xxxx: 2021-2022 Counseling Services Interlocal Agreement with the Mercer Island School District				Ali Spietz/Tambi Cork	
REGULAR BUSINESS						
60	AB xxxx: Development Code Amendment ZTR21-xxx Signage (Ord. No. 21C-xx First Reading) HOLD				Jeff Thomas/Alison Van Gorp	
30	AB xxxx: Renew Interim Development Regulations for Outdoor Dining				Sarah Bluvas/Jeff Thomas	

30	AB xxxx: Mercer Island Community and Event Center & Recreation Programs and Services Strategy Adoption	Jason Kintner/Ryan Daly Moon
EXECUTIVE SESSION		
60	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)	

JULY 20		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT CALENDAR						
	AB xxxx: Booster Chlorination System Bid Award				Rona Lin	
REGULAR BUSINESS						
30	AB xxxx: Development Code Amendment ZTR21-xxx Signage (Ord. No. 21C-xx Second Reading) HOLD				Jeff Thomas/Alison Van Gorp	
30	AB xxxx: Town Center Parking Study Project Scope Update				Sarah Bluvas/Jeff Thomas/Jason Kintner/Ed Holmes	
EXECUTIVE SESSION						

AUGUST 3 (POTENTIALLY CANCELLED)		DD	FN	CA	Clerk	CM
ABSENCES:						
ITEM TYPE TIME TOPIC				STAFF		
STUDY SESSION						
SPECIAL BUSINESS						
CONSENT CALENDAR						
REGULAR BUSINESS						
EXECUTIVE SESSION						

AUGUST 17 (POTENTIALLY CANCELLED)

ABSENCES:

DD

FN

CA

Clerk

CIV

ITEM TYPE | TIME | TOPIC

STAFF

STUDY SESSION

SPECIAL BUSINESS

CONSENT CALENDAR

REGULAR BUSINESS

EXECUTIVE SESSION